



BlueCross BlueShield  
of Illinois



## Your Health Care Benefit Program

**BlueCare Direct<sup>SM</sup>, A Blue Cross HMO**

a product of Blue Cross and Blue Shield of Illinois

IL\_I\_BCDH\_OF\_2022

Blue Cross and Blue Shield of Illinois is a  
Division of Health Care Service  
Corporation, A Mutual Legal Reserve  
Company



## OUTLINE OF COVERAGE

1. **READ YOUR POLICY CAREFULLY.** — This outline of coverage provides a brief description of the important features of your Policy. This is not the insurance contract, and only the actual Policy provisions will control. The Policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**
2. **BlueCare Direct - BlueCare Direct** provides to persons insured, coverage for major Hospital, medical and surgical expenses incurred as a result of a covered accident or sickness. Coverage is provided for daily Hospital room and board, miscellaneous Hospital services, surgical services, anesthesia services, In-Hospital medical services

Changes in some state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

## BlueCare Direct Gold<sup>SM</sup> 409 with Advocate BlueCare Direct<sup>SM</sup>

and Out-of-Hospital care, subject to any deductibles, Copayments or other limitations which may be set forth in your Policy. **To be covered under the Policy, the services you receive must be provided by or ordered by your Primary Care Physician or Woman's Principal Health Care Provider, except in certain situations such as emergencies.** To receive benefits for treatment from another Physician or Provider, you must be referred to that Provider by your Primary Care Physician or Woman's Principal Health Care Provider. The referral must be in writing and must specifically state the services that are to be rendered. Benefits will be limited to those specifically stated services.

BASIC PROVISIONS	BlueCare Direct Gold 409 with Advocate
	YOUR COST
<b>Deductible</b> Per individual, per calendar year	<b>\$750*</b>
<b>Family Aggregate Deductible</b> Per family, per calendar year	<b>\$2,250*</b>
<b>Out-of-Pocket Expense Limitation*</b> (does not apply to all services)	
Individual	<b>\$8,700</b>
Family	<b>\$17,400</b>
<b>NOTE:</b> Covered Services for sterilization procedures are covered at no cost to you when the services are ordered by your Primary Care Physician or Woman's Principal Health Care Provider.	
PHYSICIAN BENEFITS	
<b>Office Visit Copayment for the Treatment of Mental Illness</b>	\$20 per Visit
<b>Copayment for Outpatient Physician office visits</b>	\$20 per Visit
<b>Copayment for Outpatient Specialist office visits</b>	\$40 per Visit

BASIC PROVISIONS	BlueCare Direct Gold 409 with Advocate
	YOUR COST
<p><b>Preventive Care Services</b> Benefits will be provided for the following Covered Services and will not be subject to Coinsurance, deductible, Copayment or dollar maximum (to be implemented in the quantity and at the time required by applicable law or regulatory guidance): Evidence- based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF); immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and prevention with respect to the individual involved; evidenced-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA) for infants, children, and adolescents; and additional preventive care and screenings provided for in comprehensive guidelines supported by the HRSA. For purposes of this benefit, the current recommendations of the USPSTF regarding breast cancer screening and mammography and prevention will be considered the most current (other than those issued in or around November 2009).</p>	None
<b>Copayment for Outpatient Occupational, Physical and Speech Therapy Treatments</b>	\$40 per Treatment
<b>Copayment for Outpatient Surgery</b>	\$40 per Visit
<b>Copayment for Telehealth and Telemedicine Services</b>	
<b>Outpatient Primary Care Physician office visits</b>	\$20 per Visit
<b>Outpatient Specialist office visits</b>	\$40 per Visit
<b>HOSPITAL BENEFITS</b>	
<b>Copayment for Inpatient Hospital Admissions</b>	\$750 per Day
<b>Copayment for Inpatient Hospital Admission for the Treatment of Mental Illness</b>	\$750 per Day
<b>Copayment for Skilled Nursing Facility</b>	\$500 per Day
<b>Copayment for Outpatient Surgery</b>	
Free Standing Facility	\$300 per Visit, then 30% of the Eligible Charge
Hospital	\$300 per Visit, then 30% of the Eligible Charge

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<b>Copayment for Certain Diagnostic Tests: Computerized Tomography (CT Scan) Positron Emission Tomography (PET Scan) Magnetic Resonance Imaging (MRI):</b>	
Free Standing Facility	\$250 per Test
Hospital	\$250 per Test
<b>Copayment for Outpatient Laboratory Services:</b>	
Free Standing Facility	\$40 per Test
Hospital	\$40 per Test
<b>Copayment for Outpatient Diagnostic X-Ray Services:</b>	
Free Standing Facility	\$40 per Test
Hospital	\$40 per Test
<b>Copayment for Urgent Care</b>	\$40 per Visit
<b>All Other Outpatient Covered Services</b>	30% of the Eligible Charge
<b>SUPPLEMENTAL BENEFITS</b>	
<b>Supplemental Benefits</b> Blood and blood components; Outpatient Private Duty Nursing, medical and surgical dressings, supplies, casts and splints, oxygen and its administration, and naprapathic services.	30% of the Eligible Charge
<b>EMERGENCY CARE SERVICES BENEFITS</b>	
<b>Copayment for Emergency Care Services (In-Area or Out-of-Area)</b>	\$1,000 per Visit, then 30% of Eligible Charge <i>(deductible waived if admitted to Hospital as an Inpatient immediately following emergency treatment)</i>
<b>Emergency Ambulance Transportation</b>	30% of the Eligible Charge
<b>SUBSTANCE USE DISORDER BENEFITS</b>	
<b>Copayment for Inpatient Hospital Admission for Substance Use Disorder Treatment</b>	\$750 per Day
<b>Copayment for Outpatient office visits for Substance Use Disorder Treatment</b>	\$20 per Visit
<b>Copayment for Outpatient specialist office visits for Substance Use Disorder Treatment</b>	\$20 per Visit

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

Please refer to the Outpatient Prescription Drug Program Section of the Policy for additional information regarding how payment is determined. However, you may receive coverage for up to a 12-month supply for dispensed contraceptives.

Benefits are available for contraceptive drugs and products shown on the *Contraceptive Coverage List* and will not be subject to any deductible, Coinsurance Amount, and/or Copayment Amount when received from a Participating Pharmacy Provider. Your share of the cost for all other contraceptive drugs and products will be provided as shown below.

If you or your Provider requests a Brand Name Drug when a generic or therapeutic equivalent is available, you will be responsible for the Non-Preferred Brand Name Drug payment amount, plus the difference in cost between the Brand Name Drug and the generic or therapeutic equivalent, except as otherwise provided in the Policy.

### 30-Day Supply Outpatient Prescription Drug Program

<b>Tier 1</b>	10% of the Eligible Charge per prescription
<b>Tier 2</b>	15% of the Eligible Charge per prescription
<b>Tier 3</b>	20% of the Eligible Charge per prescription
<b>Tier 4</b>	30% of the Eligible Charge per prescription
<b>Tier 5</b>	40% of the Eligible Charge per prescription
<b>Tier 6</b>	50% of the Eligible Charge per prescription

### 90-Day Supply Outpatient Prescription Drug Program

<b>Tier 1</b>	10% of the Eligible Charge per prescription
<b>Tier 2</b>	15% of the Eligible Charge per prescription
<b>Tier 3</b>	20% of the Eligible Charge per prescription
<b>Tier 4</b>	30% of the Eligible Charge per prescription

### DEPENDENT LIMITING AGE

#### Limiting Age for Dependent Children

(regardless of presence or absence of child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of these factors)

*(In addition, enrolled unmarried children will be covered up to the age of 30 if they live within the service area of the Plan network for the Policy; and have served as an active or reserve member of any branch of the Armed Forces of the United States; and have received a release or discharge other than a dishonorable discharge.)*

26

<b>PEDIATRIC VISION CARE SERVICES For Covered Persons Under Age 19</b>	
<b>Routine Exams (does not include professional services for contact lenses), Lenses, and Provider-Designated Frames and Contact Lenses</b>	None
<b>Low vision services and Laser vision correction Surgery (LASIK)</b>	Traditional and custom LASIK Surgery will be available at a discount from Participating Physicians and affiliated laser centers.

<b>HEARING AID BENEFITS for Individuals under age 19</b>	
Benefit Period	24 months
Benefit payment level	30% of the Providers Charge, after your program deductible
Benefit Maximum	None Per Benefit Period
Number of Hearing Aids Available per ear each Benefit Period	One
<b>HEARING AID BENEFITS for Individuals over age 19</b>	
Benefit Period	24 months
Benefit Maximum	\$2,500 per ear, per Benefit Period
Benefit payment level	30% of the Providers Charge, after your program deductible

\*The program deductible and Out-of-Pocket Expense Limitation amounts may be subject to change or increase as permitted by applicable law or regulatory guidance.

## **GUARANTEED RENEWABILITY \***

Coverage under this Policy will be terminated for nonpayment of premiums as described below. Blue Cross and Blue Shield may terminate or refuse to renew this Policy for any of the following reasons:

1. If every Policy that bears this Policy form number, is not renewed or if Blue Cross and Blue Shield ceases to offer a particular type of coverage in the individual market. If this should occur:
  - a. Blue Cross and Blue Shield will give you at least 90 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
  - b. You may convert to any other individual policy offered to the individual market.
  - c. If Blue Cross and Blue Shield should terminate or refuse to terminate this Policy, it must do so uniformly without regard to any health status-related factor of covered individuals or dependents of covered individuals who may become eligible for coverage.
2. If Blue Cross and Blue Shield discontinues all health care coverage and does not renew all health insurance Policies it issues or delivers for issuance in the individual market in the state of Illinois. If this should occur, Blue Cross and Blue Shield will give you at least 180 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
3. In the event of fraud or an intentional misrepresentation of material fact under the terms of this Policy. In this case, Blue Cross and Blue Shield will give you at least 30 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
4. You no longer reside, live or work in the Blue Cross and Blue Shield of Illinois' network service area.
5. Failure to pay your premium in accordance with the terms of the Policy. When you renew Blue Cross and Blue Shield coverage or reenroll by selecting a new product (as defined by applicable law), you will need to be current on your premium payments. Any past due premium payments for coverage we provided must be paid no later than your Coverage Date for the new year, in addition to initial premium charges. New coverage will not be effective until all such payments are made.
6. Other reasons described in this Policy.

\* Blue Cross and Blue Shield will not terminate or refuse to renew this Policy because of the condition of your health.

## Exclusions and Limitations

Services or supplies that were not ordered by your Primary Care Physician or Woman's Principal Health Care Provider except as explained in the EMERGENCY CARE BENEFITS section, HOSPITAL BENEFITS section and for Mental Illness (other than Serious Mental Illness) or for routine vision examinations, in the PHYSICIAN BENEFITS section of the Policy.

Services or supplies that were received prior to the date your coverage began or after the date that your coverage was terminated, unless otherwise stated in this Policy.

Services or supplies for which benefits have been paid under any Workers' Compensation Law or other similar laws whether or not you make a claim for such compensation or receive such benefits. However, this exclusion shall not apply if you are a corporate officer of any business or enterprise, defined as a "small business" under paragraph (b), Section 3 of the Illinois Small Business Purchasing Act, as amended, and are employed by the corporation and elect to withdraw yourself from the operation of the Illinois Workers' Compensation Act according to the provisions of the Act.

Services or supplies that are furnished to you by the local, state or federal government and services or supplies to the extent payments or benefits for such services or supplies are provided by or available from the local, state or federal government (for example, Medicare) whether or not those payments or benefits are received, (except in the case of Medicare), except however, this exclusion shall not be applicable to medical assistance benefits under Article V, VI or VII of the Illinois Public Aid Code (Ill. Rev. Stat. Ch. 23 §1-1 et seq.) or similar legislation of any state, benefits provided in compliance with the Tax Equity and Fiscal Responsibility Act or as otherwise provided by law.

Services or supplies rendered to you as the result of an injury caused by another person to the extent that you have collected damages for such injury and that Blue Cross and Blue Shield has provided benefits for the services or supplies rendered in connection with such injury.

Services or supplies that do not meet accepted standards of medical or dental practice including, but not limited to, services which are Experimental/Investigational in nature, except as specifically provided for in the Policy for a) Routine Patient Cost associated with Experimental/Investigational treatment if you are a qualified individual participating in an Approved Clinical Trial, if those services or supplies would otherwise be covered under the Policy if not provided in connection

Services or supplies received during an Inpatient stay when the stay is solely related to behavioral, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of Mental Illness. This does not include services or supplies provided for the treatment of an injury resulting from an act of domestic violence or a medical condition (including both physical and mental health conditions).

Special education therapy such as music therapy or recreational therapy, except as specifically provided for in the Policy.

Cosmetic Surgery and related services and supplies, except for the correction of congenital deformities or for conditions resulting from accidental injuries, tumors or disease.

Services or supplies received from a dental or medical department or clinic maintained by an employer, labor union or other similar person or group.

Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.

Charges for failure to keep a scheduled visit or charges for completion of a Claim form or charges for the transfer of medical records.

Personal hygiene, comfort or convenience items commonly used for other than medical purposes such as air conditioners, humidifiers, physical fitness equipment, televisions and telephones.

Special braces, splints, specialized equipment, appliances, ambulatory apparatus or, battery implants, except as specifically stated in the Policy.

Prosthetic devices, special appliances or surgical implants which are for cosmetic purposes, the comfort or convenience of the patient or unrelated to the treatment of disease or injury.

Nutritional items such as infant formula, weight-loss supplements, over-the-counter food substitutes, non-prescription vitamins and herbal supplements, except as stated in the Policy.

Blood derivatives which are not classified as drugs in the official formularies.

Hypnotism.

Inpatient Private Duty Nursing Service.

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with an Approved Clinical Trial program and b) applied behavior analysis used for the treatment of Autism Spectrum Disorder(s).

Custodial Care Service. Long Term Care Services.

Respite Care Services, except as specifically mentioned under the Hospice Care Benefits.

Maintenance Care.

Self-management training, education and medical nutrition therapy, except as specifically stated in the Policy.

Habilitative Services that are solely educational in nature or otherwise paid under state or federal law for purely educational services.

Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth except as specifically stated in the Policy.

Repair or replacement of appliances and/or devices due to misuse or loss, except as specifically mentioned in the Policy.

Services or supplies rendered for human organ or tissue transplants except as specifically provided for in the Policy.

Wigs (also referred to as cranial prostheses) unless otherwise specified in the Policy.

Services or supplies rendered for infertility treatment, except as specifically provided for in the Policy. Eyeglasses, contact lenses which are not medically necessary and/or hearing aids, except as specifically provided for in the Policy.

Acupuncture.

Reversal of vasectomies.

Services and supplies rendered or provided outside of the United States, if the purpose of the travel to the location was for receiving medical services, supplies or drugs.

Any related services to a non-covered service except for routine patient care for participants in an Approved Clinical Trial.

Any service and/or supplies provided to you outside the United States, unless they are received for an Emergency Condition, notwithstanding any provision in the Policy to the contrary.

Dental care, except as directly required for the treatment of a medical condition or as otherwise provided for in the Policy.

Benefits will not be provided for any self-administered drugs dispensed by a Physician.

Routine foot care, except for persons diagnosed with diabetes.

Maintenance Occupational Therapy, Maintenance Physical Therapy and Maintenance Speech Therapy, except as specifically stated in the Policy.

## SCHEDULE PAGE

***\*\*Your benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire Policy. All capitalized terms have the meanings set forth in the Policy***

### **OVERALL PROGRAM DEDUCTIBLE**

(not all expenses will apply to the deductible)

— Individual Deductible*	\$750 per Calendar Year
— Family Aggregate Deductible*	\$2,250 per Calendar Year

**NOTE:** The following Covered Services are all subject to your overall deductible, unless stated otherwise in this Policy.

### **OUT-OF-POCKET EXPENSE LIMITATION**

(does not apply to all services)

**NOTE:** Covered Services for sterilization procedures are covered at no cost to you when the services are ordered by your Primary Care Physician or Woman's Principal Health Care Provider.

— Individual**	\$8,700 per Calendar Year
— Family**	\$17,400 per Calendar Year

### **PHYSICIAN BENEFITS**

### **YOUR COST**

Office Visit Copayment for the Treatment of Mental Illness:	\$20 per Visit
Outpatient Physician Office Visit Copayment:	\$20 per Visit
Specialist Physician Office Visit Copayment:	\$40 per Visit
Preventative Care Services Copayment:	None
Outpatient Occupational, Physical and Speech Therapy Treatments Copayment:	\$40 per Treatment
Outpatient Surgery Copayment:	\$40 per Visit
Telehealth and Telemedicine Services:	
— Outpatient Primary Care Physician office visits	\$20 Per visit
— Outpatient Specialist office visits	\$40 per Visit
Maximum Number of Chiropractic and Muscle Manipulation Treatments:	25 Visits per Calendar Year

### **HOSPITAL BENEFITS**

Inpatient Hospital Copayment:	\$750 per Day
Inpatient Hospital Copayment for Mental Illness Treatment:	\$750 per Day
Skilled Nursing Facility Copayment:	\$500 per Day

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Outpatient Surgery Copayment:

- *Freestanding Facility* \$300 per Visit, then 30% of the Eligible Charge
- *Hospital* \$300 per Visit, then 30% of the Eligible Charge

Certain Diagnostic Tests Copayment:  
Computerized Tomography (CT scan), Positron  
Emission Tomography (PET Scan), Magnetic  
Resonance Imaging (MRI):

- *Freestanding Facility* \$250 per Test
- *Hospital* \$250 per Test

Outpatient Laboratory Services Copayment:

- *Freestanding Facility* \$40 per Test
- *Hospital* \$40 per Test

Outpatient Diagnostic X-Ray Services Copayment:

- *Freestanding Facility* \$40 per Test
- *Hospital* \$40 per Test

Urgent Care Copayment:

\$40 per Visit

All Other Outpatient Covered Services:

30% of the Eligible Charge

**SUPPLEMENTAL BENEFITS**

Covered Services:

30% of the Eligible Charge

**EMERGENCY CARE BENEFITS**

In-Area or Out-of-Area Emergency:

\$1,000 per Visit, then 30% of the Eligible Charge

Emergency Room Copayment:

*(deductible waived if admitted to Hospital as an Inpatient immediately following emergency treatment)*

Emergency Ambulance Transportation:

30% of the Eligible Charge

**SUBSTANCE USE DISORDER TREATMENT BENEFITS**

Inpatient Hospital Copayment for Substance Use  
Disorder Treatment:

\$750 per Day

Outpatient Office Visits for Substance Use  
Disorder Treatment:

\$20 per Visit

Outpatient Specialist Physician Visits for  
Substance Use Disorder Treatment:

\$20 per Visit

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## **OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFITS**

You may receive coverage for up to a 12-month supply for dispensed contraceptives. Please see the OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFIT SECTION of your Policy, for additional information.

Benefits are available for contraceptive drugs and products shown on the *Contraceptive Coverage List* and will not be subject to any deductible, Coinsurance Amount, and/or Copayment Amount when received from a Participating Pharmacy Provider. Your share of the cost for all other contraceptives drugs and products will be provided as shown below.

If you or your Provider requests a Brand Name Drug when a generic or therapeutic equivalent is available, you will be responsible for the Non-Preferred Brand Name Drug payment amount, plus the difference in cost between the Brand Name Drug and the generic or therapeutic equivalent, except as otherwise provided in the Policy.

Your Cost for Prescription Drugs and Diabetic Supplies purchased from a Participating Prescription Drug Provider participating in the **30-Day Supply** Prescription Drug Program

— Tier 1	10% of the Eligible Charge per prescription
— Tier 2	15% of the Eligible Charge per prescription
— Tier 3	20% of the Eligible Charge per prescription
— Tier 4	30% of the Eligible Charge per prescription
— Tier 5	40% of the Eligible Charge per prescription
— Tier 6	50% of the Eligible Charge per prescription

Your Cost of Prescription Drugs and Diabetic Supplies purchased from a Prescription Drug Provider **not** participating in the **30-Day Supply** Prescription Drug Program:

- The appropriate Coinsurance Amount indicated above for drugs prescribed for emergency conditions.

Your Cost for Prescription Drugs and Diabetic Supplies purchased from a Prescription Drug Provider participating in the **90-Day Supply** Prescription Drug Program:

— Tier 1	10% of the Eligible Charge per prescription
— Tier 2	15% of the Eligible Charge per prescription
— Tier 3	20% of the Eligible Charge per prescription
— Tier 4	30% of the Eligible Charge per prescription

Your Cost for Prescription Drugs and Diabetic Supplies purchased from a Prescription Drug Provider not participating in the **90-Day Supply** Prescription Drug Program:

No benefits will be provided for drugs or diabetic supplies purchased from a Prescription Drug Provider not participating in the 90-day supply program.

## **LIMITING AGE FOR DEPENDENT CHILDREN:**

**26** (Please refer to the ELIGIBILITY section of this Policy)

### **HEARING AID BENEFITS for Covered Persons under 19**

Benefit Period	24 months
Benefit payment level	30% of the Providers Charge, after your program deductible
Benefit Maximum	None, per Benefit Period
Number of Hearing Aids Available per ear each Benefit Period	One

### **HEARING AID BENEFITS for Covered Persons over 19**

Benefit Period	24 months
Benefit maximum	\$2,500 per ear, per Benefit Period
Benefit payment level	30% of the Providers Charge, after your program deductible

*\* The deductible amount is subject to change or increase as permitted by applicable law or regulatory guidance.*

*\*\* This limit is subject to change or increase as permitted by applicable law or regulatory guidance and does not apply to all services.*

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## Schedule of Pediatric Vision Coverage For Covered Persons Under Age 19

<b>Pediatric Vision Care Services</b>	<b>Covered person Cost or Discount when Covered Services are received from a Participating Vision Care Provider</b>  (When a fixed-dollar Copayment is due from the member, the remainder is payable by Blue Cross and Blue Shield up to the covered charge*)	<b>Allowance when Covered Services are received from a Non-Participating Vision Care Provider</b>
<b>Exam</b> (with dilation as necessary; routine eye examinations do not include professional services for Contact Lenses)	No Copayment	Not covered
<b>Frames:</b>		
<b>"Provider-designated" Frames</b> Frames covered under this Policy are limited to the provider-designated frames which include a selection of frame sizes (including adult sizes) for children up to age 19. The Participating Vision Provider will show you the selection of frames covered under the Policy. If you select a frame that is not included in the provider-designated frames covered under this Policy, you are responsible for the difference in cost between the Participating Vision Provider reimbursement amount for covered frames and the retail price of the frame selected. <b>Non-Provider-designated Frames</b>	No Copayment  You receive 20% off balance of retail cost over \$150 allowance	Not covered
<b>Frequency:</b> Examination, Lenses or Contact Lenses	Once every 12-month benefit period	Not covered
Frame	Once every 12-month benefit period	Not covered
<b>Standard Plastic, Glass or Polycarbonate Spectacle Lenses:</b>  Single Vision Bifocal Trifocal Lenticular Standard Progressive Lens	No Copayment No Copayment No Copayment No Copayment No Copayment	Not covered
<b>Lens Options (add to lens costs above):</b> UV Treatment Standard Plastic Scratch Coating Standard Polycarbonate - Photocromatic / Transitions Plastic	No Copayment No Copayment No Copayment No Copayment	Not covered

<p><b>Contact Lenses:</b> (Contact lens allowance includes materials only)</p> <p>Elective -</p> <p>Extended Wear Disposables</p> <p>Daily Wear / Disposable</p> <p>Conventional</p> <p>Medically Necessary contact lenses – preauthorization is required</p>	<p>100% coverage for provider- designated contact lenses</p> <p>Up to 6-months supply of monthly or 2-week disposable, single vision spherical or toric contact lenses</p> <p>Up to 3-months supply of daily disposable, single vision spherical contact lenses</p> <p>1 pair from selection of provider-designated contact lenses</p> <p>No Copayment</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>
<b>Additional Benefits</b>		
<p><b>Value-added features:</b></p> <p><b>Laser vision correction:</b> You will receive a discount for traditional LASIK and custom LASIK from participating Physicians and affiliated laser centers. You must obtain Preauthorization for this service. Prices/discounts may vary by state and are subject to change without notice.</p>		
<p>Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.</p>		
<p><b>Medically Necessary contact lenses:</b> Contact lenses may be determined to be medically necessary and appropriate in the treatment of patients affected by certain conditions. In general, contact lenses may be medically necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be medically necessary in the treatment of the following conditions:</p> <p>keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, posttraumatic disorders, irregular astigmatism.</p> <p>Medically necessary contact lenses are dispensed in lieu of other eye wear. Participating Providers will obtain the necessary preauthorization for these services.</p>		
<p><b>Low Vision:</b> Low vision is a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for our members with low vision. Covered low vision</p>		
<p><b>Warranty:</b> Warranty limitations may apply to provider or retailer supplied frames and/or eyeglass lenses. Please ask your provider for details of the warranty that is available to you.</p>		

\* The “covered charge” is the rate negotiated with Participating Providers for a particular Covered Service.

The Plan pays the lesser of the allowance noted or the retail cost. Retail prices vary by location.

VISIT EYEMED'S WEBSITE AT **WWW.EYEMED.COM** AND USE THE FIND A PROVIDER LINK (CHOOSE THE SELECT NETWORK FOR YOUR SEARCH), OR CALL 1-844-684-2254.

A message from

## BLUE CROSS AND BLUE SHIELD

This Policy describes the BlueCare Direct health care benefits that will be provided to you by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association. The *Definition Section* will explain the meaning of many of the terms used in this Policy. All terms used in this Policy, when defined in the *Definitions Section*, begin with a capital letter. Whenever the term “you” or “your” is used, we also mean all eligible family members who are covered under Family Coverage.

**YOUR PRIMARY CARE PHYSICIAN OR WOMAN'S PRINCIPAL HEALTH CARE PROVIDER IS AN INDEPENDENT CONTRACTOR, NOT AN EMPLOYEE OR AGENT OF YOUR BLUE CROSS HMO. YOUR PRIMARY CARE PHYSICIAN OR WOMAN'S PRINCIPAL HEALTH CARE PROVIDER RENDERS AND COORDINATES YOUR MEDICAL CARE. YOUR BLUE CROSS HMO IS YOUR BENEFIT PROGRAM, NOT YOUR HEALTH CARE PROVIDER.**

Any reference to “applicable law” will include applicable laws and rules, including but not limited to statutes, ordinances, administrative decisions and regulations.

We suggest that you read this entire Policy very carefully. We hope that any questions that you might have about your coverage will be answered here.

**This Policy is currently certified as a Qualified Health Plan.**

**THIS POLICY REPLACES ANY PREVIOUS POLICIES THAT MAY HAVE BEEN ISSUED TO YOU BY BLUE CROSS AND BLUE SHIELD.**

If you have any questions once you have read this Policy, please call your local Blue Cross and Blue Shield office. It is important to all of us that you understand the protection this coverage gives you. Should you have any questions regarding your eligibility under this Policy, please contact your local Blue Cross and Blue Shield office.

Welcome to Blue Cross and Blue Shield! We are very happy to have you as a member and pledge you our best service.

Sincerely,



Stephen Hamman  
President Illinois Division  
Blue Cross and Blue Shield of Illinois



## **RIGHT TO EXAMINE THIS POLICY**

You have the right to examine this Policy for a 10-day period after receiving it. If, for any reason, you are not satisfied with the health care benefit program described in this Policy, you may return the Policy and your identification card(s) to Blue Cross and Blue Shield and void your coverage. Any premium that you had paid to Blue Cross and Blue Shield will be refunded to you provided that you do not receive any services or have any Claims paid under this Policy before the end of the 10-day period.

## **GUARANTEED RENEWABILITY**

Coverage under this Policy will be terminated for nonpayment of premiums as described below. Blue Cross and Blue Shield may terminate or refuse to renew this Policy for any of the following reasons:

7. If every Policy that bears this Policy form number, is not renewed or if Blue Cross and Blue Shield ceases to offer a particular type of coverage in the individual market. If this should occur:
  - d. Blue Cross and Blue Shield will give you at least 90 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
  - e. You may convert to any other individual policy offered to the individual market.
  - f. If Blue Cross and Blue Shield should terminate or refuse to terminate this Policy, it must do so uniformly without regard to any health status-related factor of covered individuals or dependents of covered individuals who may become eligible for coverage.
8. If Blue Cross and Blue Shield discontinues all health care coverage and does not renew all health insurance Policies it issues or delivers for issuance in the individual market in the state of Illinois. If this should occur, Blue Cross and Blue Shield will give you at least 180 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
9. In the event of fraud or an intentional misrepresentation of material fact under the terms of this Policy. In this case, Blue Cross and Blue Shield will give you at least 30 days prior written notice, or such other notice, if any, permitted by applicable law or regulatory guidance.
10. You no longer reside, live or work in the Blue Cross and Blue Shield of Illinois' network service area.
11. Failure to pay your premium in accordance with the terms of the Policy. When you renew Blue Cross and Blue Shield coverage or reenroll by selecting a new product (as defined by applicable law), you will need to be current on your premium payments. Any past due premium payments for coverage we provided must be paid no later than your Coverage Date for the new year, in addition to initial premium charges. New coverage will not be effective until all such payments are made.
12. Other reasons described in this Policy.

Blue Cross and Blue Shield will not terminate or refuse to renew this Policy because of the condition of your health.

## **NOTICE OF ANNUAL MEETING**

You are hereby notified that you are a Member of Health Care Service Corporation, a Mutual Legal Reserve Company, and you are entitled to vote in person, or by proxy, at all meetings of Members of Blue Cross and Blue Shield. The annual meeting is scheduled to be held at our principal office at 300 East Randolph, Chicago, Illinois each year on the last Tuesday in October at 12:30 p.m.

The term "Member" as used above refers only to the person to whom this Policy has been issued, the Enrollee. Under Family Coverage, the term "Member" does not include any person other than the Enrollee unless such person is acting upon the Enrollee's behalf.

Blue Cross and Blue Shield pays indemnification or advances expenses to a director, officer, employee or agent consistent with Blue Cross and Blue Shield's bylaws then in force and as otherwise required by applicable law.

## **YOUR SCHEDULE PAGE**

A Schedule Page has been inserted into and is part of this Policy. The Schedule Page contains specific information about your coverage including, but not limited to:

1. The amount of your deductible(s), and/or Copayment(s), and/or Coinsurance amount; and
2. The Hospital and Physician benefit payment levels

Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

## TABLE OF CONTENTS

ELIGIBILITY AND PREMIUM INFORMATION .....	5
CHILD - ONLY COVERAGE.....	12
YOUR PRIMARY CARE PHYSICIAN .....	13
YOUR OVERALL PROGRAM DEDUCTIBLE.....	15
PHYSICIAN BENEFITS .....	16
HOSPITAL BENEFITS .....	30
SUPPLEMENTAL BENEFITS .....	35
EMERGENCY CARE BENEFITS .....	36
SUBSTANCE USE DISORDER TREATMENT BENEFITS.....	38
HUMAN ORGAN TRANSPLANT BENEFITS .....	39
HOSPICE CARE BENEFITS .....	40
OUTPATIENT PRESCRIPTION DRUG PROGRAM .....	41
PEDIATRIC VISION CARE BENEFITS .....	51
PREADMISSION CERTIFICATION AND CONCURRENT REVIEW .....	54
EXCLUSIONS — WHAT IS NOT COVERED .....	55
COORDINATION OF BENEFITS.....	57
HOW TO FILE A CLAIM .....	61
OTHER THINGS YOU SHOULD KNOW .....	76
DEFINITIONS.....	86

## ELIGIBILITY AND PREMIUM INFORMATION

Subject to the other terms and conditions of this Policy, the benefits described in this Policy will be provided to persons who:

1. Have applied for and been confirmed as eligible for this coverage as determined by Blue Cross and Blue Shield;
2. Have received a Blue Cross and Blue Shield identification card; and
3. Live within the Blue Cross and Blue Shield's service area (Contact customer service at the number shown on your identification card for information regarding the service area); and
4. Reside, live or work in the geographic "network service area" designated by Blue Cross and Blue Shield. You may call customer service at the number shown on your identification card to determine if you are in the network service area or log on to Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com)

### APPLYING FOR COVERAGE

You may apply for coverage for yourself and/or your eligible dependents (see below) by submitting the application(s) for individual medical insurance form along with any exhibits, appendices, addenda and/or other required information ("application(s)") to Blue Cross and Blue Shield. The application(s) for coverage may or may not be accepted. (Blue Cross and Blue Shield cannot use genetic information or require genetic testing in order to limit or deny coverage.)

**No eligibility rules or variations in premium will be imposed based on your health status, medical condition, Claim experience, receipt of health care, medical history, genetic information, evidence of insurability, disability or any other health status related factor. You will not be discriminated against for coverage under this Policy on the basis of race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Policy that are based on clinically indicated, reasonable medical management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.**

You may enroll in or change coverage for yourself and/or your eligible dependents during one of the following enrollment periods. Your and/or your eligible family members effective date will be determined by Blue Cross and Blue Shield, depending upon the date your application is received, payment of the initial premiums no later than the day before the effective date of coverage and other determining factors.

Blue Cross and Blue Shield may require acceptable proof (such as copies of legal adoption or legal guardianship papers, or court orders) that an individual qualifies as an eligible dependent under this Policy.

### Annual Open Enrollment Period/Effective Date of Coverage

You may apply for or change coverage for yourself and/or your eligible dependents during the annual open enrollment period.

When you enroll during the annual open enrollment period, your and/or your eligible dependents effective date will be the following January 1, unless otherwise designated by Blue Cross and Blue Shield.

Coverage under this Policy is contingent upon timely receipt by Blue Cross and Blue Shield of necessary information and initial premium.

This provision "Annual Open Enrollment Period/Effective Date of Coverage" is subject to change by Blue Cross and Blue Shield, and/or applicable law, as appropriate.

### Special Enrollment Periods/Effective Dates of Coverage

Special enrollment periods have been designated during which you may apply for or change coverage for yourself and/or your eligible dependents. You must apply for coverage within 60 days from the date of a special enrollment event. Coverage for you and your eligible dependents will be effective the 1st day of the calendar month beginning after the special enrollment event.

Unless otherwise designated by Blue Cross and Blue Shield of Illinois, if your application is received on or before the day of the qualifying event, the effective date is the first day of the month following the qualifying life event. Unless otherwise designated by Blue Cross and Blue Shield of Illinois, if the application is received after the qualifying event, the effective date is the first of the month following the date of receipt of the application.

You must provide acceptable proof of a qualifying event with your application. Special enrollment qualifying events are discussed in detail below. Blue Cross and Blue Shield will review this proof to verify your eligibility for a special enrollment.

Failure to provide acceptable proof of a qualifying event with your application will delay or prevent the processing of your application and enrollment in coverage. Please call the customer service number on the back of your identification card or visit our website at [www.bcbsil.com](http://www.bcbsil.com) for examples of acceptable proof for the following qualifying events.

### **Special Enrollment Events:**

1. Your dependent(s) and/or you lost Minimum Essential Coverage;
  - a. For reasons beyond your control (not including reasons like failure to pay your full premium or any disregard on your part for the Plan's rules) as of this date.
  - b. Because someone on the Plan turned age 26 or 30 if unmarried military veteran, or was legally separated or divorced as of this date.
  - c. Because the policyholder died as of this date.
  - d. Because you lost my job, you lost hours, your employer stopped making payments, or your COBRA benefits ended as of this date.
  - e. Because you moved away from your individual HMO plan's service area as of this date.
  - f. Because your plan stopped covering people in your situation as of this date.
  - g. Because you moved out of the service area and lost your group HMO coverage, and there were no other options with the group, as of this date.
2. Because you got married on this date.
3. Because you had a baby, adopted a child, had a child placed with you for adoption, took in a foster child, or was otherwise ordered to cover a dependent through a court order as of this date.
4. Because there was a mistake when you signed up for my last health plan, or you have shown proof that your previous health plan or issuer broke its contract with you as of this date.
5. Because someone on your plan had a change in income and doesn't qualify for the advance payment of premium tax credit or cost-sharing reductions, or your last non-Marketplace plan broke government rules as of this date.
6. Because you got new health plan options when you moved on this date.
7. Because your current policy ends on a date other than December 31, which is this date.
8. Because your employer offered to help with the cost of coverage either through an Individual Coverage Health Reimbursement Arrangement (ICHRA) or a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA).
  - a. Your Employer is newly offering participation in an ICHRA or QSEHRA as of this date.
  - b. You are a new employee and your employer is offering participation in an ICHRA or QSEHRA as of this date.
9. Because of an allowed reason you do not see on this list that happened on this date.

**Coverage resulting from any of the special enrollment events outlined above is contingent upon timely completion of the application(s), including proof of such event and remittance of the appropriate premiums in accordance with the guidelines as established by Blue Cross and Blue Shield.**

This provision "Special Enrollment Periods/Effective Date of Coverage" is subject to change by Blue Cross and Blue Shield, and/or applicable law, as appropriate.

### **WHEN COVERAGE BEGINS**

This Policy does not cover any service received before your effective date of coverage. Also, if your prior coverage has an extension of benefits provision, this Policy will not cover charges incurred after your effective date that are covered under the prior plan's extension of benefits provision.

### **NOTIFICATION OF ELIGIBILITY CHANGES**

It is your responsibility to notify Blue Cross and Blue Shield of any changes to your and/or your eligible dependents name or address or other changes to eligibility. Such changes may result in coverage/benefit changes for you and your eligible spouse, party to a Civil Union, Domestic Partner and/or dependents. For example, if you move out of Blue Cross and Blue

Shield's "network service area". You must reside, live or work in the geographic "network service area" designated by Blue Cross and Blue Shield. You may call the customer service number shown on the back of your identification card to determine if you live in the network service area, or log on to Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com).

## **YOUR BLUE CROSS AND BLUE SHIELD IDENTIFICATION CARD**

You will receive an identification card from Blue Cross and Blue Shield. Your identification card contains your identification number. Do not let anyone who is not named in your coverage use your card to receive benefits. If you want additional cards or need to replace a lost card, contact customer service or go to the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) and get a temporary card online. Always carry your identification card with you.

## **INDIVIDUAL COVERAGE**

If you have Individual Coverage, only your own health care expenses are covered, not the health care expenses of other members of your family including newborns.

## **FAMILY COVERAGE**

If you have Family Coverage, your health care expenses and those of your enrolled spouse and your (or your spouse's) enrolled children who are under age 26 will be covered. All of the provisions of this Policy that pertain to a spouse also apply to a party of a Civil Union. A Domestic Partner and his/her children who are under age 26 are also eligible dependents. All of the provisions of this Policy that pertain to a spouse also apply to a Domestic Partner.

"Child(ren)" used hereafter in this Policy, means a natural child(ren), a stepchild(ren), an adopted child(ren), a foster child(ren), a child(ren) of your Domestic Partner, a child(ren) who is in your custody under an interim court order prior to finalization of adoption or placement of adoption vesting temporary care, whichever comes first, a child of your child, a grandchild(ren), a child(ren) for whom you are the legal guardian under 26 years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors.

In addition, enrolled unmarried children will be covered up to the age of 30 if they:

1. Live within the Blue Cross and Blue Shield's service area; and
2. Have served as an active or reserve member of any branch of the Armed Forces of the United States; and
3. Have received a release or discharge other than a dishonorable discharge.

Coverage for enrolled unmarried college students will continue to be provided for up to 12 months if he/she takes a medical leave of absence or reduces his/her course load to part - time status because of a serious illness or injury. Such continuation of coverage because of a serious illness or injury will terminate 12 months after notice of the illness or injury.

Newborn children will be covered from the moment of birth. Please notify Blue Cross and Blue Shield within 31 days of the birth so that your membership records can be adjusted.

Coverage for children will end on the last day of the period for which premium has been accepted.

Children who are under your legal guardianship or who are in your custody under an interim court order prior to finalization of adoption or placement of adoption vesting temporary care, whichever comes first, will be covered. In addition, if you have children who are not living with you but for whom you are required by law to provide health care coverage, those children will be covered.

Any children who are incapable of self - sustaining employment and are dependent upon you or other care Providers for lifetime care and supervision because of a disabling condition occurring prior to reaching the limiting age will be covered regardless of age as long as they were covered prior to reaching the limiting age as shown on your Schedule Page of this Policy.

This coverage does not include benefits for grandchildren (unless such children have been legally adopted or are under your legal guardianship).

## **PAYMENT OF PREMIUMS**

1. Premiums are due and payable on the due date.
2. The initial premium for Individual Coverage is based on your age at the time your coverage begins and the initial premium for Family Coverage is based on your age, your spouse's age or your party to a Civil Union or Domestic Partner's age and any eligible dependent children at the time coverage is applied for, as permitted by law.

3. Blue Cross and Blue Shield may establish a new premium for any of the benefits of this Policy on any of the following dates or occurrences:
- Whenever the benefits of this Policy are increased, which may occur whenever required by applicable law or as directed by regulatory interpretation;
  - Whenever the number of persons covered under this Policy is changed;
  - Whenever you move your residence from one geographical rating area to another; or
  - Whenever there is a change in your eligible dependent's tobacco use.
4. If the ages upon which the premium is based have been misstated, an amount which will provide Blue Cross and Blue Shield with the correct premium from your Coverage Date shall be due and payable upon billing or receipt from Blue Cross and Blue Shield.
5. In the event you are not receiving an Advanced Premium Tax Credit, a grace period of 31 days or such other grace period, if any, permitted by applicable law or regulatory guidance will be granted for the payment of each premium falling due after the first premium, during which grace period this Policy shall continue in force, however, Claim Payments for Covered Services received during the grace period may be pended until full premium payment is made, and during the grace period your Providers and Pharmacies may require you to pay for your health care and prescription drug expenses in full. After the grace period, coverage under this Policy will automatically terminate on the last day of the coverage period for which premiums have been paid, unless coverage is extended as described below.
- If you pay your premium in full during the grace period, then you may submit a Claim to Blue Cross and Blue Shield for any expenses that you paid to your Providers and pharmacies during the grace period. See the *How to File A Claim* section for additional information.
- If you fail to pay premiums to Blue Cross and Blue Shield within the grace period, this Policy will automatically terminate. During such grace period this Policy will continue in force, subject to the right of Blue Cross and Blue Shield to terminate this Policy in accordance with the "Termination of Coverage" provision of this Policy. If coverage is terminated for non-payment of premium, any Claims received and paid for during the grace period will be billed to you.
6. In the event you are receiving an Advanced Premium Tax Credit, you have a three - month grace period, or such other grace period, if any, permitted by applicable law or regulatory guidance for paying the full premiums falling due after the first premium. If full premium is not paid for you and your eligible dependents within one month of the premium due date, Claim Payments for Covered Services received during the second and third month's grace period under this Policy will be pended until full premium payment is made. If full payment of the premium is not made within the three - month grace period, then coverage under this Policy will automatically terminate on the last day of the first month of the three - month grace period. During the grace period, Blue Cross and Blue Shield will:
- Pay all appropriate Claims for services rendered during the first month of the grace period and may pend Claims for services rendered in the second and third months of the grace period, if any;
  - Notify the Department of Health and Human Services of such non - payment; and
  - Notify Providers of the possibility of denied Claims during the second and third months of your grace period, if any.

The grace periods and time periods during which your Claims will be pended are subject to change as permitted by applicable law, regulation or guidance.

The required premiums are determined and established by Blue Cross and Blue Shield based on your age, place of residence, tobacco use, and the number of dependents covered under this Policy according to the schedules filed with the Illinois Department of Insurance. Premiums will be calculated based on the age of each individual to be included under this Policy.

The grace periods and time periods during which your Claims will be pended are subject to change as permitted by applicable law, regulation or guidance.

Blue Cross and Blue Shield of Illinois does not accept payments of premium directly from third parties except for Permitted Premium Payments. Blue Cross and Blue Shield does not accept Prohibited Third Party Premium Payments.

Note: A Tobacco User may be subject to a premium increase of up to 1.5 times the rate applicable to those who are not Tobacco Users, to the extent permitted by applicable law or regulatory guidance, provided that Blue Cross and Blue Shield will provide an opportunity to offset such premium variation through participation in a wellness program to prevent or reduce Tobacco Use, if required by applicable law.

Your premium will not be adjusted more often than annually except for:

1. Changes to or as otherwise expressly permitted by state or federal laws and regulations;
2. Changes to coverage classification (for example, to a new age category or geographic location, for a change from non-smoking to a smoking category, or from a member coverage to a family member coverage type) ; or
3. After giving you 60 days written notice.

If premium is paid beyond the effective date of the premium change, Blue Cross and Blue Shield may require you to pay an additional premium or accept a refund (whichever is necessary). Premium payments should be sent to:

Blue Cross and Blue Shield of Illinois  
P. O. Box 3240  
Naperville, IL 60566-7240

Blue Cross and Blue Shield of Illinois does not accept payments of premium directly from third parties except for Permitted Premium Payments. Blue Cross and Blue Shield does not accept Prohibited Third Party Premium Payments.

### **When Premiums Are Not Paid on Time**

The grace period described above will be granted for the payment of each premium falling due after the first premium, during which grace period this Policy shall continue in force. After the grace period, coverage under this Policy will automatically terminate on the last day of the coverage period for which premiums have been paid, unless coverage is extended.

### **Refund Policy**

Your right to examine this Policy and receive premium refund are described in "The Right To Examine This Policy" provision of this policy. Otherwise, premiums for coverage are not refundable unless you have paid premiums in advance and wish to cancel coverage (with 30 days prior notice) or in the case of the death of a member. The one-time application fee, if any, is also non-refundable.

### **REMOVING AN INDIVIDUAL FROM COVERAGE**

To remove a family member from coverage, you must submit a request to Blue Cross and Blue Shield. You may re-enroll these terminated individuals under this Policy only during the enrollment periods. Application(s) must be completed and signed by you, and submitted to and approved by Blue Cross and Blue Shield.

If an individual is being removed from coverage because of losing his/her eligibility under this Policy, the individual is eligible to re-enroll under this Policy only during the enrollment periods, as applicable, by submitting an application(s) to Blue Cross and Blue Shield and the Providers of care may recover benefits erroneously paid to you on behalf of the removed member during the period of time during which the individual was ineligible.

### **WHO IS NOT ELIGIBLE**

The following individuals are not eligible for this coverage:

1. Unless listed as an eligible dependent, no other family member, Domestic Partner, common-law spouse, relative, or person is eligible for coverage under this Policy;
2. Incarcerated individuals, other than incarcerated individuals pending disposition of charges;
3. Individuals that do not live, reside or work in the network service area;
4. Individuals that do not meet Blue Cross and Blue Shield's eligibility requirements or residency standards; and
5. Individuals who are eligible to receive Medicare benefits are not eligible to enroll in this Plan, unless they fall within a Federal exception.

This provision "Who is Not Eligible" is subject to change by Blue Cross and Blue Shield and/or applicable law, as appropriate.



## RESCISSION OF COVERAGE

Any act, practice, or omission that constitutes fraud, or any intentional misrepresentation made by or on behalf of anyone seeking coverage under this Policy, may result in the cancellation of your coverage (and/or your dependent(s) coverage) retroactive to the effective date, subject to 30 days prior notification. A "Rescission" does not include other types of coverage cancellations, such as a cancellation of coverage due to failure to pay timely premiums towards coverage or cancellations attributable to routine eligibility and enrollment updates. In the event of such Rescission, Blue Cross and Blue Shield may deduct from the premium refund any amounts made in Claim Payments during this period and you may be liable for any Claim Payment amount greater than the total amount of premiums paid during the period for which Rescission is effected. At any time when Blue Cross and Blue Shield is entitled to rescind coverage already in force, Blue Cross and Blue Shield may make an offer to reform this Policy already in force or is otherwise permitted to make retroactive changes to this Policy and/or change the rating category/level. In the event of reformation, this Policy will be reissued retroactive in the form it would have been issued had the misstated or omitted information been known at the time of application. You have 180 days to appeal a Rescission or reformation of coverage. Please refer to the section *How To File A Claim* for information about your appeal rights concerning Rescission and/or reformation.

## REINSTATEMENT

Any applicant whose previous Blue Cross and Blue Shield contract was terminated for good cause is eligible to re - enroll in this Policy, only during the open enrollment and special enrollment period as applicable, by submitting application(s) to Blue Cross and Blue Shield.

When coverage lapses because you have not paid the premium, the terminated member(s) can apply for reinstatement of coverage by sending in the appropriate premium due. If you have included the necessary payment and no more than 60 days have elapsed since termination due to nonpayment of premium, coverage will be reinstated back to the date coverage lapsed. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of the reinstatement and loss due to such sickness as may begin more than 10 days after such date.

If more than 60 days have elapsed since coverage was terminated, you will have to complete a new application(s) for each family member applying for coverage. Blue Cross and Blue Shield may accept or deny the application(s). You will be notified within 30 days of receipt of application of acceptance or declination of reinstatement. If notice is not sent within 30 days, reinstatement will be deemed approved.

## TERMINATION OF COVERAGE/WHEN COVERAGE ENDS

If your coverage is terminated for any reason, Blue Cross and Blue Shield will provide you with a notice of termination of coverage that includes the reason for termination at least 30 days prior to the last day of coverage, or such other notice, if any, permitted by applicable law or regulatory guidance except as otherwise provided in this Policy.

Blue Cross and Blue Shield will also notify the Exchange of the termination effective date and the reason for termination.

You and your eligible dependents' coverage will be terminated due to the following events and will end on the dates specified below:

1. You terminate your coverage in a QHP, including as a result of your obtaining other minimum essential coverage, with reasonable, appropriate notice to the Exchange and Blue Cross and Blue Shield. For purposes of this provision, reasonable notice is defined as 14 days from the requested effective date of determination.  
The last day of coverage will be:
  - a. The termination date specified by you, if you provide reasonable notice;
  - b. 14 days after the termination is requested by you, if you do not provide reasonable notice; or
  - c. On a date determined by Blue Cross and Blue Shield, if Blue Cross and Blue Shield is able to effectuate termination is fewer than 14 days and you request an earlier termination effective date.
2. When you are no longer eligible for QHP coverage through the Exchange. The last day of coverage is the last day of the month following the month in which the notice is sent by the Exchange, unless you request an earlier effective date.
3. When Blue Cross and Blue Shield does not receive the premium payment on time or when there is a bank draft failure of premiums for your and/or your eligible dependents' coverage, and

- a. In the event you are receiving an Advanced Premium Tax Credit, the grace period (described above) for individuals receiving an Advanced Premium Tax Credit (described above) has been exhausted. The last day of coverage will be the last day of the first month of the grace period. Blue Cross and Blue Shield will pay all appropriate Claims for services rendered to you and/or your eligible dependents during the first month of the grace period and may pend Claims for service rendered to you and your eligible dependents in the second and third months of the grace period; or
  - b. In the event you are not receiving an Advanced Premium Tax Credit, after the 31 - day grace period has been exhausted, the last day of coverage will be the last day of the coverage period for which premiums have been paid, unless coverage is extended as described below. Also, if coverage is terminated, any Claims received and paid for during the grace period will be billed to you. Blue Cross and Blue Shield applies its termination policy for non - payment of premium uniformly to enrollees in similar circumstances.
4. Your coverage has been rescinded. See the definition of "Rescission" for additional information in the *Definitions Section* of this Policy.
5. This QHP terminates or is decertified.
6. You change from this QHP to another during an annual open enrollment period or special enrollment period. The last day of coverage in this QHP is the day before the effective date of coverage in your new QHP.

The above termination events, Claim pend dates and coverage termination dates are subject to change as permitted by applicable law, or regulatory guidance.

If Blue Cross and Blue Shield ceases operations, Blue Cross and Blue Shield will be obligated for services for the rest of the period for which premiums were already paid.

Cancellation of your coverage under this Policy terminates the coverage of all your dependents under this Policy.

Except for nonpayment of premium, Blue Cross and Blue Shield will not terminate your coverage without giving you 30 days written notice. Also, if your coverage is cancelled (for reasons other than fraud or deception) and you have paid premium in advance on behalf of the affected member, Blue Cross and Shield will return to you, within 30 days, the appropriate pro rata portion of the premium, less any amounts due to Blue Cross and Blue Shield.

Benefits will not be provided for any services or supplies received after the date coverage terminates under this Policy, unless specifically stated otherwise in the benefit sections of this Policy or below under the heading "Extension of Benefits in Case of Discontinuance of Coverage". However, termination of your coverage will not affect your benefits for any services or supplies that you received prior to your termination date.

#### **Extension of Benefits in Case of Discontinuance of Coverage**

If you are Totally Disabled at the time this Policy terminates, benefits will be provided for (and limited to) the Covered Services described in this Policy which are related to the disability. Benefits will be provided when no coverage is available under the succeeding carrier's policy due to the absence of coverage in this Policy. Benefits will be provided for a period of no more than 12 months from the date of termination. These benefits are subject to all of the terms and conditions of this Policy including, but not limited to, the requirements regarding Primary Care Physician referral. It is your responsibility to notify Blue Cross and Blue Shield, and to provide, when requested by Blue Cross and Blue Shield, written documentation of your disability. This extension of benefits does not apply to the Outpatient Prescription Drug Program Benefits section of this Policy.

## **CHILD - ONLY COVERAGE**

Eligible children that have not attained age 21 may enroll as the Enrollee under this Policy. In such event, this Policy is considered child - only coverage and the following restrictions apply:

1. The parent or legal guardian is not covered and is not eligible for benefits under this Policy.
2. If a child covered under this Policy acquires a new eligible child of his/her own, the new eligible child may be enrolled in his/her own coverage if application for coverage is made within 60 days.
3. If a child is under the age of 18, his/her parent, legal guardian, or other responsible party must submit the application for child - only insurance form, along with any exhibits, appendices, addenda and/or other required information to Blue Cross and Blue Shield and the Exchange, as appropriate. For any child under 18 covered under this Policy, any obligations set forth in this Policy, any exhibits, appendices, addenda and/or other required information will be the obligations of the parent, legal guardian, or other responsible party applying for coverage on the child's behalf. Application for child - only coverage will not be accepted for an adult child who has attained age 21 as of the beginning of the calendar year. Adult children (at least 18 years of age but have not attained age 21) who are applying as the Enrollee under this Policy must apply for their own individual Policy and must sign or authorize the application(s).

## **YOUR PRIMARY CARE PHYSICIAN**

**YOUR PRIMARY CARE PHYSICIAN OR WOMAN'S PRINCIPAL HEALTH CARE PROVIDER IS AN INDEPENDENT CONTRACTOR, NOT AN EMPLOYEE OR AGENT OF YOUR BLUE CROSS HMO. YOUR PRIMARY CARE PHYSICIAN OR WOMAN'S PRINCIPAL HEALTH CARE PROVIDER RENDERS AND COORDINATES YOUR MEDICAL CARE. YOUR BLUE CROSS HMO IS YOUR BENEFIT PROGRAM, NOT YOUR HEALTH CARE PROVIDER.**

As a participant in this benefit program, a directory of Participating Individual Practice Associations (IPAs) or Participating Medical Groups is available to you. You can visit the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) for a list of Participating IPAs/Participating Medical Groups or you can request a copy of the Provider directory by contacting customer service.

At the time that you applied for this coverage, you selected a Participating Individual Practice Association (IPA) or a Participating Medical Group and a Primary Care Physician. If you enrolled in Family Coverage, then members of your family may select a different Participating IPA/Participating Medical Group. You must choose a Primary Care Physician for each of your family members from the selected Participating IPA/Participating Medical Group. In addition, female members also may choose a Woman's Principal Health Care Provider. You may also select a pediatrician as the Primary Care Physician for your dependent children from the same or a different Participating IPA/Participating Medical Group. However, your Primary Care Physician and your Woman's Principal Health Care Provider must be affiliated with or employed by your Participating IPA/Participating Medical Group.

Your Primary Care Physician is responsible for coordinating all of your health care needs. In the case of female members, your health care needs may be coordinated by your Primary Care Physician and/or your Woman's Principal Health Care Provider. In the case of a dispute between your Primary Care Physician or Woman's Principal Health Care Provider and Blue Cross and Blue Shield regarding the medical necessity of services provided to you, please contact your Participating IPA/Participating Medical Group. Your Participating IPA/Participating Medical Group has processes in place to resolve disputes between your Primary Care Physician or Woman's Principal Health Care Provider and Blue Cross and Blue Shield.

### **Changing Your Primary Care Physician or Woman's Principal Health Care Provider**

You may change your choice of Primary Care Physician or Woman's Principal Health Care Provider to one of the other Physicians in your Participating IPA or Participating Medical Group by notifying your Participating IPA/Participating Medical Group of your desire to change. Contact your Participating IPA/Participating Medical Group, your Primary Care Physician or Woman's Principal Health Care Provider for a list of providers.

### **Changing Your Participating IPA/Participating Medical Group**

You may change from your Participating IPA/Participating Medical Group to another Participating IPA/Participating Medical Group by calling Blue Cross and Blue Shield at 1 - 800 - 892 - 2803.

The change will be effective the first day of the month following your call. However, if you are an Inpatient or in the third trimester of pregnancy at the time of your request, the change will not be effective until you are no longer an Inpatient or until your pregnancy is completed.

When necessary, Participating IPA's/Participating Medical Groups have the right to request the removal of members from their enrollment. Their request cannot be based upon the type, amount or cost of services required by any member. If Blue Cross and Blue Shield determines that the Participating IPA/Participating Medical Group has sufficient cause and approves such a request, such members will be offered enrollment in another Participating IPA or Participating Medical Group or enrollment in any other direct - payment health care coverage then being offered by Blue Cross and Blue Shield. The change will be effective no later than the first day of the month following 45 days from the date the request is received.

### **Selecting a Different Participating IPA/Participating Medical Group for Your Newborn**

You may select a Participating IPA/Participating Medical Group for your newborn child. The IPA/Participating Medical Group selection can be the same as the mother's IPA /Participating Medical Group or a new IPA/Participating Medical Group can be selected for the newborn. Your newborn may be added to the selected Participating IPA/Participating Medical Group on the first day of the newborn's birth.

### **Changing Your Woman's Principal Health Care Provider**

If your Woman's Principal Health Care Provider is within the same Participating IPA/Participating Medical Group as your Primary Care Physician and you wish to change to another Woman's Principal Health Care Provider within the same Participating IPA/Participating Medical Group, notify your Participating IPA/Participating Medical Group of your desire to change. Contact your Participating IPA/Participating Medical Group to obtain the specific procedures to follow.

If you wish to change to a Woman's Principal Health Care Provider who is not in the same Participating IPA/Participating Medical Group as your Primary Care Physician, you must contact Blue Cross and Blue Shield at 1 - 800 - 892 - 2803.

#### **After - Hours Care**

Your Participating IPA/Participating Medical Group has systems in place to maintain a twenty - four (24) hour answering service and ensure that each Primary Care Physician or Woman's Principal Health Care Provider provides a twenty - four (24) hour answering arrangement and a twenty - four (24) hour on - call arrangement for all members enrolled with the Participating IPA/Participating Medical Group that can provide further instructions to you when your Primary Care Physician or Woman's Principal Health Care Provider is not available. In the case of emergency, you will be instructed to dial 911.

#### **Transition of Care Benefits**

If you are a new HMO Enrollee and you are receiving care for a condition that requires an Ongoing Course of Treatment or if you have entered into the second or third trimester of pregnancy, and your Physician does not belong to Blue Cross and Blue Shield's network, but is within Blue Cross and Blue Shield's service area, you may request the option of transition of care benefits. You must submit a written request to Blue Cross and Blue Shield for transition of care benefits within 15 business days of your eligibility effective date. Blue Cross and Blue Shield may authorize transition of care benefits for a period of up to 90 days from the effective date of enrollment. Authorization of benefits is dependent on the Physician's agreement to contractual requirements and submission of a detailed treatment plan. A written notice of Blue Cross and Blue Shield's determination will be sent to you within 15 business days of receipt of your request.

If you are a current HMO Enrollee and you are receiving care for a condition that requires an Ongoing Course of Treatment or if you have entered into the second or third trimester of pregnancy and your Primary Care Physician or Woman's Principal Health Care Provider leaves the Blue Cross and Blue Shield network, you may request the option of continuity of care benefits as described in the "Continuity of Care" provision in the *Other Things You Should Know* section. You must submit a written request to Blue Cross and Blue Shield for continuity of care benefits within 30 business days after receiving notification of your Primary Care Physician or Woman's Principal Health Care Provider's termination.

Blue Cross and Blue Shield may authorize transition of care benefits for a period up to 90 days. Authorization of benefits is dependent on the Physician's agreement to contractual requirements and submission of a detailed treatment plan.

A written notice of the determination will be sent to you within 15 business days of receipt of your request.

### **YOUR OVERALL PROGRAM DEDUCTIBLE**

If you have Individual Coverage, each calendar year you must satisfy the deductible amount(s) shown on your Schedule Page, if any, before receiving benefits.

If you have Family Coverage and your family has satisfied the deductible amount shown on your Schedule Page, if any, it will not be necessary for anyone else in your family to meet a deductible in that calendar year. That is, for the remainder of that calendar year, no other family members will be required to meet the calendar year deductible before receiving benefits.

## PHYSICIAN BENEFITS

This section of your Policy explains what your benefits are when you receive care from a Physician or other specified professional Provider.

Remember, to receive benefits for Covered Services, (except for routine vision examinations), they must be performed by or ordered by your Primary Care Physician or Woman's Principal Health Care Provider. In addition, only services performed by Physicians are eligible for benefits unless another Provider, for example, a Dentist, is specifically mentioned in the description of the service.

Whenever we use "you" or "your" in describing your benefits, we mean all eligible family members who are covered under Family Coverage.

### COVERED SERVICES

Your coverage includes benefits for the following Covered Services:

**Surgery**.....when performed by a Physician, Dentist or Podiatrist or other Provider acting within the scope of his/her license. However, benefits for oral Surgery are limited to the following services:

1. Surgical removal of completely bony impacted teeth;
2. Excision of tumors or cysts from the jaws, cheeks, lips, tongue, roof or floor of the mouth;
3. Surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof or floor of the mouth; and
4. Excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation of, or excision of, the temporomandibular joints.

The following services are also part of your surgical benefits:

1. **Anesthesia**.....if administered in connection with a covered surgical procedure by a Physician, Dentist or Podiatrist other than the operating surgeon or by a Certified Registered Nurse Anesthetist.

In addition, benefits will be provided for anesthesia administered in connection with dental care treatment rendered in a Hospital or Ambulatory Surgical Facility if (a) a child is age 6 and under, (b) you have a chronic disability that is the result of a mental or physical impairment, is likely to continue and that substantially limits major life activities such as self - care, receptive and expressive language, learning, mobility, capacity for independent living or economic self - sufficiency or (c) you have a medical condition requiring hospitalization or general anesthesia for dental care.

Benefits will be provided for anesthesia administered in connection with dental care treatment rendered in a dental office, oral surgeon's office, Hospital or Ambulatory Surgical Facility if you are under age 26 and have been diagnosed with an autism spectrum disorder or a developmental disability.

For purposes of this provision only, the following definitions shall apply:

**Autism spectrum disorder**.....means a pervasive developmental disorder described by the American Psychiatric Association or the World Health Organization diagnostic manuals as an autistic disorder, atypical autism, Asperger Syndrome, Rett Syndrome, childhood disintegrative disorder, or pervasive developmental disorder not otherwise specified; or a special education classification for autism or other disabilities related to autism.

**Developmental disability**.....means a disability that is attributable to an intellectual disability or a related condition, if the related condition meets all of the following conditions:

- a. It is attributable to cerebral palsy, epilepsy or any other condition, other than a Mental Illness, found to be closely related to an intellectual disability because that condition results in impairment of general intellectual functioning or adaptive behavior similar to that of individuals with an intellectual disability and requires treatment or services similar to those required for those individuals; for purposes of this definition, autism is considered a related condition;
- b. It manifested before the age of 22;
- c. It is likely to continue indefinitely; and

- d. It results in substantial functional limitations in 3 or more of the following areas of major life activity: i) self - care, ii) language, iii) learning, iv) mobility, v) self - direction, and vi) the capacity for independent living.
2. **An assistant surgeon**.....that is, a Physician, Dentist or Podiatrist who actively assists the operating surgeon in the performance of a covered surgical procedure.
3. **Additional Surgical Opinion**.....following a recommendation for elective Surgery. Your benefits will be limited to one consultation and any related Diagnostic Service by a Physician.
4. **Surgery for morbid obesity**.....including, but not limited to, bariatric Surgery.

### **Early Treatment of a Serious Mental Illness**

Benefits will be provided to treat a serious mental illness in a child or young adult under age 26, for the following bundled, evidenced-based treatments:

1. **First Episode Psychosis Treatment**– benefits for coordinated specialty care for first episode psychosis treatment will be covered when provided by FIRST.IL Providers.
2. **Assertive Community Treatment (ACT)** – benefits for ACT will be covered when provided by DHS-Certified Providers.
3. **Community Support Team Treatment (CST)** – benefits for CST will be covered when provided by DHS-Certified Providers.

In addition to the **DEFINITIONS** in this Certificate, the following definitions are applicable to this provision:

**DHS-Certified Provider**.....means a provider certified to provide ACT and CST by the Illinois Department of Human Services' Division of Mental Health and approved to provide ACT and CST by the Illinois Department of Healthcare and Family Services.

**FIRST.IL Provider**.....means a provider contracted with the Illinois Department of Human Services' Division of Mental Health to deliver coordinated specialty care for first episode psychosis treatment.

### **Medical Care**

Benefits will be provided for Medical Care rendered to you:

1. When you are an Inpatient in a Hospital, Skilled Nursing Facility or a Residential Treatment Center;
2. When you are a patient in a Home Health Care Program; or
3. On an Outpatient basis in your Physician's office or your home.

Medical Care visits will only be covered for as long as your stay in a particular facility or program is eligible for benefits (as specified in the *Hospital Benefits* section of this Policy).

Benefits for the treatment of Mental Illness is also a benefit under your Medical Care coverage. In addition to a Physician, Mental Illness rendered under the supervision of a Physician by a clinical social worker or other mental health professional is covered.

**Consultations**.....that is, examination and/or treatment by a Physician to obtain his/her advice in the diagnosis or treatment of a condition which requires special skill or knowledge.

**Mammograms**.....Benefits will be provided for routine mammograms for all women. A routine mammogram is an x - ray or digital examination of the breast for the presence of breast cancer, even if no symptoms are present. Benefits for routine mammograms will be provided as follows:

1. One baseline mammogram
2. An annual mammogram

Benefits for mammograms will be provided for women who have a family history of breast cancer, prior personal history of breast cancer, positive genetic testing or other risk factors at the age and intervals considered medically necessary or as often as your Primary Care Physician or Woman's Principal Health Care Provider finds necessary.



If a routine mammogram reveals heterogeneous or dense breast tissue , or when determined to be medically necessary by your Primary Care Physician, Woman's Principal Health Care Provider, Advanced Practice Nurse Physician, Advanced Practice Nurse, or Physician Assistant, benefits will be provided for a comprehensive ultrasound screening and magnetic resonance imaging ("MRI") screening of an entire breast or breasts.

Benefits for Diagnostic Mammograms will be provided for women when determined to be medically necessary by your Primary Care Physician Woman's Principal Health Care Provider Advanced Practice Nurse, or Physician's Assistant..

Benefits for mammograms will be provided at 100% of the Provider's Charge, whether or not you have met your program deductible.

In addition to the *Definitions Section* of this Policy, the following definitions are applicable to this provision:

**Diagnostic Mammograms**.....means a mammogram obtained using Diagnostic Mammography.

**Diagnostic Mammography**.....means a method of screening that is designed to evaluate an abnormality in a breast, including an abnormality seen or suspected on a screening mammogram or a subjective or objective abnormality otherwise detected in the breast.

**Breast Cancer Pain Medication and Therapy**.....Benefits will be provided for all medically necessary pain medication and pain therapy related to the treatment of breast cancer. Pain therapy means therapy that is medically - based and includes reasonably defined goals, including, but not limited to stabilizing or reducing pain, with periodic evaluations of the efficacy of the pain therapy against these goals. Benefits will also be provided for all medically necessary pain medication related to the treatment of breast cancer under the Outpatient Prescription Drug Program Benefits section of this Policy.

**HIV Screening and Counseling**.....Benefits will be provided for HIV screening and counseling and prenatal HIV testing ordered by a Primary Care Physician or Woman's Principal Health Care Provider, including but not limited to orders consistent with the recommendations of the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics. Unless otherwise stated, benefits will be provided as described in the "Preventive Care Services" provision of this section of your Policy.

**Fibrocystic Breast Condition**.....Benefits will be provided for Covered Services related to fibrocystic breast condition.

**Long-term Antibiotic Therapy**.....Benefits will be provided for Long-term Antibiotic Therapy, including necessary office visits and ongoing testing, for a person with a Tick-Borne Disease when determined to be medically necessary and ordered by your Primary Care Physician or Woman's Principal Health Care Provider after making a thorough evaluation of the patient's symptoms, diagnostic test results, or response to treatment.

An experimental drug will be covered as a Long-term Antibiotic Therapy if it is approved for an indication by the United States Food and Drug Administration. A drug, including an experimental drug, shall be covered for an off-label use in the treatment of a Tick-Borne Disease if the drug has been approved by the United States Food and Drug Administration.

### **Preventive Care Services**

In addition to the benefits otherwise provided in this Policy, (and notwithstanding anything in your Policy to the contrary), the following preventive care services will be considered Covered Services when ordered by your Primary Care Physician or Woman's Principal Health Care Provider and will not be subject to any calendar year deductible, Coinsurance, Copayment or benefit dollar maximum (to be implemented in the quantities and within the time period allowed under applicable law or regulatory guidance):

1. Evidence - based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ( "USPSTF" );
2. Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention ("CDC") with respect to the individual involved;
3. Evidenced - informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration ( "HRSA" ) for infants, children, and adolescents; and
4. With respect to women, such additional preventive care and screenings, not described in item 1. above, as provided for in comprehensive guidelines supported by the HRSA.

The services listed below may include requirements pursuant to state regulatory mandates and are to be covered at no cost to the member.

For purposes of this benefit, the current recommendations of the USPSTF regarding breast cancer screening and mammography and prevention will be considered the most current (other than those issued in or around November, 2009).

The preventive care services described above may change as USPSTF, CDC and HRSA guidelines are modified. For more information, you may access the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) or contact customer service at the toll - free number on your identification card.

If a recommendation or guideline for a particular preventive health service does not specify the frequency, method, treatment or setting in which it must be provided, Blue Cross and Blue Shield may use reasonable medical management techniques to determine coverage.

If a covered preventive health service is provided during an office visit and is billed separately from the office visit, you may be responsible for the Copayment for the office visit only. If an office visit and the preventive health service are billed together and the primary purpose of the visit was not the preventive health service, you may be responsible for the Copayment for the office visit including the preventive health service.

**Preventive Care Services for Adults (and others as specified):**

1. Abdominal aortic aneurysm screening for men ages 65 to 75 who have ever smoked;
2. Unhealthy alcohol use screening and counseling;
3. Aspirin use for men and women for prevention of cardiovascular disease for certain ages;
4. Blood pressure screening;
5. Cholesterol screening for adults of certain ages or at higher risk;
6. Clinicians offer or refer adults with a Body Mass Index (BMI) of 30 or higher to intensive, multicomponent behavioral interventions;
7. Colorectal cancer screening for adults over age 50;
8. Depression screening;
9. Physical activity counseling for adults who are overweight or obese and have additional cardiovascular disease risk factors for cardiovascular disease;
10. HIV screening for all adults at higher risk;
11. HIV preexposure prophylaxis (PrEP) with effective antiretroviral therapy for persons at high risk of HIV acquisition;
12. The following immunization vaccines for adults (doses, recommended ages, and recommended populations vary);
  - a. Hepatitis A
  - b. Hepatitis B
  - c. Herpes Zoster (Shingles)
  - d. Human papillomavirus
  - e. Influenza (Flu shot)
  - f. Measles, Mumps, Rubella
  - g. Meningococcal
  - h. Pneumococcal
  - i. Tetanus, Diphtheria, Pertussis
  - j. Varicella
13. Unhealthy alcohol and drug use screening and counseling;
14. Obesity screening and counseling;
15. Sexually transmitted infections (STI) counseling for adults at increased risk;
16. Tobacco use screening and cessation interventions for Tobacco Users;
17. Syphilis screening for adults at higher risk;

18. Exercise interventions to prevent falls in adults age 65 years and older who are at increased risk for falls;
19. Hepatitis C virus (HCV) screening for infection in adults aged 18 to 79 years;
20. Hepatitis B virus screening for persons at high risk for infection;
21. Counseling children, adolescents, and young adults who have fair skin about minimizing their exposure to ultraviolet radiation to reduce risk for skin cancer;
22. Lung cancer screening in adults 50 and older who have a 20-pack year smoking history and currently smoke or have quit within the past 15 years;
23. Screening for high blood pressure in adults age 18 years or older;
24. Screening for abnormal blood glucose and type II diabetes mellitus as part of cardiovascular risk assessment in adults who are overweight or obese;
25. Low to moderate-dose statin for the prevention of cardiovascular disease (CVD) for adults aged 40 to 75 years with:
  - a) no history of CVD, b) one or more risk factors for CVD (including, but not limited to, dyslipidemia, diabetes hypertension or smoking) and c) a calculated 10-year CVD risk of 10% or greater;
26. Tuberculin testing for adults 18 years or older who are at higher risk of tuberculosis.

**Preventive Care Services for Women (including pregnant women, and others as specified):**

1. Bacteriuria urinary culture screening or other infection screening for pregnant women;
2. BRCA counseling about genetic testing for women at higher risk;
3. Breast cancer mammography screenings, including breast tomosynthesis and, if determined to be Medically necessary, a screening MRI and comprehensive ultrasound;
4. Breast cancer chemoprevention counseling for women at higher risk;
5. Breastfeeding comprehensive lactation support and counseling from trained Providers, as well as access to breastfeeding supplies, for pregnant and nursing women. Electric breast pumps are limited to one per calendar year;
6. Cervical cancer screening;
7. Chlamydia infection screening for younger women and women at higher risk;
8. Contraception: Certain FDA - approved contraceptive methods, sterilization procedures, and patient education and counseling;
9. Domestic and interpersonal violence screening and counseling for all women;
10. Daily supplements of .4 to .8 mg of folic acid for women who may become pregnant;
11. Diabetes mellitus screening after pregnancy;
12. Gestational diabetes screening for women after 24 weeks pregnant and those at high risk of developing gestational diabetes;
13. Gonorrhea screening for all women;
14. Hepatitis B screening for pregnant women at their first prenatal visit;
15. HIV screening and counseling for women;
16. Human papillomavirus (HPV) DNA test: high risk HPV DNA testing every 3 years for women with normal cytology results who are age 30 or older;
17. Perinatal depression screening and counseling;
18. Osteoporosis screening for women over age 65, and younger women with risk factors;
19. Rh incompatibility screening for all pregnant women and follow - up testing for women at higher risk;
20. Tobacco use screening and interventions for all women, and expanded counseling for pregnant Tobacco Users;

21. Screening for anxiety in adolescent and adult women, including those who are pregnant or postpartum, who have not recently been screened;
22. Sexually transmitted infections (STI) counseling for adults at increased risk;
23. Syphilis screening for all pregnant women or other women at increased risk;
24. Well - woman visits to obtain recommended preventive services;
25. Urinary incontinence screening;
26. Intrauterine device (IUD) services related to follow-up and management of side effects, counseling for continued adherence and device removal;
27. Aspirin use for pregnant women to prevent preeclampsia;
28. Screening for preeclampsia in pregnant women with blood pressure measurements throughout pregnancy.

**Preventive Care Services for Children (and others as specified):**

1. Alcohol and drug use assessment for adolescents;
2. Behavioral assessments for children of all ages;
3. Blood pressure screenings for children of all ages;
4. Cervical dysplasia screening for females;
5. Congenital hypothyroidism screening for newborns;
6. Critical congenital heart defect screening for newborns;
7. Depression screening for adolescents;
8. Development screening for children under age 3, and surveillance throughout childhood;
9. Dyslipidemia screening for children ages 9-11 and 17-21;
10. Bilirubin screenings for newborns;
11. Fluoride chemoprevention supplements for children without fluoride in their water source and topical Fluoride applications;
12. Fluoride varnish to the primary teeth of all infants and children starting at the age of primary tooth eruption;
13. Gonorrhea preventive medication for the eyes of all newborns;
14. Hearing screening for all newborns, children and adolescents;
15. Height, weight and body mass index measurements;
16. Hematocrit or hemoglobin screening;
17. Hemoglobinopathies or sickle cell screening for all newborns;
18. HIV screening for adolescents at higher risk;
19. The following immunization vaccines for children from birth to age 18 (doses, recommended ages, and recommended populations vary):
  - a. Hepatitis A;
  - b. Hepatitis B;
  - c. Human papillomavirus;
  - d. Influenza (Flu shot);
  - e. Measles, Mumps, Rubella;
  - f. Meningococcal;
  - g. Pneumococcal;
  - h. Tetanus, Diphtheria, Pertussis;

- i. Varicella;
  - j. Haemophilus influenzae type b;
  - k. Rotavirus;
  - l. Inactivated Poliovirus Vaccine;
  - m. Diphtheria, tetanus & acellular pertussis.
20. Lead screening for children at risk for exposure;
  21. Autism screening for children at 18 and 24 months of age;
  22. Medical history for all children throughout development;
  23. Obesity screening and counseling;
  24. Oral health risk assessment for younger children up to six years old;
  25. Phenylketonuria (PKU) screening for newborns;
  26. Sexually transmitted infections (STI) prevention and counseling for adolescents;
  27. Tuberculin testing for children at higher risk of tuberculosis;
  28. Vision screening for children and adolescents;
  29. Tobacco use interventions, including education or brief counseling to prevent initiation of tobacco use in school-aged children and adolescents;
  30. Newborn blood screening;
  31. Any other immunization that is required by law for a child. Allergy injections are not considered immunizations under this benefit provision.

Drugs (including both prescription and over-the-counter) that fall within a category of the current “A” or “B” recommendations of the United States Preventive Services Task Force and that are listed on the ACA Preventive Services Drug List (to be implemented in the quantities and within the time period allowed under applicable law) will be covered and will not be subject to any Copayment Amount; Coinsurance Amount, Deductible, or dollar maximum when obtained from a Participating Pharmacy. Drugs on the Preventive Services Drug List that are obtained from a non-Participating Pharmacy, may be subject to Copayment Amount, Coinsurance Amount, Deductibles or dollar maximums, if applicable.

The FDA - approved contraceptive drugs and devices currently covered under this benefit provision are listed on the Contraceptive Coverage List. This list is available on Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) and by contacting customer service at the toll - free number on your identification card. Benefits are not available under this benefit provision for contraceptive drugs and devices not listed on the Contraceptive Coverage List. You may, however, have coverage under other sections of this Policy, subject to any applicable deductible, Coinsurance, Copayments and/or benefit maximums. The Contraceptive Coverage List and the preventive care services covered under this benefit provision are subject to change as FDA guidelines, medical management and medical policies are modified.

Routine pediatric care, women's preventive care (such as contraceptives) and/or Outpatient periodic health examinations Covered Services not included above will be subject to the deductible, Coinsurance, Copayments and/or benefit maximums described elsewhere in your Policy, if applicable.

**Outpatient Periodic Health Examinations** .....including the taking of your medical history, physical examination and any diagnostic tests necessary because of your age, sex, medical history or physical condition. You are eligible for these examinations as often as your Primary Care Physician or Woman's Principal Health Care Provider, following generally accepted medical practice, finds necessary.

**Covered Services include, but are not limited to:**

1. Clinical breast examinations;
2. Routine cervical smears or Pap smears;
3. Routine prostate - specific antigen tests and digital rectal examinations;
4. Colorectal cancer screening — as prescribed by a Physician, in accordance with the published American Cancer Society guidelines on colorectal cancer screening or other existing colorectal cancer screening guidelines issued

by nationally recognized professional medical societies or federal government agencies, including the National Cancer Institute, the Centers for Disease Control and Prevention, and the American College of Gastroenterology; and

5. Ovarian cancer screening – using CA - 125 serum tumor marker testing, transvaginal ultrasound and pelvic examination.

Benefits will also be provided for pre - marital examinations that are required by state or federal law. Benefits are not available for examinations done for insurance or employment screening purposes.

**Routine Pediatric Care**.....that is, the routine health care of infants and children including examinations, tests, immunizations and diet regulation. Children are eligible for benefits for these services as often as is felt necessary by their Primary Care Physician.

Benefits will also be provided for pre - school or school examinations that are required by state or federal law. Benefits are not available for recreational/camp physicals or sports physicals. Unless otherwise stated, benefits will be provided as described in the "Preventive Care Services" provision of this section of your Policy.

**Diagnostic Services**.....these services will be covered when rendered by a Dentist or Podiatrist, in addition to a Physician.

#### **Allergy Testing and Treatment**

**Injected Medicines**.....that is, drugs that cannot be self - administered and which must be administered by injection. Benefits will be provided for the drugs and the administration of the injection. This includes routine immunizations and injections that you may need for traveling. Unless otherwise stated, benefits will be provided as described in the "Preventive Care Services" provision of this section of your Policy.

In addition, benefits will be provided for a human papillomavirus (HPV) vaccine and a shingles vaccine approved by the federal Food and Drug Administration. Unless otherwise stated, benefits will be provided as described in the "Preventive Care Services" provision of this section of your Policy.

**Amino Acid - Based Elemental Formulas**.....Benefits will be provided for amino acid - based elemental formulas for the diagnosis and treatment of eosinophilic disorders or short - bowel syndrome.

**Electroconvulsive Therapy**.....including benefits for anesthesia administered with the electroconvulsive therapy if the anesthesia is administered by a Physician other than the one administering the therapy.

**Radiation Therapy**.....that is, the use of ionizing radiation in the treatment of a medical illness or condition.

**Massage Therapy**.....that is, massage to treat muscle pain or dysfunction.

**Chemotherapy**.....that is, Benefits will be provided for non-self-injected intravenous cancer medications that are used to kill or slow the growth of cancerous cells

**Cancer Medications**.....Cancer Medications Benefits will be provided for orally administered cancer medications, or self-injected cancer medications that are used to kill or slow the growth of cancerous cells. Your Deductible, Copayment Amount, or Coinsurance Amount will not apply to orally administered cancer medications when received from a Participating Pharmacy.

**Outpatient Rehabilitative Therapy**.....including, but not limited to, Speech Therapy, Physical Therapy and Occupational Therapy. Treatment, as determined by your Primary Care Physician or Woman's Principal Health Care Provider, must be either (a) limited to therapy which is expected to result in significant improvement within two months in the condition for which it is rendered, except as specifically provided for under the "Autism Spectrum Disorder(s)" provision and the plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of the therapy and indicate the diagnosis and anticipated goals, or (b) prescribed as preventive or Maintenance Physical Therapy for members affected by multiple sclerosis. Rehabilitative therapy must be expected to help a person regain, maintain or prevent deterioration of a skill or function that has been acquired but then lost or impaired due to illness, injury or disabling condition.

**Cardiac Rehabilitation Services**.....Benefits are available if you have a history of any of the following: acute myocardial infarction, coronary artery bypass graft Surgery, percutaneous transluminal coronary angioplasty, heart valve Surgery, heart transplantation, stable angina pectoris, compensated heart failure or transmyocardial revascularization.

**Autism Spectrum Disorder(s)**.....Your benefits for the diagnosis and treatment of Autism Spectrum Disorder(s) are the same as your benefits for any other condition. Treatment for Autism Spectrum Disorder(s) shall include the following care

when prescribed, provided or ordered for an individual diagnosed with an Autism Spectrum Disorder by (a) your Primary Care Physician or Woman's Principal Health Care Provider who has determined that such care is medically necessary, or (b) a certified, registered or licensed health care professional with expertise in treating effects of Autism Spectrum Disorder(s) and when the care is determined to be medically necessary and ordered by your Primary Care Physician or Woman's Principal Health Care Provider:

1. Psychiatric care, including diagnostic services;
2. Psychological assessment and treatment;
3. Habilitative or rehabilitative treatment;
4. Therapeutic care, including behavioral Occupational Therapy, Physical Therapy and Speech Therapy that provide treatment in the following areas:
  - a) Self-care and feeding, b) pragmatic, receptive and expressive language, c) cognitive functioning, d) applied behavior analysis (ABA), intervention and modification, e) motor planning and f) sensory processing.

**Habilitative Services**.....Your benefits for Habilitative Services are the same as your benefits for any other condition if all of the following conditions are met:

1. A Physician has diagnosed the Congenital, Genetic or Early Acquired Disorder; and
2. Treatment is administered by a licensed speech - language pathologist, audiologist, occupational therapist, physical therapist, Physician, licensed nurse, Optometrist, licensed nutritionist, Clinical Social Worker or Psychologist upon the referral of your Primary Care Physician or Woman's Principal Health Care Provider; and
3. Treatment must be medically necessary and therapeutic and not Experimental/Investigational.

**Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections (PANDAS)/Pediatric Acute Onset Neuropsychiatric Syndrome (PANS) Treatment**.....Benefits will be provided for all medically necessary treatment of pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections and pediatric acute onset neuropsychiatric syndrome, including coverage for medically necessary intravenous immunoglobulin therapy.

**Outpatient Respiratory Therapy**.....when rendered for the treatment of an illness or injury by or under the supervision of a qualified respiratory therapist.

**Pulmonary Rehabilitation Therapy**.....Benefits will be provided for Outpatient cardiac/pulmonary rehabilitation programs and Outpatient pulmonary rehabilitation services.

**Chiropractic and Osteopathic Manipulation**.....Benefits will be provided for manipulation or adjustment of osseous or articular structures, commonly referred to as chiropractic and osteopathic manipulation, when performed by a person licensed to perform such procedures. Benefits for chiropractic and osteopathic manipulation are limited to 25 visits per calendar year.

**Hearing Aid Benefits**..... Your hearing aid benefit period begins on the date that you first receive a Hearing Aid after the date that your coverage began and continues through the benefit period. Later benefit periods will begin on the first day that you receive a Hearing Aid after expiration of your prior established Hearing Aid benefit period.

#### **Hearing Aids for Individuals Under the Age of 19**

Benefits will be provided for Hearing Aids for individuals under the age of 19 when a Hearing Care Professional (upon the referral from your Primary Care Physician or Woman's Principal Health Care Provider) prescribes a Hearing Aid to augment communication as follows:

1. One Hearing Aid will be covered for each ear every 24 months;
2. Related services, such as audiological examinations and selection, fitting, and adjustment of ear molds to maintain optimal fit will be covered when deemed medically necessary by a Hearing Care Professional; and
3. Hearing Aid repairs will be covered when deemed medically necessary.

#### **Hearing Aids for Individuals Over the Age of 19.....**

Your benefits include coverage for Hearing aids for individuals over the age of 19 when a Hearing care Professional (upon referral from your Primary Care Physician or Woman's Principal Health Care Provider) prescribes a Hearing Aid to augment communication as follows:

1. One Hearing Aid will be covered for each ear every 24 months;

2. Related services, such as audiological examinations and selection, fitting, and adjustment of ear molds to maintain optimal fit will be covered when deemed medically necessary by a Hearing Care Professional; and
3. Hearing Aid repairs will be covered when deemed medically necessary.

## **YOUR COST FOR HEARING AIDS**

Please see the Schedule Page section of this Policy for more information regarding the cost of your Hearing Aids.

**Hearing Screening**.....when done to determine the need for hearing correction. Benefits will be provided for hearing aids for children up to the age of 19 and will be limited to one pair every 36 months.

**Diabetes Self - Management Training and Education**.....Benefits will be provided for Outpatient self - management training, education and medical nutrition therapy. Benefits will be provided if these services are rendered by a Physician, or duly certified, registered or licensed health care professional with expertise in diabetes management, operating within the scope of his/her license. Benefits are also available for regular foot care examinations by a Physician or Podiatrist, and for licensed dietitian nutritionists and certified diabetes educators to counsel diabetics in their home to remove the hurdle of transportation for diabetes patients to receive treatment. Unless otherwise stated, benefits will be provided as described in the "Preventive Care Services" provision of this section of your Policy.

**Routine Vision Examinations**.....Benefits will be provided for a routine vision examination, limited to one visit per a 12-month period, without a referral from your Primary Care Physician or Woman's Principal Health Care Provider for vision examinations done to determine the need for vision correction including determination of the nature and degree of refractive errors of the eyes.

The examination must be rendered by an Optometrist or Physician who has an agreement with Blue Cross and Blue Shield to provide routine vision examinations to you. Routine vision examinations do not include medical or surgical treatment of eye diseases or injuries.

**Pediatric Vision Care**.....Please see the *Pediatric Vision Care Benefits* section for more information regarding pediatric vision care benefits.

**Dental Accident Care**.....that is, dental services rendered by a Dentist or Physician which are required as the result of an accidental injury. However, these services are covered only if the injury is to sound natural teeth. A sound natural tooth is any tooth that has an intact root or is part of a permanent bridge.

**Family Planning Services**.....including family planning counseling, the diagnosis and treatment of organic causes of infertility, prescribing of contraceptive drugs, fitting of contraceptive devices and sterilization. See "Outpatient Contraceptive Services" below for additional benefits.

Benefits are not available under this benefit section for the actual contraceptive drugs.

**Outpatient Contraceptive Services**.....Benefits will be provided for Outpatient contraceptive services. Outpatient contraceptive services include, but are not limited to, consultations, patient education, counseling on contraception, examinations, procedures and medical services provided on an Outpatient basis and related to the use of contraceptive methods (including natural family planning) to prevent an unintended pregnancy. In addition, benefits will be provided for medically necessary contraceptive devices, injections, and implants approved by the federal Food and Drug Administration, as prescribed by your Physician, follow-up services related to drugs, devices, products, procedures, including but not limited to, management of side effects, counseling for continued adherence and device insertion and removal.

Benefits for Outpatient contraceptive services will not be subject to any deductible, Coinsurance and/or Copayment when such services are ordered by your Primary Care Physician or Woman's Principal Health Care Provider.

**Bone Mass Measurement and Osteoporosis**.....Benefits will be provided for bone mass measurement and the diagnosis and treatment of osteoporosis.

**Experimental/Investigational Treatment**.....Benefits will be provided for routine patient care in conjunction with Experimental/Investigational treatments when medically appropriate and you have cancer or a terminal condition that according to the diagnosis of your Physician is considered life threatening, if a) you are a qualified individual participating in an Approved Clinical Trial program; and b) if those services or supplies would otherwise be covered under this Policy if not provided in connection with an Approved Clinical Trial program. You and your Physician are encouraged to call customer service at the toll - free number on your identification card in advance to obtain information about whether a particular clinical trial is qualified.



**Approved Clinical Trials.....**Benefits for Covered Services for Routine Patient Costs are provided in connection with a phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other Life - Threatening Disease or Condition and is recognized under state and/or federal law.

### **Infertility Treatment**

Benefits under this "Infertility Treatment" provision will be provided for Covered Services rendered in connection with the diagnosis and/or treatment of infertility including, but not limited to:

1. In vitro fertilization;
2. Uterine embryo lavage;
3. Embryo transfer;
4. Artificial insemination;
5. Gamete intrafallopian tube transfer;
6. Zygote intrafallopian tube transfer;
7. Low tubal ovum transfer;
8. Intracytoplasmic sperm injection.

Infertility means the inability to conceive a child after one year of unprotected sexual intercourse, the inability to conceive after one year of attempts to produce conception, the inability to conceive after an individual is diagnosed with a condition affecting fertility, or the inability to attain or maintain a viable pregnancy to sustain a successful pregnancy. The one year requirement will be waived if your Physician determines that a medical condition exists that renders conception impossible through unprotected sexual intercourse, including but not limited to, congenital absence of the uterus or ovaries, absence of the uterus or ovaries due to surgical removal due to a medical condition, involuntary sterilization due to Chemotherapy or radiation treatments; or, efforts to conceive as a result of one year of medically based and supervised methods of conception, including artificial insemination, have failed and are not likely to lead to a successful pregnancy may be provided for fertility preservation as set forth in the "Fertility Preservation Services" provision of this Policy.

Unprotected sexual intercourse means sexual union between a male and a female, without the use of any process, device or method that prevents conception, including but not limited to, oral contraceptives, chemicals, physical or barrier contraceptives, natural abstinence or voluntary permanent surgical procedures and includes appropriate measures to ensure the health and safety of sexual partners.

Benefits for treatments that include oocyte retrieval will be provided only when you have been unable to attain or maintain a viable pregnancy or sustain a successful pregnancy through reasonable, less costly medically appropriate infertility treatments; however, this requirement will be waived if you or your partner has a medical condition that renders such treatment useless). Benefits for treatments that include oocyte retrievals are limited to four completed oocyte retrievals per calendar year, except that if a live birth follows a completed oocyte retrieval, then two more completed oocyte retrievals shall be covered per calendar year.

Benefits will also be provided for medical expenses of an oocyte or sperm donor for procedures utilized to retrieve oocytes or sperm, and the subsequent procedure used to transfer the oocytes or sperm to you. Associated donor medical expenses are also covered, including but not limited to, physical examinations, laboratory screenings, psychological screenings and prescription drugs.

If an oocyte donor is used, then the completed oocyte retrieval performed on the donor shall count as one completed oocyte retrieval.

Benefits under this "Infertility Treatment" provision will not be provided for the following:

1. Services or supplies rendered to a surrogate, except that costs for procedures to obtain eggs, sperm or embryos from you will be covered if you choose to use a surrogate.
2. Cryopreservation or storage of sperm, eggs or embryos, except for those procedures which use a cryo - preserved substance. Please note, that benefits may be provided for fertility preservation as set forth in the "Fertility Preservation Services" provision of this Policy.
3. Nonmedical costs of an egg or sperm donor.

4. Travel costs for travel within 100 miles of the Enrollee's home or which is not medically necessary, or which is not required by Blue Cross and Blue Shield.
5. Infertility treatments which are determined to be Experimental/Investigational, in writing, by the American Society for Reproductive Medicine or American College of Obstetrics and Gynecology.
6. Infertility treatment rendered to your dependents under the age of 18.

In addition to the above provisions, in vitro fertilization, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer and intracytoplasmic sperm injection procedures must be performed at medical facilities that conform to the American College of Obstetrics and Gynecology guidelines for in vitro fertilization clinics or to the American Society for Reproductive Medicine minimal standards for programs of in vitro fertilization.

### **Fertility Preservation Services**

Benefits will be provided for Medically Necessary Standard Fertility Preservation Services when a necessary medical treatment May Directly or Indirectly Cause Iatrogenic Infertility to a member.

In addition to the *Definitions Section* of this Policy, the following definitions are applicable to this provision:

"Iatrogenic Infertility" means an impairment of fertility by surgery, radiation, chemotherapy, or other medical treatment affecting reproductive organs or processes.

"May Directly or Indirectly Cause" means the likely possibility that treatment will cause a side effect of infertility, based upon current evidence-based standards of care established by the American Society for Reproductive Medicine, the American Society of Clinical Oncology, or other national medical associations that follow current evidence-based standards of care.

"Standard Fertility Preservation Services" means procedure based upon current evidence-based standards of care established by the American Society for Reproductive Medicine, the American Society for Clinical Oncology, or other national medical associations that follow current evidence-based standards of care.

In addition to the above provisions, in vitro fertilization, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer and intracytoplasmic sperm injection procedures must be performed at medical facilities that conform to the American College of Obstetrics and Gynecology guidelines for in vitro fertilization clinics or to the American Society for Reproductive Medicine minimal standards for programs of in vitro fertilization.

### **Temporomandibular Joint Dysfunction and Related Disorders**

Benefits for all of the Covered Services previously described in this Policy are available for the diagnosis and treatment of Temporomandibular Joint Dysfunction and Related Disorders.

### **Mastectomy Related Services**

Benefits will be provided for Covered Services related to mastectomies, including, but not limited to, 1) reconstruction of the breast on which the mastectomy has been performed; 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; 3) post mastectomy care for Inpatient treatment for a length of time determined by the attending Physician to be medically necessary and in accordance with protocols and guidelines based on sound scientific evidence and patient evaluation, and a follow - up Physician office visit or in - home nurse visit within (48) hours after discharge; 4) prostheses and physical complications of all stages of the mastectomy including, but not limited to, lymphedemas; and 5) the removal of breast implants when the removal of the implants is a medically necessary treatment for a sickness or injury. Surgery performed for removal of breast implants that were implanted solely for cosmetic reasons are not covered. Cosmetic changes performed as reconstruction resulting from sickness or injury is not considered cosmetic Surgery.

### **Maternity Services**

Your benefits for maternity services are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. For Family Coverage, benefits will be provided for delivery charges and for any of the previously described Covered Services when rendered in connection with pregnancy. For Family Coverage, benefits will be provided for any treatment of an illness, injury, congenital defect, birth abnormality or a premature birth from the moment of the birth up to the first 31 days, thereafter, you must add the newborn child to your Family Coverage. Premiums will be adjusted accordingly. For Individual Coverage benefits will not be provided for any treatment of an illness or injury to a newborn child unless you have Family Coverage. (Remember, you must add the newborn child within 31 days of the date of birth.)

Coverage will be provided for the mother and the newborn for a minimum of:

1. 48 hours of Inpatient care following a vaginal delivery, or
2. 96 hours of Inpatient care following a delivery by caesarean section,

except as may be indicated by the following: A shorter length of hospital Inpatient stay related to maternity and newborn care may be provided if the attending physician determines, in accordance with the protocols and guidelines developed by the American College of Obstetrics and Gynecology or by the American Academy of Pediatrics, that the mother and the newborn meet the appropriate guidelines for a shorter length of stay based upon evaluation of the mother and newborn. Such an earlier discharge may only be provided if there is coverage and availability of a post - discharge physician office visit or an in - home nurse visit to verify the condition of the infant in the first 48 hours after discharge.

**Please note**, as with all other services, benefits will only be provided for maternity services and/or care of the newborn child when such services have been authorized by your Participating IPA/Participating Medical Group or Woman's Principal Health Care Provider. If you choose to have your obstetrical or pediatric care rendered by a Physician whose services have not been authorized by your Participating IPA/Participating Medical Group or Woman's Principal Health Care Provider, Blue Cross and Blue Shield will not provide benefits for such care.

### **Other Reproductive Health Services**

Your coverage includes benefits for abortion care. Benefits for abortion care are the same as your benefits for any other condition, under this *Physician Benefits* section.

### **Telepsychiatry Services**

Psychiatric services are covered for the purpose of evaluation and treatment through Telehealth Services if authorized by your Participating IPA/Participating Medical Group or Primary Care Physician/Woman's Principal Health Care Provider.

Please refer to the "Your Cost for Physician Services" provision for additional information.

### **Telehealth and Telemedicine Services**

Telehealth and Telemedicine Services are covered, as described in the Schedule Page of this Policy.

### **URGENT CARE**

This benefit provides medically necessary outpatient care if you are outside the Blue Cross and Blue Shield's service area and experience an unexpected illness or injury that would not be considered an Emergency Condition, but which should be treated before returning home. Services usually are provided at a Physician's office. If you require such urgent care, you should contact 1 - 800 - 810 - BLUE. You will be given the names and addresses of nearby participating Physicians and Hospitals that you can contact to arrange an appointment for urgent care.

### **Your Cost for Urgent Care Treatment**

100% of the Provider's Charge will be paid for urgent care received outside of the Blue Cross and Blue Shield's service area. You will be responsible for any Copayment(s) or Coinsurance, if applicable.

Should you be admitted to the Hospital as an Inpatient, benefits will be paid as explained in the *Hospital Benefits* and *Physician Benefits* sections of this Policy. Your Primary Care Physician or Woman's Principal Health Care Provider is responsible for coordinating all of your health care needs. Therefore, it is especially important for you or your family to contact your Primary Care Physician or Woman's Principal Health Care Provider as soon as possible if Inpatient Hospital care is required.

### **FOLLOW - UP CARE**

If you will be traveling and know that you will require follow - up care for an existing condition, contact 1 - 800 - 810 - BLUE. You will be given the names and addresses of nearby participating Physicians that you can contact to arrange the necessary follow - up care. (Examples of follow - up care include removal of stitches, removal of a cast, Physical Therapy, monitoring blood tests, and kidney dialysis.)

### **Your Cost for Follow - Up Care Treatment**

100% of the Provider's Charge will be paid for follow - up care received outside of the Blue Cross and Blue Shield's service area. You will be responsible for any Copayment(s) or Coinsurance, if applicable.

## YOUR COST FOR PHYSICIAN SERVICES

Benefits for all Outpatient office visits, including all related Covered Services received on the same day (except for Outpatient CT scans, PET scans, MRIs and Outpatient Diagnostic Services) are subject to the office visit Copayment amount shown on your Schedule Page per visit and then will be paid in full at no cost to you.

However, the following Covered Services of this benefit section are not subject to the office visit Copayment shown on your Schedule Page and benefits will be paid in full at no cost to you:

1. Outpatient periodic health examinations;
2. Preventive care services;
3. Routine pediatric care;
4. Routine vision examinations;
5. Chiropractic and osteopathic manipulation; and
6. Maternity services after the first pre - natal visit.

Benefits for Outpatient office visits to a Specialist Physician's office are subject to a separate Copayment amount shown on your Schedule Page and then will be paid in full at no cost to you.

Benefits for Outpatient Physical Therapy, Occupational Therapy, and Speech Therapy are subject to the Copayment amount shown on your Schedule Page per treatment, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

Benefits for all Outpatient Diagnostic Services are subject to the Copayment amount shown on your Schedule Page per procedure, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

Benefits for all Outpatient CT scans, MRIs, and PET scans are subject to the Copayment amount shown on your Schedule Page per procedure, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

When you receive Covered Services for Outpatient Surgery, you are responsible for paying the Copayment amount as shown on your Schedule Page per visit, if applicable, then benefits will be paid in full at no cost to you.

The Covered Services of this benefit section will be paid as described above when such services are received from a:

1. Physician
2. Physician Assistant
3. Certified Nurse Midwife
4. Certified Nurse Practitioner
5. Certified Registered Nurse Anesthetist
6. Certified Clinical Nurse Specialist
7. Marriage and Family Therapist

## HOSPITAL BENEFITS

This section of your Policy explains what your benefits are when you receive care in a Hospital or other health care facility. Benefits are only available for services rendered by a Hospital unless another Provider is specifically mentioned in the description of the service.

Remember, to receive benefits for Covered Services, they must be ordered or approved by your Primary Care Physician or Woman's Principal Health Care Provider.

Whenever we use "you" or "your" in describing your benefits, we mean all eligible family members who are covered under Family Coverage.

### COVERED SERVICES

#### Inpatient Benefits

You are entitled to benefits for the following services when you are an Inpatient in a Hospital or Skilled Nursing Facility:

1. **Bed, board and general nursing care when you are in:**
  - a. A semi - private room or a private room – must be authorized by your Primary Care Physician or Woman's Principal Health Care Provider.
  - b. An intensive care unit.
2. **Ancillary services (such as operating rooms, drugs, surgical dressings and lab work).**
3. **Rehabilitative Therapy** (including, but not limited to Physical, Occupational and Speech Therapy).

You are also entitled to Inpatient benefits for the diagnosis and/or treatment of Mental Illness when you are in a Residential Treatment Center.

No benefits will be provided for admissions to a Skilled Nursing Facility or a Residential Treatment Center which are for Custodial Care Services or because care in the home is not available or is unsuitable.

#### Number of Inpatient Days

There are no limits on the number of days available to you for Inpatient care in a Hospital or other eligible facility.

#### Outpatient Hospital Covered Services

The following are Covered Services when you receive them from a Hospital (or other specified Provider) as an Outpatient:

1. **Surgery**.....when performed in a Hospital or Ambulatory Surgical Facility. Benefits for Surgery also include Surgery for morbid obesity (including, but not limited to bariatric Surgery).
2. **Diagnostic Services**.....that is, tests performed to diagnose your condition because of your symptoms or to determine the progress of your illness or injury.
3. **Radiation Therapy**.....that is, the use of ionizing radiation in the treatment of a medical illness or condition.
4. **Chemotherapy**.....that is, the treatment of malignancies with drugs.
5. **Electroconvulsive Therapy**
6. **Infusion Therapy**
7. **Renal Dialysis Treatments and Continuous Ambulatory Peritoneal Dialysis Treatment**.....when received in a Hospital or a Dialysis Facility. Benefits for treatment in your home are available if you are homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and are rendered under the supervision of a Hospital or Dialysis Facility health care professional.

#### Special Programs

You are entitled to benefits for the special programs listed below. The services covered under these programs are the same as those that are available when you are an Inpatient in a Hospital.

These programs are as follows:

1. **Coordinated Home Care Program**

2. **Pre-Admission Testing**.....This is a program in which preoperative tests are given to you as an Outpatient in a Hospital to prepare you for Surgery that you are scheduled to have as an Inpatient.
3. **Partial Hospitalization Treatment Program**.....This is a Hospital's planned therapeutic treatment program, which has been approved by your Participating IPA or Participating Medical Group or Substance Use Disorder Treatment Facility for the treatment of Mental Illness or Substance Use Disorder Treatment, in which patients Treatment in which patients spend days. This behavioral healthcare is typically 5 to 8 hours per day, 5 days per week (not less than 20 hours of treatment services per week). The program is staffed similarly to the day shift of an inpatient unit, i.e. medically supervised by a Physician and nurse. The program shall ensure a psychiatrist sees the patient face to face at least once a week and is otherwise available, in person or by telephone, to provide assistance and direction to the program as needed. Participants at this level of care do not require 24 hour supervision and are not considered a resident at the program. Requirements: Blue Cross and Blue Shield requires that any Mental Illness and/or Substance Use Disorder Partial Hospitalization Treatment Program must be licensed in the state where it is located, or accredited by a national organization that is recognized by your Participating IPA or Participating Medical Group as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.
4. **Tobacco Use Cessation Program**
5. **Intensive Outpatient Treatment Program**..... This is a Hospital-based program that provides services for at least 3 hours per day, 2 or more days per week, to treat Mental Illness or Substance Use Disorder or specializes in the treatment of co-occurring Mental Illness and Substance Use Disorder. Requirements Blue Cross and Blue Shield requires that any Mental Illness and/or Substance Use Disorder Intensive Outpatient Program must be licensed in the state where it is located, or accredited by a national organization that is recognized by your Participating IPA or Participating Medical Group as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.
6. **Approved Clinical Trials**.....Benefits for Covered Services for Routine Patient Costs are provided in connection with a phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other Life - Threatening Disease or Condition and is recognized under state and/or federal law.
7. **Autism Spectrum Disorder(s)**.....Your benefits for the diagnosis and treatment of Autism Spectrum Disorder(s) are the same as your benefits for any other condition. Treatment for Autism Spectrum Disorder(s) shall include the following care when prescribed, provided or ordered for an individual diagnosed with an Autism Spectrum Disorder by (a) your Primary Care Physician or Woman's Principal Health Care Provider who has determined that such care is medically necessary, or (b) a certified, registered or licensed health care professional with expertise in treating effects of Autism Spectrum Disorder(s) and when the care is determined to be medically necessary and ordered by your Primary Care Physician or Woman's Principal Health Care Provider:
  - a. Psychiatric care, including diagnostic services;
  - b. Psychological assessment and treatment;
  - c. Habilitative or rehabilitative treatment;
  - d. Therapeutic care, including behavioral Occupational Therapy, Physical Therapy and Speech Therapy that provide treatment in the following areas: a) self-care and feeding, b) pragmatic, receptive and expressive language, c) cognitive functioning, d) applied behavior analysis (ABA), intervention and modification, e) motor planning and f) sensory processing.
8. **Habilitative Services**.....Your benefits for Habilitative Services are the same as your benefits for any other condition if all of the following conditions are met:
  - a. A Physician has diagnosed the Congenital, Genetic or Early Acquired Disorder; and
  - b. Treatment is administered by a licensed speech - language pathologist, audiologist, occupational therapist, physical therapist, Physician, licensed nurse, Optometrist, licensed nutritionist, Clinical Social Worker or Psychologist; and
  - c. Treatment must be medically necessary and therapeutic and not Experimental/Investigational.

## **Surgical Implants**

Your coverage includes benefits for surgically implanted internal and permanent devices. Examples of these devices are internal cardiac valves, internal pacemakers, mandibular reconstruction devices, bone screws and vitallium heads for joint reconstruction.

## **Maternity Services**

Your benefits for services rendered in connection with pregnancy are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. In addition to all of the previously described Covered Services, routine Inpatient nursery charges for the newborn child are covered, even under Individual Coverage. (For Family Coverage, if the newborn child needs treatment for an illness, injury, congenital defect, birth abnormality or a premature birth, that care will be covered from the moment of birth up to the first 31 days, thereafter, you must add the newborn child to your Family Coverage. Premiums will be adjusted accordingly. For Individual Coverage benefits will not be provided for any treatment of an illness or injury to a newborn child unless you have Family Coverage. (Remember, you must add the newborn child within 31 days of the date of birth.)

**Coverage will be provided for the mother and the newborn (if the newborn is added to the Family policy) for a minimum of:**

1. 48 hours of Inpatient care following a vaginal delivery, or
2. 96 hours of Inpatient care following a delivery by caesarean section,

except as may be indicated by the following: A shorter length of hospital Inpatient stay related to maternity and newborn care may be provided if the attending physician determines, in accordance with the protocols and guidelines developed by the American College of Obstetrics and Gynecologists or by the American Academy of Pediatrics, that the mother and the newborn meet the appropriate guidelines for a shorter length of stay based upon evaluation of the mother and newborn. Such an earlier discharge may only be required if there is coverage and availability of a post - discharge physician office visit or an in - home nurse visit to verify the condition of the infant in the first 48 hours after discharge.

Please note, as with all other services, benefits will only be provided for maternity services and/or care of the newborn child when such services have been authorized by your Participating IPA/Participating Medical Group or Woman's Principal Health Care Provider. If you choose to have your obstetrical or pediatric care rendered by a Physician whose services have not been authorized by your Participating IPA/Participating Medical Group or Woman's Principal Health Care Provider, Blue Cross and Blue Shield will not provide benefits for such care.

## **Other Reproductive Health Services**

Your coverage includes benefits for abortion care. Benefits for abortion care are the same as your benefits for any other condition, under this *Hospital Benefits* Section.

## **URGENT CARE**

This benefit provides medically necessary outpatient care if you are outside the Blue Cross and Blue Shield's service area and experience an unexpected illness or injury that would not be considered an Emergency Condition, but which should be treated before returning home. Services usually are provided at a Physician's office. If you require such urgent care, you should contact 1 - 800 - 810 - BLUE. You will be given the names and addresses of nearby participating Physicians and Hospitals that you can contact to arrange an appointment for urgent care.

## **Your Cost for Urgent Care Treatment**

100% of the Provider's Charge will be paid for urgent care received outside of the Blue Cross and Blue Shield's service area. You will be responsible for any Copayment(s) or Coinsurance, if applicable.

Should you be admitted to the Hospital as an Inpatient, benefits will be paid as explained in the *Hospital Benefits* and *Physician Benefits* sections of this Policy. Your Primary Care Physician or Woman's Principal Health Care Provider is responsible for coordinating all of your health care needs. Therefore, it is especially important for you or your family to contact your Primary Care Physician or Woman's Principal Health Care Provider as soon as possible if Inpatient Hospital care is required.

## **FOLLOW-UP CARE**

If you will be traveling and know that you will require follow - up care for an existing condition, contact 1 - 800 - 810 - BLUE. You will be given the names and addresses of nearby participating Physicians that you can contact to arrange the necessary

follow - up care. (Examples of follow - up care include removal of stitches, removal of a cast, Physical Therapy, monitoring blood tests, and kidney dialysis.)

### **Your Cost for Follow-Up Care Treatment**

100% of the Provider's Charge will be paid for follow - up care received outside of the Blue Cross and Blue Shield's service area. You will be responsible for any Copayment(s) or Coinsurance, if applicable.

### **Benefits for Covered Services Received in Hospital and Freestanding Facility**

Benefits for Outpatient Surgery, Certain Diagnostic Tests, Diagnostic X-ray Services and Outpatient Laboratory Services will be at the benefit level set forth in the Schedule Page.

### **YOUR COST FOR PHYSICIAN SERVICES**

Benefits for all Outpatient office visits, including all related Covered Services received on the same day (except for Outpatient CT scans, PET scans, MRIs and Outpatient Diagnostic Services) are subject to the office visit Copayment amount shown on your Schedule Page per visit and then will be paid in full at no cost to you.

However, the following Covered Services of this benefit section are not subject to the office visit Copayment shown on your Schedule Page and benefits will be paid in full at no cost to you:

1. Outpatient periodic health examinations;
2. Preventive care services;
3. Routine pediatric care;
4. Routine vision examinations;
5. Chiropractic and osteopathic manipulation; and
6. Maternity services after the first pre-natal visit.

Benefits for Outpatient office visits to a Specialist Physician's office are subject to a separate Copayment amount shown on your Schedule Page and then will be paid in full at no cost to you.

Benefits for Outpatient Physical Therapy, Occupational Therapy, and Speech Therapy are subject to the Copayment amount shown on your Schedule Page per treatment, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

Benefits for all Outpatient Diagnostic Services are subject to the Copayment amount shown on your Schedule Page per procedure, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

Benefits for all Outpatient CT scans, MRIs, and PET scans are subject to the Copayment amount shown on your Schedule Page per procedure, unless otherwise specified in this Policy, and then will be paid in full at no cost to you.

When you receive Covered Services for Outpatient Surgery, you are responsible for paying the Copayment amount as shown on your Schedule Page per visit, if applicable, then benefits will be paid in full at no cost to you.

The Covered Services of this benefit section will be paid as described above when such services are received from a:

1. Physician
2. Physician Assistant
3. Certified Nurse Midwife
4. Certified Nurse Practitioner
5. Certified Registered Nurse Anesthetist
6. Certified Clinical Nurse Specialist
7. Marriage and Family Therapist

### **YOUR COST FOR INPATIENT HOSPITAL SERVICES**

Covered Services for Inpatient Hospital Services will be paid in full, with no cost to you, except as shown on your Schedule Page, after you have met the program deductible.



Each time you are admitted as an Inpatient to a Hospital, Skilled Nursing Facility or Residential Treatment Center, you must satisfy the Inpatient Copayment amount as shown on the Schedule Page, if applicable. The Inpatient Copayment is a separate Copayment from the program deductible. However, if your admission to a Skilled Nursing Facility or Residential Treatment Center immediately follows an Inpatient Hospital stay, then the Inpatient Copayment will not apply to such admission. After you have satisfied the program deductible and the Inpatient Copayment, benefits for Covered Services will be paid at the Coinsurance amount shown on your Schedule Page, if applicable.

#### **YOUR COST FOR OUTPATIENT HOSPITAL SERVICES**

Covered Services for Outpatient Hospital Services are covered in full, with no cost to you, except as specifically mentioned below.

Benefits for Outpatient Surgery are subject to the Copayment amount shown on your Schedule Page per visit and then you will be responsible for the Coinsurance amount shown on your Schedule Page, after you have met your program deductible shown on your Schedule Page.

## SUPPLEMENTAL BENEFITS

When you are being treated for an illness or injury, your treatment may require the use of certain special services or supplies in addition to those provided in the other benefit sections of this Policy. Your coverage includes benefits for certain supplemental services and supplies and this section of your Policy explains what those benefits are.

Remember, these services and supplies must be provided or ordered by your Primary Care Physician or Woman's Principal Health Care Provider.

### COVERED SERVICES

Your coverage includes benefits for the following Covered Services:

1. **Blood and Blood Components**
2. **Outpatient Private Duty Nursing Service**.....Benefits for Outpatient Private Duty Nursing Service will be provided to you in your home only when the services are of such a nature that they cannot be provided by non-professional personnel and can only be provided by a licensed health care Provider. No benefits will be provided when a nurse ordinarily resides in your home or is a member of your immediate family. Outpatient Private Duty Nursing includes teaching and monitoring of complex care skills such as tracheotomy suctioning, medical equipment use and monitoring to home caregivers and is not intended to provide for long term supportive care. Benefits for Outpatient Private Duty Nursing Service will not be provided due to the lack of willing or available non-professional personnel.
3. **Medical and Surgical Dressings, Supplies, Casts and Splints**
4. **Oxygen and its administration**
5. **Naprapathic Service**.....Benefits will be provided for Naprapathic Services when rendered by a Naprapath. Benefits for Naprapathic Services will be limited to a maximum of 15 visits per calendar year.
6. **Prosthetic Devices**.....Benefits will be provided for prosthetic devices, special appliances and surgical implants required for an illness or injury when:
  - a. They are required to replace all or part of an organ or tissue of the human body; or
  - b. They are required to replace all or part of the function of a non-functioning or malfunctioning organ or tissue.Adjustments, repairs and replacements of these devices, appliances and implants are also covered when required because of wear or a change in your condition. Benefits will not be provided for dental appliances or as otherwise provided for in the *Physician Benefits* section of this Policy, or for replacement of cataract lenses unless a prescription change is required.
7. **Hearing Implants**—Benefits will be provided for bone anchored hearing aids and cochlear implants.
8. **Orthotic Devices**.....that is, a supportive device for the body or a part of the body, head, neck or extremities including, but not limited to leg, back, arm and neck braces. In addition, benefits will be provided for adjustments, repairs or replacement of the device because of a change in your physical condition as determined by your Primary Care Physician or Woman's Principal Health Care Provider. Benefits for foot orthotics will be limited to a maximum of two devices or one pair of devices per calendar year.
9. **Durable Medical Equipment**.....that is, durable equipment which primarily serves a medical purpose, is appropriate for home use and generally is not useful in the absence of injury or disease. Benefits will be provided for the rental of a piece of equipment (not to exceed the total cost of equipment) or purchase of the equipment. Durable medical equipment must be rented or purchased from a plan contracting durable medical equipment Provider. Contact your Participating IPA/Participating Medical Group prior to purchasing or renting such equipment.  
  
Examples of durable medical equipment are wheelchairs, hospital beds, glucose monitors, lancet and lancing devices and ventilators. Benefits will not be provided for strollers, electric scooters, back-up or duplicate equipment, ramps or other environmental devices, or clothing or special shoes.

### YOUR COST FOR COVERED SERVICES

You are responsible for the Coinsurance amount shown on your Schedule Page for the Covered Services specified above after you have met your program deductible, if any.

## EMERGENCY CARE BENEFITS

This section of your Policy explains your emergency care benefits.

Notwithstanding anything in your Policy to the contrary, for emergency care benefits rendered by Providers who are not part of your HMO's network or otherwise contracted with your HMO, you will not be responsible for any charges that exceed the amount negotiated with Providers for emergency care benefits furnished.

This amount is calculated excluding any Copayment or Coinsurance imposed with respect to the participant.

### IN - AREA TREATMENT OF AN EMERGENCY

You are considered to be in your Participating IPA's/Participating Medical Group's treatment area if you are within 30 miles of your Participating IPA/Participating Medical Group.

You may go directly to the nearest Hospital emergency room to obtain treatment for an Emergency Condition. If you are in your Participating IPA's/Participating Medical Group's treatment area you should contact your Primary Care Physician or Woman's Principal Health Care Provider as soon as possible as long as it is not medically harmful or injurious to you.

Benefits will be limited to the initial treatment of your outpatient emergency unless further treatment is ordered by your Primary Care Physician or Woman's Principal Health Care Provider. If Inpatient Hospital care is required, it is especially important for you or your family to contact your Primary Care Physician or Woman's Principal Health Care Provider as soon as possible. All Participating IPAs/Participating Medical Groups have 24-hour phone service.

#### Your Cost for an In - Area Emergency Treatment

Benefits for emergency treatment received in your Participating IPA's/Participating Medical Group's treatment area will be paid as shown on your Schedule Page.

However, each time you receive emergency treatment in a Hospital emergency room, you will be responsible for the Copayment amount shown on the Schedule Page. Thereafter, you will be responsible for paying the Coinsurance amount shown on your Schedule Page, after you have met your program deductible, if applicable. However, the emergency room Copayment does not apply to services provided for the treatment of criminal sexual assault. Benefits for the treatment of criminal sexual assault will not be subject to any deductible, Coinsurance and/or Copayment.

Should you be admitted to the Hospital as an Inpatient, benefits will be paid as explained in the *Hospital Benefits* and *Physician Benefits* sections of this Policy. If you are admitted to the Hospital as an Inpatient immediately following emergency treatment, the emergency room Copayment will be waived.

### OUT-OF-AREA TREATMENT OF AN EMERGENCY

If you are more than 30 miles away from your Participating IPA/Participating Medical Group and need to obtain treatment for an Emergency Condition, benefits will be provided for the Hospital and Physician services that you receive. Benefits are available for the initial treatment of the emergency and for related follow - up care but only if it is not reasonable for you to obtain the follow - up care from your Primary Care Physician or Woman's Principal Health Care Provider. If you are unsure whether or not you are in your Participating Individual Practice Association's/Participating Medical Group's treatment area, you can call customer service at the toll-free telephone number on the back of your Blue Cross and Blue Shield Identification Card or they will be identified in the HMO Provider Directory.

#### Your Cost for an Out-of-Area Emergency Treatment

Benefits for emergency treatment received outside of your Participating IPA's/Participating Medical Group's treatment area will be paid as shown on your Schedule Page.

However, each time you receive emergency treatment in a Hospital emergency room, you will be responsible for the Copayment amount shown on the Schedule Page. Thereafter, you will be responsible for paying the Coinsurance amount shown on your Schedule Page, after you have met your program deductible, if applicable. However, the emergency room Copayment does not apply to services provided for the treatment of criminal sexual assault.

Should you be admitted to the Hospital as an Inpatient, benefits will be paid as explained in the *Hospital Benefits* and *Physician Benefits* sections of this Policy. If you are admitted to the Hospital as an Inpatient immediately following emergency treatment, the emergency room Copayment will be waived.

### EMERGENCY AMBULANCE BENEFITS

Benefits for emergency ambulance transportation are available when:

1. Such transportation is ordered by your Primary Care Physician or Woman's Principal Health Care Provider; or
2. The need for such transportation has been reasonably determined by a Physician, public safety official or other emergency medical personnel rendered in connection with an Emergency Condition.

Benefits are available for transportation between your home or the scene of an accident or medical emergency and a Hospital or Skilled Nursing Facility. If there are no facilities in the local area equipped to provide the care needed, benefits will be provided for transportation to the closest facility that can provide the necessary services. Benefits will not be provided for long distance trips or for the use of an ambulance because it is more convenient than other transportation.

You will be responsible for the Coinsurance amount shown on your Schedule Page after you have met your program deductible for emergency ambulance transportation.

## **SUBSTANCE USE DISORDER TREATMENT BENEFITS**

Your coverage includes benefits for the treatment of Substance Use Disorder.

Covered Services are the same as those provided for any other condition, as specified in the other benefit sections of this Policy. In addition, benefits are available for Covered Services provided by a Substance Use Disorder Treatment Facility or a Residential Treatment Center in the BlueCare Direct network, when ordered by your PCP or WPHCP.

### **INPATIENT BENEFITS**

There are no limits on the number of days available to you for care in a Hospital or other eligible facility.

### **BENEFIT PAYMENT FOR INPATIENT BENEFITS**

Each time you are admitted as an Inpatient to a Hospital, Substance Use Disorder Treatment Facility or Residential Treatment Center, you are responsible for paying the Copayment amount shown on your Schedule Page, after you have met your program deductible, if applicable. After the Copayment, you will be responsible for the Coinsurance amount as shown on your Schedule Page, if applicable.

### **COST TO YOU FOR OUTPATIENT BENEFITS**

Benefits for Outpatient office visits for Substance Use Disorder Treatment are subject to the Copayment amount shown on your Schedule Page per visit and then will be paid at 100% of the Provider's Charge.

However, benefits for Outpatient Substance Use Disorder Treatment visits to a Specialist Physician's office are subject to the Copayment amount shown on your Schedule Page per visit and then benefits for Covered Services will be paid at 100% of the Provider's Charge.

### **Detoxification**

Covered Services received for detoxification are not subject to the Substance Use Disorder Treatment provisions specified above. Benefits for Covered Services received for detoxification will be provided under the *Hospital Benefits* and *Physician Benefits* sections of this Policy, as for any other condition.

## HUMAN ORGAN TRANSPLANT BENEFITS

Your coverage includes benefits for human organ and tissue transplants when ordered by your Primary Care Physician or Woman's Principal Health Care Provider and when performed at a Blue Cross and Blue Shield approved center for human organ transplants. To be eligible for benefits, your Primary Care Physician or Woman's Principal Health Care Provider must contact the office of the Blue Cross and Blue Shield's Medical Director prior to scheduling the transplant Surgery.

All of the benefits specified in the other benefit sections of this Policy are available for Surgery performed to transplant an organ or tissue. In addition, benefits will be provided for transportation of the donor organ to the location of the transplant Surgery, limited to transportation in the United States or Canada. Benefits will also be available for immunosuppressive drugs, donor screening and identification costs, under approved matched unrelated donor programs and immunosuppressive drugs. Payment for Covered Services received will be the same as that specified in those benefit sections. If there is a change that alters the terms of coverage for prescribed immunosuppressive drugs, Blue Cross and Blue Shield shall notify you or your authorized representative along with your prescribing Physician at least 60 days prior to making such change. The notice shall describe the change and include information your prescribing Physician's right to appeal such change.

Benefits will be provided for both the recipient of the organ or tissue and the donor subject to the following rules:

1. If both the donor and recipient have coverage with Blue Cross and Blue Shield, each will have his/her benefits paid by his/her own program.
2. If you are the recipient and your donor does not have coverage from any other source, the benefits of this Policy will be provided for both you and your donor. The benefits provided for your donor will be charged against your coverage under this Policy.
3. If you are the donor and coverage is not available to you from any other source, the benefits of this Policy will be provided for you. However, benefits will not be provided for the recipient.

Whenever a heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplant is recommended by your Primary Care Physician or Woman's Principal Health Care Provider, and you are the recipient of the transplant, benefits will be provided for transportation and lodging for you and one or two companion(s). For benefits to be available, your place of residency must be more than 50 miles from the Hospital where the transplant will be performed.

1. Benefits for transportation and lodging are limited to a combined maximum of \$10,000 per transplant. The maximum amount that will be provided for lodging is \$50 per person per day.
2. Benefits for lodging will be provided at 100% of the Transplant Lodging Eligible Expense.

In addition to the other exclusions of this Policy, benefits will not be provided for the following:

1. Organ transplants, and/or services or supplies rendered in connection with an organ transplant, which are Experimental/Investigational as determined by the appropriate technological body;
2. Drugs which are Experimental/Investigational;
3. Storage fees;
4. Services provided to any individual who is not the recipient or actual donor, unless otherwise specified in this provision.;
5. Cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a Hospital for transplant Surgery;
6. Travel time or related expenses incurred by a Provider;
7. Meals.

## HOSPICE CARE BENEFITS

Your coverage includes benefits for services received in a Hospice Care Program. For benefits to be available for these services, they must have been ordered by your Primary Care Physician or Woman's Principal Health Care Provider.

In addition, they must be rendered by a Hospice Care Program Provider. However, for benefits to be available you must have a terminal illness with a life expectancy of one year or less as certified by your Primary Care Physician or Woman's Principal Health Care Provider; and you will no longer benefit from standard medical care, or have chosen to receive hospice care rather than standard care. Also, a family member or friend should be available to provide custodial type care between visits from Hospice Care Program Providers if hospice is being provided in the home.

The following services are covered under the Hospice Care Program:

1. Coordinated Home Care Program;
2. Medical supplies and dressings;
3. Medication;
4. Nursing Services - Skilled and non-Skilled;
5. Occupational Therapy;
6. Pain management services;
7. Physical Therapy;
8. Physician visits;
9. Social and spiritual services;
10. Respite Care Services.

The following services are not covered under the Hospice Care Program:

1. Durable medical equipment;
2. Home delivered meals;
3. Homemaker services;
4. Traditional medical services provided for the direct care of the terminal illness, disease or condition;
5. Transportation, including but not limited, to Ambulance Transportation.

Notwithstanding the above, there may be clinical situations when short episodes of traditional care would be appropriate even when the patient remains in the hospice setting. While these traditional services are not eligible under this *Hospice Care Benefits* section, they may be Covered Services under other sections of this Policy.

Benefits are subject to the same payment provisions and day limitations specified in the *Hospital Benefits* and *Physician Benefits* sections of this Policy, depending upon the particular Provider involved (Hospital, Skilled Nursing Facility, Coordinated Home Care Program or Physician).

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

When you are being treated for an illness or accident, your Physician may prescribe certain drugs or medicines as part of your treatment. Your coverage includes benefits for drugs and supplies which are self-administered. Benefits will not be provided for any self-administered drugs dispensed by a Physician. This section of your Policy explains which drugs and supplies are covered and the benefits that are available for them. Benefits will be provided only if such drugs and supplies are medically necessary.

Although you can go to the Pharmacy of your choice, benefits will only be provided for drugs and supplies when purchased through a Participating Pharmacy. However, benefits for drugs and supplies when purchased outside of a Participating Pharmacy network will only be provided in the case of an emergency condition. You can visit Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) for a list of Participating Pharmacies or Specialty Pharmacies or call the customer service toll-free number on your identification card. The Pharmacies that are Preferred Participating Pharmacies, Participating Pharmacies and Preferred Specialty Pharmacy Provider may change. You should check with your Pharmacy before obtaining drugs or supplies to make certain of its participation status.

The benefits of this section are subject to all of the terms and conditions of this Policy. Please refer to the *Definitions, Eligibility, and Exclusions – What Is Not Covered* sections of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

**NOTE:** The use of an adjective such as Participating, Preferred or Specialty in modifying a Pharmacy shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Pharmacy. In addition, the omission, non-use or non-designation of Participating or any similar modifier or the use of a term such as Non-Participating should not be construed as carrying any statement or inference, negative or positive, as to the skill or quality of such Pharmacy.

For purposes of this benefit section only, the following definitions shall apply:

**BRAND NAME DRUG**..... means a drug or product manufactured by a single manufacturer as defined by a nationally recognized Provider of drug product database information. There may be some cases where two manufacturers will produce the same product under one license, known as a co-licensed product, which would also be considered as a Brand Name Drug. There may also be situations where a drug's classification changes from Generic to Preferred or Non-Preferred Brand Name due to a change in the market resulting in the Generic Drug being a single source, or the drug product database information changing, which would also result in a corresponding change to your payment obligations from Generic to Preferred or Non-Preferred Brand Name.

**COINSURANCE AMOUNT**.....means a Copayment that is a percentage amount paid by you for each Prescription Order filled or refilled through a Participating Pharmacy or non-Participating Pharmacy.

**COMPOUND DRUGS**..... mean those drugs or inert ingredients that have been measured and mixed by a pharmacist to produce a unique formulation because commercial products either do not exist or do not exist in the correct dosage, size, or form.

**COPAYMENT AMOUNT**.....means the dollar amount or Coinsurance Amount paid by you for each Prescription Order filled or refilled through a Participating Pharmacy or non-Participating Pharmacy.

**COVERED DRUGS**.....means any Legend Drug (except insulin, insulin analogs, insulin pens, and prescriptive and non-prescriptive oral agents for controlling blood sugar levels, including disposable syringes and needles needed for self-administration):

1. Which is medically necessary and is ordered by a Health Care Practitioner naming you as the recipient;
2. For which a written or verbal Prescription Order is provided by a Health Care Practitioner;
3. For which a separate charge is customarily made;
4. Which is not consumed or administered at the time and place that the Prescription Order is written;
5. For which the FDA has given approval for at least one indication; and
6. Which is dispensed by a Pharmacy and is received by you while covered under this benefit section, except when received from a Provider's office, or during confinement while a patient in a Hospital or other acute care institution or facility (refer to the "Exclusions" provision later in this benefit section).



**DRUG LIST**....means a list of all drugs that may be covered under the Outpatient Prescription Drug Program Benefit section of this Policy. A current list is available on our website at <https://www.bcbsil.com/member/prescription-drug-plan-information/drug-lists>. You may also contact a customer service representative at the telephone number shown on the back of your identification card for more information.

**ELIGIBLE CHARGE**.....means (a) in the case of a Provider which has a written agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to administer its prescription drug program to provide Covered Services to you at the time you receive the Covered Services, such Provider's Claim Charge for Covered Services and (b) in the case of a Provider which does not have a written agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to provide services to you at the time you receive Covered Services, either of the following charges for Covered Services:

1. The charge which the particular Pharmacy usually charges for Covered Services, or
2. The agreed upon cost between Participating Pharmacy and Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to administer its prescription drug program, whichever is lower.

**GENERIC DRUG**..... means a drug that has the same active ingredient as a Brand Name Drug and is allowed to be produced after the Brand Name Drug's patent has expired. In determining the brand or generic classification for Covered Drugs Blue Cross and Blue Shield utilizes the generic/brand status assigned by a nationally recognized Provider of drug product database information. Generic Drugs are listed on the *Drug List* which is available on Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com). You may also contact customer service at the toll-free number indicated on the back of your identification card.

**HEALTH CARE PRACTITIONER**.....means an Advanced Practice Nurse, doctor of medicine, doctor of dentistry, Physician Assistant, doctor of osteopathy, doctor of podiatry, or other licensed person with prescription authority.

**LEGEND DRUGS**.....means drugs, biologicals, or compounded prescriptions which are required by law to have a label stating "Caution — Federal Law Prohibits Dispensing Without a Prescription," and which are approved by the FDA for a particular use or purpose.

**MAINTENANCE DRUGS**.....means drugs prescribed for chronic conditions and are taken on a regular basis to treat conditions such as high cholesterol, high blood pressure, or asthma.

**NON-PARTICIPATING PHARMACY OR NON-PARTICIPATING PRESCRIPTION DRUG PROVIDER** .....has the meaning set forth in the *Definitions* Section of this Policy.

**NON-PREFERRED BRAND NAME DRUG** .....means a Brand Name Drug that is identified on the *Drug List* as a Non-Preferred Brand Name Drug. The "*Drug List*" is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**NON-PREFERRED GENERIC DRUG**.....means a Generic Drug that is identified on the *Drug List* as a Non-Preferred Generic Drug. The "*Drug List*" is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**NON-PREFERRED SPECIALTY DRUG**.....means a Specialty Drug, which may be a Generic or Brand Name Drug, that is identified on the "*Drug List*" as a Non-Preferred Specialty Drug. The *Drug List* is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**PARTICIPATING PHARMACY OR PARTICIPATING PRESCRIPTION DRUG PROVIDER** .....has the meaning set forth in the *Definitions* Section of this Policy.

**PHARMACY**.....has the meaning set forth in the *Definitions* Section of this Policy.

**PREFERRED BRAND NAME DRUG** .....means a Brand Name Drug that is identified on the *Drug List* as a Preferred Brand Name Drug. The "*Drug List*" is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**PREFERRED GENERIC DRUG** .....means a Generic Drug that is identified on the *Drug List* as a Preferred Generic Drug. The *Drug List* is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**PREFERRED PARTICIPATING PHARMACY**.....means a Participating Pharmacy which has a written agreement with the Plan or has a written agreement with an entity chosen by the Plan to administer its prescription drug program, to provide Covered Drugs to you at the time services are rendered, that has been designated as a Preferred Participating Pharmacy.

**PREFERRED SPECIALTY DRUG** .....means a Specialty Drug, which may be a Generic or Brand Name Drug, that is identified on the "*Drug List*" as a Preferred Specialty Drug. The *Drug List* is available by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

**PRESCRIPTION ORDER**.....means a written or verbal order from a Health Care Practitioner to a pharmacist for a drug to be dispensed. Orders written by a Health Care Practitioner located outside the United States to be dispensed in the United States are not covered under this benefit section.

**SPECIALTY DRUGS**..... means prescription drugs generally prescribed for use in limited patient populations or diseases. These drugs are typically injected, but may also include high cost oral medications. In addition, patient support and/or education may be required for these drugs. The list of Specialty Drugs is subject to change. To determine which drugs are Specialty Drugs, you should refer to the "*Drug List*" by accessing Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card.

**SPECIALTY PHARMACY PROVIDER**.....means a Participating Prescription Drug Provider that has a written agreement with the plan or the entity chosen by Blue Cross and Blue Shield to administer its prescription drug program to provide Specialty Drugs to you.

## **ABOUT YOUR BENEFITS**

### **Drug List**

Drugs listed on the *Drug List* are selected by Blue Cross and Blue Shield based upon the recommendations of a committee, which is made up of current and previously practicing physicians and pharmacists from across the country, some of whom are employed by or affiliated with Blue Cross and Blue Shield. The committee considers existing drugs approved by the FDA, as well as those newly FDA approved for inclusion on the *Drug List*. Entire drug classes are also regularly reviewed. Some of the factors committee members evaluate include each drug's safety, effectiveness, cost and how it compares with drugs currently on the *Drug List*.

Positive changes (e.g., adding drugs to the *Drug List*, drugs moving to a lower payment tier) occur quarterly after review by the committee. Changes to the *Drug List* that could have an adverse financial impact to you (e.g., drug exclusion, drug moving to a higher payment tier, or drugs requiring step therapy or prior authorization) occur only annually. However, when there has been a pharmaceutical manufacturer's recall or other safety concern, changes to the *Drug List* may occur more frequently.

The *Drug List* and any modifications will be made available to you. By accessing Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or calling the customer service toll-free number on your identification card, you will be able to determine the *Drug List* that applies to you and whether a particular drug is on the *Drug List*.

To the extent required by law, and subject to change as described above, all Covered Drugs indicated for the treatment of Substance Use Disorders are subject to the lowest Coinsurance Amount/Copayment Amount for a Generic Drug, Brand Name Drugs or Specialty Drugs, as applicable.

You, your prescribing health care Provider, or your authorized representative, can ask for a *Drug List* if your drug is not on (or is being removed from) the *Drug List* or the drug required as part of step therapy or dispensing limits has been found to be (or likely to be) not right for you or does not work as well in treating your condition. To request this exception, you, your prescribing Provider or your authorized representative, can call the number on the back of your identification card to ask for a review. Blue Cross and Blue Shield will let you, your prescribing Provider or authorized representative know the coverage decision within 72 hours after they receive your request. If the coverage request is denied, Blue Cross and Blue Shield will let you and your prescribing Provider (or authorized representative) know why it was denied and offer you a covered alternative drug (if applicable). If your exception is denied, you may appeal the decision according to the appeals and external exception review process you will receive with the denial determination.

If you have a health condition that may jeopardize your life, health or keep you from regaining function, or your current drug therapy uses a non-covered drug, your prescriber may be able to ask for an expedited review process by marking the review as an urgent request. Blue Cross and Blue Shield will let you, your prescribing Provider or authorized representative know the coverage decision within 24 hours after they receive your request for an expedited review. If the coverage request is denied, Blue Cross and Blue Shield will let you and your prescribing Provider (or authorized representative) know why it was denied and offer you a covered alternative drug (if applicable). If your exception is denied, you may appeal the decision according to the appeals process you will receive with the denial determination. Call the number on the back of your identification card if you have any questions.

### **PRIOR AUTHORIZATION/STEP THERAPY REQUIREMENT**

When certain medications and drug classes, such as medications used to treat rheumatoid arthritis, growth hormone deficiency and hepatitis C are prescribed, you will be required to obtain authorization from Blue Cross and Blue Shield in order to receive benefits. Medications included in this program are subject to change and other medications for other conditions may be added to the program. Although you may currently be on therapy, your Claim may need to be reviewed

to see if the criteria for coverage of further treatment has been met. A documented treatment with a generic or brand therapeutic alternative medication may be required for continued coverage of the brand name medication.

Blue Cross and Blue Shield's prescription drug administrator will send a questionnaire to your Physician upon your or your Pharmacy's request. The questionnaire must be returned to the prescription drug administrator who will review the questionnaire and determine whether the reason for the prescription meets the criteria for medically necessary care. You and your Physician will be notified of the prescription drug administrator's determination. Although you are not required to obtain authorization prior to purchasing the medication, you are strongly encouraged to do so, to help you and your doctor factor your cost into your treatment decision. If criteria for medical necessity is not met, coverage will be denied and you will be responsible for the full charge incurred.

To find out more about prior authorization/step therapy requirements or to determine which drugs or drug classes require prior authorization or step therapy, you should refer to the *Drug List* by accessing Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card. Please see the "Drug List" provision for more information about changes to the programs.

### **Controlled Substances Limitation**

If it is determined that you may be receiving quantities of controlled substance medications not supported by FDA approved dosages or recognized safety or treatment guidelines, any coverage for additional drugs may be subject to review to assess whether medically necessary, appropriateness and coverage restrictions, which may include but not limited to limiting coverage to services provided by a certain Provider and/or Pharmacy for the prescribing and dispensing of the controlled substance medication and/or limiting coverage to certain quantities. For the purpose of this provision, controlled substance medications are medications classified or restricted by state or federal laws. Additional Coinsurance Amount and/or Copayment Amount and any deductible may apply.

### **Day Supply**

In order to be eligible for coverage under this Policy, the prescribed day supply must be medically necessary and must not exceed the maximum day supply limitation described in this Policy. Payment for benefits covered under this benefit section may be denied if drugs are dispensed or delivered in a manner intended to change, or having the effect of changing or circumventing, the stated maximum day supply limitation. Specialty Drugs are limited to a 30-day supply. For information on these drugs, call the customer service toll-free number located on your identification card. However, early prescription refills of topical eye medication used to treat a chronic condition of the eye will be eligible for coverage after at least 75% of the predicted days of use and the early refills requested do not exceed the total number of refills prescribed by the prescribing Physician or Optometrist. Benefits for prescription inhalants will not be restricted on the number of days before an inhaler refill may be obtained. However, you may receive coverage for up to a 12-month supply for dispensed contraceptive drugs and products that are covered under this benefit section. For additional information about early refills, please see the "Prescription Refills" provision below.

### **Split Fill Program**

If this is your first time using select medications or you have not filled one of these medications recently, you may only be able to receive a partial fill (14-15 day supply) of the medication for up to the first 3 months of therapy. This is to help see how the medication is working for you. Your cost-share may be adjusted to align with the number of pills dispensed. If the medication is working for you and your Physician wants you to continue on this medication, you may be eligible to receive up to a 30 day supply after completing up to 3 months of the partial supply.

### **Dispensing Limits**

If a Prescription Order is written for a certain quantity of medication to be taken in a time period directed by your Physician, Dentist, Optometrist or Podiatrist, coverage will only be provided for a clinically appropriate pre-determined maximum quantity of medication for the specified amount of time. Dispensing limits are based upon FDA dosing recommendations and nationally recognized clinical guidelines.

The maximum quantity of a given prescription drug means the number of units to be dispensed and is determined based on pertinent medical information and clinical efficacy and safety. Quantities of some drugs are restricted regardless of the quantity ordered by your Physician, Dentist, Optometrist or Podiatrist. To determine if a specific drug is subject to this limitation, you can refer to the *Drug List* by accessing Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card.

If you require a Prescription Order in excess of the dispensing limit established by Blue Cross and Blue Shield, ask your Physician, Dentist, Optometrist or Podiatrist to submit a request for clinical review on your behalf. The request will be approved or denied after evaluation of the submitted clinical information. Blue Cross and Blue Shield has the right to

determine dispensing limits and they may change from time to time. Payment for benefits covered under this benefit section may be denied if drugs are dispensed or delivered in a manner intended to change, or having the effect of changing or circumventing, the stated maximum quantity limitation.

### **Prescription Refills**

You are entitled to synchronize your Prescription Order refills for one or more chronic conditions. Synchronization means the coordination of medication refills for two or more medications that you may be taking for one or more chronic conditions such that medications are refilled on the same schedule for a given period of time, if the following conditions are met:

1. The prescription drugs are covered under this Policy or have received an exception approval as described under the “*Drug List*” provision above;
2. The prescription drugs are maintenance medications and have refill quantities available to be refilled at the time of synchronization;
3. The medications are not Schedule II, III, or IV controlled substances as defined in the Illinois Controlled Substances Act;
4. All utilization management criteria (as described under the “Prior Authorization/Step Therapy Requirement” Provision above) for prescription drugs have been met;
5. The prescription drugs can be safely split into short-fill periods to achieve synchronization; and
6. The prescription drugs do not have special handling or sourcing needs that require a single, designated Pharmacy to fill or refill the Prescription Order.

When necessary to permit synchronization, Blue Cross and Blue Shield will prorate the Copayment Amount or Coinsurance Amount, on a daily basis, due for Covered Drugs based on the proportion of days the reduced Prescription Order covers to the regular day supply as shown on the Schedule Page of this Policy.

### **COVERED SERVICES**

Benefits for medically necessary Covered Drugs are available if the drug:

1. Has been approved by the FDA for the diagnosis and condition for which it was prescribed or
2. Has been approved by the FDA for at least one indication and is recognized by substantially accepted peer-reviewed medical literature for treatment of the indication for which the drug is prescribed to treat you for a chronic, disabling or life-threatening illness.

The Coinsurance Amount or Copayment Amount shown on your Schedule Page will apply to each fill of a medication having a unique strength, dosage, or dosage form.

### **Cancer Medications**

Benefits will be provided for orally administered cancer medications, or self-injected cancer medications that are used to treat cancer when a particular legend drug has been shown effective for the treatment of that specific type of cancer and if proper documentation is provided, even though that legend drug may not have FDA-approval for that type of cancer. The drug must have been shown to be effective for the treatment of that particular cancer according to the American Hospital Formulary Service Drug Information; National Comprehensive Cancer Network's Drugs & Biologics Compendium; Thomson Micromedex's Drug Dex; Elsevier Gold Standard's Clinical Pharmacology; or other authoritative compendia as identified from time to time by the Federal Secretary of Health and Human Services. Your Deductible, Copayment Amount, or Coinsurance Amount will not apply to orally administered cancer medications when received from a Participating Pharmacy.

### **Specialty Drugs**

Benefits are available for Specialty Drugs as described under Specialty Pharmacy Program.

### **Immunosuppressant Drugs**

Benefits are available for immunosuppressive drugs prescribed in connection with a human organ transplant.

### **Self-Administered Cancer Medications**

Benefits will be provided for self-administered cancer medications, including pain medication.

## **Injectable Drugs**

Benefits are available for medically necessary injectable drugs which are self-administered that require a written prescription by federal law including but not limited to epinephrine injectors. Benefits will not be provided under this benefit section for any self-administered drugs dispensed by a Physician.

## **Fertility Drugs**

Benefits are available for fertility drugs which are self-administered that require a written prescription by federal law.

## **Contraceptive Drugs**

Benefits are available under this benefit section for contraceptive drugs and products shown on the Contraceptive Coverage List. You may access the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) for more information.

Benefits for contraceptive drugs covered under this benefit section will not be subject to any deductible, Coinsurance Amount and/or Copayment Amount when such services are received from a Preferred Participating Pharmacy Provider.

## **Opioid Antagonists**

Benefits will be provided for at least one opioid antagonist drug, including the medication product, administration devices, and any pharmacy administration fees related to the dispensing of the opioid antagonist. This includes refills for expired or utilized opioid antagonists.

## **Opioid Medically Assisted Treatment**

Benefits will be provided for Buprenorphine or brand equivalent products for medically assisted treatment (MAT) of opioid use disorder.

## **Intranasal Opioid Reversal Agent**

Benefits will be provided for at least one intranasal spray opioid reversal agent when initial prescriptions of opioids are dosages of 50MME or higher.

## **Topical Anti-Inflammatory Acute and Chronic Pain Medication**

Benefits will be provided for Topical anti-inflammatory medication, including but not limited to Ketoprofen, Diclofenac, or another brand equivalent approved by the FDA for acute and chronic pain.

## **Long-term Antibiotic Therapy**

Benefits will be provided for Long-term Antibiotic Therapy, for a person with a Tick-Borne Disease, when determined to be medically necessary and ordered by your Primary Care Physician or Woman's Principal Health Care Provider after making a thorough evaluation of the patient's symptoms, diagnostic test results, or response to treatment.

Oral antibiotics will be covered under the Outpatient Prescription Drug Program. The member payment is indicated under the "Benefit Payment for Prescription Drugs" provision of this Policy.

An Experimental drug will be covered as a Long-term Antibiotic Therapy if it is approved for an indication by the United States Food and Drug Administration. A drug, including an Experimental drug, shall be covered for an off-label use in the treatment of a Tick-Borne Disease if the drug has been approved by the United States Food and Drug Administration.

## **Diabetic Supplies for Treatment of Diabetes**

Benefits are available for medically necessary items of diabetic supplies and blood glucose monitors (including non-invasive monitors and monitors for the blind) for which a Health Care Practitioner has written an order. Such diabetes supplies shall include, but are not limited to, the following:

1. Test strips specified for use with a corresponding blood glucose monitor;
2. Lancets and lancet devices;
3. Visual reading strips and urine testing strips and tablets which test for glucose, ketones, and protein;
4. Insulin and insulin analog preparations;
5. Injection aids, including devices used to assist with insulin injection and needleless systems;
6. Insulin syringes;
7. Biohazard disposable containers;

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8. Prescriptive and non-prescriptive oral agents for controlling blood sugar levels;
9. Glucagon emergency kits.

### **90 Day Supply Prescription Drug Program**

The 90-Day Supply Prescription Drug Program provides delivery of Covered Drugs directly to your home address. In addition to the benefits described in this benefit section, your coverage includes benefits for Maintenance Drugs and diabetic supplies obtained through the 90-Day Supply Prescription Drug Program. For information about this program, contact Blue Cross and Blue Shield or visit Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com).

Some drugs may not be available through the 90-Day Supply Prescription Drug Program. If you have any questions about the 90-Day Supply Prescription Drug Program, need assistance in determining the amount of your payment, or need to obtain the mail order form, you may access Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card. Mail the completed form, your Prescription Order(s) and payment to the address indicated on the form.

If you send an incorrect payment amount for the Covered Drug dispensed, you will: (a) receive a credit if the payment is too much; or (b) be billed for the appropriate amount if it is not enough.

### **Specialty Pharmacy Program**

This program provides delivery of medications directly to your Health Care Practitioner, administration location or to your home if you are undergoing treatment for a complex medical condition. Due to special storage requirements and high cost, Specialty Drugs are not covered unless obtained through the Specialty Pharmacy Program. To determine which drugs are Specialty Drugs, you should refer to the *Drug List* by accessing Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card.

The Specialty Pharmacy Program delivery service offers:

1. Coordination of coverage between you, your Health Care Practitioner and Blue Cross and Blue Shield,
2. Educational materials about the patient's particular condition and information about managing potential medication side effects,
3. Syringes, sharp containers, alcohol swabs and other supplies with every shipment of FDA approved self- injectable medications, and
4. Access to a pharmacist 24 hours a day, 7 days a week, 365 days each year.

## **YOUR COST FOR PRESCRIPTION DRUGS**

### **How Member Cost is Determined**

The amount that you are responsible for is based upon the drug tiers as described below and shown on the Schedule Page of this Policy.

- Tier 1 – includes mostly Preferred Generic Drugs and may contain some Brand Name Drugs.
- Tier 2 – includes mostly Non-Preferred Generic Drugs and may contain some Brand Name Drugs.
- Tier 3 – includes mostly Preferred Brand Name Drugs and may contain some Generic Drugs.
- Tier 4 – includes mostly Non-Preferred Brand Name Drugs and may contain some Generic Drugs.
- Tier 5 – includes mostly Preferred Specialty Drugs and may contain some Generic Drugs
- Tier 6 – includes mostly Non-Preferred Specialty Drugs and may contain some Generic Drugs.

The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Participating Pharmacy.

If you or your Provider requests a Brand Name Drug when a generic or therapeutic equivalent is available, you will be responsible for the Non-Preferred Brand Name Drug payment amount, plus the difference in cost between the Brand Name Drug and the generic equivalent, except as otherwise provided in this Policy.

To verify your payment amount for a drug, visit the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) and log in to Blue Access for Members<sup>SM</sup> or call the number on the back of your identification card. Benefits will be provided as shown on the Schedule Page of this Policy.

If a Covered Drug was paid for using any third-party payments, financial assistance, discount, product voucher, or other reduction in out-of-pocket expenses made by or on your behalf, that amount will be applied to your program deductible or out-of-pocket expense limit.

### **30-Day Supply Prescription Drug Program**

Benefit payment for the 30-day supply prescription drug program

The benefits you receive and the amount you pay will differ depending upon the type of drugs, or diabetic supplies or insulin and insulin syringes obtained and whether they are obtained from a Participating Pharmacy.

When you purchase drugs or diabetic supplies from a Participating Prescription Drug Provider, you will not be charged any amount other than the specified amounts shown on your Schedule Page. You will be charged the appropriate amount for each prescription.

The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Participating Pharmacy.

One prescription means up to a 30 consecutive day supply for most medications. Certain drugs may be limited to less than a 30 consecutive day supply. In addition, you may receive coverage for up to a 12-month supply for dispensed contraceptives. However, for certain maintenance type drugs, larger quantities may be obtained through the 90-day supply prescription drug program. For additional information on these drugs, contact the customer service toll-free number on your identification card.

No benefits will be provided when you purchase drugs or diabetic supplies from a Non-Participating Prescription Drug Provider (other than a Participating Prescription Drug Provider) in Illinois. However, if the Non-Participating Prescription Drug Provider is located outside of Illinois, then benefits for drugs or diabetic supplies purchased for emergency conditions will be provided and you will be responsible for the specified Coinsurance Amount or Copayment Amount shown on your Schedule Page. You will be charged the appropriate Coinsurance Amount or Copayment Amount for each prescription.

### **90 Day Supply Prescription Drug Program**

Benefit payment for the 90-day supply prescription drug program

In addition to the benefits described in this benefit section, your coverage includes benefits for maintenance type drugs and diabetic supplies which may be purchased through a retail or mail order Pharmacy participating in the 90-day supply prescription drug program. You will not be charged any amount other than the appropriate Coinsurance Amount or Copayment Amount, specified on your Schedule Page.

You may also receive coverage for up to a 12-month supply for dispensed contraceptive.

Benefits will not be provided for 90-day supply drugs or diabetic supplies purchased from a Prescription Drug Provider not participating in the 90-day supply program.

Should you choose to obtain a 90-day supply Prescription Order from a mail order Pharmacy, contact Blue Cross and Blue Shield referencing the number on the back of your card or visit Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com).

### **EXCLUSIONS**

For purposes of this benefit section only, the following exclusions shall apply:

1. Some drugs have therapeutic equivalents/therapeutic alternatives. In some cases Blue Cross and Blue Shield may limit benefits to only certain therapeutic equivalents/therapeutic alternatives. If you do not choose the therapeutic equivalents/therapeutic alternatives that are covered under your benefit, the drug purchased will not be covered under any Benefit level.
2. Drugs determined to have inferior efficacy or significant safety issues.
3. Drugs which are not included on the "*Drug List*", unless specifically covered elsewhere in this Policy and/or such coverage is required in accordance with applicable law or regulatory guidelines.
4. Non-FDA approved Drugs.
5. Drugs which do not by law require a Prescription Order from a Provider or Health Care Practitioner (except insulin, insulin analogs, insulin pens, and prescriptive and non-prescriptive oral agents for controlling blood sugar levels and vaccinations administered through certain Participating Pharmacies); and drugs or covered devices for which no valid Prescription Order is obtained.

6. Devices or durable medical equipment of any type (even though such devices may require a Prescription Order) such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, or similar devices (except disposable hypodermic needles and syringes for self-administered injections and those devices listed as diabetes supplies).
7. Pharmaceutical aids, such as, excipients found in the USP-NF (United States Pharmacopeia-National Formulary) including but not limited to preservative, solvents, ointment bases and flavoring coloring diluting emulsifying and suspending agents.
8. Administration or injection of any drugs.
9. Vitamins (except those vitamins which by law require a Prescription Order and for which there is no non-prescription alternative).
10. Drugs dispensed in a Physician's or Health Care Practitioner's office or during confinement while as a patient in a Hospital, or other acute care institution or facility, including take-home drugs or samples; and drugs dispensed by a nursing home or custodial or chronic care institution or facility.
11. Covered Drugs, devices, or other Pharmacy services or supplies provided or available in connection with an occupational sickness or an injury sustained in the scope of and in the course of employment whether or not benefits are, or could upon proper claim be, provided under the Workers' Compensation law.
12. Any special services provided by the Pharmacy, including but not limited to, counseling and delivery. Vaccinations administered through certain Participating Pharmacies are an exception to this exclusion.
13. Drugs which are repackaged by a company other than the original manufacturer.
14. Drugs dispensed in quantities in excess of the day supply amounts stipulated in this benefit section, certain Covered Drugs exceeding the clinically appropriate predetermined quantity, or refills of any prescriptions in excess of the number of refills specified by the Physician or Health Care Practitioner or by law, or any drugs or medicines dispensed in excess of the amount of beyond the time period allowed by law.
15. Legend Drugs which are not approved by the FDA for a particular use or purpose or when used for a purpose other than the purpose for which the FDA approval is given, except as required by applicable laws and regulations or for the treatment of certain types of cancer when a particular Legend Drug has been shown to be effective for the treatment of that specific type of cancer even though that Legend Drug has not been approved for that type of cancer. The drug must have been shown to be effective for the treatment of that particular cancer according to the Federal Secretary of Health and Human Services.
16. Fluids, solutions, nutrients, or medications (including all additives and Chemotherapy) used or intended to be used by intravenous or gastrointestinal (enteral) infusion or by intravenous, intramuscular (in the muscle), intrathecal (in the spine), or intraarticular (in the joint) injection in the home setting, except as specifically mentioned in this Policy.  
**NOTE:** This exception does not apply to dietary formula necessary for the treatment of phenylketonuria (PKU) or other heritable diseases.
17. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss, or dietary control.
18. Drugs, that the use or intended use of which would be illegal, abusive, not medically necessary, or otherwise improper.
19. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the identification card.
20. Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction which is not covered under this Policy, or for which benefits have been exhausted.
21. Rogaine, minoxidil, or any other drugs, medications, solutions, or preparations used or intended for use in the treatment of hair loss, hair thinning, or any related condition, whether to facilitate or promote hair growth, to replace lost hair, or otherwise.
22. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
23. Prescription Orders for which there is an over-the-counter product available with the same active ingredient(s) in the same strength, unless otherwise determined.



24. Athletic performance enhancement drugs.
25. Drugs to treat sexual dysfunction, including, but not limited to, sildenafil citrate (Viagra), phentolamine (Regitine), alprostadil (Prostin, Edex, Caverject), and apomorphine in oral and topical form, except when used treat medically necessary Covered Services resulting from an organic disease or illness, injury or congenital defect.
26. Allergy serum and allergy testing materials.
27. Some therapeutic equivalent drugs are manufactured under multiple names. In some cases, Blue Cross and Blue Shield may limit benefits to only one of the therapeutic equivalents available as specified on the *Drug List*. If you do not choose the therapeutic equivalents that are covered under the Outpatient Prescription Drug Program Benefit section, the drug purchased will not be covered under any benefit level.
28. Compound drugs.
29. Drugs determined to have inferior efficacy or significant safety issues.
30. Medications in depot or long acting formulations that are intended for use longer than the covered days supply amount.
31. Benefits will not be provided for any self-administered drugs under this benefit section dispensed by a Physician.
32. Any portion of Covered Services or Covered Drugs paid for through Prohibited Third Party Cost Sharing Payments.
33. Institutional packs and drugs which are repackaged by anyone other than the original manufacturer.
34. Bulk Powders.
35. Diagnostic agents (except for diabetic testing supplies or test strips).
36. Male condoms.
37. Certain drug classes where there are over-the-counter alternatives available.
38. Drugs that are not considered medically necessary or treatment recommendations that are not supported by evidence-based guidelines or clinical practice guidelines.

## PEDIATRIC VISION CARE BENEFITS

Your coverage includes benefits for pediatric vision care. This section of your Policy explains what those benefits are.

### DEFINITIONS

In addition to the definitions found in the *Definitions Section* of this Policy, the following definitions are applicable to your vision care benefits:

**Benefit Period**..... For purposes of this *Pediatric Vision Care Benefits* section, a period of time that begins on the later of: 1) the member's effective date of coverage under this Policy, or 2) the last date a vision examination was performed on the member or that Vision Materials were provided to the member, whichever is applicable and continues for the next 12 months. Later Benefit Periods will begin on the first day that you receive a Covered Service after expiration of your prior Benefit Period. (A Benefit Period does not coincide with a calendar year and may differ for each covered member of a family).

**Contact Lenses**..... means ophthalmic corrective lenses, either glass or plastic, ground or molded to be fitted directly on your eye.

**Low Vision**..... means a significant loss of vision but not total blindness.

**Ophthalmologist**..... means a duly licensed ophthalmologist.

**Optician**..... means a duly licensed optician.

**Optometrist**..... means a duly licensed optometrist.

**Vision Care Provider**..... means any individual, partnership, proprietorship or organization lawfully and regularly engaged in the business of prescribing and/or dispensing corrective lenses prescribed by a Physician, a licensed Ophthalmologist or Optometrist operating within the scope of his/her license, or a dispensing Optician operating within the scope of his or her license.

**Participating Vision Care Provider**..... is a Vision Care Provider which has a written agreement with Blue Cross and Blue Shield.

**Non-Participating Vision Care Provider**..... is a Vision Care Provider which does not have a written agreement with Blue Cross and Blue Shield.

**Vision Materials**..... Corrective Lenses and/or Frames.

### ELIGIBILITY

Children who are covered under this Policy, up to age 19, are eligible for coverage under this benefit section. NOTE: Once coverage is lost under this Policy, all benefits cease under this benefit section. Extension of benefits due to disability, state or federal continuation coverage option privileges are not available under this benefit section.

### COVERED SERVICES

Your vision care coverage provides benefits for:

1. **Lenses**
2. **Frames**
3. **Contact Lenses**
4. **Low Vision devices**
5. **Laser Vision Correction Surgery (Lasik)**..... You are entitled to receive a discount for traditional and custom Lasik from participating Physicians and affiliated laser centers. You may call the customer service number on the back of your identification card for information on participating Physicians and affiliated laser centers.

You are entitled to receive one of the Covered Services above each Benefit Period. In addition, benefits will be provided for one vision examination each Benefit Period. However, additional benefits will be provided within the Benefit Period if a prescription change is required from previous Lenses covered under this benefit section. No additional benefits will be provided for tinted, photo-sensitive or anti-reflective Lenses above the benefit allowance for regular Lenses.

Benefits will be provided for one pair of Lenses and a Frame and/or one pair of Contact Lenses each Benefit Period.

Benefits will be provided for additional Lenses during a Benefit Period (but still subject to one total Benefit Period payment maximum) if required because the prescription for the Lenses has changed.

Benefits will also be provided for one comprehensive Low Vision evaluation every 5 years. Your benefits for Low Vision also include devices as high-powered spectacles, magnifiers and telescopes and for follow-up care. Follow-up care is limited to four visits every 5 years.

To be eligible for benefits, Lenses, Frames and Contact Lenses must be provided by a Participating Vision Care Provider. Benefits are not available for Lenses, Frames or Contact Lenses received from a Non-Participating Vision Care Provider.

Benefits are available for Covered Services rendered by a Physician, Optometrist or Optician.

If your coverage under this Policy should terminate, benefits will be provided for Lenses, Frames or Contact Lenses that were ordered prior to your termination date if you receive them within 30 days of your termination date.

## **HOW THIS VISION CARE PLAN WORKS**

Under the vision care plan, you may visit any Provider and receive benefits for a covered vision services and materials. In order to maximize benefits for most covered Vision Materials, however, you must purchase them from a Participating Vision Care Provider.

Before you go to a Participating Vision Care Provider for an eye examination, eyeglasses or Contact Lenses, please call ahead for an appointment. When you arrive, show the receptionist your identification card. If you forget to take your identification card, be sure to say that you are a member of the Blue Cross and Blue Shield vision care plan so that your eligibility can be verified.

To locate a Participating Vision Provider, visit the EyeMed Vision Care, LLC (EyeMed) website at [www.eyemed.com](http://www.eyemed.com) and use the Find a Provider link (choose the Select network for your search), or call 1-844-684-2254. If you obtain eyeglasses or Contact Lenses from a Non-Participating Vision Care Provider, you must pay the Provider in full and submit a Claim for reimbursement (see *How To File A Claim* section for more information).

Questions about services covered under the vision care plan, Participating Vision Care Providers or about benefits provided or denied under the plan can be directed to EyeMed seven days a week, Monday through Saturday, 6:30 A.M. to 10:00 P.M., and Sunday 10:00 A.M. to 7:00 P.M. (Central Time) at 1-844-684-2254. An Interactive Voice Response Unit is also available outside normal business operating hours. (Please direct member enrollment, termination and other subscriber or dependent eligibility questions to Blue Cross and Blue Shield of Illinois, not to EyeMed) Members using a TTY (Teletypewriter) because of a hearing or speech disability may access TTY services through calling or using a TTY machine to engage an operator at 711 and asking the operator to call EyeMed at 1-844-230-6498. Customer service hours and operations are subject to change without notice.

You may receive your eye examination and eyeglasses/Contact Lenses on different dates or through different Provider locations, if desired. However, complete eyeglasses must be obtained at one time, from one Provider. Continuity of care will best be maintained when all available services are obtained at one time from one Provider and there may be additional professional charges if you seek Contact Lenses from a Provider other than one who performed your eye examination.

Fees charged for services other than a covered vision examination or covered Vision Materials, and amounts in excess of those payable under this benefit section, must be paid in full by you to the Provider, whether or not the Provider is a Participating Vision Care Provider. Benefits under this benefit section cannot be combined with any discount, promotional offering, or other health benefit plans. Allowances are one-time use benefits; no remaining balances are carried over to be used later.

**Please see your Schedule Page for a complete schedule of pediatric vision care coverage.**

## **LIMITATIONS AND EXCLUSIONS**

In addition to the *Exclusions – What is Not Covered* section of this Policy, this benefit section does not cover services or supplies connected with or charges arising from:

1. Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing;
2. Aniseikonic spectacle lenses;
3. Medical and/or surgical treatment of the eye, eyes, or supporting structures;
4. Plano (nonprescription) lenses and/or Contact Lenses;
5. Nonprescription sunglasses (except for discount);
6. Services rendered after the date an insured person ceases to be covered under this policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the insured person are with•

in 31 days from the date of such order;

7. Services or materials provided by any other group benefit plan providing vision care;
8. Lost or broken lenses, frames, glasses or Contact Lenses will not be replaced except in the next benefit frequency when Vision Materials would next become available;
9. Any vision service, treatment or materials not specifically listed as a Vision Care Covered Service on your Schedule Page;
10. Services and materials that are Experimental/Investigational;
11. Services or materials which are prior to your effective date;
12. Services and materials incurred after the termination date of your coverage, unless otherwise indicated;
13. Services and materials not meeting accepted standards of optometric practice;
14. Services and materials resulting from your failure to comply with professionally prescribed treatment;
15. Telephone consultations;
16. Any charges for failure to keep a scheduled appointment;
17. Any services that are strictly cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances;
18. Services or materials provided as a result of injuries suffered while committing or attempting to commit a felony, engaging in illegal occupation, or participating in a riot, rebellion or insurrection;
19. Office infection control charges;
20. Charges for copies of your records, charts, or any costs associated with forwarding/mailling copies of your records or charts;
21. State or territorial taxes on vision services performed;
22. Medical treatment of eye disease or injury;
23. Visual therapy;
24. Special lens designs or coatings other than those described in this benefit section;
25. Replacement of lost or stolen eyewear;
26. Two pair of eyeglasses in lieu of bifocals;
27. Services not performed by licensed personnel;
28. Prosthetic devices and services;
29. Insurance of Contact Lenses;
30. Professional services you receive from immediate relatives or household members, such as a spouse, parent, child, brother or sister, by blood, marriage or adoption.

## **PREADMISSION CERTIFICATION AND CONCURRENT REVIEW**

Preadmission Certification and Concurrent Review are two programs that have been established to ensure that you receive the most appropriate and cost effective health care.

### **PREADMISSION CERTIFICATION**

Preadmission Certification applies when you need to be admitted to a Hospital as an Inpatient in other than an emergency situation. Prior to your admission, your Primary Care Physician or Woman's Principal Health Care Provider must obtain approval of your admission from your Participating IPA/Participating Medical Group with which he/she is affiliated or employed. The Participating IPA/Participating Medical Group may recommend other courses of treatment that could help you avoid an Inpatient stay. It is your responsibility to cooperate with any recommendations made by the Participating IPA/Participating Medical Group.

### **CONCURRENT REVIEW**

Once you have been admitted to a Hospital as an Inpatient, your length of stay will be reviewed by the Participating IPA/Participating Medical Group. The purpose of that review is to ensure that your length of stay is appropriate given your diagnosis and the treatment that you are receiving. This is known as Concurrent Review.

If your Hospital stay is longer than the usual length of stay for your type of condition, your Participating IPA/Participating Medical Group will contact your Primary Care Physician or Woman's Principal Health Care Provider to determine whether there is a medically necessary reason for you to remain in the Hospital. Should it be determined that your continued stay in the Hospital is not medically necessary, you will be informed of that decision, in writing, and of the date that your benefits for that stay will end.

## EXCLUSIONS — WHAT IS NOT COVERED

Expenses for the following are not covered under your benefit program:

1. Services or supplies that were not ordered by your Primary Care Physician or Woman's Principal Health Care Provider except as explained in the *Emergency Care Benefits* section, *Hospital Benefits* section and for routine vision examinations, in the *Physician Benefits* section of this Policy.
2. Services or supplies that were received prior to the date your coverage began or after the date that your coverage was terminated, unless otherwise stated in this Policy.
3. Services or supplies for which benefits have been paid under any Workers' Compensation Law or other similar laws whether or not you make a claim for such compensation or receive such benefits. However, this exclusion shall not apply if you are a corporate officer of any business or enterprise, defined as a "small business" under paragraph (b), Section 3 or the Illinois Small Business Purchasing Act, as amended, and are employed by the corporation and elect to withdraw yourself from the operation of the Illinois Workers' Compensation Act according to the provisions of the Act.
4. Services or supplies that are furnished to you by the local, state or federal government and services or supplies to the extent payments or benefits for such services or supplies are provided by or available from the local, state or federal government (for example, Medicare) whether or not those payments or benefits are received (except in the case of Medicare), except, however, this exclusion shall not be applicable to medical assistance benefits under Article V, VI, or VII of the Illinois Public Aid Code (Ill. Rev. Stat. ch. 23 §1-1 et seq.) or similar legislation of any state, benefits provided in compliance with the Tax Equity and Fiscal Responsibility Act or as otherwise provided by law.
5. Services or supplies rendered to you as the result of an injury caused by another person to the extent that you have collected damages for such injury and that Blue Cross and Blue Shield has provided benefits for the services or supplies rendered in connection with such injury.
6. Services or supplies that do not meet accepted standards of medical or dental practice including, but not limited to, services which are Experimental/Investigational in nature, except as specifically provided for in this Policy for a) Routine Patient Costs associated with Experimental/Investigational treatment if you are a qualified individual participating in an Approved Clinical Trial, if those services or supplies would otherwise be covered under this Policy if not provided in connection with an Approved Clinical Trial program and b) applied behavior analysis used for the treatment of Autism Spectrum Disorder(s).
7. Custodial Care Service.
8. Long Term Care Services.
9. Respite Care Services, except as specifically mentioned under Hospice Care Benefits.
10. Services or supplies received during an Inpatient stay when the stay is solely related to behavioral, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of Mental Illness. However, this exclusion does not include services or supplies provided for the treatment of an injury resulting from an act of domestic violence or a medical condition (including both physical and mental health conditions).
11. Special education therapy such as music therapy or recreational therapy, except as specifically provided for in this Policy.
12. Cosmetic Surgery and related services and supplies, except for the correction of congenital deformities or for conditions resulting from accidental injuries, tumors or disease.
13. Services or supplies received from a dental or medical department or clinic maintained by an employer, labor union or other similar person or group.
14. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
15. Charges for failure to keep a scheduled visit or charges for completion of a Claim form or charges for the transfer of medical records.
16. Personal hygiene, comfort or convenience items commonly used for other than medical purposes such as air conditioners, humidifiers, physical fitness equipment, televisions and telephones.
17. Special braces, splints, specialized equipment, appliances, ambulatory apparatus or, battery implants, except as

specifically stated in this Policy.

18. Prosthetic devices, special appliances or surgical implants which are for cosmetic purposes, the comfort or convenience of the patient or unrelated to the treatment of a disease or injury.
19. Nutritional items such as infant formula, weight-loss supplements, over-the-counter food substitutes, non-prescription vitamins and herbal supplements, except as stated in this Policy.
20. Blood derivatives which are not classified as drugs in the official formularies.
21. Hypnotism.
22. Inpatient Private Duty Nursing Service.
23. Routine foot care, except for persons diagnosed with diabetes.
24. Maintenance Occupational Therapy, Maintenance Physical Therapy and Maintenance Speech Therapy, except as specifically mentioned in this Policy.
25. Maintenance Care.
26. Self-management training, education and medical nutrition therapy, except as specifically stated in this Policy.
27. Habilitative Services that are solely educational in nature or otherwise paid under State or Federal law for purely educational services.
28. Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth, except as specifically stated in this Policy.
29. Repair or replacement of appliances and/or devices due to misuse or loss, except as specifically mentioned in this Policy.
30. Services or supplies rendered for human organ or tissue transplants, except as specifically provided for in this Policy.
31. Wigs (also referred to as cranial prostheses), unless otherwise specified in this Policy.
32. Services or supplies rendered for infertility treatment, except as specifically provided for in this Policy.
33. Eyeglasses, contact lenses, which are not medically necessary, or hearing aids, except as specifically provided for in this Policy.
34. Acupuncture.
35. Reversal of vasectomies.
36. Services and supplies rendered or provided outside of the United States, if the purpose of the travel to the location was for receiving medical services, supplies or drugs.
37. Any services and/or supplies provided to you outside the United States, unless they are received for an Emergency Condition, notwithstanding any provision in this Policy to the contrary.
38. Dental care, except as directly required for the treatment of a medical condition or as otherwise provided for in this Policy.
39. Benefits will not be provided for any self-administered drugs dispensed by a Physician.
40. Any related services to a non-covered service except for routine patient care for participants in an Approved Clinical Trial. Related services are:
  - a. Services in preparation for the non-covered service;
  - b. Services in connection with providing the non-covered service;
  - c. Hospitalization required to perform the non-covered service; or
  - d. Services that are usually provided following the non-covered service, such as follow-up care, or therapy after surgery

## COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies to this Benefit Program when you or your covered dependent has health care coverage under more than one Benefit Program. COB does not apply to the Outpatient Prescription Drug Program Benefits.

The order of benefit determination rules should be looked at first. Those rules determine whether the benefits of this Benefit Program are determined before or after those of another Benefit Program. The benefits of this Benefit Program:

1. Shall not be reduced when, under the order of benefit determination rules, this Benefit Program determines its benefits before another Benefit Program; but
2. May be reduced when, under the order of benefits determination rules, another Benefit Program determines its benefits first. This reduction is described below in "When this Benefit Program is a Secondary Program."

In addition to the *Definitions Section* of this Policy, the following definitions apply to this section:

**Allowable Expense**.....means a Covered Service, when the Covered Service is covered at least in part by one or more Benefit Program covering the person for whom the claim is made.

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 this definition unless your stay in a private Hospital room is medically necessary either in terms of generally accepted medical practice or as specifically defined in the Benefit Program or if it is the only room available.

When a Benefit Program provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

**Benefit Program**.....means any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

1. Individual or group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
2. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX of the Social Security Act).

Each contract or other arrangement under (i) or (ii) above is a separate benefit program. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Benefit Program.

**Claim Determination Period**.....means a calendar year. However, it does not include any part of a year during which a person has no coverage under this Benefit Program, or any part of a year before the date this "COB" provision or a similar provision takes effect.

**Primary Program or Secondary Program**.....means the order of payment responsibility as determined by the order of benefit determination rules.

When this Benefit Program is the Primary Program, its benefits are determined before those of the other Benefit Program and without considering the other program's benefits.

When this Benefit Program is a Secondary Program, its benefits are determined after those of the other Benefit Program and may be reduced because of the other program's benefits.

When there are more than two Benefit Programs covering the person, this Benefit Program may be a Primary Program as to one or more other programs and may be a Secondary Program as to a different program or programs.

## ORDER OF BENEFIT DETERMINATION

When there is a basis for a Claim under this Benefit Program and another Benefit Program, this Benefit Program is a Secondary Program that has its benefits determined after those of the other program, unless:

1. The other Benefit Program has rules coordinating its benefits with those of this Benefit Program; and
2. Both those rules and this Benefit Program's rules, described below, require that this Benefit Program's benefits be determined before those of the other Benefit Program.

This Benefit Program determines its order of benefit payments using the first of the following rules that applies:

1. **Non-Dependent or Dependent**



The benefits of the Benefit Program that covers the person as an employee, member or subscriber (that is, other than a dependent) are determined before those of the Benefit Program that covers the person as dependent, except that, if the person is also a Medicare beneficiary, Medicare is:

- a. Secondary to the Benefit Program covering the person as a dependent; and
- b. Primary to the Benefit Program covering the person as other than a dependent, for example a retired employee.

**2. Dependent Child if Parents not Separated or Divorced**

Except as stated in rule 3 below, when this Benefit Program and another Benefit Program cover the same child as a dependent of different persons, (i.e., "parent"):

- a. The benefits of the program of the parent whose birthday (month and day) falls earlier in a calendar year are determined before those of the program of the parent whose birthday falls later in that year; but
- b. If both parents have the same birthday, the benefits of the Benefit Program that covered the parent longer are determined before those of the Benefit Program that covered the other parent for a shorter period of time.

However, if the other Benefit Program does not have this birthday-type rule, but instead has a rule based upon gender of the parent, and if, as a result, the Benefit Programs do not agree on the order of benefits, the rule in the other Benefit Program will determine the order of benefits.

**3. Dependent Child if Parents Separated or Divorced**

If two or more Benefit Programs cover a person as a dependent child of divorced or separate parents, benefits for the child are determined in this order:

- a. First, the program of the parent with custody of the child;
- b. Then, the program of the spouse of the parent with custody of the child; and
- c. Finally, the program of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the program of that parent has actual knowledge of those terms, the benefits of that program are determined first. The program of the other parent shall be the Secondary Program. This does not apply with respect to any Claim Determination Period or Benefit Program year during which any benefits are actually paid or provided before the entity has that actual knowledge. It is the obligation of the person claiming benefits to notify the Blue Cross and Blue Shield and, upon its request, to provide a copy of the court decree.

**4. Dependent Child if Parents Share Joint Custody**

If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Benefit Programs covering the child shall follow the order of benefit determination rules outlined in 2 above.

**5. Young Adults as a Dependent**

For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, rule 8, "Length of Coverage" applies. In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule of rule 2 to the dependent child's parent or parents and the dependent's spouse.

**6. Active or Inactive Employee**

The benefits of neither a Benefit Program that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a Benefit Program that covers that person as a laid-off or retired employee (or as that employee's dependent). If the other Benefit Program does not have this rule, and if, as a result, the Benefit Programs do not agree on the order of benefits, this rule shall not apply.

**7. Continuation Coverage**

If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Benefit Program, the following shall be the order of benefit determination:

- a. First, the benefits of a Benefit Program covering the person as an employee, member or subscriber (or as that person's dependent);
- b. Second, the benefits under the continuation coverage.

If the other Benefit Program does not contain the order of benefits determination described within this section, and if, as a result, the programs do not agree on the order of benefits, this requirement shall be ignored.

#### **8. Length of Coverage**

If none of the rules in this section determines the order of benefits, the benefits of the Benefit Program that covered an employee, member or subscriber longer are determined before those of the Benefit Program that covered that person for the shorter term.

#### **WHEN THIS BENEFIT PROGRAM IS A SECONDARY PROGRAM**

In the event this Benefit Program is a Secondary Program as to one or more other Benefit Programs, the benefits of this Benefit Program may be reduced.

The benefits of this Benefit Program will be reduced when:

1. The benefits that would be payable for the Allowable Expenses under this Benefit Program in the absence of this "COB" provision; and
2. The benefits that would be payable for the Allowable Expenses under the other Benefit programs, in the absence of provisions with a purpose like that of this COB provision, whether or not a claim is made;

exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of this Benefit Program will be reduced so that they and the benefits payable under the other Benefit Programs do not total more than those Allowable Expenses.

When the benefits of this Benefit Program are reduced as described, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Benefit Program.

#### **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts are needed to apply these COB rules. Blue Cross and Blue Shield has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Blue Cross and Blue Shield need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Benefit Program must give Blue Cross and Blue Shield any facts it needs to pay the Claim.

#### **FACILITY OF PAYMENT**

A payment made under another Benefit Program may include an amount that should have been paid under this Benefit Program. If it does, Blue Cross and Blue Shield may pay that amount to the organization that made the payment under the other Benefit Program. That amount will then be treated as though it were a benefit paid under this Benefit Program. Blue Cross and Blue Shield will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### **RIGHT OF RECOVERY**

If the amount of payments made by Blue Cross and Blue Shield is more than it should have paid under this "COB" provision, it may recover the excess from one or more of:

1. The persons it has paid;
2. Insurance companies; or
3. Other organizations.

The foregoing notwithstanding, you will only be responsible for any applicable Copayments, deductibles or Coinsurance as described in this Policy.

The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

**PLEASE NOTE, YOU MAY BE ENTITLED TO RECEIVE ADDITIONAL BENEFITS**

The amount by which your benefits under this Benefit Program have been reduced is called your “savings.” Savings can be used to pay for services that are not covered under this Benefit Program provided that the services are covered under another Benefit Program and were not completely paid for under that Benefit Program. Savings can only be used to pay for services rendered in the same calendar year in which the Claim that earned the savings is actually processed.

Please notify Blue Cross and Blue Shield, by calling customer service, if there are expenses incurred during this calendar year which may entitle you to these additional benefits.

## HOW TO FILE A CLAIM

When you receive care from your Primary Care Physician or from another Provider who is affiliated with your Participating IPA/Participating Medical Group, or from your Woman's Principal Health Care Provider, a Claim for benefits does not have to be filed with Blue Cross and Blue Shield. All you have to do is show your Blue Cross and Blue Shield identification card to your Provider. However, to receive benefits for care from another Physician or Provider, you must be referred to that Provider by your Primary Care Physician or Woman's Principal Health Care Provider.

When you receive care from Providers outside of your Participating IPA/Participating Medical Group (i.e. emergency care, medical supplies), usually all you have to do to receive your benefits under this Policy is to, again, show your Blue Cross and Blue Shield identification card to the Provider. Any Claim filing required will be done by the Provider.

There may be situations when you have to file a Claim yourself (for example, if a Provider will not file one for you). To do so, send the following to Blue Cross and Blue Shield:

1. An itemized bill from the Hospital, Physician or other Provider (including the Provider's name and address, the patient's name, the diagnosis (including appropriate codes), the date of service, a description of the service (including appropriate codes) and the Claim Charge);
2. The eligible person's name and Blue Cross and Blue Shield identification number;
3. The patient's name, age and sex; and
4. Any additional relevant information.

Mail all of that information to:

Blue Cross and Blue Shield  
300 East Randolph Street  
Chicago, Illinois 60601-5099

In any case, it is your responsibility to make sure that the necessary Claim information has been provided to Blue Cross and Blue Shield. Claims must be filed no later than December 31st of the calendar year following the year in which the Covered Service was rendered. For the purposes of this filing time limit, Covered Services rendered in December will be considered to have been rendered in the next calendar year.

If you have any questions about a Claim, call customer service at 1-800-892-2803.

## FILING OUTPATIENT PRESCRIPTION DRUG PROGRAM CLAIMS

In certain situations, you will have to file your own Claims in order to obtain benefits under the Outpatient Prescription Drug Program. This is primarily true when you did not receive an identification card, the Pharmacy was unable to transmit a Claim or you received benefits from a non-Participating Prescription Drug Provider. To do so, follow these instructions:

1. Complete an Outpatient Prescription Drug Program Claim Form. These forms are available from Blue Cross and Blue Shield.
2. Attach copies of all Pharmacy receipts to be considered for benefits. These receipts must be itemized.
3. Mail the completed Claim Form with attachments to:

Prime Therapeutics  
P. O. Box 25136  
Lehigh Valley, PA 18002-5136

In any case, Claims must be filed no later than one year after the date a service is received. Claims not filed within one year from the date a service is received, will not be eligible for payment.

## INTERNAL CLAIMS DETERMINATIONS AND APPEALS PROCESS INITIAL CLAIMS DETERMINATIONS

Blue Cross and Blue Shield will usually process all Claims according to the terms of the benefit program within 30 days of receipt of all information required to process a Claim. In the event that Blue Cross and Blue Shield does not process a Claim within this 30-day period, you or the valid assignee shall be entitled to interest at the rate of 9% per year, from the 30th day after the receipt of all Claim information until the date payment is actually made. However, interest payment will not be made if the amount is \$1.00 or less. Blue Cross and Blue Shield will usually notify you, your valid assignee, or your authorized representative when all information required to process a Claim in accordance with the terms of the benefit program within 30 days of the Claim's receipt has not been received. (For information regarding assigning benefits, see "Payment of Claims and Assignment of Benefits" provision in the *Other Things You Should Know* section of this Policy.)

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61 Division of Health Care Service Corporation, A  
Mutual Legal Reserve Company

## If a Claim Is Denied or Not Paid in Full

If the Claim for benefit is denied in whole or in part, you or your authorized representative shall be notified in writing of the following:

1. The reasons for determination;
2. A reference to the benefit plan provisions on which the denial is based, or the contractual, administrative or protocol for the determination;
3. A description of additional information which may be necessary to perfect the Claim and an explanation of why such material is necessary;
4. Subject to privacy laws and other restrictions, if any, the identification of the Claim, date of service, health care Provider, Claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
5. An explanation of Blue Cross and Blue Shield's internal review/appeals and external review processes (and how to initiate a review/appeal or external review) and a statement of your right, if any, to bring a civil action under Section 502(a) of ERISA following a final denial on internal review/appeal. Specifically, this explanation will include:
  - a. An explanation that if your case qualified for external review, an Independent Review Organization will review your case (including any data you'd like to add);
  - b. An explanation that you may ask for an external review with an Independent Review Organization (IRO) not associated with Blue Cross and Blue Shield if your appeal was denied based on any of the reasons below. You may also ask for external review if Blue Cross and Blue Shield failed to give you a timely decision (see d. below), and your claim was denied for one of these reasons:
    - i. A decision about the medical need for or the experimental status of a recommended treatment
    - ii. Your health care coverage was rescinded. For additional information, see the definition of Rescission in the *Definitions Section* of this Policy.

To ask for an external review, complete the Request for External Review form that will be provided to you and available at [insurance.illinois.gov/external-review](https://insurance.illinois.gov/external-review) and submit it to the Department of Insurance at the address shown below for external reviews;

- c. An explanation that you may ask for an expedited (urgent) external review if:
    - i. Failure to get treatment in the time needed to complete an expedited appeal or an external review would seriously harm your life, health or ability to regain maximum function;
    - ii. Blue Cross and Blue Shield failed to give you a decision within 48 hours of your request for an expedited appeal; or
    - iii. The request for treatment is experimental or investigational and your health care Provider states in writing that the treatment would be much less effective if not promptly started;
  - d. If the written notice is for a Final Adverse Determination, the notice will include an explanation that you may ask for an expedited (urgent) external review if the Final Adverse Determination concerns an admission, availability of care, continued stay, or health care service for which the Enrollee received Emergency Services, but has not been discharged from a facility;
  - e. Decisions on standard appeals are considered timely if Blue Cross and Blue Shield sends you a written decision for appeals that need medical review within 15 business days after we receive any needed information, but no later than 30 calendar days of receipt of the request. All other appeals will be answered within 30 calendar days if you are appealing before getting a service or within 60 calendar days if you've already received the service. Decisions on expedited appeals are considered timely if Blue Cross and Blue Shield sends you a written decision with 48 hours of your request for an expedited appeal.
6. In certain situations, a statement in non-English language(s) that written notice of Claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
  7. In certain situations, a statement in non-English language(s) that indicates how to access the language services provided by Blue Cross and Blue Shield;

8. The right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claim for benefits;
9. Any internal rule, guideline, protocol or other similar criterion relied on in the determination, and a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge on request;
10. An explanation of the scientific or clinical judgment relied on in the determination as applied to claimant's medical circumstances, if the denial was based on medical necessity, experimental treatment or similar exclusion, or a statement that such explanation will be provided free of charge upon request;
11. In the case of a denial of an Urgent Care Clinical Claim, a description of the expedited review procedure applicable to such Claims. An Urgent Care Clinical Claim decision may be provided orally, so long as written notice is furnished to the claimant within three days of oral notification; and
12. The following contact information for the Illinois Department of Insurance consumer assistance and ombudsman: For complaints and general inquiries:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
320 West Washington Street  
Springfield, IL 62767  
(877) 527-9431 Toll-free phone  
(217) 558-2083 Fax number  
DOI.complaints@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

For external review requests:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
External Review Unit  
320 West Washington Street 4<sup>th</sup> Floor  
Springfield, IL 62767  
(877) 850-4740 Toll-free phone  
(217) 557-8495 Fax number  
DOI.externalreview@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

## INQUIRIES AND COMPLAINTS

An "Inquiry" is a general request for information regarding Claims, benefits, or membership. A "Complaint" is an expression of dissatisfaction by you either orally or in writing.

Blue Cross and Blue Shield has a team available to assist you with Inquiries and Complaints. Issues may include, but are not limited to, the following:

1. Claims
2. Quality of care

When your Complaint relates to dissatisfaction with a Claim denial (or partial denial), then you have the right to a Claim review/appeal as described in the **CLAIM APPEAL PROCEDURES**.

To pursue an Inquiry or a Complaint, you may contact customer service at the number on the back of your identification card, or you may write to:

Blue Cross and Blue Shield of Illinois  
300 East Randolph  
Chicago, Illinois 60601

When you contact customer service to pursue an Inquiry or Complaint, you will receive a written acknowledgement of your call or correspondence. You will receive a written response to your Inquiry or Complaint within 30 days of receipt by customer service. Sometimes the acknowledgement and the response will be combined. If Blue Cross and Blue Shield needs more information, you will be contacted. If a response to your Inquiry or Complaint will be delayed due to the need for additional information, you will be contacted. If an Inquiry or Complaint is not resolved to your satisfaction, you may appeal to Blue Cross and Blue Shield.

## Timing of Required Notices and Extensions

Separate schedules apply to the timing of required notices and extensions, depending on the type of Claim. There are three types of Claims as defined below.

1. **Urgent Care Clinical Claim** is any pre-service Claim for benefits for medical care or treatment with respect to which the application of regular time periods for making health Claim decisions could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or, in the opinion of a Physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment.
2. **Pre-Service Claim** is any non-urgent request for benefits or a determination with respect to which the terms of the benefit plan condition receipt of the benefit on approval of the benefit in advance of obtaining medical care.
3. **Post-Service Claim** is notification in a form acceptable to Blue Cross and Blue Shield that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Claim Charge, and any other information which Blue Cross and Blue Shield may request in connection with services rendered to you.

### Urgent Care Clinical Claims\*

Type of Notice or Extension	Timing
If your Claim is incomplete, Blue Cross and Blue Shield must notify you within:	24 hours**
If you are notified that your Claim is incomplete, you must then provide completed Claim information to Blue Cross and Blue Shield within:	48 hours after receiving notice
Blue Cross and Blue Shield must notify you of the Claim determination (whether adverse or not):	
if the initial Claim is complete as soon as possible (taking into account medical exigencies), but no later than:	72 hours
after receiving the completed Claim (if the initial Claim is incomplete), within:	24 hours of receipt of completed Claim

\* You do not need to submit appeals of Urgent Care Clinical Claims in writing. You should call Blue Cross and Blue Shield at the toll-free number listed on the back of your identification card as soon as possible to submit an Urgent Care Clinical Claim.

\*\* Notification may be oral unless the claimant requests written notification.

### Pre-Service Claims

Type of Notice or Extension	Timing
If your Claim is filed improperly, Blue Cross and Blue Shield must notify you within:	5 days*
If your Claim is incomplete, Blue Cross and Blue Shield must notify you within:	15 days
If you are notified that your Claim is incomplete, you must then provide completed Claim information to Blue Cross and Blue Shield within:	45 days after receiving notice
Blue Cross and Blue Shield must notify you of the Claim determination (whether adverse or not):	
if the initial Claim is complete, within:	15 days**
after receiving the completed Claim (if the initial Claim is incomplete), within:	30 days
If you require post-stabilization care after an Emergency within:	the time appropriate to the circumstance not to exceed one hour after the time of request

\* Notification may be oral unless the claimant requests written notification.

\*\* This period may be extended one time by Blue Cross and Blue Shield for up to 15 days, provided that Blue Cross and Blue Shield both

- (1) determines that such an extension is necessary due to matters beyond the control of Blue Cross and Blue Shield and
- (2) notifies you, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which Blue Cross and Blue Shield expects to render a decision.

### Post-Service Claims

Type of Notice or Extension	Timing
If your Claim is incomplete, Blue Cross and Blue Shield must notify you within:	30 days
If you are notified that your Claim is incomplete, you must then provide completed Claim information to Blue Cross and Blue Shield within:	45 days after receiving notice
Blue Cross and Blue Shield must notify you of any adverse Claim determination:	
If the initial Claim is complete, within:	30 days*
after receiving the completed Claim (if the initial Claim is incomplete), within:	45 days

\* This period may be extended one time by Blue Cross and Blue Shield for up to 15 days, provided that Blue Cross and Blue Shield both

(1) determines that such an extension is necessary due to matters beyond the control of Blue Cross and Blue Shield and

(2) notifies you in writing, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which Blue Cross and Blue Shield expects to render a decision.

### Concurrent Care

For benefit determinations relating to care that is being received at the same time as the determination, such notice will be provided no later than 24 hours after receipt of your Claim for benefits.

## CLAIM APPEAL PROCEDURES

### Claim Appeal Procedures - Definitions

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide in response to a Claim, Pre-Service Claim or Urgent Care Clinical Claim or make payment for, a benefit resulting from the application of utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not medically necessary or appropriate. If an Ongoing Course of Treatment had been approved by Blue Cross and Blue Shield and Blue Cross and Blue Shield reduces or terminates such treatment (other than by amendment or termination of the benefit plan) before the end of the approved treatment period, that is also an Adverse Benefit Determination. A Rescission of coverage is also an Adverse Benefit Determination. A Rescission does not include a termination of coverage for reasons related to non-payment of premium. Please refer to the provision entitled "Rescission of Coverage" in the *Eligibility and Premium Information* section of this Policy for additional information.

In addition, an Adverse Benefit Determination, also includes an "Adverse Determination." An "Adverse Determination" means:

1. a determination by Blue Cross and Blue Shield or its designated utilization review organization that, based upon the information provided, a request for a benefit under Blue Cross and Blue Shield's health benefit plan upon application of any utilization review technique does not meet Blue Cross and Blue Shield's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness or it is determined to be experimental or investigational and the requested benefit is therefore denied, reduced, or terminated or payment is not provided or made, in whole or in part, for the benefit; or
2. the denial, reduction, or termination of or failure to provide or make payment, in whole or in part, for a benefit based on a determination by Blue Cross and Blue Shield or its designee utilization review organization that a preexisting condition was present before the effective date of coverage; or
3. a Rescission of coverage. Please refer to the provision entitled "Rescission of Coverage" in the *Eligibility and Premium Information* section of this Policy for additional information.

### Expedited Clinical Appeals

If your situation meets the definition of an expedited clinical appeal, you may be entitled to an appeal on an expedited basis. An expedited clinical appeal is an appeal of a clinically urgent nature related to health care services, including but not limited to, procedures or treatments ordered by a health care Provider, that if a decision is denied, may significantly increase the



risk to your health, as well as continued hospitalization. Before authorization of benefits for an Ongoing Course of Treatment is terminated or reduced, Blue Cross and Blue Shield will provide you with notice at least 24 hours before the previous benefits authorization ends and an opportunity to appeal. For the Ongoing Course of Treatment, coverage will continue during the appeal process.

Upon receipt of an expedited pre-service or concurrent clinical appeal, Blue Cross and Blue Shield will notify the party filing the appeal, as soon as possible, but in no event more than 24 hours after submission of the appeal, of all the information needed to review the appeal. Blue Cross and Blue Shield will render a decision on the appeal within 24 hours after it receives the requested information, but in no event more than 48 hours after the appeal has been received by Blue Cross and Blue Shield.

### **How to Appeal an Adverse Benefit Determination**

You have the right to seek and obtain a review of any determination of a Claim, any determination of a request for preauthorization, or any other determination made by Blue Cross and Blue Shield in accordance with the benefits and procedures detailed in your health benefit plan.

An appeal of an Adverse Benefit Determination may be filed by you or a person authorized to act on your behalf. In some circumstances, a health care Provider may appeal on his/her own behalf. Under your Health Benefit Plan, there is one level of internal appeal available to you. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative. To obtain an Authorized Representative Form, you or your representative may call Blue Cross and Blue Shield at the number on the back of your identification card. In urgent care situations, a doctor may act as your authorized representative without completing the form.

If you believe Blue Cross and Blue Shield incorrectly denied all or part of your benefits, you may have your Claim reviewed. Blue Cross and Blue Shield will review its decision in accordance with the following procedure:

1. Within 180 days after you receive notice of an Adverse Benefit Determination, you may call or write to Blue Cross and Blue Shield to request a Claim review. Blue Cross and Blue Shield will need to know the reasons why you do not agree with the Adverse Benefit Determination.
2. In support of your Claim review, you have the option of presenting evidence and testimony to Blue Cross and Blue Shield. You and your authorized representative may ask to review your file and any relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of an Adverse Benefit Determination or at any time during the Claim review process.
3. To contact Blue Cross and Blue Shield to request a Claim review or appeal an Adverse Benefit Determination, use the following contact information:

Blue Cross and Blue Shield of Illinois  
P.O. Box 3122  
Naperville, IL 60566-9744  
(800) 538-8833 Toll-free number  
(866) 414-4258 Fax number  
(918) 551-2011 Fax number

for Urgent requests send a secure email by using our message center by logging into  
Blue Access for Members<sup>SM</sup> (BAM)  
at [www.bcbsil.com](http://www.bcbsil.com)

During the course of your internal appeal(s), Blue Cross and Blue Shield will provide you or your authorized representative (free of charge) with any new or additional evidence considered, relied upon or generated by Blue Cross and Blue Shield in connection with the appealed claim, as well as any new or additional rationale for denial at the internal appeals stage. Such new or additional evidence or rationale will be provided to you or your authorized representative sufficiently in advance of the date a final decision on appeal is made in order to give you a reasonable opportunity to respond. Blue Cross and Blue Shield may extend the time period described in this Policy for its final decision on appeal to provide you with a reasonable opportunity to respond to such new or additional evidence or rationale. If the initial benefit determination regarding the Claim is based in whole or in part on a medical judgement, the appeal will be conducted by individuals associated with Blue Cross and Blue Shield and/or by external advisors, but who were not involved in making the initial denial of your Claim. No deference will be given to the initial Adverse Benefit Determination. Before you or your authorized representative may bring any action to recover benefits the claimant must exhaust the appeal process and must raise all issues with respect to a Claim and must file an appeal or appeals and the appeals must be finally decided by Blue Cross and Blue Shield.

## Timing of Non-Urgent Appeal Determinations

Upon receipt of a non-urgent concurrent pre-service or post-service appeal, Blue Cross and Blue Shield will notify the party filing the appeal within three business days of all the information needed to review the appeal.

Blue Cross and Blue Shield will render a decision of a non-urgent concurrent or pre-service appeal as soon as practical, but in no event more than 15 business days after receipt of all required information. We will send you a written decision for appeals that are related to health care services and not related to administrative matters or Complaints within 15 business days after we receive any needed information, but no later than 30 calendar days of receipt of the request. All other appeals will be answered within 30 calendar days if you are appealing before getting a service or within 60 calendar days if you've already received the service.

## Notice of Appeal Determination

Blue Cross and Blue Shield will notify the party filing the appeal, you, and, if a clinical appeal, any health care Provider who recommended the services involved in the appeal.

The written notice to you or your authorized representative will include:

1. The reasons for the determination;
2. A reference to the benefit plan provisions on which the determination is based and the contractual, administrative or protocol for the determination;
3. Subject to privacy laws and other restrictions, if any, the identification of the Claim, date of service, health care Provider, Claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
4. An explanation of Blue Cross and Blue Shield's internal review/appeals and external review processes (and how to initiate a review/appeal or external review) and a statement of your right, if any, to bring a civil action under Section 502(a) of ERISA following a final denial on internal and external appeal. Specifically, this explanation will include:
  - a. An explanation that if your case qualifies for external review, an Independent Review Organization will review your case (including any data you'd like to add);
  - b. An explanation that you may ask for an external review with an Independent Review Organization (IRO) not associated with Blue Cross and Blue Shield if your appeal was denied based on any of the reasons below. You may also ask for external review if Blue Cross and Blue Shield failed to give you a timely decision (see d. below), and your claim was denied for one of these reasons:
    - i. A decision about the medical need for or the Experimental status of a recommended treatment
    - ii. Your health care coverage was rescinded. For additional information, see the definition of Rescission in the *Definitions Section* of this Policy.

To ask for an external review, complete the Request for External Review form that will be provided to you as part of this notice and available at [insurance.illinois.gov/external-review](https://insurance.illinois.gov/external-review) and submit it to Department of Insurance at the address shown below for external reviews;

- c. An explanation that you may ask for an expedited (urgent) external review if:
  - i. Failure to get treatment in the time needed to complete an expedited appeal or an external review would seriously harm your life, health or ability to regain maximum function;
  - ii. Blue Cross and Blue Shield failed to give you a decision within 48 hours of your request for an expedited appeal;
  - iii. The request for treatment is experimental or investigational and your health care Provider states in writing that the treatment would be much less effective if not promptly started; or
  - iv. The Final Adverse Determination concerns an admission, availability of care, continued stay, or health care service for which the Enrollee received Emergency Services, but has not been discharged from a facility;
- d. Decisions on standard appeals are considered timely if Blue Cross and Blue Shield sends you a written decision for appeals that need medical review within 15 business days after we receive any needed information, but no later than 30 calendar days of receipt of the request. All other appeals will be answered

within 30 calendar days if you are appealing before getting a service or within 60 calendar days if you've already received the service. Decisions on expedited appeals are considered timely if Blue Cross and Blue Shield sends you a written decision within 48 hours of your request for an expedited appeal;

5. An explanation that you and your Provider may file appeals separately and at the same time, and that deadlines for filing appeals or external review requests are not delayed by appeals made by your Provider UNLESS you have chosen your Provider to act for you as your authorized representative;
6. In certain situations, a statement in non-English language(s) that written notice of Claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
7. In certain situations, a statement in non-English language(s) that indicates how to access the language services provided by Blue Cross and Blue Shield;
8. The right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claim for benefits;
9. Any internal rule, guideline, protocol or other similar criterion relied on in the determination, or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge on request;
10. An explanation of the scientific or clinical judgment relied on in the determination, or a statement that such explanation will be provided free of charge upon request;
11. A description of the standard that was used in denying the Claim and a discussion of the decision; and
12. When the notice is given upon the exhaustion of an appeal submitted by a health care Provider on his/her own behalf, the timeframes from the date of the adverse determination for the member to file an appeal or file an external review;
13. When the notice of final adverse determination is given upon the exhaustion of internal appeals by the member, a statement that all internal appeals have been exhausted and the member has 4 months from the date of the letter to file an external review;
14. A statement indicating whether the adverse determination relates to a MEMBER appeal (filed by the member or authorized representative who may be the health care Provider) or a PROVIDER appeal (pursuant to the Provider contract) and shall explain timeframes from the date of the adverse determination for the member to appeal and to file an external review regardless of the status of a Provider appeal;
15. The number of levels of appeals available (no more than two levels for group and one level for individual) under the plan and the level of appeal applicable to the adverse determination within the notice;
16. A Request for External Review Form, Authorized Representative Form, (HCP) Health Care Provider Certification
17. Request for Expedited Review Form, and (HCP) Health Care Provider Certification; and
18. Experimental/Investigational Review Form
19. The following contact information for the Illinois Department of Insurance consumer assistance and ombudsman:

For complaints and general inquiries:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
320 West Washington Street  
Springfield, IL 62767  
(877) 527-9431 Toll-free phone  
(217) 558-2083 Fax number  
DOI.complaints@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

For external review requests:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
External Review Unit  
320 West Washington Street 4th Floor  
Springfield, IL 62767

(877) 850-4740 Toll-free phone  
(217) 557-8495 Fax number  
DOI.externalreview@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

If Blue Cross and Blue Shield's decision is to continue to deny or partially deny your Claim or you do not receive timely decision, you may be able to request an external review of your Claim by an independent third party, who will review the denial and issue a final decision. Your external review rights are described in the "Independent External Review" provision below.

You may file a Complaint with the Illinois Department of Insurance. The Illinois Department of Insurance will notify Blue Cross and Blue Shield of the Complaint. Blue Cross and Blue Shield will have 21 days to respond to the Illinois Department of Insurance.

The operations of Blue Cross and Blue Shield are regulated by the Illinois Department of Insurance. Filing an appeal does not prevent you from filing a Complaint with the Illinois Department of Insurance or keep the Illinois Department of Insurance from investigating a Complaint.

For Complaints, the Illinois Department of Insurance can be contacted at:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
320 West Washington Street  
Springfield, Illinois 62767  
(877) 527-9431 Toll-free phone  
(217) 558-2083 Fax number  
DOI.complaints@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

You must exercise the right to internal appeal as a precondition to taking any action against Blue Cross and Blue Shield, either at law or in equity. If you have an adverse appeal determination, you may file civil action in a state or federal court.

#### **If You Need Assistance**

If you have any questions about the Claims procedures or the review procedure, write or call the Blue Cross and Blue Shield Headquarters at 1-800-538-8833. Blue Cross and Blue Shield's offices are open from 8:45 a.m. to 4:45 p.m. Monday through Friday. Customer service hours and operations are subject to change without notice.

Blue Cross and Blue Shield of Illinois  
P.O. Box 3122  
Naperville, Illinois 60566-9744  
(800) 538-8833 Toll-free phone

If you need assistance with the internal Claims and appeals or the external review processes that are described below, you may contact the health insurance consumer assistance office or ombudsman. You may contact the Illinois ombudsman program at 1-877-527-9432, or call the number on the back of your identification card for contact information.

#### **INDEPENDENT EXTERNAL REVIEW**

You or your authorized representative may make a request for a standard external review or expedited external review of an Adverse Determination or Final Adverse Determination by an independent review organization (IRO).

A "**Final Adverse Determination**" means an Adverse Determination involving a Covered Service that has been upheld by Blue Cross and Blue Shield or its designated utilization review organization, at the completion of Blue Cross and Blue Shield's internal grievance process procedures.

##### **1. Standard External Review**

You or your authorized representative must submit a written request for a standard external independent review to the Illinois Department of Insurance ("IDOI") within 4 months of receiving an Adverse Determination or Final Adverse Determination. Your request should be submitted to the Illinois Department of Insurance at the following address:

Illinois Department of Insurance  
Office of Consumer Health Insurance  
320 West Washington Street 4th Floor  
Springfield, Illinois 62767

(877) 850-4740 Toll-free phone  
(217) 557-8495 Fax number  
DOI.externalreview@illinois.gov Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

You may submit additional information or documentation to support your request for the health care services. Within one business day after the date of receipt of the request, the IDOI will send a copy of the request to Blue Cross and Blue Shield.

## 2. Preliminary Review.

Within five business days of receipt of the request from the IDOI, Blue Cross and Blue Shield will complete a preliminary review of your request to determine whether:

- a. You were an Enrollee at the time health care service was requested or provided;
- b. The service that is the subject of the Adverse Determination or the Final Adverse Determination is a Covered Service under this benefit program, but Blue Cross and Blue Shield has determined that the health care service is not covered;
- c. You have exhausted Blue Cross and Blue Shield's internal appeal process, unless you are not required to exhaust Blue Cross and Blue Shield's internal appeal process pursuant to the Illinois Health Carrier External Review Act; and
- d. You have provided all the information and forms required to process an external review.

For appeals relating to a determination based on treatment being experimental or investigational, Blue Cross and Blue Shield will complete a preliminary review to determine whether the requested service or treatment that is the subject of the Adverse Determination or Final Adverse Determination is a Covered Service, except for Blue Cross and Blue Shield's determination that the service or treatment is experimental or investigational for a particular medical condition and is not explicitly listed as an excluded benefit. In addition, your health care Provider has certified that one of the following situations is applicable:

- a. Standard health care services or treatments have not been effective in improving your condition;
- b. Standard health care services or treatments are not medically appropriate for you; or
- c. There is no available standard health care services or treatment covered by Blue Cross and Blue Shield that is more beneficial than the recommended or requested service or treatment.
- d. In addition, a) your health care Provider has certified in writing that the health care service or treatment is likely to be more beneficial to you, in the opinion of your health care Provider, than any available standard health care services or treatments; or b) your health care Provider, who is a licensed, board certified or board eligible physician qualified to practice in the area of medicine appropriate to treat your condition has certified in writing that scientifically valid studies using accepted protocols demonstrate that the health care service or treatment requested is likely to be more beneficial to you than any available standard health care services or treatments.

3. **Notification.** Within one business day after completion of the preliminary review, Blue Cross and Blue Shield shall notify the IDOI, you and your authorized representative, if applicable, in writing whether the request is complete and eligible for an external review. If the request is not complete or not eligible for an external review, the IDOI, you and your authorized representative shall be notified by Blue Cross and Blue Shield in writing of what materials are required to make the request complete or the reason for its ineligibility. Blue Cross and Blue Shield's determination that the external review request is ineligible for review may be appealed to the IDOI by filing a complaint with the IDOI. The IDOI may determine that a request is eligible for external review and require that it be referred for external review. In making such determination, the IDOI's decision shall be in accordance with the terms of your benefit program (unless such terms are inconsistent with applicable laws) and shall be subject to all applicable laws.

4. **Assignment of IRO.** When the IDOI receives notice that your request is eligible for external review following the preliminary review, the IDOI will, within one business day after the receipt of the notice, a) assign an IRO on a random basis from those IROs approved by the IDOI; and (b) notify Blue Cross and Blue Shield, you and your authorized representative, if applicable, of the request's eligibility and acceptance for external review and the name of the IRO.

Within five business days after the date of receipt of the notice provided by the IDOI of assignment of an IRO, Blue Cross and Blue Shield shall provide to the assigned IRO the documents and any information considered in making the Adverse Determination or Final Adverse Determination. In addition, you or your authorized representative may, within five business days following the date of receipt of the notice of assignment of an IRO, submit in writing to the assigned IRO additional information that the IRO shall consider when conducting the external review. The IRO is not required to, but may, accept and consider additional information submitted after five business days. If Blue Cross and Blue Shield or its designated utilization review organization does not provide the documents and information within five business days, the IRO may end the external review and make a decision to reverse the Adverse Determination or Final Adverse Determination. A failure by Blue Cross and Blue Shield or designated utilization review organization to provide the documents and information to the IRO within five business days shall not delay the conduct of the external review. Within one business day after making the decision to end the external review, the IRO shall notify Blue Cross and Blue Shield, you and, if applicable, your authorized representative, of its decision to reverse the determination.

If you or your authorized representative submitted additional information to the IRO, the IRO shall forward the additional information to Blue Cross and Blue Shield within one business day of receipt from you or your authorized representative. Upon receipt of such information, Blue Cross and Blue Shield may reconsider the Adverse Determination or Final Adverse Determination. Such reconsideration shall not delay the external review. Blue Cross and Blue Shield may end the external review and make a decision to reverse the Adverse Determination or Final Adverse Determination. Within one business day after making the decision to end the external review, Blue Cross and Blue Shield shall notify the IDOI, the IRO, you, and if applicable, your authorized representative of its decision to reverse the determination.

5. **IRO's Decision.** In addition to the documents and information provided by Blue Cross and Blue Shield and you, or if applicable, your authorized representative, the IRO shall also consider the following information if available and appropriate:

- a. Your pertinent medical records;
- b. Your health care Provider's recommendation;
- c. Consulting reports from appropriate health care Providers and other documents submitted to Blue Cross and Blue Shield or its designated utilization review organization, you, your authorized representative or your treating Provider;
- d. The terms of coverage under the benefit program;
- e. The most appropriate practice guidelines, which shall include applicable evidence - based standards and may include any other practice guidelines developed by the federal government, national or professional medical societies, boards and associations;
- f. Any applicable clinical review criteria developed and used by Blue Cross and Blue Shield or its designated utilization review organization; and
- g. The opinion of the IRO's clinical reviewer or reviewers after consideration of the items described above.

Within one business day after the receipt of notice of assignment to conduct an external review with respect to a denial of coverage based on a determination that the health care service or treatment recommended or requested is experimental or investigational, the IRO will select one or more clinical reviewers, as it determines is appropriate, to conduct the external review, which clinical reviewers must meet the minimum qualifications set forth in the Illinois Health Carrier External Review Act, and neither you, your authorized representative, if applicable, nor Blue Cross and Blue Shield will choose or control the choice of the physicians or other health care professionals to be selected to conduct the external review. Each clinical reviewer will provide a written opinion to the IRO within 20 days after being selected by the IRO to conduct the external review on whether the recommended or requested health care service or treatment should be covered.

The IRO will make a decision within 20 days after the date it receives the opinion of each clinical reviewer, which will be determined by the recommendation of a majority of the clinical reviewers.

Within five days after the date of receipt of the necessary information, but in no event more than 45 days after the date of receipt of request for an external review, the IRO will render its decision to uphold or reverse the Adverse Determination or Final Adverse Determination and will notify the IDOI, Blue Cross and Blue Shield, you and your authorized representative, if applicable, of its decision.

With respect to experimental or investigational services or treatments, the IRO will make a decision within 20 days after the date it receives the opinion of each clinical reviewer, which will be determined by the recommendation of a majority of the clinical reviewers.

The written notice will include:

1. A general description of the reason for the request for external review;
2. The date the IRO received the assignment from the IDOI;
3. The time period during which the external review was conducted;
4. References to the evidence or documentation including the evidence - based standards, considered in reaching its decision or, in the case of external reviews of experimental or investigational services or treatments, the written opinion of each clinical reviewer as to whether the recommended or requested health care service or treatment should be covered and the rationale for the reviewer's recommendation;
5. The date of its decisions;
6. The principal reason or reasons for its decision, including what applicable, if any, evidence - based standards that were a basis for its decision; and
7. The rationale for its decision.

Upon receipt of a notice of a decision reversing the Adverse Determination or Final Adverse Determination, Blue Cross and Blue Shield shall immediately approve the coverage that was the subject of the determination. Coverage will only be provided for those services and/or supplies that were the subject of the Adverse Determination or Final Adverse Determination and not for additional services or supplies beyond the scope of the external review.

The IRO is not bound by any Claim determinations reached prior to the submission of information to the IRO. The IDOI, you, your authorized representative, if applicable, and Blue Cross and Blue Shield will receive written notice from the IRO. If you disagree with the determination of the IRO, you may file a Complaint with the Illinois Department of Insurance's Office of Consumer Health Insurance.

#### **Standard External Review**

<b>Standard External Review</b>	<b>Timing</b>
If you receive an Adverse Determination or a Final Adverse Determination, you may file a request for an external review within:	4 months after receipt of notice
Blue Cross and Blue Shield shall complete a preliminary review of the request within:	5 business days after receiving request
Blue Cross and Blue Shield must notify you whether the request is complete and eligible for external review:	
if the request is not complete Blue Cross and Blue Shield shall notify you and include what information or materials are required within:	one business day after the preliminary review
if the request is not eligible for external review, Blue Cross and Blue Shield shall notify you and include the reasons for its ineligibility within:	one business day after the preliminary review
Blue Cross and Blue Shield shall notify the IDOI, you or your authorized representative that a request is eligible for external review within:	one business day after the preliminary review
The IDOI shall assign an independent review organization (IRO) within:	one business day after receipt of the notice
Blue Cross and Blue Shield shall provide to the assigned IRO the documents and any information used in making the Adverse Determination or Final Adverse Determination within:	5 business days of notice of assigned IRO
The IRO shall provide notice of its decision to uphold or reverse the Adverse Determination or Final Adverse Determination within:	5 days after receipt of all required information from you (but no more than 45 days after the receipt of request for external review)

## 1. **Expedited External Review**

If you have a medical condition where the timeframe for completion of (a) an expedited internal review of an appeal involving an Adverse Determination; (b) a Final Adverse Determination; or, (c) a standard external review as described above, would seriously jeopardize your life or health or your ability to regain maximum function, then you or your authorized representative may file a request for an expedited external review by an IRO not associated with Blue Cross and Blue Shield. In addition, if a Final Adverse Determination concerns an admission, availability of care, continued stay or health care service for which you received Emergency Services, but have not been discharged from a facility, then you or your authorized representative may request an expedited external review. You or your authorized representative may file the request immediately after a receipt of notice of a Final Adverse Determination if Blue Cross and Blue Shield fails to provide a decision on a request for an expedited internal appeal within 48 hours.

You may also request an expedited external review if a Final Adverse Determination concerns a denial of coverage based on the determination that the treatment or service in question is considered experimental or investigational and your health care Provider certifies in writing that the treatment or service would be significantly less effective if not started promptly.

Expedited external review will not be provided for retrospective adverse or final adverse determinations.

Your request for an expedited independent external review may be submitted to the IDOI either orally (by calling 877 - 850 - 4740) or in writing as set forth above for requests for standard external review.

2. **Notification.** Upon receipt of a request for an expedited external review, the IDOI shall immediately send a copy of the request to Blue Cross and Blue Shield. Blue Cross and Blue Shield shall immediately notify the IDOI, you and your authorized representative, if applicable, whether the expedited request is complete and eligible for an expedited external review. Blue Cross and Blue Shield's determination that the external review request is ineligible for review may be appealed to the IDOI by filing a complaint with the IDOI. The IDOI may determine that a request is eligible for expedited external review and require that it be referred for an expedited external review. In making such determination, the IDOI's decision shall be in accordance with the terms of the benefit program (unless such terms are inconsistent with applicable law) and shall be subject to all applicable laws.

3. **Assignment of IRO.** If your request is eligible for expedited external review, the IDOI shall immediately assign an IRO on a random basis from the list of IROs approved by the IDOI; and immediately notify Blue Cross and Blue Shield of the name of the IRO.

Upon receipt from the IDOI of the name of the IRO assigned to conduct the external review, Blue Cross and Blue Shield or its designated utilization review organization shall immediately, (but in no case more than 24 hours after receiving such notice) provide to the assigned IRO the documents and any information considered in making the Adverse Determination or Final Adverse Determination within 24 hours or additional information may accompany the request for an expedited independent external review. In addition, you or your authorized representative may submit additional information in writing to the assigned IRO. within 24 hours or additional information may accompany the request for an expedited independent external review. If Blue Cross and Blue Shield or its designated utilization review organization does not provide the documents and information within 24 hours, the IRO may end the external review and make a decision to reverse the Adverse Determination or Final Adverse Determination. Within one business day after making the decision to end the external review, the IRO shall notify the IDOI, Blue Cross and Blue Shield, you and, if applicable, your authorized representative, of its decision to reverse the determination.

As expeditiously as your medical condition or circumstances requires (but in no event more than 72 hours after the date of receipt of the request for an expedited external review), the assigned IRO will render a decision whether or not to uphold or reverse the Adverse Determination or Final Adverse Determination and will notify the IDOI, Blue Cross and Blue Shield, you and, if applicable, your authorized representative. If the initial notice regarding its determination was not in writing, within 48 hours after the date of providing such notice, the assigned IRO shall provide written confirmation of the decision to you, the IDOI, Blue Cross and Blue Shield and, if applicable, your authorized representative, including all the information outlined under the standard process above.

If the external review was a review of experimental or investigational treatments, each clinical reviewer shall provide an opinion orally or in writing to the assigned IRO as expeditiously as your medical condition or circumstances requires, but in no event more than five calendar days after being selected. Within 48 hours after the date it receives the opinion of each clinical reviewer, the IRO will make a decision and provide notice of the decision either orally or in writing to the IDOI, Blue Cross and Blue Shield, you and your authorized representative, if applicable.



If the IRO's initial notice regarding its determination was not in writing, within 48 hours after the date of providing such notice, the assigned IRO shall provide written confirmation of the decision to you, the IDOI, Blue Cross and Blue Shield and, if applicable, your authorized representative.

The assigned IRO is not bound by any decisions or conclusions reached during Blue Cross and Blue Shield's utilization review process or Blue Cross and Blue Shield's internal appeal process. Upon receipt of a notice of a decision reversing the Adverse Determination or Final Adverse Determination, Blue Cross and Blue Shield shall immediately approve the coverage that was the subject of the determination. Coverage will only be provided for those services and/or supplies that were the subject of the Adverse Determination or Final Adverse Determination and not for additional services or supplies beyond the scope of the external review. If you disagree with the determination of the IRO, you may file a Complaint with the Illinois Department of Insurance's Office of Consumer Health Insurance.

An external review decision is binding on Blue Cross and Blue Shield. An external review decision is binding on you, except to the extent you have other remedies available under applicable federal or state law. You and your authorized representative may not file a subsequent request for external review involving the same Adverse Determination or Final Adverse Determination for which you have already received an external review decision.

#### **Expedited External Review**

<b>Expedited External Review</b>	<b>Timing</b>
You may file a request for an expedited external review after the date of receipt of a Final Adverse Determination notice:	Immediately
You may file a request for an expedited external review if Blue Cross and Blue Shield fails to provide a decision on a request for an expedited internal appeal within:	48 hours
Blue Cross and Blue Shield must immediately notify the IDOI, you or your authorized representative whether the request is complete and eligible for an expedited external review or is ineligible for review and may be appealed to the IDOI. The IDOI may make a determination that the request is eligible for an expedited external review, notwithstanding Blue Cross and Blue Shield's determination.	
The IDOI shall assign an independent review organization (IRO):	Immediately
Blue Cross and Blue Shield shall provide all necessary documents and information to the IRO:	Immediately, but not more than 24 hours after assignment of an IRO
If Blue Cross and Blue Shield fails to provide the necessary documents and information within the required time mentioned above, the assigned IRO may terminate the external review and make a decision to reverse the Adverse Determination or Final Adverse Determination.	
The IRO shall provide notice of its decision to uphold or reverse the Adverse Determination or Final Adverse Determination to Blue Cross and Blue Shield, the IDOI, you or your authorized representative:	As expeditiously as your medical condition or circumstances require, but no more than 72 hours after the receipt of request.

#### **External Review of Experimental or Investigational Treatment**

<b>Experimental or Investigational Treatment External Review</b>	<b>Timing</b>
You may file a request with the IDOI for an external review after receipt of an Adverse Determination or a Final Adverse Determination within:	4 months after date of receipt
<i>If your treating Physician certifies in writing that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated, you may make an oral request for an expedited external review, after which the IDOI shall immediately notify Blue Cross and Blue Shield and the time frames otherwise applicable to Expedited External Review shall apply.</i>	
After the receipt for an external review, the IDOI shall send a copy of the request to Blue Cross and Blue Shield within:	One business day

Blue Cross and Blue Shield shall complete a preliminary review of the request within:	5 business days
After completion of the preliminary review, Blue Cross and Blue Shield shall notify you or your authorized representative and the IDOI whether the request is complete and eligible for external review within:	One business day
<i>When the IDOI receives notice that the request is eligible for external review, the IDOI shall:</i>	
assign an IRO and notify Blue Cross and Blue Shield of the name of the IRO, within:	One business day
notify you or your authorized representative of the request's eligibility and acceptance for external review and the name of the IRO, within:	One business day
If you are notified that your request for an external review has been accepted, you or your authorized representative may submit additional information to the assigned IRO within:	5 business days
The assigned IRO shall then select one or more clinical reviewers within:	One business day
Blue Cross and Blue Shield shall provide to the assigned IRO the documents and any information used in making the Adverse Determination or Final Adverse Determination within:	5 business days of notice of assigned IRO
After being selected by the assigned IRO, each clinical reviewer shall provide an opinion to the assigned IRO on whether the recommended or requested health care service shall be covered within:	20 days
or, in the case of an expedited external review:	Immediately, but in no event more than 5 calendar days
The assigned IRO shall make a decision after receipt of the opinion from each clinical reviewer and provide notification of the decision to the IDOI, you or your authorized representative and Blue Cross and Blue Shield within:	20 days
or, in the case of an expedited external review, within:	48 hours after receipt of the opinion of each clinical reviewer

## OTHER THINGS YOU SHOULD KNOW

### THIRD PARTY RECOVERY

**Blue Cross and Blue Shield is assigned the right to recover for a sickness or injury from a third party, or his/her insurer, only to the extent of the benefits paid by Blue Cross and Blue Shield for such sickness or injury.**

You are required to furnish any information or assistance or provide any documents that Blue Cross and Blue Shield may reasonably require in order to obtain its rights under this provision. This provision applies whether or not the third party admits liability.

### BLUE CROSS AND BLUE SHIELD'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS

Blue Cross and Blue Shield has contracts with certain Providers and other suppliers of goods and services for the provision of and/or payment for health care goods and services to all persons entitled to health care benefits under individual and group policies or contracts to which Blue Cross and Blue Shield is a party.

Under certain circumstances described in its contracts with such Providers and suppliers, Blue Cross and Blue Shield may:

1. Receive substantial payments from Providers or suppliers with respect to goods, supplies and services furnished to all such persons for which Blue Cross and Blue Shield was obligated to pay the Provider or supplier,
2. Pay Providers or suppliers substantially less than their Claim Charges for goods or services, by discount or otherwise, or
3. Receive from Providers or suppliers other substantial allowances under Blue Cross and Blue Shield's contracts with them.

In the case of Hospitals and other facilities, the calculation of any out-of-pocket maximums or any maximum amounts of benefits payable by Blue Cross and Blue Shield under this Policy and the calculation of all required deductible and Coinsurance amounts payable by you under this Policy shall be based on the Provider's Charge for Covered Services rendered to you, reduced by the Average Discount Percentage ("ADP") applicable to your Claim or Claims. Blue Cross and Blue Shield may receive such payments, discounts and/or other allowances during the term of this Policy. You are not entitled to receive any portion of any such payments, discounts and/or other allowances in excess of the ADP.

To help you understand how Blue Cross and Blue Shield's separate financial arrangements with Providers work, please consider the following example:

1. Assume you go into the Hospital for one night and the normal, full amount the Hospital bills for Covered Services is \$1,000. How is the \$1,000 bill paid?
2. You personally will have to pay the deductible and Coinsurance amounts set out in your Policy.
3. However, for purposes of calculating your deductible and Coinsurance amounts, and whether you have reached any out-of-pocket or benefit maximums, the Hospital's Provider's Charge would be reduced by the ADP applicable to your Claim. In our example, if the applicable ADP were 30%, the \$1,000 Hospital bill would be reduced by 30% to \$700 for purposes of calculating your deductible and Coinsurance amounts, and whether you have reached any out-of-pocket or benefit maximums.
4. Assuming you have already satisfied your deductible, you will still have to pay the Coinsurance portion of the \$1,000 Hospital bill after it has been reduced by the ADP. In our example, if your Coinsurance obligation is 20%, you personally will have to pay 20% of \$700, or \$140. You should note that your 20% Coinsurance is based on the full \$1,000 Hospital bill, after it is reduced by the applicable ADP.
5. After taking into account the deductible and Coinsurance amounts, Blue Cross and Blue Shield will satisfy its portion of the Hospital bill. In most cases, Blue Cross and Blue Shield has a contract with Hospitals that allows it to pay less, and requires the Hospital to accept less, than the amount of money Blue Cross and Blue Shield would be required to pay if it did not have a contract with the Hospital.

So, in the example we are using, since the full Hospital bill is \$1,000, your deductible has already been satisfied, and your Coinsurance is \$140, then Blue Cross and Blue Shield has to satisfy the rest of the Hospital bill, or \$860. Blue Cross and Blue Shield will usually be able to satisfy the \$860 bill that remains after your Coinsurance and deductible, by paying less than \$860 to the Hospital, often substantially less than \$860. Blue Cross and Blue Shield receives, and keeps for its own account, the difference between the \$860 bill and whatever Blue Cross and Blue Shield ultimately pays under its contracts with Providers, and you are not entitled to any part of these savings.

Blue Cross and Blue Shield may receive such payments, discounts, and/or other allowances during the term of this Policy.

You are not entitled to receive any portion of any such payments, discounts, and/or other allowances. Any Copayments and/or deductibles payable by you are pre-determined fixed amounts, based upon the selected benefit plan, which are not impacted by any discounts or contractual allowances which Blue Cross and Blue Shield may receive from a Provider.

## **OTHER BLUE CROSS AND BLUE SHIELD PLANS' SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS**

### **Out-of-Area Services**

Blue Cross and Blue Shield has a variety of relationships with other Blue Cross and/or Blue Shield Plans under their Licensed Controlled Affiliates ("Licensees") referred to generally as "Inter-Plan Arrangements".

These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross and Blue Shield Association ("Association"). Whenever you obtain health care services outside of Blue Cross and Blue Shield's service area and your Participating IPA's/Participating Medical Group's service area (collectively referred to in this section as "the service area"), the Claims for these services may be processed through one of these Inter-Plan Arrangements.

When you receive care outside the service area, you will receive it from one of two kinds of healthcare Providers. Most Providers ("participating Providers") contract with the local Blue Cross and/or Blue Shield Licensee in that geographic area ("Host Blue"). Some providers ("non-participating Providers") do not contract with the Host Blue. Blue Cross and Blue Shield of Illinois' payment practices in both instances are described below.

Blue Cross and Blue Shield of Illinois covers only limited health care services received outside of the service area. As used in this section, *Other Things You Should Know*, "Out-of-Area Covered Health Care Services" include emergency care, urgent care and follow-up care obtained outside the geographic area of the Blue Cross and Blue Shield's service area. Any other services will not be covered when processing through any Inter-Plan Arrangements, unless authorized by your Primary Care Physician ("PCP") or Women's Principal Health Care Provider ("WPHCP").

### **BlueCard® Program**

Under BlueCard Program, when you obtain Out-of-Area Covered Health Care Services, as defined above, from a health care Provider participating with a Host Blue, Blue Cross and Blue Shield will remain responsible for fulfilling Blue Cross and Blue Shield contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare Providers.

The BlueCard Program enables you to obtain Out-of-Area Covered Health Care Services, as defined above, from a health care Provider participating with a Host Blue, where available. The participating Provider will automatically file a Claim for the Out-of-Area Covered Health Care Services provided to you, so there are no Claim forms for you to fill out. You will be responsible for the Copayment or Coinsurance amount, as stated in this Policy.

### **Emergency Care Services:**

If you experience a medical emergency while traveling outside of your Participating IPA's/Participating Medical Group's service area, go to the nearest emergency facility, urgent care facility, or other health care Provider.

Whenever you receive Out-of-Area Covered Health Care Services outside of the service area and the Claim is processed through the BlueCard Program, the amount you pay for Covered Services, if not a flat dollar Copayment, is calculated based on the lower of:

1. The billed charges for your Covered Services, or
2. The negotiated price that the Host Blue makes available to Blue Cross and Blue Shield of Illinois.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to your health care Provider. Sometimes, it is an estimated price that takes into account special arrangements with your health care Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Blue Cross and Blue Shield uses for your Claim because they will not be applied retroactively to Claims already paid.

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to your liability calculation. If applicable, Blue Cross and Blue Shield of Illinois will include any such surcharge, tax or other fee as part of the Claim

Charge passed on to you. If federal law or any state laws mandate other liability calculation methods, including a surcharge, we would then calculate your liability for any Covered Service according to applicable law.

## **Non-Participating Healthcare Providers Outside the Service Area Liability Calculation**

### **1. In General:**

Except for emergency care and urgent care, services received from a Non-Participating Provider outside of the service area will not be covered.

For emergency care and urgent care services received from Non-Participating Providers outside of your Participating IPA's/Participating Medical Group's service area, but within Blue Cross and Blue Shield's service area, please refer to the *Emergency Care Benefits* section of this Policy.

For emergency care and urgent care services that are provided outside of Blue Cross and Blue Shield's service area by a Non-Participating Provider, the amount(s) you pay for such services will be calculated using the methodology described in the *Emergency Care Benefits* section for Non-Participating Providers located inside the service area. Federal or state law, as applicable, will govern payments for out-of-network Emergency Services.

### **2. Exceptions:**

In some exception cases, the Plan may, but is not required to negotiate a payment with such non-participating health care Provider on an exception basis. If a negotiated payment is not available, then the Plan may make a payment based on the lesser of:

- a. The amount calculated using the methodology described in this Policy for Non-Participating Providers located inside our service area (described above); or
- b. The following:
  - i. For professional Providers make a payment based on publicly available provider reimbursement data for the same or similar professional services, adjusted for geographical differences where applicable, or
  - ii. For Hospital or facility Providers, make a payment based on publicly available data reflecting the approximate costs that Hospitals or facilities have reportedly incurred historically to provide the same or similar service, adjusted for geographical differences where applicable, plus a margin factor for the Hospital or facility.

In these situations, you may be liable for the difference between the amount that the Non-Participating Provider bills and the payment Blue Cross and Blue Shield of Illinois will make for the Covered Services as set forth in this section.

## **Blue Cross Blue Shield Global Core:**

If you are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands in certain ways. For instance, although Blue Cross Blue Shield Global Core assists you with accessing a network of Inpatient, Outpatient and professional Providers, the network is not served by a Host Blue. As such, when you receive care from Providers outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you will typically have to pay the Providers and submit the Claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a physician appointment or hospitalization, if necessary.

### **1. Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for covered Inpatient services, except for your deductible, Copayment and/or Coinsurance amount, if applicable. In such cases, the Hospital will submit your Claims to the service center to begin Claim processing. However, if you paid in full at the time of service, you must submit a Claim to receive reimbursement for Covered Services.

## 2. Outpatient Services

Physicians, urgent care centers and other Outpatient Providers located outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands will typically require you to pay in full at the time of service. You must submit a Claim to obtain reimbursement for Covered Services.

### Submitting a BlueCard Worldwide Claim

When you pay for Covered Services outside the BlueCard service area, you must submit a Claim to obtain reimbursement. For institutional and professional Claims, you should complete a Blue Cross Blue Shield Global Core International Claim form and send the Claim form and the Provider's itemized bill(s) to the service center (the address is on the form) to initiate Claims processing. Following the instructions on the Claim form will help ensure timely processing of your Claim. The Claim form is available from Blue Cross and Blue Shield of Illinois, the service center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your Claim submission, you should call service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

## BLUE CROSS AND BLUE SHIELD'S SEPARATE FINANCIAL ARRANGEMENTS REGARDING PRESCRIPTION DRUGS

### Blue Cross and Blue Shield's Separate Financial Arrangements with Prescription Drug Providers

Blue Cross and Blue Shield hereby informs you that it has arrangements with Prescription Drug Providers ("Participating Prescription Drug Providers") to provide prescription drug services to all persons entitled to prescription drug benefits under health policies and contracts to which Blue Cross and Blue Shield is a party, including all persons covered under this Policy. Under its arrangements with Participating Prescription Drug Providers, Blue Cross and Blue Shield may receive from these Providers discounts for prescription drugs dispensed to you. You are not entitled to receive any portion of any such payments, discounts and/or other allowances.

Coinsurance amounts payable by you under this Policy will be calculated on the basis of the Provider's Eligible Charge or the agreed upon cost between the Participating Prescription Drug Provider and Blue Cross and Blue Shield for a prescription drug, whichever is lower.

To help you understand how Blue Cross and Blue Shield's separate financial arrangements with Participating Prescription Drug Providers work, please consider the following example:

1. Assume you have a prescription dispensed and the normal, full amount of the prescription drug is \$100. How is the \$100 paid?
2. You personally will have to pay the Coinsurance amount set out in this Policy.
3. However, for purposes of calculating your Coinsurance amount, the full amount of the prescription drug would be reduced by the discount. In our example, if the applicable discount were 20%, the \$100 prescription drug bill would be reduced by 20% to \$80 for purposes of calculating your Coinsurance amount.
4. In our example, if your Coinsurance obligation is 25%, you personally will have to pay 25% of \$80, or \$20. You should note that your 25% Coinsurance is based upon the discounted amount of the prescription and not the full \$100 bill.

For the home delivery pharmacy and specialty pharmacy program partially owned by Prime, Prime retains the difference between its acquisition cost and the negotiated prices as its fee for the various administrative services provided as part of the home delivery pharmacy and/or specialty pharmacy program. The Plan pays a fee to Prime for pharmacy benefit services. A portion of Prime's PBM fees are tied to certain performance standards, including, but not limited to, claims processing, customer service response, and home deliver processing.

"Weighted paid claim" refers to the methodology of counting claims for purposes of determining the Blue Cross and Blue Shield's fee payment to Prime. Each retail (including claims dispensed through PBM's specialty pharmacy program) paid claim will be weighted according to the days' supply dispensed. A paid claim is weighted in 34-day supply increments so a 1-34 days' supply is considered 1 weighted claim, a 35-68 days' supply is considered 2 weighted claims and the pattern continues up to 6 weighted claims for 171 or more days' supply. The Plan pays Prime a Program Management Fee ("PMF") on a per weighted claim days' supply.

The amounts received by Prime from the Plan, pharmacies, manufactures or other third parties may be revised from time to time. Some of the amounts received by Prime may be charged each time a claim is processed (or, in some instances, requested to be processed) through Prime and/or each time a prescription is filled, and include, but are not limited to, administrative fees charged by Prime to the Plan (as described above), administrative fees charge by Prime to pharmacies

and administrative fees charged by prime to pharmaceutical manufactures. Currently, none of these fees will be passed on to you as expenses, or accrue to the benefit of you, unless otherwise specifically set forth in this Policy.

Additional information about these types of fees or the amount of these fees is available upon request. The maximum that Prime will receive from any pharmaceutical manufacture for certain administrative fees will be 5.5% of the total sales for all rebatable products of such manufacture dispensed during any given calendar year to members of the Plan and other Blue Plan operating divisions.

### **Blue Cross and Blue Shield's Separate Financial Arrangements with Pharmacy Benefit Managers**

Blue Cross and Blue Shield owns a significant portion of the equity of Prime Therapeutics LLC and informs you that Blue Cross and Blue Shield has entered into one or more agreements with Prime Therapeutics LLC or other entities (collectively referred to as "Pharmacy Benefit Managers") to provide, on Blue Cross and Blue Shield's behalf, Claim Payments and certain administrative services for your prescription drug benefits. Pharmacy Benefit Managers have agreements with pharmaceutical manufacturers to receive rebates for using their products. The Pharmacy Benefit Manager may share a portion of those rebates with Blue Cross and Blue Shield. You are not entitled to receive any portion of such rebates except to the extent they may be as they are figured into the pricing of the product.

### **BALANCE BILLING and OTHER PROTECTIONS**

Federal requirements, including but not limited to the Consolidated Appropriations Act, may impact your benefits. Blue Cross and Blue Shield of Illinois will apply federal requirements to your benefit plan, where applicable.

For some types of out-of-network care, your health care provider may not bill you more than your in-network cost-sharing levels. If you receive the types of care listed below, your cost-share will be calculated as if you received services from an in-network provider. Those cost-share amounts will apply to any in-network deductible and out-of-pocket maximums.

1. Emergency care from facilities or providers who do not participate in your network;
2. Care furnished by non-participating providers during your visit to an in-network facility; and
3. Air ambulance services from non-participating providers, if your plan covers in-network air ambulance services.

There are limited instances when an out-of-network provider of the care listed above may send you a bill for up to the amount of that provider's billed charges. You are only responsible for payment of the out-of-network provider's billed charges if, in advance of receiving services, you signed a written notice that informed you of:

1. the provider's out-of-network status;
2. in the case of services received from an out-of-network provider at an in-network facility, a list of in-network providers at the facility who could offer the same services;
3. information about whether prior authorization or other care management limitations may be required in advance of services; and
4. a good faith estimate of the provider's charges.

Your provider cannot ask you to be responsible for paying billed charges for certain types of services, including emergency medicine, anesthesiology, pathology, radiology, and neonatology, and other specialists as may be defined by applicable law.

### **PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS**

All benefit payments may be made by Blue Cross and Blue Shield directly to any Provider furnishing the Covered Services for which such payment is due, and Blue Cross and Blue Shield is authorized by you to make such payments directly to such Providers. However, Blue Cross and Blue Shield reserves the right to pay any benefits that are payable under the terms of this Policy directly to you, unless reasonable evidence of a properly executed and enforceable Assignment of Benefit Payment has been received by Blue Cross and Blue Shield sufficiently in advance of Blue Cross and Blue Shield's benefit payment. Blue Cross and Blue Shield reserves the right to require submission of a copy of the Assignment of Benefit Payment.

You will not receive any notices regarding Covered Services received from your Primary Care Physician (or other Providers who are part of your Participating IPA/Participating Medical Group) because Claims do not have to be filed for those services.

Once Covered Services are rendered by a Provider, you have no right to request that Blue Cross and Blue Shield not pay the Claim submitted by such Provider and no such request will be given effect. In addition, Blue Cross and Blue Shield will have no liability to you or any other person because of its rejection of such request.

Except for the assignment of benefit payment described above, neither this Policy nor an Enrollee's Claim for payment of benefits under this Policy is assignable in whole or in part to any person or entity at any time, and coverage under this Policy is expressly non-assignable and non-transferable and will be forfeited if you attempt to assign or transfer coverage or aid or attempt to aid any other person in fraudulently obtaining coverage.

### **OUT-OF-POCKET EXPENSE LIMITATION**

If, during any calendar year, you have paid Copayments, deductibles and/or any Coinsurance amount for Covered Services under this Policy the total amount of which equals the amount shown on your Schedule Page, your benefits for any additional Covered Services that you may receive during that calendar year, including any Copayment, deductible and/or Coinsurance amounts, will be reimbursed by Blue Cross and Blue Shield. Should the federal government adjust the deductible and/or out-of-pocket expense limit amount(s) for high deductible health plans, the deductible and/or the out-of-pocket expense limit amount(s) in this Policy will be adjusted accordingly.

In the event your Physician or the Hospital requires you to pay any additional Copayments, deductible and/or Coinsurance amounts after you have met the above provision, upon receipt of properly authenticated documentation, Blue Cross and Blue Shield will reimburse to you, the amount of those Copayments, deductibles and/or Coinsurance amounts.

The above "Out-of-Pocket expense limitation" provision does not include the following:

1. Services, supplies or charges limited or excluded under this Policy; and
2. Expenses not covered because a benefit maximum has been reached; and
3. Prohibited Third Party Cost Sharing Payments.

### **YOUR PROVIDER RELATIONSHIPS**

The choice of a Hospital, Participating IPA, Participating Medical Group, Primary Care Physician or any other Provider is solely your choice and Blue Cross and Blue Shield will not interfere with your relationship with any Provider.

Blue Cross and Blue Shield does not itself undertake to provide health care services, but solely to arrange for the provision of health care services and to make payments to Providers for the Covered Services received by you. Blue Cross and Blue Shield is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but not limited to, the failure or refusal to render services to you. Professional services which can only be legally performed by a Provider are not provided by Blue Cross and Blue Shield. Any contractual relationship between a Physician and a Hospital or other Provider should not be construed to mean that Blue Cross and Blue Shield is providing professional service.

### **FAILURE OF YOUR PARTICIPATING IPA OR PARTICIPATING MEDICAL GROUP TO PERFORM UNDER ITS CONTRACT**

Should your Participating IPA or Participating Medical Group fail to perform under the terms of its contract with Blue Cross and Blue Shield, as determined by Blue Cross and Blue Shield, or fail to renew such contract, the benefits of this Policy will be provided for you for Covered Services received from other Providers limited to Covered Services received during a thirty day period beginning on the date of the Participating IPA's/Participating Medical Group's failure to perform or failure to renew its contract with Blue Cross and Blue Shield. During this thirty day period, you will have the choice of transferring your enrollment to another Participating IPA or Participating Medical Group. Your transferred enrollment or coverage will be effective thirty-one days from the date your Participating IPA or Participating Medical Group failed to perform or failed to renew its contract with Blue Cross and Blue Shield.

### **ENTIRE POLICY**

This Policy, including any Addenda and/or the application(s) for this Policy, if any, of the Enrollees constitutes the entire contract of coverage between you and Blue Cross and Blue Shield. No change in this Policy shall be valid until approved by an executive office of Blue Cross and Blue Shield and unless such approval be endorsed here on or attached hereto.

### **POLICY YEAR**

Policy Year means the 12 month period beginning on January 1 of each year.



## **PREMIUM REBATES, AND PREMIUM ABATEMENTS; AND COST-SHARING**

1. **Rebate.** In the event federal or state law requires Blue Cross and Blue Shield to rebate a portion of annual premiums paid, Blue Cross and Blue Shield will directly provide any rebate owed participants or former participants to such persons in amounts as required by law.
2. **Abatement.** Blue Cross and Blue Shield may from time to time determine to abate (all or some of) the premium due under this Policy for particular period(s).
3. Any abatement of premium by Blue Cross and Blue Shield represents a determination by Blue Cross and Blue Shield not to collect premium for the applicable period(s) and does not effect a reduction in the rates under this Policy. An abatement for one period shall not constitute a precedent or create an expectation or right as to any abatement in any future periods.
4. Blue Cross and Blue Shield makes no representation or warranty that any rebate or abatement owed or provided is exempt from any federal, state or local taxes (including any related notice, withholding or reporting requirements). It will be the obligation of each participant or former participant (if applicable) owed or provided a rebate or an abatement to determine the applicability of and comply with any applicable federal, state or local laws or regulations.
5. **Cost-Sharing.** Blue Cross and Blue Shield reserves the right from time to time to waive or reduce the Coinsurance, Copayments and/or deductibles under this Policy.

## **AGENCY RELATIONSHIPS**

All information you provide to Blue Cross and Blue Shield will be relied upon as accurate and complete. You must promptly notify Blue Cross and Blue Shield of any changes to such information.

## **NOTICES**

Any information or notice which you furnish to Blue Cross and Blue Shield under this Policy must be in writing and sent to Blue Cross and Blue Shield at its offices at 300 East Randolph Street, Chicago, Illinois, 60601-5099 (unless another address has been stated in this Policy for a specific situation). Any information or notice which Blue Cross and Blue Shield furnishes to you must be in writing and sent to you at your address as it appears on Blue Cross and Blue Shield's records and if applicable, in the case of a Qualified Medical Child Support Order, to the designated representative as it appears on Blue Cross and Blue Shield's records. Blue Cross and Blue Shield may also provide such notices electronically, to the extent permitted by applicable law.

## **CONTINUITY OF CARE**

If you are under the care of a Primary Care Physician or a Women's Principal Health Care Provider or other Provider who leaves the Plan's network (for reasons other than termination of a contract in situations involving imminent harm to a patient or a final disciplinary action by State licensing board), and your Provider agrees, you may be able to continue receiving Covered Services with that Provider for the following:

1. An Ongoing Course of Treatment for a serious acute disease or condition requiring complex ongoing care that you are currently receiving (for example, you are currently receiving, such as Chemotherapy, radiation therapy, or post-operative visits for a serious acute disease or condition);
2. An Ongoing Course of Treatment for a Life-Threatening Disease Or Condition and the likelihood of death is probable unless the course of the disease or condition is interrupted);
3. An Ongoing Course of Treatment for the second and third trimester of pregnancy through the postpartum period; or
4. An Ongoing Course of Treatment for a health condition of which a treating Provider attests that discontinuing care by the Provider who is terminating from the network would worsen the condition or interfere with anticipated outcomes.

Continuity coverage described in this provision shall continue until the treatment is complete but will not extend for more than ninety (90) days beyond the date from the date of the notice to the Enrollee of the Provider's termination from the network plan, or if the Enrollee has entered the second or third trimester of pregnancy at the time of the Provider's disaffiliation, a period that includes the provision of post-partum care directly related to the delivery.

If you are a new HMO Enrollee and you are receiving care for a condition that requires an Ongoing Course of Treatment or if you have entered into the second or third trimester of pregnancy, and your Physician does not belong to the Blue Cross and Blue Shield network, but is within Blue Cross and Blue Shield's service area, you may request the option of transition

of care benefits. You must submit a written request to Blue Cross and Blue Shield for transition of care benefits within 15 business days of your eligibility effective date, or if you have entered the second or third trimester of pregnancy at the time of the Provider's disaffiliation, a period that includes the provision of post-partum care directly related to the delivery. Blue Cross and Blue Shield may authorize transition of care benefits for a period up to 90 days from the effective date of enrollment. Authorization of benefits is dependent on the Physician's agreement to contractual requirements and submission of a detailed treatment plan. A written notice of Blue Cross and Blue Shield's determination will be sent to you within 15 business days of receipt of your request.

You have the right to appeal any decision made for a request for benefits under this provision as explained in the "Claim Appeal Procedures" provision in the *How To File A Claim* section of this Policy.

### **LIMITATIONS OF ACTIONS**

No legal action may be brought to recover under this Policy until at least 60 days have elapsed since a Claim has been furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy. In addition, no such action may be brought once 3 years have elapsed from the date that a Claim is required to be furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy.

### **VALUE BASED DESIGN PROGRAMS**

The Claim Administrator and your Employer has the right to offer medical behavior wellness, incentive, maintenance, or improvement programs that allows for a reward, a contribution, a penalty, a deferential in premiums or a differential in medical, prescription drug or equipment Copayments, Coinsurance, deductibles, or costs, or a combination of these incentives or disincentives for participation in any such program offered or administered by Blue Cross and Blue Shield or an entity chosen by Blue Cross and Blue Shield to administer such programs. In addition, discount programs for various health and wellness-related or insurance-related items and services may be available from time to time. Such programs may be discontinued without notice.

For individuals in wellness programs who are unable to participate in these incentives or disincentives due to an adverse health factor shall not be penalized based upon an adverse health status and, unless otherwise permitted by law, Blue Cross and Blue Shield will allow a reasonable alternative to any individual for whom it is unreasonably difficult, due to a medical condition, to satisfy otherwise applicable wellness program standards. Contact Blue Cross and Blue Shield for additional information regarding any value based programs offered by Blue Cross and Blue Shield.

Blue Cross and Blue Shield makes available at no additional cost to your, identity theft protection services, including credit monitoring, fraud detection, credit/identity repair and insurance to help protect your information. These identity theft protection services are currently provided by Blue Cross and Blue Shield's designated outside vendor and acceptance or declination of these services is optional to Members. Members who wish to accept such identity theft protection services will need to individually enroll in the program online at [www.bcbsil.com](http://www.bcbsil.com) or telephonically by calling the toll-free telephone number on your identification card. Services may automatically end when the person is no longer an eligible Member. Services may change or be discontinued at any time with or without notice and Blue Cross and Blue Shield does not guarantee that a particular vendor or service will be available at any given time. The services are provided as a convenience and are not considered covered benefits under this benefit program.

### **SERVICE MARK REGULATION**

You hereby acknowledge your understanding that this Policy constitutes a contract solely between you and Blue Cross and Blue Shield, that Blue Cross and Blue Shield is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Illinois, and that we are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this Policy based upon representations by any person other than Blue Cross and Blue Shield and that no person, entity, or organization other than Blue Cross and Blue Shield shall be held accountable or liable to you for any of our obligations to you created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield other than those obligations created under other provisions of this Policy.

### **PHYSICAL EXAMINATION AND AUTOPSY**

Blue Cross and Blue Shield shall, at its own expense, have the right and opportunity to examine the person of an Enrollee when and as often as it may reasonably require during the pendency of a Claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **PROHIBITION AGAINST SUBSTITUTION**

Blue Cross and Blue Shield cannot require you to substitute your Primary Care Physician during any Inpatient Hospital stay, such as with a hospitalist Physician who is licensed to practice medicine in all its branches without the authorization of your Primary Care Physician.

## **MODIFICATION OF COVERAGE**

Blue Cross and Blue Shield may modify your Policy as required or permitted by applicable law, and may modify your Policy at renewal as long as the modification is consistent with applicable state and federal law on a uniform basis. Should Blue Cross and Blue Shield elect to uniformly modify, terminate or discontinue coverage under this Policy, Blue Cross and Blue Shield must provide 90 days advance notice to the Illinois Department of Insurance.

## **MEDICALLY NECESSARY DISPUTE RESOLUTION**

A dispute resolution process must be established in which a Physician, holding the same class of license as your Primary Care Physician, but not affiliated with either your Participating IPA or Participating Medical Group, and is jointly selected by you and/or your Participating IPA or Participating Medical Group in the event of a dispute regarding the medical necessity of a service. Blue Cross and Blue Shield shall be required to provide the services should the reviewing Physician determine services to be medically necessary.

## **INFORMATION AND RECORDS**

You agree that it is your responsibility to insure that any Provider, other Blue Cross and Blue Shield Plan, insurance company, employee benefit association, government body or program, any other person or entity, having knowledge of or records relating to (a) any illness or injury for which a Claim or Claims for benefits are made under this Policy, (b) any medical history which might be pertinent to such illness, injury, Claim or Claims, or (c) any benefits or indemnification on account of such illness or injury or on account of any previous illness or injury which may be pertinent to such Claim or Claims, furnish to Blue Cross and Blue Shield or its agent, and agrees that any such Provider, person, or other entity may furnish to Blue Cross and Blue Shield or its agent, at any time upon its request, any and all information and records (including copies of records) relating to such illness, injury, Claim or Claims. In addition, Blue Cross and Blue Shield may furnish similar information and records (or copies of records) to Providers, other Blue Cross and Blue Shield Plans, insurance companies, governmental bodies or programs, or other entities providing insurance-type benefits requesting the same. It is also your responsibility to furnish Blue Cross and Blue Shield information regarding you or your dependents becoming eligible for Medicare, termination of Medicare eligibility, or any change in Medicare eligibility status, in order that Blue Cross and Blue Shield be able to make Claim Payments in accordance with MSP laws.

## **QUALIFIED HEALTH PLAN ACTUARIAL VALUE**

The use of a metallic name, such as Platinum, Gold, Silver or Bronze, or other statements with respect to a health benefit plan's actuarial value, is not an indicator of the actual amount of expenses that a particular person will be responsible to pay out of his/her own pocket. A person's out-of-pocket expenses will vary depending on many factors, such as the particular health care services, health care Providers and particular benefit plan chosen. Please note that metallic names reflect only an approximation of the actuarial value of a particular benefit plan.

## **MEMBER DATA SHARING**

You may, under certain circumstances, as specified below, apply for and obtain, subject to any applicable terms and conditions, replacement coverage. The replacement coverage will be that which is offered by Blue Cross and Blue Shield of Illinois, a division of Health Care Service Corporation, or, if you do not reside in the Blue Cross and Blue Shield of Illinois service area, by the Host Blues whose service area covers the geographic area in which you reside. As part of the overall plan of benefits that Blue Cross and Blue Shield of Illinois offers to you, if you do not reside in the Blue Cross and Blue Shield of Illinois service area, Blue Cross and Blue Shield of Illinois may facilitate your right to apply for and obtain such replacement coverage, subject to applicable eligibility requirements, from the Host Blue in which you reside. To do this we may (1) communicate directly with you and/or (2) provide the Host Blues whose service area covers the geographic area in which you reside, with your personal information and may also provide other general information relating to your coverage under this Policy you have with Blue Cross and Blue Shield of Illinois to the extent reasonably necessary to enable the relevant Host Blues to offer you coverage continuity through replacement coverage.

## **OVERPAYMENT**

If the Plan pays benefits for eligible expenses incurred by you or your dependents and it is found that the payment was more than it should have been, or was made in error ("Overpayment"), the Plan has the right to a refund from: (i) the person to, or for whom, such benefits were paid, or (ii) any other insurance company or plan, or (iii) any other entity or organization.

If no refund is received, the Plan may deduct any refund due to it from:

1. Any future benefit payment owed to anyone under this Policy, whether for the same or a different member; or,
2. Any future benefit payment owed to anyone under another Plan administered ASO benefit program; or,
3. Any future benefit payment owed to anyone under another Plan insured group benefit plan or individual policy; or,
4. Any future payment, or other payment, owed to any person or entity; or
5. Any future payment owed to one or more participating Providers or non-participating Providers.

Further, the Plan has the right to reduce your benefit plan or policy's payment to a Provider by the amount necessary to recover another Plan's or policy's Overpayment to the same Provider and to remit the recovered amount to the other Plan or policy.

## DEFINITIONS

Throughout this Policy, many words are used which have a specific meaning when applied to your health care coverage. The definitions of these words are listed below in alphabetical order. These defined words will always be capitalized when used in this Policy.

**Acute Treatment Services**.....means 24-hour medically supervised addiction treatment that provides evaluation and withdrawal management and may include biopsychosocial assessment, individual and group counseling, psychoeducational groups, and discharge planning.

**Advanced Premium Tax Credit**.....means a Premium Tax Credit that has been received by an Enrollee in advance.

**Ambulatory Surgical Facility**.....means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services, when operating within the scope of such license.

**Approved Clinical Trial**.....means a phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other Life-Threatening Disease Or Condition and is one of the following:

1. A federally funded or approved trial,
2. A clinical trial conducted under an FDA investigational new drug application, or
3. A drug trial that is exempt from the requirement of an FDA investigational new drug application.

**Autism Spectrum Disorder(s)**.....means pervasive developmental disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including Asperger's disorder and pervasive developmental disorders not otherwise specified.

**Average Discount Percentage ("ADP")**.....means a percentage discount determined by Blue Cross and Blue Shield that will be applied to a Provider's Charge for Covered Services rendered to you by Hospitals and certain other health care facilities for purposes of calculating Coinsurance amounts, deductibles, out-of-pocket maximums and/or any benefit maximums. The ADP will often vary from Claim-to-Claim. The ADP applicable to a particular Claim for Covered Services is the ADP, current on the date the Covered Service is rendered, that is determined by Blue Cross and Blue Shield to be relevant to the particular Claim. The ADP reflects Blue Cross and Blue Shield's reasonable estimate of average payments, discounts and/or other allowances that will result from its contracts with Hospitals and other facilities under circumstances similar to those involved in the particular Claim, reduced by an amount not to exceed 15% of such estimate, to reflect related costs. (See provisions of this Policy regarding "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers") In determining the ADP applicable to a particular Claim, Blue Cross and Blue Shield will take into account differences among Hospitals and other facilities, Blue Cross and Blue Shield contracts with Hospitals and other facilities, the nature of the Covered Services involved and other relevant factors.

**Behavioral Health Practitioner**.....means a Physician or professional Provider who is duly licensed to render services for the treatment of Mental Illness or Substance Use Disorder Treatment.

**Benefit Period**.....means the period beginning on the Coverage Date and ending on the Termination Date, except for the Pediatric Vision Care Benefit Period, which is defined in the *Pediatric Vision Care* section of this Policy.

**Certified Clinical Nurse Specialist**.....means a nurse specialist who (a) is licensed under the Nursing and Advanced Practice Nursing Act; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

1. Is a graduate of an approved school of nursing and holds a current license as a registered nurse (and is operating within the scope of such license); and
2. Is a graduate of an advanced practice nursing program.

**Certified Nurse Midwife**.....means a nurse-midwife who (a) practices according to the standards of the American College of Nurse-Midwives; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

1. Is a graduate of an approved school of nursing and holds a current license as a registered nurse (and is operating within the scope of such license); and
2. Is a graduate of a program of nurse-midwives accredited by the American College of Nurse Midwives or its predecessor.

**Certified Nurse Practitioner**.....means a nurse practitioner who (a) is licensed under the Nursing and Advanced Practice Nursing Act; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

1. Is a graduate of an approved school of nursing and holds a current license as a registered nurse (and is operating within the scope of such license); and
2. Is a graduate of an advanced practice nursing program.

**Certified Registered Nurse Anesthetist (CRNA)**.....means a person who (a) is a graduate of an approved school of nursing and is duly licensed as a registered nurse; (b) is a graduate of an approved program of nurse anesthesia accredited by the Council of Accreditation of Nurse Anesthesia Education Programs/Schools or its predecessors; (c) has been certified by the Council of Certification of Nurse Anesthetists or its predecessors; and (d) is recertified every two years by the Council on Recertification of Nurse Anesthetists (and is operating within the scope of such license).

**Chemotherapy**.....means the treatment of malignant conditions by pharmaceutical and/or biological anti-neoplastic drugs.

**Chiropractor**.....means a duly licensed chiropractor.

**Civil Union** .....means a legal relationship between two persons, of either the same or opposite sex, established pursuant to or as otherwise recognized by the Illinois Religious Freedom Protection and Civil Union Act.

**Claim**.....means notification in a form acceptable to Blue Cross and Blue Shield that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished (including appropriate codes), the date of service, the diagnosis (including appropriate codes), the Claim Charge, and any other information which Blue Cross and Blue Shield may request in connection with services rendered to you.

**Claim Charge**.....means the amount which appears on a Claim as the Provider's or supplier's charge for goods or services furnished to you, without adjustment or reduction and regardless of any separate financial arrangement between Blue Cross and Blue Shield and a particular Provider or supplier. (See provisions of this Policy regarding "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers")

**Claim Payment**.....means the benefit payment calculated by Blue Cross and Blue Shield, after submission of a Claim, in accordance with the benefits described in this Policy. All Claim Payments will be calculated on the basis of the Provider's Charge for Covered Services rendered to you, regardless of any separate financial arrangement between Blue Cross and Blue Shield and a particular Provider. (See provisions of this Policy regarding "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers.")

**Clinical Appeal**.....means an appeal related to health care services, including, but not limited to, procedures or treatments ordered by a health care Provider that do not meet the definition of an Urgent/Expedited Clinical Appeal.

**Clinical Stabilization Services**.....means 24-hour treatment, usually following Acute Treatment Services for Substance Use Disorder, which may include intensive education and counseling regarding the nature of addiction and its consequences, relapse prevention, outreach to families and significant others of the member, and aftercare planning for individuals beginning to engage in recovery from addiction.

**COBRA**.....means those sections of the Consolidated Omnibus Budget Reconciliation Act of 1985 P.L. 99-272, as amended which regulate the conditions and manner under which an employer can offer continuation of group health insurance to employees and their family members whose coverage would otherwise terminate under the terms of this Policy.

**Coinsurance**.....means a Copayment that is a percentage of an eligible expense that you are required to pay towards a Covered Service.

**Coordinated Home Care Program**.....means an organized skilled patient care program in which care is provided in the home. Care may be provided by a Hospital's licensed home health department or by other licensed home health agencies. You must be homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and you must require Skilled Nursing Service on an intermittent basis under the direction of your Physician. This program includes Skilled Nursing Service by a registered professional nurse, the services of physical, occupational and speech therapists, Hospital laboratories and necessary medical supplies. The program does not include and is not intended to provide benefits for Private Duty Nursing Service. It also does not cover services for activities of daily living (personal hygiene, cleaning, cooking, etc.)

**Congenital or Genetic Disorder**.....means a disorder that includes, but is not limited to, hereditary disorders. Congenital or Genetic Disorders may also include, but are not limited to, Autism or an Autism Spectrum Disorder, cerebral palsy, and other disorders resulting from early childhood illness, trauma or injury.

**Continuous Ambulatory Peritoneal Dialysis Treatment**.....means a continuous dialysis process using a patient's peritoneal membrane as a dialyzer.

**Copayment**.....means a specified dollar amount or Coinsurance that you are required to pay towards a Covered Service.

**Cost-Sharing Reductions**.....means reductions in cost sharing for an eligible individual enrolled in a silver level plan in the Exchange or for an individual who is an American Indian/Alaskan Native enrolled in a QHP in the Exchange as described under section 1402 of the Affordable Care Act and 45 C.F.R. § 155.20. Cost-Sharing Reductions are discounts that lower the amount you have to pay out-of-pocket for deductibles, Coinsurance, and Copayments. They also lower your out-of-pocket maximum. The federal government determines if you are eligible for these savings. The federal government also funds the Cost-Sharing Reductions under your Policy.

**Coverage Date**.....means the date on which your coverage under this Policy begins.

**Covered Service**.....means a service or supply specified in this Policy for which benefits will be provided.

**Custodial Care Service**.....means any service primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of your condition. Custodial Care Services also means those services which do not require the technical skills or professional training and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel, are to assist with routine medical needs (e.g. simple care and dressings, administration of routine medications etc.) and are to assist with activities of daily living, (e.g. bathing, eating, dressing, etc.).

**Dentist**.....means a duly licensed dentist.

**Diagnostic Service**.....means tests performed to diagnose your condition because of your symptoms or to determine the progress of your illness or injury. Examples of these types of tests are x-rays, pathology services, clinical laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests, electromyograms, computerized tomography ("CT scans"), magnetic resonance imaging ("MRI") and positron emission tomography ("PET scans").

**Dialysis Facility**.....means a facility (other than a Hospital) whose primary function is the treatment and/or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.

**Domestic Partner**.....means a person with whom you have entered into a Domestic Partnership.

**Domestic Partnership**.....means a long-term committed relationship of indefinite duration with a person which meets the following criteria:

1. You and your Domestic Partner have lived together for at least six months;
2. Neither you nor your Domestic Partner is married to anyone else or has another Domestic Partner;
3. Both you and your Domestic Partner are at least 18 years of age and mentally competent to consent to contract;
4. You and your Domestic Partner reside together and intend to do so indefinitely;
5. You and your Domestic Partner have an exclusive mutual commitment similar to marriage; and
6. You and your Domestic Partner are jointly responsible for each other's common welfare and share financial obligations.

**Early Acquired Disorder**.....means a disorder resulting from illness, trauma, injury, or some other event or condition suffered by a child developing functional life skills such as, but not limited to, walking, talking, or self-help skills. Early Acquired Disorder may include, but is not limited to, Autism or an Autism Spectrum Disorder and cerebral palsy.

**Electroconvulsive Therapy**.....means a medical procedure in which a brief application of an electric stimulus is used to produce a generalized seizure.

**Eligible Charge**.....in the case of a Provider, other than a Physician, which has a written agreement with the Plan or another Blue Cross and/or Blue Shield Plan to provide care to participants in the health care plan, or is designated as a

participating Provider by any Blue Cross and/or Blue Shield Plan, at the time Covered Services are rendered, such Provider's Claim Charge for Covered Services.

In addition to the foregoing, the Eligible Charge will be subject in all respects to the Plan's Claim Payment rules, edits and methodologies regardless of the Provider's status as a participating Provider or non-participating Provider. Please refer to "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers" provision in the *Other Things You Should Know* section of this Policy.

**Emergency Medical Condition**.....means a medical condition manifesting itself by acute symptoms of sufficient severity regardless of the final diagnosis given such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part,
4. Inadequately controlled pain; or
5. With respect to a pregnant woman who is having contractions:
  - a. Inadequate time to complete a safe transfer to another hospital before delivery; or
  - b. A transfer to another hospital may pose a threat to the health or safety of the woman or unborn child.

Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains.

**Emergency Mental Illness or Substance use Disorder Admission**.....means an admission for the treatment of Mental Illness or Substance Use Disorders as a result of the sudden and unexpected onset of a Mental Illness or Substance Use Disorders condition such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that in the absence of immediate medical treatment would likely result in serious and permanent medical consequences to oneself or others.

**Emergency Services**.....means, with respect to an Enrollee of a health care Plan, transportation services, including but not limited to ambulance services, and covered Inpatient and Outpatient Hospital services furnished by a Provider qualified to furnish those services that are needed to evaluate or stabilize an Emergency Condition.

**Enrollee**.....means the person who has applied for coverage under this Policy and to whom Blue Cross and Blue Shield has issued an identification card.

**Enrollment Date**.....means the first day of coverage under your health plan or, if you have a waiting period prior to the effective date of your coverage, the first day of the waiting period.

**Exchange or Marketplace**.....means a governmental agency or non-profit entity that meets the applicable Exchange standards, and other related standards established under applicable law, and makes Qualified Health Plan (QHPs) available to qualified individuals and qualified employers (as these terms are defined by applicable law). Unless otherwise identified, the term "Exchange" refers to State Exchanges, regional Exchanges subsidiary Exchanges, and/or a Federally- facilitated Exchange on which Blue Cross and Blue Shield of Illinois offers this QHP. For additional information about the rules and responsibilities of the Exchange, please read the provision entitled "Agency Relationships" in the *Other Things You Should Know* section of this Policy.

**Experimental/Investigational (also referred to as "Investigational")**.....means the use of any treatment, procedure, facility, equipment, drug, device, or supply not accepted as "Standard Medical Treatment" of the condition being treated or any of such items requiring federal or other governmental agency approval not granted at the time services were provided. Approval by a federal agency means that the treatment, procedure, facility, equipment, drug, device, or supply has been approved for the condition being treated and, in the case of a drug, in the dosage used on the patient.

As used herein, medical treatment includes medical, surgical, or dental treatment.

**Standard Medical Treatment**.....means the services or supplies that are in general use in the medical community in the United States, and;

1. Have been demonstrated in peer reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;



2. Are appropriate for the Hospital or facility in which they were performed; and
3. The Physician or other professional Provider has had the appropriate training and experience to provide the treatment or procedure.

Approval by a governmental or regulatory agency will be taken into consideration by the plan in assessing Experimental/Investigational status of a drug, device, biological product, supply and equipment for medical treatment or procedure but will not be determinative.

**Family Coverage**.....means that your application for coverage was for yourself and other eligible members of your family.

**Freestanding Facility**.....means an Outpatient services facility that is not covered under a Hospital's written agreement with Blue Cross and Blue Shield and has its own billing number and written agreement with Blue Cross and Blue Shield to provide services to participants in the benefit program at the time services are rendered. Freestanding Facilities may also be referred to as Outpatient Freestanding Facilities.

**Formulary Drug**.....means either a brand name prescription drug that has been designated as a preferred drug by Blue Cross and Blue Shield or any generic prescription drug. The listing of drugs designated as being Formulary Drugs may be amended from time to time by Blue Cross and Blue Shield.

**Habilitative Services**.....means Occupational Therapy, Physical Therapy, Speech Therapy and other health care services that help an eligible person keep, learn, or improve skills and functioning for daily living, as prescribed by your Physician pursuant to a treatment plan. Examples include Therapy for a child who isn't walking or talking at the expected age and includes therapy to enhance the ability of a child to function with a Congenital, Genetic or Early Acquired Disorder. These services may include Physical Therapy and Occupational Therapy, speech-language pathology, and other services for an eligible person with disabilities in a variety of Inpatient and/or Outpatient settings, with coverage as described in this Policy.

**Hearing Aid**.....means any wearable non-disposable, non-experimental instrument or device designed to aid or compensate for impaired human hearing and any parts, attachments, or accessories for the instrument or device, including an ear mold.

**Hearing Care Professional**.....means a person who is a licensed Hearing Aid dispenser, licensed audiologist, or licensed physician operating within the scope of such license.

**Hospice Care Program**.....means a centrally administered program designed to provide physical, psychological, social and spiritual care for terminally ill persons and their families. The goal of hospice care is to allow the dying process to proceed with a minimum of patient discomfort while maintaining dignity and a quality of life. Hospice Care Program service is available in the home, or in Inpatient Hospital or Skilled Nursing Facility special hospice care unit.

**Hospice Care Program Provider**.....means an organization duly licensed to provide Hospice Care Program service.

**Hospital**.....means a facility which is a duly licensed institution for the care of the sick which provides services under the care of a Physician including the regular provision of bedside nursing by registered nurses and which is either accredited by the Joint Commission on Accreditation of Hospitals or certified by the Social Security Administration as eligible for participation under Title XVIII, Health Insurance for the Aged and Disabled.

**In Home Health Assessment**.....means Covered Services including, but not limited to, health and blood pressure and blood sugar level screening. The assessment is designed to provide you with information regarding your health that can be discussed with your Primary Care Physician or Woman's Principal Health Care Provider.

**Individual Coverage**.....means that your application for coverage was only for yourself.

**Infusion Therapy**.....means the administration of medication through a needle or catheter. It is prescribed when your condition is so severe that it cannot be treated effectively by oral medications. Typically, "Infusion Therapy" means that a drug is administered intravenously, but the term also may refer to situations where drugs are provided through other non-oral routes, such as intramuscular injections and epidural routes (into the membranes surrounding the spinal cord). Infusion Therapy, in most cases, requires health care professional services for the safe and effective administration of the medication.

**Inpatient**.....means that you are a registered bed patient and are treated as such in a health care facility.

**Intensive Outpatient Program**.....means this is a Hospital-based program that provides services for at least 3 hours per day, 2 or more days per week, to treat Mental Illness or Substance Use Disorder or specializes in the treatment of co-occurring Mental Illness and Substance Use Disorder. Requirements: Blue Cross and Blue Shield requires that any Mental Illness and/or Substance Use Disorder Intensive Outpatient Program must be licensed in the state where it is located, or

accredited by a national organization that is recognized by your Participating IPA or Participating Medical Group as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

**Life-Threatening Disease or Condition**.....means for the purposes of a clinical trial, any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Long-Term Antibiotic Therapy**.....means the administration of oral, intramuscular, or intravenous antibiotics singly or in combination for periods of time in excess of 4 weeks.

**Long Term Care Services**.....means those social services, personal care services and/or Custodial Care Services needed by you when you have lost some capacity for self-care because of a chronic illness, injury or condition.

**Maintenance Care**.....means those services administered to you to maintain a level of function at which no demonstrable and/or measurable improvement of a condition will occur.

**Maintenance Occupational Therapy, Maintenance Physical Therapy, and/or Maintenance Speech Therapy**.....means therapy administered to you to maintain a level of function at which no demonstrable and/or measurable improvement of a condition will occur.

**Marriage and Family Therapist**.....means a duly licensed marriage and family therapist within the scope of such license.

**Medical Care**.....means the ordinary and usual professional services rendered by a Physician, Behavioral Health Practitioner, or other specified Provider during a professional visit, for the treatment of an illness or injury.

**Medicare**.....means the program established by Title XVIII of the Social Security Act (42 U.S.C. §1395 et seq.).

**Medicare Secondary Payer or MSP**.....means those provisions of the Social Security Act set forth in 42 U.S.C. §1395 y (b), and the implementing regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which certain employers may offer group health care coverage to Medicare-eligible employees, their spouses and, in some cases, dependent children.

**Mental Illness**.....means a condition or disorder that involves a mental health condition or Substance Use Disorder that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the current edition of the International Classification of Disease or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders or any mental health condition that occurs during pregnancy or during the postpartum period, including but not limited to, postpartum depression.

**Naprapath**.....means a duly licensed naprapath.

**Naprapathic Services**.....means the performance of naprapathic practice by a Naprapath which may legally be rendered by them.

**Network Service Area**.....means the geographic area designated by Blue Cross and Blue Shield of Illinois, within which the Benefits of this Plan are available to Members. This Plan accepts Members if they reside, live or work in the geographic Network Service Area. In addition, routine non-Emergency services are generally limited to Providers within the service area. A Member may call the Customer Service Department at the number shown on the Identification Card or visit the website at [www.bcbsil.com](http://www.bcbsil.com) to determine if he or she is in the Network Service Area.

**Non-Clinical Appeal**.....means an appeal of non-clinical issues, such as appeals pertaining to benefits and administrative procedures.

**Occupational Therapy**.....means a constructive therapeutic activity designed and adapted to promote the restoration of useful physical function.

**Ongoing Course of Treatment**.....see provision for "Continuity of Care"

**Optometrist**.....means a duly licensed optometrist.

**Outpatient**.....means that you are receiving treatment while not an Inpatient.

**Partial Hospitalization Treatment Program**.....means a Hospital's planned therapeutic treatment program, which has been approved by your Participating IPA or Participating Medical Group or Substance Use Disorder Treatment Facility for the treatment of Mental Illness or Substance Use Disorder Treatment, in which patients Treatment in which patients spend days. This behavioral healthcare is typically 5 to 8 hours per day, 5 days per week (not less than 20 hours of treatment services per week). The program is staffed similarly to the day shift of an inpatient unit, i.e. medically supervised by a Physician and nurse. The program shall ensure a psychiatrist sees the patient face to face at least once a week and is otherwise available, in person or by telephone, to provide assistance and direction to the program as needed. Participants

at this level of care do not require 24 hour supervision and are not considered a resident at the program. Requirements: Blue Cross and Blue Shield requires that any Mental Illness and/or Substance Use Disorder Partial Hospitalization Treatment Program must be licensed in the state where it is located, or accredited by a national organization that is recognized by your Participating IPA or Participating Medical Group as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

**Participating IPA**.....means any duly organized Individual Practice Association of Physicians which has a contract or agreement with Blue Cross and Blue Shield to provide professional and ancillary services to persons enrolled under this benefit program.

**Participating Medical Group**.....means any duly organized group of Physicians which has a contract or agreement with Blue Cross and Blue Shield to provide professional and ancillary services to persons enrolled under this benefit program.

**Permitted Cost Sharing Payments**.....means cost sharing payments from: (1) the member; (2) the member's family; (3) Required Entities (the entities the law requires Blue Cross and Blue Shield to accept cost-sharing payments for this Policy from, which as of the Coverage Date currently are Ryan White HIV/AIDS programs, under the XXVI on the Public Health Service Act. Indian Tribes, tribal organizations and urban Indian organizations; and State and Federal programs, as described in 45 C.F.R. " 156. 1250); (4) private non-profit foundations that make cost-sharing assistance available to the member: (a) for the entire coverage period of the member's policy, (b) based solely on financial criteria (c) regardless of the member's health status, and (d) regardless of which insurance issuer and/or benefit plan the applicant chooses; or as otherwise required by law. Blue Cross and Blue Shield does not accept cost-sharing payments from any other third party, which are referred to in this Policy as "Prohibited Third Party Cost Sharing Payments."

**Permitted Premium Payments**.....means premium payments from: (1) the member; (2) the member's family; (3) Required Entities (the entities the law requires Blue Cross and Blue Shield to accept premium payments for this Policy from, which as of the Coverage Date currently are Ryan White HIV/AIDS programs, under title XXVI of the Public Health Service Act, Indian tribes, tribal organizations and urban Indian organizations; and State and Federal programs, as described in 45 C.F.R. " 156. 1250); and (4) private nonprofit foundations that make premium assistance available to the member: (a) for the entire coverage period of the member's policy, (b) based solely on financial criteria (c) regardless of the member's health status, and (d) regardless of which insurance issuer and/or benefit plan the applicant chooses. Blue Cross and Blue Shield does not accept premium payments from any other third party, which are referred to in this Policy as "Prohibited Third Party Premium Payments."

**Pharmacy**.....means a state and federally licensed establishment where the practice of pharmacy occurs, that is physically separate and apart from a Provider's office and where Legend Drugs and devices are dispensed under Prescription Orders to the general public by a pharmacist licensed to dispense such drugs and devices under the laws of the state in which he practices.

**Physical Therapy**.....means the treatment by physical means by or under the supervision of a qualified physical therapist.

**Physician**.....means a physician duly licensed to practice medicine in all of its branches.

**Physician Assistant**.....means a duly licensed physician assistant performing under the direct supervision of a Physician.

**Podiatrist**.....means a duly licensed podiatrist.

**Policy**.....means the agreement between Blue Cross and Blue Shield and you, including this booklet, the Schedule Page, any addenda or riders that apply, the Exchange application and the individual applications, if any, of the persons covered under this Policy.

**Prescription Drug Provider**.....means any Pharmacy which regularly dispenses drugs.

**Participating Prescription Drug Provider**.....means a Preferred or Non-Preferred Pharmacy, including, but not limited to, an independent retail Pharmacy, chain of retail Pharmacies, home delivery Pharmacy or specialty drug Pharmacy that has a written agreement with the Plan, or with the entity chosen by the Plan to administer its prescription drug program, to provide Covered Services at the time rendered.

**Non-Participating Prescription Drug Provider**.....means a Pharmacy, including, but not limited to, an independent retail Pharmacy, chain of retail Pharmacies, home delivery Pharmacy or specialty drug Pharmacy which (i) has not entered into a written agreement with the Plan or (ii) has not entered into a written agreement with any entity chosen by the Plan to administer its prescription drug program, for such Pharmacy to provide pharmaceutical services at the time Covered Services are rendered.

**Primary Care Physician (PCP)**.....means a Provider who is a member or employee of or who is affiliated with or engaged by a Participating IPA or Participating Medical Group and who is a) a Physician who spends a majority of clinical time

engaged in general practice or in the practice of internal medicine, pediatrics, gynecology, obstetrics, psychiatry or family practice, or b) a Chiropractor, and who you have selected to be primarily responsible for assessing, treating or coordinating your health care needs.

**Private Duty Nursing Service**.....means Skilled Nursing Service provided on a one-to-one basis by an actively practicing registered nurse or licensed practical nurse. Private Duty Nursing Service does not include Custodial Care Service.

**Prohibited Third Party Cost Sharing Payments**.....See definition of Permitted Cost Sharing Payments.

**Prohibited Third Party Premium Payments**.....See definition of Permitted Premium Payments.

**Provider**.....means any health care facility (for example, a Hospital or Skilled Nursing Facility) or person (for example, a Physician or Dentist) duly licensed to render Covered Services to you.

**Provider's Charge**.....means a) in the case your Primary Care Physician or another Physician who is affiliated with your Participating IPA/Participating Medical Group, the amount that such Physician would have charged for a good or service had you not been enrolled under this benefit program or b) in the case of a Provider or supplier which is not affiliated with your Participating IPA/Participating Medical Group, such Provider's or supplier's Claim Charge for Covered Services, unless otherwise agreed to by Blue Cross and Blue Shield and the Provider or supplier.

**Psychologist**.....means:

1. A Clinical Psychologist who is registered with the Illinois Department of Professional Regulation pursuant to the Illinois "Psychologist Registration Act" (111 Ill. Rev. Stat. § 5301 et seq., as amended or substituted); or
  - a. In a state where statutory licensure exists, a Clinical Psychologist who holds a valid credential for such practice; or
  - b. If practicing in a state where statutory licensure does not exist, a psychologist who specializes in the evaluation and treatment of Mental Illness and Substance Use Disorder and who meets the following qualifications:
2. Has a doctoral degree from a regionally accredited University, College or Professional School and has two years of supervised experience in health services of which at least one year is postdoctoral and one year in an organized health services program; or
3. Is a Registered Clinical Psychologist with a graduate degree from a regionally accredited University or College and has not less than six years' experience as a psychologist with at least two years of supervised experience in health services.

**Qualified Health Plan or QHP**.....means a health care benefit program that has in effect a certification that it meets the applicable government standards.

**Qualified Health Plan Issuer or QHP Issuer**.....means a health insurance issuer that offers a QHP.

**Qualified Individual**.....means an individual who has been determined eligible to enroll in this Policy.

**Radiation Therapy**.....means the use of ionizing radiation in the treatment of a medical illness or condition.

**Rescission**.....has the meaning set forth in the "Rescission of Coverage" provision of this Policy.

**Renal Dialysis Treatment**.....means one unit of service including the equipment, supplies and administrative service which are customarily considered as necessary to perform the dialysis process.

**Residential Treatment Center**.....means a facility setting offering a defined course of therapeutic intervention and special programming in a controlled environment which also offers a degree of security, supervision, structure and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, supervised living, group homes, wilderness programs, boarding houses or other facilities that provide primarily a supportive environment and address long-term social needs, even if counseling is provided in such facilities. Patients are medically monitored with 24-hour medical availability and 24-hour onsite nursing service for patients with Mental Illness and/or Substance Use Disorders. Blue Cross and Blue Shield requires that any Mental Illness and/or Substance Use Disorder Residential Treatment Center must be licensed in the state where it is located, or accredited by a national organization that is recognized by Blue Cross and Blue Shield as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

**Respite Care Services**.....means those services provided at home or in a facility to temporarily relieve the family or other caregivers (non-professional personnel) that usually provide or are able to provide such services for you.

**Routine Patient Costs**.....means the cost for all items and services consistent with the coverage provided under this Policy that is typically covered for an Enrollee who is not enrolled in a clinical trial.

Routine Patient Costs do not include:

1. The investigational item, device or service, itself;
2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

**Skilled Nursing Facility**.....means an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled services and rehabilitative Inpatient care and is duly licensed by the appropriate governmental authority to provide such services.

**Skilled Nursing Service**.....means those services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) which require the clinical skills and professional training of an R.N. or L.P.N. and which cannot reasonably be taught to a person who does not have specialized skill and professional training. Benefits for Skilled Nursing Service will not be provided due to the lack of willing or available non-professional personnel. Skilled Nursing Service does not include Custodial Care Service.

**Specialist Physician**.....means a Provider with a contractual relationship or affiliation with the Participating IPA/Participating Medical Group who does not meet the definition of a Primary Care Physician, Woman's Principal Health Care Provider, or Behavioral Health Practitioner.

**Speech Therapy**.....means treatment for the correction of a speech impairment, including pervasive developmental disorders.

**Standing Referral**.....means a written referral from your Primary Care Physician or Woman's Principal Health Care Provider for an Ongoing Course of Treatment pursuant to a treatment plan specifying needed services and time frames as determined by your Primary Care Physician or Woman's Principal Health Care Provider, the consulting Physician or Provider and Blue Cross and Blue Shield.

**Substance Use Disorder**.....means a condition or disorder that falls under any of the substance use disorder diagnostic categories listed in the mental and behavioral disorders chapter of the current edition of the International Classification of Disease or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders.

**Substance Use Disorder Treatment**.....means an organized, intensive, structured, rehabilitative treatment program of either a Hospital or Substance Use Disorder Treatment Facility which may include, but is not limited to, Acute Treatment Services and Clinical Stabilization Services. It does not include programs consisting primarily of counseling by individuals (other than a Behavioral Health Practitioner), court-ordered evaluations, programs which are primarily for diagnostic evaluations, mental retardation or learning disabilities, care in lieu of detention or correctional placement or family retreats.

**Substance Use Disorder Treatment Facility**.....means a facility (other than a Hospital) whose primary function is the treatment of Substance Use Disorder and which is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, boarding houses or other facilities that provide primarily a supportive environment, even if counseling is provided in such facilities.

**Surgery**.....means the performance of any medically recognized, non-Investigational surgical procedure including specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by Blue Cross and Blue Shield.

**Telehealth Services**.....means a health service delivered by a health professional licensed, certified, or otherwise entitled to practice in Illinois and acting within the scope of the health professional's license, certification, or entitlement to a patient in a different physical location than the health professional using telecommunications or information technology.

**Temporomandibular Joint Dysfunction and Related Disorders**....means jaw joint conditions including temporomandibular joint disorders and craniomandibular disorders, and all other conditions of the joint linking the jaw bone and skull and the complex of muscles, nerves and other tissues relating to that joint.

**Tick-Borne Disease**.....means a disease caused when an infected tick bites a person and the tick's saliva transmits an infectious agent (bacteria, viruses, or parasites) that can cause illness, including, but not limited to, the following:

1. A severe infection with borrelia burgdorferi;
2. A late stage, persistent, or chronic infection or complications related to such an infection;

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3. An infection with other strains of borrelia or a tick-borne disease that is recognized by the United States Centers for Disease Control and Prevention; and
4. With the presence of signs or symptoms compatible with acute infection of borrelia or other Tick-Borne Diseases.

**Tobacco Use Cessation Program**.....means a program recommended by a Physician that follows evidence-based treatment, such as outlined in the United States Public Health Service guidelines to tobacco use cessation. "Tobacco Use Cessation Program" includes education and medical treatment components designed to assist a person in ceasing the use of tobacco products. "Tobacco Use Cessation Program" includes education and counseling by Physicians or associated medical personnel and all FDA-approved medications for the treatment of tobacco dependence irrespective of whether they are available only over the counter, only by prescription, or both over the counter and by prescription. In addition, Blue Cross and Blue Shield will communicate with you on an annual basis the importance and value of early detection and proactive management of cardiovascular disease.

**Tobacco User**.....means a person who is permitted under state and federal law to legally use tobacco, with tobacco use (other than religious or ceremonial use of tobacco), occurring on average four or more times per week that last occurred within the past six months (or such other meaning required or permitted by applicable law). Tobacco includes, but is not limited to, cigarettes, cigars, pipe tobacco, smokeless tobacco, snuff, etc. For additional information, please call the number on the back of your identification card or visit Blue Cross and Blue Shield's website at [www.bcbsil.com](http://www.bcbsil.com).

**Totally Disabled**.....means, with respect to an eligible person, an inability by reason of illness, injury or physical condition to perform the material duties of any occupation for which the eligible person is or becomes qualified by reason of experience, education or training or with respect to an Enrollee other than an eligible person, the inability by reason of illness, injury or physical condition to engage in the normal activities of a similarly situated person who is in good health.

**Transplant Lodging Eligible Expense**.....means the amount of \$50 per person per day reimbursed for lodging expenses related to a covered transplant.

**Urgent/Expedited Clinical Appeal**.....means an appeal of a clinically urgent nature that relates to health care services, including, but not limited to, procedures or treatments ordered by a health care provider that, if a decision is denied, may significantly increase the risk to your health.

**Woman's Principal Health Care Provider (WPHCP)**.....means a physician licensed to practice medicine in all of its branches, specializing in obstetrics or gynecology or specializing in family practice.

NOTICE OF PROTECTION PROVIDED BY  
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
    - \$300,000 for death benefits
    - \$100,000 for cash surrender or withdrawal values
  - Health Insurance
    - \$500,000 for health benefit plans\*
    - \$300,000 for disability insurance benefits
    - \$300,000 for long-term care insurance benefits
    - \$100,000 for other types of health insurance benefits
  - Annuities
    - \$250,000 for withdrawal and cash values
- \* The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:

Illinois Life and Health Insurance Guaranty Association  
901 Warrenville Road, Suite 400  
Lisle, Illinois 60532-4324

Illinois Department of Insurance  
4<sup>th</sup> Floor  
320 West Washington Street  
Springfield, Illinois 62767

**Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**

**The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at [DOI.InfoDesk@illinois.gov](mailto:DOI.InfoDesk@illinois.gov).**

(Source: Amended at 43 Ill. Reg. 3290, effective February 25, 2019)





If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص، تساعد أسئلة، فلدبك الحق، في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય અવા કોઈ બીજી વ્યક્તિને અસુબીઅમ કાયકમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago ła'da biká anáníłwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóóti'i' t'áá nííł'e níká a'doolwoł dóo bína'ídiłkidígíí bee níł h odoonih. Ata'dahalne'ígíí bich'í' hodiłłnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



**Health care coverage is important for everyone.**

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator  
300 E. Randolph St.  
35th Floor  
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)  
TTY/TDD: 855-661-6965  
Fax: 855-661-6960  
Email: [CivilRightsCoordinator@hcsc.net](mailto:CivilRightsCoordinator@hcsc.net)

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building 1019  
Washington, DC 20201

Phone: 800-368-1019  
TTY/TDD: 800-537-7697  
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>  
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>



**BlueCross BlueShield of Illinois**

**[www.bcbsil.com](http://www.bcbsil.com)**

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