

# Your Health Care Benefit Program



BlueCross BlueShield of Illinois

**300 East Randolph  
Chicago, IL 60601**

**Or call us at the phone number on the back of your identification card.**



**OUTLINE OF COVERAGE**

1. **READ THE POLICY CAREFULLY.** – This outline of coverage provides a brief description of the important features of the 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 THE POLICY CAREFULLY!**
2. This coverage is designed to provide you with economic incentives for using designated health care providers. It 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,

**MAJOR MEDICAL EXPENSE COVERAGE**

**Blue Choice Preferred Silver PPO 203 <sup>SM</sup>**

**Blue Choice Preferred PPO<sup>SM</sup> Network**

anesthesia services, In-Hospital medical services, and Out-of-Hospital care, subject to any Deductibles, Copayment provisions, or other limitations which may be set forth in the Policy. **Although you can go to the Hospitals and Physicians of your choice, your benefits under the Policy will be greater when you use the services of designated Hospitals and Physicians.**

3. Each benefit period a calendar year Deductible must be satisfied before benefits will begin, except for Preventive Care Services and other Covered Services not subject to a Deductible. Many of the expenses incurred for Covered Services will also be applied towards the calendar year Deductible, but some will not. Refer to the Policy for more information.

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

<b>BASIC PROVISIONS</b>	<b>Blue Choice Preferred Silver PPO 203</b>
	<b>YOUR COST</b>
<b>Individual Deductible</b> Per individual, per calendar year. (If you have Family Coverage, each member of your family must satisfy his/her own individual deductible.)  Not all expenses will apply to this Deductible	Participating Provider <b>\$125</b>
	Non-Participating Provider <b>\$15,000</b>
<b>Family Deductible</b> If you have Family Coverage and	Participating Provider <b>\$375</b>

<p>your family has satisfied the family Deductible amount specified, it will not be necessary for anyone else in your family to meet a calendar year Deductible in the benefit period. That is, for the remainder of that benefit period, no other family members will be required to meet the calendar year Deductible before receiving benefits.</p> <p>Not all expenses will apply to this Deductible</p>	<p>Non-Participating Provider</p> <p><b>\$45,000</b></p>
<p><b>Individual Out-of-Pocket Expense Limit</b></p> <p>Not all costs count towards this limit</p>	<p>Participating Provider</p> <p><b>\$2,600</b></p>
	<p>Non-Participating Provider</p> <p><b>Unlimited</b></p>
<p><b>Family Out-of-Pocket Expense Limit</b></p> <p>Not all costs count towards this limit</p>	<p>Participating Provider</p> <p><b>\$5,200</b></p>
	<p>Non-Participating Provider</p> <p><b>Unlimited</b></p>
<p><b>Inpatient Hospitals Benefits</b> Including, but not limited to Daily bed, board and general nursing care, and ancillary services (i.e., operating rooms, drugs, surgical dressings, and lab work).</p>	
	<b>YOUR COST</b>
<p><b>Inpatient Hospital Covered Services</b></p>	<p>Participating Provider</p> <p>40% of the Eligible Charge</p>
	<p>Non-Participating Provider</p> <p>50% of the Eligible Charge</p>
<p><b>Inpatient Hospital Copayment</b></p>	<p>Participating Provider</p> <p>\$250 per admission</p>
	<p>Non-Participating Provider</p> <p>\$1,500 per admission</p>
<p><b>Outpatient Hospital Benefits</b> Including, but not limited to Surgery, diagnostic services, radiation, therapy, chemotherapy, electroconvulsive therapy, renal dialysis treatments and continuous ambulatory peritoneal dialysis treatment, coordinated home care program, pre-admission testing, partial hospitalization treatment program, autism spectrum disorders, habilitative services, surgical implants, maternity services, and urgent care.</p>	
<p><b>Outpatient Hospital Covered Services</b> (except for surgical sterilization procedures)</p>	<p>Participating Provider</p> <p>40% of the Eligible Charge</p>
	<p>Non-Participating Provider</p> <p>50% of the Eligible Charge</p>
<p><b>Surgical sterilization procedures</b></p>	<p>Participating Provider</p> <p>None</p>
	<p>Non-Participating Provider</p> <p>50% of the Eligible Charge</p>
<p><b>Outpatient Diagnostic X-Ray Services from a Participating Provider</b></p>	<p>Freestanding Facility</p> <p>20% of the Eligible Charge</p>

	Hospital	40% of the Eligible Charge
<b>Outpatient Diagnostic X-Ray Services from a Non-Participating Provider</b>	50% of the Eligible Charge	
<b>Outpatient Laboratory from a Participating Provider</b>	Freestanding Facility	20% of the Eligible Charge
	Hospital Setting	40% of the Eligible Charge
<b>Outpatient Laboratory Services from a Non-Participating Provider</b>	50% of the Eligible Charge	
<b>Outpatient Surgery from a Participating Provider</b>	Freestanding Facility	\$100 per visit, then 20% of the Eligible Charge
	Hospital	\$100 per visit, then 40% of the Eligible Charge
<b>Outpatient Surgery from a Non-Participating Provider</b>	\$1,500 Copayment, then 50% of the Eligible Charge	
<b>Certain Diagnostic Tests from a Participating Provider:</b> Computerized Tomography (CT Scan), Positron Emission Tomography (PET Scan), Magnetic Resonance Imaging (MRI)	Freestanding Facility	20% of the Eligible Charge
	Hospital	40% of the Eligible Charge
<b>Certain Diagnostic Tests from a Non-Participating Provider:</b> Computerized Tomography (CT Scan), Positron Emission Tomography (PET Scan), Magnetic Resonance Imaging (MRI)	50% of the Eligible Charge	
<b>Urgent Care Facility visits from a Participating Provider.</b>	\$15 per visit, no Deductible	
<b>Hospital Emergency Care</b>		
	<b>YOUR COST</b>	
<b>Emergency Accident Care from either a Participating or Non-Participating Provider</b>	40% of the Eligible Charge	
<b>Emergency Medical Care from either a Participating or Non-Participating Provider</b>	40% of the Eligible Charge	

<b>Emergency Room Copayment</b> (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment)	\$500 per occurrence	
<b>Physician Benefits</b> Surgery, anesthesia, assistant surgeon, medical care, treatment of illness, consultations, mammograms, outpatient periodic health examinations, routine pediatric care, diagnostic services, injected medicines, amino acid-based elemental formulas, electroconvulsive therapy, radiation therapy, chemotherapy, cancer medications, outpatient rehabilitative therapy, autism spectrum disorders, habilitative services, rehabilitative services, outpatient respiratory therapy, chiropractic and osteopathic manipulation, hearing screening, diabetes self-management training and education, pediatric vision care, dental accident care, family planning services, outpatient contraceptive services, bone mass measurement and osteoporosis, investigational cancer treatment, infertility treatment, mastectomy related services, maternity services, and urgent care.		
	<b>YOUR COST</b>	
<b>Surgical/Medical Covered Services</b>	Participating Provider	\$50 per visit, then 40% of the Maximum Allowance
	Non-Participating Provider	50% of the Maximum Allowance
<b>Outpatient office visits</b>	Participating Provider	\$10 per visit, no Deductible
	Non-Participating Provider	50% of the Maximum Allowance
<b>Outpatient Specialist office visits</b>	Participating Provider	40% of the Maximum Allowance
	Non-Participating Provider	50% of the Maximum Allowance
<b>Surgical sterilization procedures</b>	Participating Provider	None
	Non-Participating Provider	50% of the Maximum Allowance
<b>Outpatient Mental Illness and Substance Use Disorder Office Visit (Participating Providers)</b>	40% of the Maximum Allowance	
<b>Chiropractic and Osteopathic Manipulation</b>	25 visit maximum per calendar year	
<b>Naprapathic Services</b>	15 visit maximum per calendar year	
<b>Emergency Accident Care from either a Participating or Non-Participating Provider</b>	40% of the Maximum Allowance	

<p><b>Emergency Medical Care from either a Participating or Non-Participating Provider</b></p>	<p>40% of the Maximum Allowance</p>
<p><b>Other (Miscellaneous) Covered Services</b> Blood and blood components; Ambulance Transportation, medical and surgical dressings, supplies, casts and splints, prosthetic devices, orthotic devices and durable medical equipment.</p>	<p>40% of Eligible Charge, Ambulance Transportation Eligible Charge or Maximum Allowance</p>
<p><b>Preventive Care Services from a Participating Provider</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 quantities and within the time period allowed under the 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>	<p>None</p>
<p><b>Preventive Care Services from a Non-Participating Provider</b></p>	<p>50% of the Eligible Charge or Maximum Allowance</p>
<p><b>Virtual Visits</b> Benefits will be provided for Covered Services described in the Policy for the diagnosis and treatment of non-emergency medical and behavioral health injuries or illnesses in situations when a Virtual Provider determines that such diagnosis and treatment can be conducted without an in-person primary care office visit, convenient care, urgent care, emergency room or behavioral health office visit.</p>	<p>\$10 per visit, no Deductible</p>

<b>Outpatient Infusion Therapy Benefits from a Participating Provider</b>	Home, Office or Infusion Suite	\$50 per visit, no Deductible
	Hospital	\$500 per visit, no Deductible
<b>Outpatient Infusion Therapy Benefits from a Non-Participating Provider</b>	50% of the Maximum Allowance	

\*The calendar year Deductible, Copayment amount and out-of-pocket expense limit amounts may be subject to change or increase as permitted by applicable law or regulatory guidance.

## OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFITS

Please refer to the Outpatient Prescription Drug Program Section of your 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 Drug 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 Drug 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.

PREFERRED PARTICIPATING PHARMACY OUTPATIENT PRESCRIPTION DRUG PROGRAM	
Tier 1	\$5 of the Eligible Charge per prescription
Tier 2	\$15 of the Eligible Charge per prescription
Tier 3	30% of the Eligible Charge per prescription
Tier 4	35% of the Eligible Charge per prescription

PARTICIPATING PHARMACY OUTPATIENT PRESCRIPTION DRUG PROGRAM	
Tier 1	\$10 of the Eligible Charge per prescription
Tier 2	\$25 of the Eligible Charge per prescription
Tier 3	35% of the Eligible Charge per prescription
Tier 4	40% of the Eligible Charge per prescription

SPECIALTY PRESCRIPTION DRUG PROGRAM	
Tier 5	45% of the Eligible Charge per prescription
Tier 6	50% of the Eligible Charge per prescription

HOME DELIVERY PRESCRIPTION DRUG PROGRAM	
Tier 1	\$15 of the Eligible Charge per prescription
Tier 2	\$45 of the Eligible Charge per prescription
Tier 3	30% of the Eligible Charge per prescription
Tier 4	35% of the Eligible Charge per prescription

**Certain contraceptive drugs may be available at no cost to you. Please see the Outpatient Prescription Drug Program Benefit Section of the Policy, for additional information.**



**NON-PARTICIPATING PHARMACY— OUTPATIENT PRESCRIPTION DRUG PROGRAM**

\*When Covered Drugs are obtained, including diabetic supplies from a Non-Participating Pharmacy or a non-Preferred Specialty Pharmacy Provider (other than a Participating Pharmacy), benefits will be provided at 50% of the amount that would have been received had the drugs been obtained from a Participating Pharmacy Provider minus the Deductible, if any. If an out-of-pocket expense limit is shown above for Non-Participating Providers, then only the Deductible, if any, Copayment Amount and Coinsurance Amount will apply towards the above out-of-pocket expense limit for Non-Participating Providers. However, no other expenses at such Non-Participating Pharmacy will apply towards the out-of-pocket expense limit.

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

<b>Pediatric Vision Care Services</b>	<b>Participating Covered person Cost or Discount when Covered Services are received from a Participating Vision Provider</b>  (When a fixed-dollar Copayment is due from the covered person, the remainder is payable under the Policy up to the covered charge*)	<b>Non-Participating Allowance when Covered Services are received from a Non-Participating Vision Provider</b>  (Maximum amount payable under the Policy, not to exceed the retail costs)**
<b>Exam</b> (with dilation as necessary; routine eye examinations do not include professional services for contact lenses):	No Copayment	Up to \$30
<b>Frames:</b>		
“Provider-Designated” frame  Frames covered under the 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 the 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. If frames are provided by a Non-Participating Vision Provider, benefits are limited to the amount shown above. Any amount 1) paid to the Non-Participating Vision Provider for the difference in cost of a non-provider-designated frame or 2) that exceeds the maximum amount payable for a Non-Participating Vision Provider supplied frame will not apply to any applicable Deductible, Coinsurance, or out-of-pocket expense limit/out-of-pocket Coinsurance maximum.	No Copayment	Up to \$75
<b>Frequency:</b>  Examination, Lenses or Contact Lenses  Frame		
<b>Standards Plastic, Glass or Polycarbonate Spectacle Lenses:</b>  Single Vision Bifocal Trifocal Lenticular	No Copayment No Copayment No Copayment No Copayment	Up to \$25 Up to \$40 Up to \$55 Up to \$55

Standard Progressive Lens	No Copayment	Up to \$55
<b>Lens Options (add to lens costs above):</b>		
UV Treatment	No Copayment	Up to \$12
Standard Plastic Scratch Coating	No Copayment	Up to \$12
Standard Polycarbonate -	No Copayment	Up to \$32
Photocromatic / Transitions Plastic	No Copayment	Up to \$57
<b>Contact Lenses:</b> (Contact lens allowance includes materials only)	100% coverage for provider-designated contact lenses	
Elective -		
Extended Wear Disposables	Up to 6 months supply of monthly or 2 week disposable, single vision spherical or toric contact lenses	Up to \$150
Daily Wear / Disposable	Up to 3 months supply of daily disposable, single vision spherical contact lenses	Up to \$150
Conventional	1 pair from selection of provider-designated contact lenses	Up to \$150
Medically Necessary contact lenses – Preauthorization is required to be considered for benefits (see details below)		Up to \$210
<p>Contact lenses covered under the Policy are limited to the provider- designated contact lenses. The Participating Vision Provider will inform you of the contact lens selection covered under the Policy. If you select a lens that is not included in the pediatric lens selection covered under the Policy, you are responsible for the difference in cost between the Participating Vision Provider reimbursement amount for covered contact lenses and the retail price of the contact lenses selected. Any amount 1) paid to the Participating Vision Provider for the difference in cost of a non-provider-designated contact lens or 2) that exceeds the maximum amount payable for Non-Participating Vision Provider supplied contact lenses will not apply to any applicable Deductible, Coinsurance, or out-of-pocket expense limit/out-of-pocket limit/out-of-pocket coinsurance maximum.</p>		

Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.

**Value-added features:**

**Laser vision correction:** You will receive a discount for traditional LASIK and custom LASIK from Participating Physicians and contracted laser centers. You must obtain Preauthorization for this service in order to be considered for coverage. Prices/discounts may vary by state and are subject to change without notice.

**Additional Benefits**

**Medically Necessary contact lenses:** 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:

keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, irregular astigmatism.

Medically necessary contact lenses are covered in lieu of other eyewear. Participating providers will obtain the necessary preauthorization for these services.

**Low Vision:** 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.

With prior approval from Blue Cross and Blue Shield of Illinois, covered persons who require low-vision services and optical devices are entitled to the following coverage, with both Participating and Non-Participating Providers:

**Low Vision Evaluation:** One comprehensive evaluation every five years (Non-Participating Allowance of \$300). This examination, sometimes called a functional vision assessment, can determine distance and clarity of vision, the size of readable print, the existence of blind spots or tunnel vision, depth perception, eye-hand coordination, problems perceiving contrast and lighting requirements for optimum vision.

**Low Vision Aid:** Covered for one device per year such as high-power spectacles, magnifiers and telescopes (Non-Participating Allowance of \$600 per device and \$1200 lifetime). These devices are utilized to maximize use of available vision, reduce problems of glare or increase contrast perception, based on the individual's vision goals and lifestyle needs.

**Follow-up care:** Four visits in any five-year period (Non-Participating Allowance of \$100 per visit).

**Warranty:** 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.

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

**\*\* THE PLAN PAYS THE LESSER OF THE ALLOWANCE NOTED OR THE RETAIL COST. RETAIL PRICES VARY BY LOCATION.**

## **EXCLUSIONS AND LIMITATIONS:**

Hospitalization, services and supplies which are not Medically Necessary.

Services or supplies that are not specifically mentioned in the Policy.

Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available 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 domestic or foreign corporation 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 for any services or supplies to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not that payment 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 and supplies for any illness or injury occurring on or after your Coverage Date as a result of war or an act of war.

Services or supplies that do not meet accepted standards of medical and/or dental practice.

Experimental/Investigational Services and Supplies and all related services and supplies, except as may be provided under the Policy for a) Routine Patient Costs associated with Experimental/Investigational cancer treatment, if you are a qualified individual participating in a qualified clinical cancer trial, if those services or supplies would otherwise be covered under the Policy if not provided in connection with a qualified cancer trial program and b) applied behavior analysis used for the treatment of Autism Spectrum Disorder(s).

Custodial Care Service.

Long Term Care Service.

Respite Care Service, except as specifically mentioned under the Hospice Care Program section of the Policy.

Inpatient Private Duty Nursing.

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.).

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

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.

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, specialized equipment, appliances, or ambulatory apparatus, except as specifically mentioned in the Policy.

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

Eyeglasses, contact lenses or cataract lenses and the examinations for prescribing or fitting of glasses or contact lenses or for determining the refractive state of the eye which are not Medically Necessary, except as specifically mentioned in the Policy. This is exclusion is not applicable to children as described in the Policy.

Treatment of flat foot conditions and the prescription of supportive devices for such conditions and the treatment of subluxations of the foot or routine foot care.

Routine foot care, except for persons diagnosed with diabetes.

Immunizations, unless otherwise specified in the Policy.

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

Acupuncture, whether for medical or anesthesia purposes.

Maintenance Care.

Hearing aids, except for bone anchored hearing aids (osseointegrated auditory implants), or examinations for the prescription or fitting of hearing aids, unless otherwise specified in the Policy. This exclusion is not applicable to children as described in the Policy.

Diagnostic Service as part of determination of the refractive errors of the eyes, auditory problems, surveys, case finding, research studies, screening, or similar procedures and studies, or tests which are Experimental/Investigational, unless otherwise specified in the Policy.

Procurement or use of prosthetic devices, special appliances and surgical implants which are for cosmetic purposes, for the comfort and convenience of the patient, or unrelated to the treatment of a disease or injury.

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

Services and supplies rendered or provided for human organ or tissue transplants other than those specifically mentioned in the Policy.

Reversals of vasectomies.

Any drugs and medicines, except as may be provided under Outpatient Prescription Drug Program Benefits, that are:

- Dispensed by a Pharmacy and received by you while covered under the Policy,
- Dispensed in a Provider's office or during confinement in a Hospital or other acute care institution or facility and received by you for use on an Outpatient basis,
- Over-the-counter drugs and medicines; or drugs for which no charge is made,

- Prescription antiseptic or fluoride mouthwashes, mouth rinses or topical oral solutions or preparations.

Abortions including related services and supplies, except when the life of the mother would be endangered if the fetus were carried to term, or when the pregnancy is the result of an act of rape or incest.

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

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

Notwithstanding any provision in the Policy to the contrary, any services and/or supplies provided to you outside the United States, unless you receive Emergency Accident Care or Emergency Medical Care.

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

Services and supplies from more than one Provider on the same day(s) to the extent benefits are duplicated.

Behavioral health services provided at behavioral modification facilities, boot camps, emotional group academies, military schools, therapeutic boarding schools, wilderness programs, halfway houses and group homes, except for Covered Services provided by appropriate Providers as defined in this Policy.

Any of the following applied behavior analysis (ABA) related services;

- Services with a primary diagnosis that is not Autism Spectrum Disorder;
- Services that are facilitated by a Provider that is not properly credentialed. Please see the definition of "Qualified ABA Provider" in the DEFINITIONS SECTION of this Policy;
- Activities primarily of an educational nature;
- Shadow or companion services; or
- Any other services not provided by an appropriately licensed Provider in accordance with nationally accepted treatment standards.

## **GUARANTEEDRENEWABILITY**

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

1. If Blue Cross and Blue Shield ceases to offer a particular type of coverage in the individual market. If this should occur:
  - a. You will receive 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 by Blue Cross and Blue Shield; and
  - c. If Blue Cross and Blue Shield should terminate or refuse to terminate the 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 discontinue 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. If this should occur, you will receive at least 180 days prior written notice, or, if any, permitted by applicable law or regulatory guidance.
3. You no longer reside, live or work in the Blue Cross and Blue Shield's service area.
4. Failure to pay your premium after your grace period, if any. 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.
5. Other reasons described in the Policy.
6. You are no longer eligible for coverage in a QHP offered through the Exchange.
7. This Policy is terminated or is decertified as a QHP.
8. Your coverage has been rescinded as described under the Rescission provision of this Policy.
9. You change from this QHP to another during an annual open enrollment period or special enrollment period.
10. In the event of fraud or 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.
11. Your association membership ceases, if applicable.

**THIS POLICY WILL NOT BE TERMINATED OR BE REFUSED TO BE RENEWED BECAUSE OF THE CONDITION OF YOUR HEALTH.**

**SCHEDULE PAGE**

**Plan Name:** Blue Choice Preferred Silver PPO 203

**Network Name:** Blue Choice Preferred

**Type of Coverage:** Individual

Lifetime Maximum for all Benefits            Unlimited

Individual Calendar Year Deductible  
(not all expenses will apply to the  
Deductible)

- Participating Provider            \$125
  
- Non-Participating Provider        \$15,000

Family Calendar Year Deductible  
(not all expenses will apply to the  
Deductible)

- Participating Provider            \$375
  
- Non-Participating Provider        \$45,000

Individual Out-of-Pocket Expense Limit  
(does not apply to all services)

- Participating Provider            \$2,600
  
- Non-Participating                Unlimited

Family Out-of-Pocket Expense Limit  
(does not apply to all services)

- Participating Provider            \$5,200
  
- Non-Participating Provider        Unlimited





Payment level for Certain Diagnostic Tests:  
Computerized Tomography (CT Scan),  
Positron Emission Tomography (PET  
Scan), Magnetic Resonance Imaging (MRI)

**Participating Provider**

Freestanding Facility	We pay 80% of the Eligible Charge
Hospital	We pay 60% of the Eligible Charge

**Non-Participating Provider:**

We pay 50% of the Eligible Charge

Payment level for Outpatient Laboratory  
Services

**Participating Provider**

Freestanding Facility	We pay 80% of the Eligible Charge
Hospital	We pay 60% of the Eligible Charge

**Non-Participating Provider**

We pay 50% of the Eligible Charge

Hospital Emergency Care

- Payment level for covered  
Emergency Accident Care from  
either a **Participating or Non-  
Participating Provider** We pay 60% of the Eligible Charge
- Payment level for covered  
Emergency Medical Care from  
either a **Participating or Non-  
Participating Provider** We pay 60% of the Eligible Charge

Emergency Room Copayment

You pay \$500 per occurrence (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment)

Payment level for covered urgent care  
received at an Urgent Care facility from a  
**Participating Provider**

You pay \$15 Copayment, no Deductible

**PHYSICIAN BENEFITS** – Includes, but is not limited to, Surgery, Anesthesia Services, assistant surgeon, Medical Care, treatment of Mental Illness, consultations, mammograms, Outpatient periodic health examinations, routine pediatric care, Diagnostic Services, injected medicines, Amino Acid-based Elemental Formulas, electroconvulsive therapy, radiation therapy, Chemotherapy, cancer medications, Outpatient rehabilitative therapy, Autism Spectrum Disorders, Habilitative Services, rehabilitative services, Outpatient respiratory therapy, chiropractic and osteopathic manipulation, hearing screening, diabetes self-management training and education, dental accident care, family planning services, Outpatient contraceptive services, bone mass measurement and osteoporosis, investigational cancer treatment, Infertility treatment, mastectomy related services, Maternity Services, and Urgent Care, prosthetic devices, orthotic devices and Durable Medical Equipment.

Payment level for Surgical/Medical Covered Services

- **Participating Provider (except for surgical sterilization procedures)** You pay \$50 Copayment then we pay 60% of the Maximum Allowance
  - Surgical sterilization procedures We pay 100% of the Maximum Allowance, No Deductible
- **Non-Participating Provider** We pay 50% of the Maximum Allowance

Payment level for Covered Services received in a Professional Provider’s Office

- Participating Provider (other than a specialist) Copayment You pay \$10 per visit then We pay 100% of the Maximum Allowance, no Deductible
- Participating Provider Specialist Copayment We pay 60% of the Maximum Allowance

Speech Therapy We pay 60% of the Maximum Allowance

Occupational and Physical Therapy We pay 60% of the Maximum Allowance

Chiropractic and Osteopathic Manipulation 25 visit maximum per calendar year

Naprapathic Services 15 visit maximum per calendar year

Payment level for covered Emergency Accident Care from either a **Participating Provider or Non-Participating Provider** We pay 60% of the Maximum Allowance

Payment level for covered Emergency Medical Care from either a **Participating Provider or Non-Participating Provider** We pay 60% of the Maximum Allowance

Payment level for Outpatient Treatment of Mental Illness and Substance Use Disorder Rehabilitation Treatment from a Participating Provider

**OTHER COVERED SERVICES** – Includes, but is not limited to, blood and blood components; Ambulance Transportation, medical and surgical dressings, supplies and casts and splints

Payment level We pay 60% of the Eligible Charge, Ambulance Transportation Eligible Charge or Maximum Allowance

**VIRTUAL VISITS**

Payment level for Covered Services received through a Virtual Visit You pay \$10 per visit then We pay 100% of the Maximum Allowance, no Deductible

**OUTPATIENT INFUSION THERAPY**

Payment level for routine Maintenance Drugs from a

**Participating Provider**

- Home, Office, or Infusion Suites
- Outpatient Hospital

You pay \$50 per visit, We pay 100% of the Maximum Allowance, no Deductible

You pay \$500 per visit, We pay 100% of the Eligible Charge, no Deductible

Payment level for non-Maintenance Drugs from a

**Participating Provider**

We pay 60% of the Eligible Charge or Maximum Allowance

**Non-Participating Provider**

We pay 50% of the Eligible Charge or Maximum Allowance

**PREVENTIVE CARE SERVICES** – 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 quantities and within the time period allowed under 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; evidence-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).

Payment level for covered Preventive Care Services

- **Participating Provider**

We pay 100% of the Eligible Charge or Maximum Allowance, no Deductible

- **Non-Participating Provider**

We pay 50% of the Eligible Charge or Maximum Allowance



**Schedule of Pediatric Vision Care Coverage**

**For Covered Persons Under Age 19**

<p align="center"><b>Pediatric Vision Care Services</b></p>	<p align="center"><b>Participating Covered person Cost or Discount when Covered Services are received from a Participating Vision Provider</b></p> <p align="center">(When a fixed-dollar Copayment is due from the covered person, the remainder is payable under the Policy up to the covered charge*)</p>	<p align="center"><b>Non-Participating Allowance when Covered Services are received from a Non-Participating Vision Provider</b></p> <p align="center">(Maximum amount payable under the Policy, not to exceed the retail costs)**</p>
<p><b>Exam</b> (with dilation as necessary; routine eye examinations do not include professional services for contact lenses):</p>	<p>No Copayment</p>	<p>Up to \$30</p>
<p><b>Frames:</b></p>		
<p>“Provider-Designated” frame</p> <p>Frames covered under the 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 the 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. If frames are provided by a Non-Participating Vision Provider, benefits are limited to the amount shown above. Any amount 1) paid to the Non-Participating Vision Provider for the difference in cost of a non-provider-designated frame or 2) that exceeds the maximum amount payable for a Non-Participating Vision Provider supplied frame will not apply to any applicable Deductible, Coinsurance, or out-of-pocket expense limit/out-of-pocket Coinsurance maximum.</p>	<p>No Copayment</p>	<p>Up to \$75</p>
<p><b>Frequency:</b></p> <p>Examination, Lenses or Contact Lenses</p> <p>Frame</p>	<p>Once every 12-month benefit period</p> <p>Once every 12-month benefit period</p>	
<p><b>Standards Plastic, Glass or Polycarbonate Spectacle Lenses:</b></p> <p>Single Vision</p> <p>Bifocal</p> <p>Trifocal</p> <p>Lenticular</p>	<p>No Copayment</p> <p>No Copayment</p> <p>No Copayment</p> <p>No Copayment</p>	<p>Up to \$25</p> <p>Up to \$40</p> <p>Up to \$55</p> <p>Up to \$55</p>

Standard Progressive Lens	No Copayment	Up to \$55
<b>Lens Options (add to lens costs above):</b>		
UV Treatment	No Copayment	Up to \$12
Standard Plastic Scratch Coating	No Copayment	Up to \$12
Standard Polycarbonate -	No Copayment	Up to \$32
Photocromatic / Transitions Plastic	No Copayment	Up to \$57
<b>Contact Lenses:</b> (Contact lens allowance includes materials only)	100% coverage for provider-designated contact lenses	
Elective - Extended Wear Disposables	Up to 6 months supply of monthly or 2 week disposable, single vision spherical or toric contact lenses	Up to \$150
Daily Wear / Disposable	Up to 3 months supply of daily disposable, single vision spherical contact lenses	Up to \$150
Conventional	1 pair from selection of provider-designated contact lenses	Up to \$150
Medically Necessary contact lenses – Preauthorization is required to be considered for benefits (see details below)		Up to \$210
<p>Contact lenses covered under the Policy are limited to the provider- designated contact lenses. The Participating Vision Provider will inform you of the contact lens selection covered under the Policy. If you select a lens that is not included in the pediatric lens selection covered under the Policy, you are responsible for the difference in cost between the Participating Vision Provider reimbursement amount for covered contact lenses and the retail price of the contact lenses selected. Any amount 1) paid to the Participating Vision Provider for the difference in cost of a non-provider-designated contact lens or 2) that exceeds the maximum amount payable for Non-Participating Vision Provider supplied contact lenses will not apply to any applicable Deductible, Coinsurance, or out-of-pocket expense limit/out-of-pocket limit/out-of-pocket coinsurance maximum.</p>		

Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.

**Value-added features:**

**Laser vision correction:** You will receive a discount for traditional LASIK and custom LASIK from Participating Physicians and contracted laser centers. You must obtain Preauthorization for this service in order to be considered for coverage. Prices/discounts may vary by state and are subject to change without notice.

**Additional Benefits**

**Medically Necessary contact lenses:** 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:

keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, irregular astigmatism.

Medically necessary contact lenses are covered in lieu of other eyewear. Participating providers will obtain the necessary preauthorization for these services.

**Low Vision:** 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.

With prior approval from Blue Cross and Blue Shield of Illinois, covered persons who require low-vision services and optical devices are entitled to the following coverage, with both Participating and Non-Participating Providers:

**Low Vision Evaluation:** One comprehensive evaluation every five years (Non-Participating Allowance of \$300). This examination, sometimes called a functional vision assessment, can determine distance and clarity of vision, the size of readable print, the existence of blind spots or tunnel vision, depth perception, eye-hand coordination, problems perceiving contrast and lighting requirements for optimum vision.

**Low Vision Aid:** Covered for one device per year such as high-power spectacles, magnifiers and telescopes (Non-Participating Allowance of \$600 per device and \$1200 lifetime). These devices are utilized to maximize use of available vision, reduce problems of glare or increase contrast perception, based on the individual's vision goals and lifestyle needs.

**Follow-up care:** Four visits in any five-year period (Non-Participating Allowance of \$100 per visit).

**Warranty:** 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.

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

**\*\* THE PLAN PAYS THE LESSER OF THE ALLOWANCE NOTED OR THE RETAIL COST. RETAIL PRICES VARY BY LOCATION.**



**YOU WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE ALLOWANCE AND THE BILLED CHARGES, WHEN RECEIVING COVERED SERVICES FROM A NON-PARTICIPATING PROVIDER.**

**TO IDENTIFY NON-PARTICIPATING AND PARTICIPATING VISION PROVIDERS, HOSPITALS OR FACILITIES, VISIT EYEMED'S 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.**

## **RIGHT TO EXAMINE THIS POLICY**

You have the right to examine this Policy for a 10 day period after its issuance. If for any reason you are not satisfied with the health care benefits described in this Policy, you may return the Policy and identification card(s) to Blue Cross and Blue Shield and void your coverage. Any premium paid to Blue Cross and Blue Shield will be refunded to you, provided that you have not had a Claim paid under this Policy before the end of the 10 day period. Any portion of the premium that was paid by the Advanced Premium Tax Credit will be returned to the Federal Government.

## **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 Blue Cross and Blue Shield ceases to offer a particular type of coverage in the individual market. If this should occur:
  - a. You will receive 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 by Blue Cross and Blue Shield; and
  - 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, you will receive at least 180 days prior written notice or such other notice, if any, permitted by applicable law or regulatory guidance.
3. You no longer reside, live or work in the Blue Cross and Blue Shield network service area.
4. Failure to pay your premium after your grace period, if any. 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.
5. Other reasons described in this Policy.
6. You are no longer eligible for coverage in a QHP offered through the Exchange.
7. This Policy is terminated or is decertified as a QHP.
8. Your coverage has been rescinded as described under the Rescission provision of this Policy.
9. You change from this QHP to another during an annual open enrollment period or special enrollment period.
10. In the event of fraud or 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.
11. Your association membership ceases, if applicable.

**THIS POLICY WILL NOT BE TERMINATED OR BE REFUSED TO BE RENEWED 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 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 is issued. It does not include any other family members covered under Family Coverage unless such family member is acting on your 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.

A message from

## **BLUE CROSS AND BLUE SHIELD**

Health Care Service Corporation, a Mutual Legal Reserve Company, the Blue Cross and Blue Shield Plan serving the state of Illinois will provide the health care benefit program described in this Policy. In this Policy we refer to our company as "Blue Cross and Blue Shield" or "Blue Cross and Blue Shield of Illinois" and we refer to the Health Insurance Marketplace as the Exchange. Any reference to "applicable law" will include applicable laws and rules, including but not limited to statutes, ordinances, administrative decisions and regulations. Please read this entire Policy very carefully. We hope that most of the questions you have about your coverage will be answered. This Policy is currently certified by the Exchange as a Qualified Health Plan.

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Kurtis Kossen". The signature is written in a cursive, slightly slanted style.

Kurtis Kossen  
President, Retail Markets  
Blue Cross and Blue Shield of Illinois

## NOTICE

Please note that Blue Cross and Blue Shield of Illinois has contracts with many health care Providers that provide for Blue Cross and Blue Shield to receive, and keep for its own account, payments, discounts and/or allowances with respect to the bill for services you receive from those Providers.

Please refer to the provision entitled "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers" in the GENERAL PROVISIONS section of this Policy for a further explanation of these arrangements

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.

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

## **WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON- PARTICIPATING PROVIDERS ARE USED**

You should be aware that when you elect to utilize the services of a Non-Participating Provider for a Covered Service in non-emergency situations, benefit payments to such Non-Participating Provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your Policy's fee schedule, usual and customary charge (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the Policy. **YOU CAN EXPECT TO PAY MORE THAN THE APPLICABLE COPAYMENT AND COINSURANCE AMOUNTS DEFINED IN THE POLICY AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.** Non-Participating Providers may bill members for any amount up to the billed charge after the plan has paid its portion of the bill. Participating Providers have agreed to accept discounted payments for services with no additional billing to the member other than applicable Copayments, Coinsurance and Deductible amounts. You may obtain further information about the participating status of Providers and information on out-of- pocket expenses by calling the toll-free telephone number on your identification card.

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## DEFINITIONS SECTION

Throughout this Policy, many words are used which have a specific meaning when applied to your healthcare coverage. These terms will always begin with a capital letter. When you come across these terms while reading this Policy, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your benefits. If a term within a definition begins with a capital letter, which means that the term is also defined in these definitions. All definitions have been arranged in ALPHABETICAL ORDER. When we use the term “benefit program” in this Policy, we are referring to the Plan Name shown on the Schedule Page.

ACUPUNCTURISTS.....means a duly licensed acupuncturist operating within the scope of his or her license.

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 PRACTICE NURSE.....means a Certified Clinical Nurse Specialist, Certified Nurse-Midwife, Certified Nurse Practitioner or Certified Registered Nurse Anesthetist, operating within the scope of his or her certification.

ADVANCED PREMIUM TAX CREDIT.....means a Premium Tax Credit that has been received by a Covered Person in advance.

AMBULANCE TRANSPORTATION.....means local transportation in specially equipped certified ground and air transportation options from your home, scene of accident or medical emergency to a Hospital, between Hospital and Hospital, between Hospital and Skilled Nursing Facility or from a Skilled Nursing Facility or Hospital to your home. If there are no facilities in the local area equipped to provide the care needed, Ambulance Transportation then means the transportation to the closest facility that can provide the necessary service. Ambulance Transportation provided primarily for the convenience of you, your family/caregivers or Physician, or the transferring facility, is not considered Medically Necessary and is not covered under this Policy.

AMBULANCE TRANSPORTATION ELIGIBLE CHARGE.....means i) for ambulance providers that bill for Ambulance Transportation services through a Participating Hospital, the Ambulance Transportation Eligible Charge will utilize the applicable ADP, and ii) for all other ambulance providers, the Ambulance Transportation Eligible Charge is such provider's Billed Charges.

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.

A “Plan Ambulatory Surgical Facility” means an Ambulatory Surgical Facility which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide Covered Services to participants in the benefit program at the time Covered Services are rendered or is designated as a Participating Provider by any Blue Cross and Blue Shield Plan at the time Covered Services are rendered.

A “Non-Plan Ambulatory Surgical Facility” means an Ambulatory Surgical Facility which does not meet the definition of a Plan Ambulatory Surgical Facility.

ANESTHESIA SERVICES.....means the administration of anesthesia and the performance of related procedures by a Physician or a Certified Registered Nurse Anesthetist which may be legally rendered by them respectively.

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:

- (i) A federally funded or approved trial,
- (ii) A clinical trial conducted under an FDA investigational new drug application, or
- (iii) A drug 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 autism, 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 Eligible 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, which 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's contracts with Hospitals and other facilities, the nature of the Covered Services involved and other relevant factors.

**AVERAGE WHOLESALER PRICE.....**means any one of the recognized published averages of the prices charged by wholesalers in the United States for the drug products they sell to a Pharmacy.

**BEHAVIORAL HEALTH PRACTITIONER.....**means a Physician or Professional Provider who is duly licensed to render services for Mental Illness, Serious Mental Illness or Substance Use Disorder, when operating within the scope of such license.

**BEHAVIORAL HEALTH UNIT.....**means a unit established to assist in the administration of Mental Illness and Substance Use Disorder Treatment benefits including Preauthorization, Emergency Mental Illness or Substance Use Disorder Admission review and length of stay/service review for Inpatient Hospital admissions and/or review of Outpatient services for the treatment of Mental Illness and Substance Use Disorder.

**BENEFIT PERIOD .....** has the meaning set forth in the section entitled "BENEFIT PERIOD", except for the Pediatric Vision Care Benefit Period, which is defined in the Pediatric Vision Care section of this Policy.

**BILLED CHARGES.....**means the total gross amounts billed by Provider to Blue Cross and Blue Shield on a Claim, which constitutes the usual retail price that the Provider utilizes to bill patients or any other party that may be responsible for payment of the services rendered without regard to any payor, discount or reimbursement arrangement that may be applicable to any particular patient. This list of retail prices is also sometimes described in the health care industry as a "chargemaster."

**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:

- a. 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
- b. is a graduate of an advanced practice nursing program.

A "Participating Certified Clinical Nurse Specialist" means a Certified Clinical Nurse Specialist who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Certified Clinical Nurse Specialist" means a Certified Clinical Nurse Specialist who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

**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:

- a. 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
- b. is a graduate of a program of nurse-midwives accredited by the American College of Nurse Midwives or its predecessor.

A "Participating Certified Nurse-Midwife" means a Certified Nurse-Midwife who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Certified Nurse-Midwife" means a Certified Nurse-Midwife who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

**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:

- a. 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
- b. is a graduate of an advanced practice nursing program.



A “Participating Certified Nurse Practitioner” means a Certified Nurse Practitioner who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Nurse Practitioner” means a Certified Nurse Practitioner who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CERTIFIED REGISTERED NURSE ANESTHETIST or CRNA.....means a Certified Registered Nurse Anesthetist, who: (a) is a graduate of an approved school of nursing and is duly licensed as a registered nurse (and is operating within the scope of such license); (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.

A “Participating Certified Registered Nurse Anesthetist” means a Certified Registered Nurse Anesthetist who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Certified Registered Nurse Anesthetist” means a Certified Registered Nurse Anesthetist who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CHEMOTHERAPY.....means the treatment of malignant conditions by pharmaceutical and/or biological anti- neoplastic drugs.

CHIROPRACTOR.....means a duly licensed chiropractor, when operating within the scope of such license.

CIVIL UNION.....means a legal relationship between two persons, of either the same sex 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 charge for service rendered to you, without adjustment or reduction and 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.”)

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 Eligible 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 LABORATORY.....means a clinical laboratory which complies with the licensing and certification requirements under the Clinical Laboratory Improvement Amendments of 1988, the Medicare and Medicaid programs and any applicable state and local statutes and regulations.

A “Participating Clinical Laboratory” means a Clinical Laboratory which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Laboratory” means a Clinical Laboratory which does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CLINICAL PROFESSIONAL COUNSELOR.....means a duly licensed clinical professional counselor, when operating within the scope of such license.

A “Participating Clinical Professional Counselor” means a Clinical Professional Counselor who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Professional Counselor” means a Clinical Professional Counselor who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

CLINICAL SOCIAL WORKER.....means a duly licensed clinical social worker, when operating within the scope of such license.

A “Participating Clinical Social Worker” means a Clinical Social Worker who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Clinical Social Worker” means a Clinical Social Worker who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

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.

COINSURANCE.....means a percentage of an eligible expense that you are required to pay toward a Covered Service.

COMPLICATIONS OF PREGNANCY.....means all physical effects suffered as a result of pregnancy which would not be considered the effect of normal pregnancy. A normal pregnancy means an intrauterine pregnancy which, through vaginal delivery, results in an infant who is not premature or preterm.

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.

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.).

A “Participating Coordinated Home Care Program” means a Coordinated Home Care Program which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program at the time Covered Services are rendered or is designated as a participating Provider by any Blue Cross and/or Blue Shield Plan at the time Covered Services are rendered.

A “Non-Participating Coordinated Home Care Program” means a Coordinated Home Care Program which does not have an agreement with a Blue Cross and/or Blue Shield Plan but has been certified as a home health agency in accordance with the guidelines established by Medicare.

COPAYMENT.....means a specified dollar amount 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 and 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, 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.).

DEDUCTIBLE.....means the amount of expense that you must incur in Covered Services before benefits are provided.

DENTIST.....means a duly licensed dentist, when operating within the scope of such license.

DIAGNOSTIC SERVICE.....means tests rendered for the diagnosis of your symptoms and which are directed toward evaluation or progress of a condition, disease or injury. Such tests include, but are not limited to, x-ray, pathology services, Clinical Laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests, and electromyograms, magnetic resonance imaging (MRI), computed tomography (CT) scans 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, when operating within the scope of such license.

A “Participating Dialysis Facility” means a Dialysis Facility which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program at the time Covered Services are rendered or is designated as a participating Provider by any Blue Cross and/or Blue Shield Plan at the time Covered Services are rendered.

A “Non-Participating Dialysis Facility” means a Dialysis Facility which does not have an agreement with a Blue Cross and/or Blue Shield Plan but has been certified in accordance with the guidelines established by Medicare.

DOMESTIC PARTNER.....means a person with whom you have entered into a Domestic Partnership.

DOMESTIC PARTNERSHIP.....means long-term committed relationship of indefinite duration with a person who meets the following criteria:

- a. you and your Domestic Partner have lived together for at least 6 months,
- b. neither you nor your Domestic Partner is married to anyone else or has another Domestic Partner,
- c. your Domestic Partner is at least 18 years of age and mentally competent to consent to contract,
- d. your Domestic Partner resides with you and intends to do so indefinitely,
- e. you and your Domestic Partner have an exclusive mutual commitment similar to marriage, and
- f. you and your Domestic Partner are jointly responsible for each other’s common welfare and share financial obligations.

DURABLE MEDICAL EQUIPMENT PROVIDER.....means a duly licensed durable medical equipment provider, when operating within the scope of such license.

A “Participating Durable Medical Equipment Provider” means a Durable Medical Equipment Provider who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Durable Medical Equipment Provider” means a Durable Medical Equipment Provider who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

EARLY ACQUIRED DISORDER.....means a disorder resulting from illness, trauma, injury, or some other event or condition suffered by a child prior to that 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.

ELIGIBLE CHARGE.....means (a) in the case of a Provider, other than a Professional Provider, which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide care to participants in the benefit program, 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 and (b) in the case of a Provider, other than a Professional Provider, which does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide care to participants in the benefit program, or is not designated as a Participating Provider by any Blue Cross and/or Blue Shield Plan, at the time Covered Services are rendered, the following amount:

- (i) the lesser of (unless otherwise required by applicable law or arrangement with the Non-Participating Provider) (A) the Provider’s Billed Charges, and (B) an amount determined by Blue Cross and Blue Shield of Illinois to be approximately 105% of the base Medicare reimbursement rate, excluding any Medicare adjustment(s) which is/are based on information on the Claim; or

- (ii) if there is no base Medicare reimbursement rate available for a particular Covered Service, or if the base Medicare reimbursement amount cannot otherwise be determined under subsection (i) above based upon the information submitted on the Claim, the lesser of (unless otherwise required by applicable law or arrangement with the Non-Participating Provider) (A) the Provider's Billed Charges and (B) an amount determined by Blue Cross and Blue Shield of Illinois to be 150% of the Maximum Allowance that would apply if the services were rendered by a Participating Professional Provider on the date of service; or
- (iii) if the base Medicare reimbursement amount and the Maximum Allowance cannot be determined under subsections (i) or (ii) above, based upon the information submitted on the Claim, then the amount will be 50% of the Provider's Billed Charges, provided, however, that Blue Cross and Blue Shield of Illinois may limit such amount to the lowest contracted rate that Blue Cross and Blue Shield of Illinois has with a Participating Provider for the same or similar service based upon the type of provider and the information submitted on the claim, as of January 1 of the same year that the Covered Services are rendered to the member (unless otherwise required by applicable law or arrangement with the Non-Participating Providers).

In addition to the foregoing, the Eligible Charge will be subject in all respects to Blue Cross and Blue Shield of Illinois claim payment rules, edits and methodologies regardless of the provider's status as a Participating Provider or Non-Participating Provider.

(See provisions of this Policy regarding "Blue Cross and Blue Shield's Separate Financial Arrangements with Providers.")

**EMERGENCY ACCIDENT CARE.....**means the initial Outpatient treatment of accidental injuries including related Diagnostic Service.

**EMERGENCY MEDICAL CARE.....**means services provided for the initial Outpatient treatment, including related Diagnostic Service, of a medical condition displaying itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: (i) 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; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

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 Disorder as a result of the sudden and unexpected onset of a Mental Illness or Substance Use Disorder 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 Emergency Medical Condition, a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition, and, within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to stabilize the patient.

**EXCHANGE.....**(also known as Health Insurance Marketplace) means a governmental agency or non-profit entity that meets the applicable Exchange standards, and other related standards established under the applicable law, and makes Qualified Health Plans (QHPs) available to Qualified Individuals and qualified employers (as these terms are defined by the Exchange). Unless otherwise identified, this term refers to the State Exchanges, regional Exchanges, subsidiary Exchanges, and/or a Federally-facilitated Exchange through which this Policy was sold.

**EXPERIMENTAL/INVESTIGATIONAL SERVICES AND SUPPLIES.....** means the use of any treatment, procedure, facility, equipment, drug, device, or supply not accepted as Standard Medical Treatment for the condition being treated or any of such items requiring Federal or other governmental agency approval, such approval was 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, mental health treatment, Substance Use Disorder Treatment 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:

- have been demonstrated in peer reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;

- are appropriate for the Hospital or Other Facility Provider in which they were performed; and
- 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 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 coverage for you the Insured and your eligible dependents under this Policy.

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.

HABILITATIVE SERVICES.....means Occupational Therapy, Physical Therapy, Speech Therapy and other health care services that help you 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 people with disabilities in a variety of Inpatient and/or Outpatient settings, with coverage as described in this Policy.

HEALTH INSURANCE MARKETPLACE.....SEE DEFINITION OF EXCHANGE.

HOME INFUSION THERAPY PROVIDER.....means a duly licensed home infusion therapy provider, when operating within the scope of such license.

A "Participating Home Infusion Therapy Provider" means a Home Infusion Therapy Provider who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Home Infusion Therapy Provider" means a Home Infusion Therapy Provider who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

HOSPICE CARE PROGRAM PROVIDER.....means an organization duly licensed to provide Hospice Care Program Service, when operating within the scope of such license.

A "Participating Hospice Care Program Provider" means a Hospice Care Program Provider which has a written agreement with Blue Cross and Blue Shield to provide care to participants in the benefit program.

A "Non-Participating Hospice Care Program Provider" means a Hospice Care Program Provider which does not have a written agreement with Blue Cross and Blue Shield to provide care to participants in the benefit program.

HOSPICE CARE PROGRAM SERVICE.....means a centrally administered program designed to provide for the physical, psychological and spiritual care for dying 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, Skilled Nursing Facility or special hospice care unit.

HOSPITAL.....means a duly licensed institution under state law for the care of the sick which provides service under the care of a Physician including the regular provision of bedside nursing by registered nurses, when operating within the scope of such license, irrespective of whether the institution provides surgery on its premises or at another licensed hospital pursuant to a formal written agreement between the two institutions.

A "Participating Hospital" means a Hospital which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program at the time Covered Services are rendered or is designated as a Participating Provider by any Blue Cross and/or Blue Shield Plan at the time Covered Services are rendered.

A "Non-Participating Hospital" means a Hospital that does not meet the definition of a Participating Hospital.

INDIVIDUAL COVERAGE.....means coverage under this Policy for you but not your spouse and/or dependents.

INFERTILITY.....means the inability to conceive a child after one year of unprotected sexual intercourse or the inability to attain or maintain a viable pregnancy or sustain a successful pregnancy.

INFUSION THERAPY.....means the administration of medication through a needle or catheter. It is prescribed when a patient's 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.

IN HOME HEALTH ASSESSMENT...means Covered Services including, but not limited to, health history 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 health care Provider, and is not a substitute for diagnosis, management and treatment by your health care Provider.

INPATIENT.....means that you are a registered bed patient and are treated as such in a health care facility.

INTENSIVE OUTPATIENT PROGRAM.....means a freestanding or 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. Dual diagnosis programs offer integrated and aligned assessment, treatment and discharge planning services for treatment of severe or complex co-occurring conditions which make it unlikely that you will benefit from programs that focus solely on Mental Illness conditions. Dual diagnosis programs are delivered by Behavioral Health Practitioners who are cross-trained.

Intensive Outpatient Program services may be available with less intensity if you are recovering from severe and/or chronic Mental Illness and/or Substance Use Disorder conditions. If you are recovering from severe and/or chronic Mental Illness and/or Substance Use Disorder conditions, services may include psychotherapy, pharmacotherapy, and other interventions aimed at supporting recovery such as the development of recovery plans and advance directives, strategies for identifying and managing early warning signs of relapse, development of self-management skills, and the provision of peer support services.

Intensive Outpatient Programs may be used as an initial point of entry into care, as a step up from routine Outpatient services, or as a step down from acute Inpatient, residential care or a Partial Hospitalization Treatment Program.

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 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 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 measurable improvement of a condition will occur.

MARRIAGE AND FAMILY THERAPIST ("LMFT").....means a duly licensed marriage and family therapist, when operating within the scope of such license.

A "Participating Marriage and Family Therapist" means a Marriage and Family Therapist who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Marriage and Family Therapist" means a Marriage and Family Therapist who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

MATERNITY SERVICE.....means the services rendered for normal pregnancy. A normal pregnancy means an intrauterine pregnancy which, through vaginal delivery, results in an infant who is not premature or preterm. Premature or preterm means an infant born with a low birth weight, 5.5 pounds or less, or an infant born at 37 weeks or less.

MAXIMUM ALLOWANCE.....means (a) the amount which Participating Professional Providers have agreed to accept as payment in full, or the amount of reimbursement amount set by the Plan for Providers designated as Participating Professional Providers for a particular Covered Service. All benefit payments for Covered Services rendered by Participating Professional Providers will be based on the Schedule of Maximum Allowances which these Providers have agreed to accept as payment in full. (b) For Non-Participating Professional Providers, the Maximum Allowance will be the lesser of (unless otherwise required by applicable law or arrangement with the Non-Participating Provider):

- (i) the Provider's billed charges, or;

(ii) Blue Cross and Blue Shield of Illinois non-contracting Maximum Allowance. Except as otherwise provided in this section, the non-contracting Maximum Allowance is developed from base Medicare reimbursements and represents approximately 105% of the base Medicare reimbursement rate and will exclude any Medicare adjustment(s) which is/are based on information on the Claim.

Notwithstanding the preceding sentence, the non-contracting Maximum Allowance for Coordinated Home Care Program Covered Services will be 50% of the Non-Participating Professional Provider's standard billed charge for such Covered Services (unless otherwise required by applicable law or arrangement with the Non-Participating Provider).

The base Medicare reimbursement rate described above will exclude any Medicare adjustment(s) which is/are based on information on the Claim.

When a Medicare reimbursement rate is not available for a Covered Service or is unable to be determined on the information submitted on the Claim, the Eligible Charge for Non-Participating Professional Providers will be 100% of Blue Cross and Blue Shield of Illinois' rate for such Covered Services according to its current Schedule of Maximum Allowances (unless otherwise required by applicable law or arrangement with the Non-Participating Provider). If there is no rate according to the Schedule of Maximum Allowance then the Maximum Allowance will be 25% of Billed Charges (unless otherwise required by applicable law or arrangement with the Non-Participating Provider).

MEDICAL CARE.....means the ordinary and usual professional services rendered by a Physician or other specified Provider during a professional visit for treatment of an illness or injury.

MEDICALLY NECESSARY..... Medically Necessary means that a specific medical, health care, supply or Hospital service is required, for the treatment or management of a medical symptom or condition and that the service, supply or care provided is the most efficient and economical service which can safely be provided. PLEASE REFER TO THE SECTION ENTITLED "EXCLUSIONS -- WHAT IS NOT COVERED" for additional information.

MEDICARE.....means the program established by Title XVIII of the Social Security Act (42 U.S.C. §1395 et seq.).

MENTAL ILLNESS.....means those illnesses classified as disorders in the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association which is current as of the date services are rendered to you.

"Serious Mental Illness".....means the following mental disorders as classified in the current Diagnostic and Statistical Manual published by the American Psychiatric Association:

- a. Schizophrenia;
- b. Paranoid and other psychotic disorders;
- c. Bipolar disorders (hypomanic, manic, depressive and mixed);
- d. Major depressive disorders (single episode or recurrent);
- e. Schizoaffective disorders (bipolar or depressive);
- f. Pervasive developmental disorders;
- g. Obsessive-compulsive disorders;
- h. Depression in childhood and adolescence;
- i. Panic disorder;
- j. Post-traumatic stress disorders (acute, chronic, or with delayed onset); and
- k. Eating disorders, including, but not limited to, anorexia nervosa, bulimia nervosa, pica, rumination disorder, avoidant/restrictive food intake disorder, other specified feeding or eating disorder (OSFED), and any other eating disorder contained in the most recent version of the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association.

MINIMUM ESSENTIAL COVERAGE.....has the meaning set forth in the SPECIAL ENROLLMENT section.

NAPRAPATH.....means a duly licensed naprapath, when operating within the scope of such license.

NAPRAPATHIC SERVICES.....means the performance of naprapathic practice by a Naprapath which may legally be rendered by them.

NON-EMERGENCY FIXED-WING AMBULANCE TRANSPORTATION.....means Ambulance Transportation on a fixed-wing airplane from a Hospital emergency department, other health care facility or Inpatient setting to an equivalent or higher level of acuity facility when transportation is not needed due to an emergency situation. Non-Emergency Fixed-Wing Ambulance Transportation may be considered Medically Necessary when you require acute Inpatient care and services are not available at the originating facility and commercial air transport or safe discharge cannot occur. Non-Emergency Fixed-Wing Ambulance Transportation services provided primarily for the convenience of you, your family/caregivers or Physician, or the transferring facility, is not considered Medically Necessary and is not covered under this Policy.

NON-PARTICIPATING HOSPITAL.....SEE DEFINITION OF HOSPITAL.

NON-PARTICIPATING PROFESSIONAL PROVIDER.....SEE DEFINITION OF PROVIDER.

NON-PARTICIPATING PROVIDER.....SEE DEFINITION OF PROVIDER.

OCCUPATIONAL THERAPIST.....means a duly licensed occupational therapist, when operating within the scope of such license.

OCCUPATIONAL THERAPY.....means constructive therapeutic activity designed and adapted to promote the restoration of useful physical function. Occupational Therapy does not include educational training or services designed and adapted to develop a physical function.

ONGOING COURSE OF TREATMENT.....has the meaning set forth in the provision entitled, "CONTINUITY OF CARE."

OPTOMETRIST.....means a duly licensed optometrist, when operating within the scope of such license.

A "Participating Optometrist" means an Optometrist who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Optometrist" means an Optometrist who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

ORTHOTIC PROVIDER.....means a duly licensed orthotic provider, when operating within the scope of such license.

A "Participating Orthotic Provider" means an Orthotic Provider who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A "Non-Participating Orthotic Provider" means an Orthotic Provider who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

OUTPATIENT.....means that you are receiving treatment while not an Inpatient. Services considered Outpatient, include, but are not limited to, services in an emergency room regardless of whether you are subsequently registered as an Inpatient in a health care facility.

PARTIAL HOSPITALIZATION TREATMENT PROGRAM.....means a Blue Cross and Blue Shield approved planned program of a Hospital or Substance Use Disorder Treatment Facility for the treatment of Mental Illness or Substance Use Disorder Treatment in which patients spend days or nights.

PARTICIPATING HOSPITAL.....SEE DEFINITION OF HOSPITAL.

PARTICIPATING PRESCRIPTION DRUG PROVIDER.....SEE DEFINITION OF PROVIDER.

PARTICIPATING PROFESSIONAL PROVIDER.....SEE DEFINITION OF PROVIDER.

PARTICIPATING PROVIDER.....SEE DEFINITION OF PROVIDER.

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 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 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 member chooses. 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 non-profit 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 any 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 or she practices.

PHYSICAL THERAPIST.....means a duly licensed physical therapist, when operating within the scope of such license.

PHYSICAL THERAPY.....means the treatment of a disease, injury or condition by physical means by a Physician or registered professional Physical Therapist under the supervision of a Physician and which is designed and adapted to promote the restoration of a useful physical function. Physical Therapy does not include educational training or services designed and adapted to develop a physical function.

PHYSICIAN.....means a physician duly licensed to practice medicine in all of its branches, when operating within the scope of such license.

PHYSICIAN ASSISTANT.....means a duly licensed physician assistant performing under the direct supervision of a Physician, Dentist or Podiatrist and billing under such Provider, when operating within the scope of such license.

PODIATRIST.....means a duly licensed podiatrist, when operating within the scope of such license.

POLICY.....means this booklet, the Schedule Page and your application(s) for coverage under the Blue Cross and Blue Shield benefit program described in this booklet.

PREAUTHORIZATION, PREAUTHORIZE or EMERGENCY MENTAL ILLNESS or SUBSTANCE USE ADMISSION REVIEW.....means a requirement that you must obtain authorization from Blue Cross and Blue Shield before you receive certain types of Covered Services designated by Blue Cross and Blue Shield.

PREMIUM TAX CREDIT.....means a refundable premium tax credit an eligible individual may receive for taxable years ending after December 31, to the extent provided for under applicable law, where the credit is meant to offset all or a portion of the premium paid by the individual for coverage obtained through the Exchange during the preceding calendar year.

PRIVATE DUTY NURSING SERVICE.....means Skilled Nursing Service provided on a one-to-one basis by an actively practicing registered nurse (R.N.) or licensed practical nurse (L.P.N.). Private Duty Nursing is shift nursing of 8 hours or greater per day and does not include nursing care of less than 8 hours per day. 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.

PROSTHETIC PROVIDER.....means a duly licensed prosthetic provider, when operating within the scope of such license.

A “Participating Prosthetic Provider” means a Prosthetic Provider who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Prosthetic Provider” means a Prosthetic Provider who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

PROVIDER.....means any health care facility (for example, a Hospital or Skilled Nursing Facility) or person (for example, a Physician or Dentist) or entity duly licensed to render Covered Services to you, when operating within the scope of such license.

A “Participating Provider” means a Hospital or Professional Provider that either: (i) has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield to provide services to participants in the benefit program, or; (ii) has been designated by a Blue Cross and/or Blue Shield Plan as a Participating Provider in the benefit program.

A “Non-Participating Provider” means a Hospital or Professional Provider that either: (i) does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield to provide services to participants in the benefit program, or; (ii) has not been designated by a Blue Cross and/or Blue Shield Plan as a Participating Provider in the benefit program.

A “Professional Provider” means a Physician, Dentist, Podiatrist, Psychologist, Chiropractor, Optometrist, Clinical Social Worker or any Provider designated by Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan.

A “Participating Professional Provider” means a Professional Provider who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program or has been designated by a Blue Cross and Blue Shield Plan as a Participating Professional Provider for this Policy.

A “Non-Participating Professional Provider” means a Professional Provider who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program. For purposes of the provision of this Policy entitled “WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-PARTICIPATING PROVIDERS ARE USED,” a Non-Participating Provider includes, but is not limited to, a Non-Participating Professional Provider.

A “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 which has a written agreement with a Blue Cross and Blue Shield Plan or the entity chosen by Blue Cross and Blue Shield to administer its prescription drug program to provide services to you at the time Covered Services are rendered.

A “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 Blue Cross and Blue Shield or (ii) has not entered into a written agreement with an entity chosen by Blue Cross and Blue Shield to administer its prescription drug program, for such Pharmacy to provide pharmaceutical services to you at the time Covered Services are rendered.

PSYCHOLOGIST.....means a Registered Clinical Psychologist.

Registered Clinical Psychologist means a Clinical Psychologist who is registered with the Illinois Department of Financial and Professional Regulation pursuant to the Illinois “Psychologists Registration Act” or, in a state where statutory licensure exists, the Clinical Psychologist must hold a valid credential for such practice or, if practicing in a state where statutory licensure does not exist, such person must meet the qualifications specified in the definition of a Clinical Psychologist.

Clinical Psychologist means a psychologist who specializes in the evaluation and treatment of Mental Illness and who meets the following qualifications:

- a. 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 post- doctoral and one year in an organized health services program; or
- b. is a Registered Clinical Psychologist with a graduate degree from a regionally accredited University or College; and has not less than six years as a psychologist with at least two years of supervised experience in health services.

QUALIFIED ABA PROVIDER.... means a Provider operating within the scope of his/her license, registration or certification that has met the following requirements:

For the treatment supervisor / case manager / facilitator:

- a. Master's level, independently licensed Clinician, who is licensed, certified, or registered by an appropriate agency in the state where services are being provided, for services treating Autism Spectrum Disorder (ASD) symptoms, with or without applied behavior analysis (ABA) service techniques; or
- b. Master's level Clinician whose professional credential is recognized and accepted by an appropriate agency of the United States, (i.e. Board-Certified Behavior Analyst (BCBA) or Board-Certified Behavior Analyst –Doctoral (BCBA-D), to supervise and provide treatment planning, with ABA service techniques; or
- c. Clinician who is certified as a provider under the TRICARE military health system, if requesting to provide ABA services; or
- d. Master's level Clinician with a specific professional credential or certification recognized by the state in which the clinician is located; or
  1. Developmental Therapist with Certified Early Intervention Specialist credential or CEIS; or
  2. If the Doctor of Medicine (MD) prescribes ABA, writes a MD order for services to be provided by a specific person.

For the para-professional / line therapist

- a. Two years of college educated staff person with a Board Certified Assistant Behavior Analyst (BCaBA) for the para-professional/therapist; or
- b. A bachelor level or high school graduate or having obtained a GED, or a staff person with a Registered Behavior Tech (RBT) certification for the direct line therapist; or
- c. A person who is "certified as a provider under TRICARE military health system", if requesting to provide ABA services.

Clinician means a person operating within the scope of his/her license, registration or certification in the clinical practice of medicine, psychiatry, psychology or behavior analysis.

QUALIFIED HEALTH PLAN or QHP..... means a health care benefit program that has in effect a certification that it meets the applicable government standards, issued or recognized by each Exchange through which such program is offered.

QUALIFIED INDIVIDUAL.....means an individual who has been determined eligible to enroll in this Policy.

REGISTERED DIETICIAN.....means a duly licensed clinical professional counselor operating within the scope of his or her license.

REGISTERED SURGICAL ASSISTANT.....means a duly licensed certified registered surgical assistant, certified surgical technician, surgical assistant certified or registered nurse first assistant, when operating within the scope of such license.

A “Participating Registered Surgical Assistant” means a Registered Surgical Assistant who has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and Blue Shield Plan or Blue Cross Plan to provide services to you at the time services are rendered.

A “Non-Participating Registered Surgical Assistant” means a Registered Surgical Assistant who does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and Blue Shield Plan or Blue Cross Plan to provide services to you at the time services are rendered.

REHABILITATIVE SERVICES....means including, but not limited to, Speech Therapy, Physical Therapy and Occupational Therapy. Treatment, as determined by your Physician, that must be either (a) limited to therapy which is expected to result in significant improvement 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 Services" 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.

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.

RENEWAL DATE.....means January 1st of each year when your health coverage under this Policy renews for another Benefit Period.

RESCISSION.....means a cancellation or discontinuance of coverage that has retroactive effect except to the extent attributable to a failure to timely pay premiums. A “Rescission” does not include other types of coverage cancellations, such as a cancellation of coverage due to a failure to pay timely premiums towards coverage or cancellations attributable to routine eligibility and enrollment updates.

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, and structure and is licensed by the appropriated 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 Disorder. Blue Cross and Blue Shield of Illinois 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 of Illinois as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

RESPIRE CARE SERVICE.....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.

RETAIL HEALTH CLINIC.....means a health clinic located in a retail setting, supermarket or Pharmacy which provides treatment of common illnesses and routine preventive health care services by Certified Nurse Practitioners.

A “Participating Retail Health Clinic” means a Retail Health Clinic which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

A “Non-Participating Retail Health Clinic” means a Retail Health Clinic which does not have a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to you at the time services are rendered.

ROUTINE PATIENT COSTS.....means the cost for all items and services consistent with the coverage provided under this Policy that is typically covered for you if you are not enrolled in a clinical trial.

Routine Patient Costs do not include:

- (i) the investigational item, device, or service, itself;
- (ii) items and services which are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- (iii) a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

SERIOUS MENTAL ILLNESS.....SEE DEFINITION OF MENTAL ILLNESS.

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, when operating within the scope of such license.

A “Participating Skilled Nursing Facility” means a Skilled Nursing Facility which has a written agreement with Blue Cross and/Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program at the time Covered Services are rendered or is designated as a Participating Provider by any Blue Cross and/or Blue Shield Plan at the time Covered Services are rendered.

A “Non-Participating Skilled Nursing Facility” means a Skilled Nursing Facility which does not have an agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan but has been certified in accordance with guidelines established by Medicare.

An “Uncertified Skilled Nursing Facility” means a Skilled Nursing Facility which does not meet the definition of a Participating Skilled Nursing Facility and has not been certified in accordance with the guidelines established by Medicare.

SKILLED NURSING SERVICE.....means those services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) which require the technical 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 skills 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.

SPEECH THERAPIST.....means a duly licensed speech therapist, when operating within the scope of such license.

SPEECH THERAPY.....means the treatment for the correction of a speech impairment resulting from disease, trauma, congenital anomalies or previous therapeutic processes and which is designed and adapted to promote the restoration of a useful physical function. Speech Therapy does not include educational training or services designed and adapted to develop a physical function.

SUBSTANCE USE DISORDER.....means chemical dependency and/or the uncontrollable or excessive abuse of addictive substances consisting of alcohol, morphine, cocaine, heroin, opium, cannabis, and other barbiturates, amphetamines, tranquilizers and/or hallucinogens, and the resultant physiological and/or psychological dependency which develops with continued use of such addictive substances requiring Medical Care as determined by a Physician, Behavioral Health Practitioner or Psychologist.

SUBSTANCE USE DISORDER TREATMENT.....means an organized, intensive, structured, rehabilitative treatment program of either 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 disability 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 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.

A “Participating Substance Use Disorder Treatment Facility” means a Substance Use Disorder Treatment Facility which has a written agreement with Blue Cross and Blue Shield of Illinois or another Blue Cross and/or Blue Shield Plan to provide services to participants in the benefit program at the time Covered Services are rendered, or is designated as a Participating Provider for this Policy by any Blue Cross and/or Blue Shield Plan, at the time Covered Services are rendered.

A “Non-Participating Substance Use Disorder Treatment Facility” means a Substance Use Disorder Treatment Facility that does not meet the definition of a Participating Substance Use Disorder Treatment Facility.

SURGERY.....means the performance of any medically recognized, non-Experimental/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.

TEMPOROMANDIBULAR JOINT DYSFUNCTION AND RELATED DISORDERS (TMJ).....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.

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 or regulatory guidance). 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 our 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 a covered person 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 of the same age and sex 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.

VIRTUAL PROVIDER.....means a licensed Provider who has a written agreement with Blue Cross and Blue Shield to provide diagnosis and treatment of injuries and illnesses through either (i) interactive audio communication (via telephone or other similar technology), or (ii) interactive audio/video examination and communication (via online portal, mobile application or similar technology) to you at the time services are rendered, operating within the scope of such license.

VIRTUAL VISIT.....means a service provided for the diagnosis or treatment of non-emergency medical and/or behavioral health illnesses or injuries as described in the Virtual Visits provision under the SPECIAL CONDITIONS section of this Policy.

## COVERAGE AND PREMIUM INFORMATION

This Policy contains information about the health care benefit program for you and your eligible dependents if you:

- Have been determined eligible to enroll through the Exchange;
- Meet the definition of a Qualified Individual as determined by the Exchange and Blue Cross and Blue Shield, as appropriate, and have received an eligibility determination from the Exchange;
- Have applied for this coverage through the Exchange and Blue Cross and Blue Shield, as appropriate;
- Have received a Blue Cross and Blue Shield identification card; and,
- 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 the website at [www.bcbsil.com](http://www.bcbsil.com).

If you meet this description and comply with the other terms and conditions of this Policy, including but not limited to payment of premium, you are entitled to the benefits of this program.

Blue Cross and Blue Shield does not accept Prohibited Third Party Premium Payments.

### POLICY YEAR

Policy Year means the 12 month period beginning on January 1 of each year.

### RESCISSIONS

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 Coverage Date (a "Rescission"), subject to 30 days prior notification. A "Rescission" does not include other types of coverage cancellations, such as a cancellation of coverage due to a failure to pay timely premiums towards coverage or cancellations attributable to routine eligibility and enrollment updates. Any intentional fraudulent misstatements or omissions, or intentional misrepresentation of a material fact on your application, or any act or practice that constitutes fraud may result in a Rescission of your coverage (and/or your dependent(s) coverage) retroactive to the Coverage Date, subject to prior notification. You have the right to appeal this Rescission and an independent third party may review the decision. In the event of a 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.

In the event your age has been misstated on your application, all premiums due and amounts payable under this Policy shall be calculated as if the Policy had been purchased at the correct age.

At any time when Blue Cross and Blue Shield is entitled to rescind coverage already in force, Blue Cross and Blue Shield may at its option make an offer to reform the policy already in force or is otherwise permitted to make retroactive changes to this Policy and/or a change in the rating category/level. In the event of reformation, the Policy will be reissued retroactively in the form it would have been issued had the misstated or omitted information been known at the time of application.

### YOUR BLUE CROSS AND BLUE SHIELD IDENTIFICATION CARD

You will receive a Blue Cross and Blue Shield identification card. This card will tell you your Blue Cross and Blue Shield identification number and will be very important to you in obtaining your benefits.

### YOUR SCHEDULE PAGE AND “AT A GLANCE” PAGE

A Schedule Page and an “At A Glance page” have been inserted into or provided along with (and are part of) this Policy. The Schedule Page and the “At A Glance” page contain specific information about your coverage including, but not limited to:

- The amount of your Deductible(s) and/or Copayment(s); and
- The Hospital and Physician benefit payment levels.

## **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.

## **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 provisions of this Policy that pertain to a spouse also apply to a party of a Civil Union unless specifically noted otherwise. A Domestic Partner and his/her children who are under age 26 are also eligible dependents. Coverage for children will end on the last day of the calendar month in which their 26th birthday falls. All of the provisions of this Policy that pertain to a spouse also apply to a Domestic Partner unless specifically noted otherwise.

Hereafter, "child" or "children" means a natural child, a stepchild, a child(ren) of your Domestic Partner, an adopted child (including a child involved in a suit for adoption,) a foster child, a child for whom you are the legal guardian or a child for whom you have received a court order requiring that you are financially responsible for providing coverage 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 these factors.

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

- live within the state of Illinois; 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.

Under Family Coverage, any newborn children will be covered from the moment of birth, as long as you notify Blue Cross and Blue Shield within 60 days of the birth.

Any children who are dependent upon you or other care providers for support and maintenance because of a disabling condition will be covered regardless of age if they were covered prior to reaching the limiting age stated above.

For purposes of this section, dependent on other care providers means requiring a Community Integrated Living arrangement, group home, supervised apartment, or other residential services licensed or certified by the Department of Human Services (as successor to the Department of Mental Health and Developmental Disabilities), the Department of Public Health, or the Department of Public Aid.

Blue Cross and Blue Shield may inquire 60 days prior to the dependent reaching the limiting age, or at any reasonable time thereafter, whether the dependent is in fact a disabled and dependent person. If required, you must provide proof within 60 days of the inquiry that the dependent is a disabled and dependent person. If you do not provide proof within the 60 days, coverage will automatically terminate on the last day of the month for which premium has been paid.

Any children who are under your legal guardianship, in your custody under an interim court order prior to finalization of adoption or placed with you as a foster child will be eligible for coverage.

This coverage does not include benefits for grandchildren (unless such children are under your legal guardianship).

A Tobacco User may be subject to a premium of up to 1.5 times the rate applicable to those who are not Tobacco User, to the extent permitted by applicable law or regulatory guidance.

## **Applying for Coverage**

You may apply for coverage in a Qualified Health Plan (QHP) through the Exchange 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 and the Exchange, as appropriate. The application(s) for coverage may or may not be accepted.

No eligibility rules or variations in premium will be imposed based on your health status, medical condition, claims experience, receipt of healthcare, 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, marital status or sexual orientation. Variation 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 a QHP for yourself and/or your eligible dependents during one of the following enrollment periods. Your and/or your eligible dependents' effective date will be determined by Blue Cross and Blue Shield and the Exchange, as appropriate, depending upon the date your application is received, payment of the initial premiums no later than the day before the effective date of coverage (unless any Advanced Premium Tax Credit is greater than the initial premium), and other determining factors.

### **ANNUAL OPEN ENROLLMENT PERIOD / EFFECTIVE DATE OF COVERAGE**

You may apply for or change coverage in a QHP through the Exchange for yourself and/or your eligible dependents during the annual open enrollment period designated by the Exchange.

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

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 the Exchange, Blue Cross and Blue Shield, and/or applicable law or regulatory guidance, as appropriate.

### **SPECIAL ENROLLMENT PERIODS/EFFECTIVE DATES OF COVERAGE**

Special enrollment periods have been designated during which you may apply for or change coverage in a QHP through the Exchange for yourself and/or your Eligible dependents. You must apply for coverage within 60 days from the date of a special enrollment event in order to qualify for the changes described in this Special Enrollment Periods/Effective Dates of Coverage section.

Except as otherwise provided below, if you apply between the 1st day and 15th the day of the month, your effective date will be no later than the 1st day of the following month, or if you apply between the 16th day and the end of the month, you and your Eligible dependents' effective date will be no later than the 1st day of the second following month.

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 qualifying events.

Special Enrollment Events:

1. You experience a loss of Minimum Essential Coverage. New coverage for you and/or your Eligible dependents will be effective no later than the first day of the month following the loss.

A loss of Minimum Essential Coverage does not include failure to pay premiums on a timely basis, including COBRA premiums prior to the expiration of COBRA coverage, or situations allowing for a rescission, as determined by the Exchange and Blue Cross and Blue Shield, as appropriate.

For purposes of this Special Enrollment Periods/Effective Dates of Coverage section, "Minimum Essential Coverage" means Health insurance coverage that is recognized as coverage that meets substantially all requirements under federal law pertaining to adequate individual, group or government health insurance coverage. For additional information on whether particular coverage is recognized as "Minimum Essential Coverage", please call the customer service number on the back of your identification card or visit [www.cms.gov](http://www.cms.gov).

2. You gain or lose a dependent or become a dependent through marriage, establishment of a Domestic Partnership, or becoming a party to a Civil Union. New coverage for you and/or your eligible spouse, party to a Civil Union or Domestic Partner, and/or dependents will be effective no later than the first day of the following month.
3. You gain a dependent through birth, adoption, or placement for adoption or court-ordered dependent Coverage. New coverage for you and/or your Eligible dependents will be effective on the date of the birth, adoption, or placement for adoption. However, advance payments of any Advanced Premium Tax Credit and cost-sharing reductions, if applicable, are not effective until the first day of the following month, unless the birth, adoption, or placement as a foster child or for adoption occurs on the first day of the month. The effective date for court-ordered eligible Child coverage will be determined in accordance with the provisions of the court order.
4. You were not previously a U.S. citizen(s), national(s), or lawfully present in the U.S. and gain such status.



5. Your enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous as evaluated and determined by the Exchange and/or Blue Cross and Blue Shield, as appropriate.
6. You adequately demonstrate to the Exchange that the QHP in which you are enrolled substantially violated a material provision of its contract in relation to you.
7. You are determined newly eligible or newly ineligible for an Advanced Premium Tax Credit or have a change in eligibility for cost-sharing reductions, regardless of whether you are already enrolled in a QHP.

For purposes of this Special Enrollment Periods/Effective Dates of Coverage section, "Premium Tax Credit" means a refundable premium tax credit you may receive for taxable years ending after December 31, 2013, to the extent provided for under applicable law, where the credit is meant to offset all or a portion of the premium paid by you for coverage obtained through an Exchange during the preceding calendar year.

8. You gain access to new QHPs as a result of a permanent move.
9. You are an Indian, as defined by section 4 of the Indian Health Care Improvement Act. You may enroll yourself and/or your Eligible dependents' in a QHP or change from on QHP to another one time per month.
10. You demonstrate to the Exchange, in accordance with applicable regulatory guidelines, that you meet other exceptional circumstances as the Exchange may provide.
11. Divorce or legal separation. Your coverage will be effective no later than the first day of the month coinciding with or next following your divorce or legal separation date.
12. A dependent is no longer considered a dependent under the plan because of age, work, or school status.
13. Loss of coverage due to moving out of the QHP--issuer network service area.
14. Loss of coverage because benefits are no longer offered by the QHP--issuer to the class of similarly situated individuals.
15. Such other events required by applicable law.

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

**This provision "SPECIAL ENROLLMENT PERIODS" is subject to change by the Exchange, Blue Cross and Blue Shield, and/or applicable law or regulatory guidance, as appropriate.**

## **WHO IS NOT ELIGIBLE**

Eligibility for this coverage will be determined by the Exchange in accordance with applicable law. For questions regarding eligibility, refer to [www.healthcare.gov](http://www.healthcare.gov).

## **PAYMENT OF PREMIUMS**

The required premiums are determined and established by Blue Cross and Blue Shield based on many factors, such as the age, place of residence, tobacco use and the number of eligible dependents covered under this Policy.

- a. Premiums are due and payable on the due date.
- b. 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 and any eligible dependent children at the time coverage is applied for, as permitted by law.
- c. 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:
  1. whenever the benefits of this Policy are increased, which may occur whenever required by law or whenever Blue Cross and Blue Shield gives notice of an increase in benefits;
  2. whenever the number of persons covered under this Policy is changed;
  3. whenever you move your residence from one geographical rating area to another.
  4. whenever there a change in you or your eligible dependent's Tobacco Use.

For the purposes of this Payment of Premium section, Tobacco Use means use of tobacco on average four or more times per week within no longer than the past 6 months. This includes all tobacco products, except that Tobacco Use does not include religious or ceremonial use of tobacco.

- d. 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.
- e. 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 the 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 and/or the Exchange 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.

- f. 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 covered family members 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 grace period, then coverage under this Policy will automatically terminate on the last day of the first month of the grace period. The time periods during which your claims will be pended are subject to change as permitted by applicable law, regulation or guidance.

During the grace period in the event you are receiving an Advanced Premium Tax Credit, 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 or regulatory guidance.

The Affordable Care Act (ACA) requires that covered entities providing health insurance ("health insurer") pay an annual fee to the federal government (the "Health Insurer Fee"). The amount of this fee for a calendar year will be determined by the federal government and currently involves a formula based in part on a health insurer's net premiums from the preceding calendar year. In addition, ACA and/or other applicable laws may provide for the establishment of temporary transitional reinsurance program(s) that may be funded by reinsurance contributions or other amounts (collectively, the "Reinsurance Fees or Amounts") from health insurance issuers and/or self-funded group health plans. Federal and/or state governments may provide information as to how the Reinsurance Fees or Amounts are calculated. Your premium will be adjusted to reflect the effects of the Health Insurer Fees and the Reinsurance Fees or Amounts, if any.

Blue Cross and Blue Shield 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.**

## REINSTATEMENT

If any premium is not paid within the time granted you for payment, a subsequent acceptance of premium by Blue Cross and Blue Shield and/or the Exchange or by any agent duly authorized by Blue Cross and Blue Shield or by the Exchange to accept such premium, without requiring an application for reinstatement in connection with the premium payment, shall reinstate the Policy. However, if Blue Cross and Blue Shield and/or the Exchange or such agent requires an application for reinstatement and issues a conditional receipt for the premium given, the Policy will be reinstated upon approval of such application by Blue Cross and Blue Shield and/or the Exchange or, lacking such approval, upon the 45th day following the date of such conditional receipt unless Blue Cross and Blue Shield and/or the Exchange has previously notified you in writing of its disapproval of such application.

The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such illness as may begin more than 10 days after such date. In all other respects you will have the same rights as you had under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed and attached hereto in connection with reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

During the term of this Policy, if you are activated for military service and become eligible for a federal government-sponsored program as a result of that activation, you (and your covered dependents if you have Family Coverage) may not be denied reinstatement of this Policy after your discharge unless the discharge is under less than honorable conditions or you are no longer an Illinois resident.

## TERMINATION OF COVERAGE

Blue Cross and Blue Shield will not terminate coverage for any member based solely on the member's health status or health care needs.

If Blue Cross and Blue Shield terminates this Policy for any reason, Blue Cross and Blue Shield will provide you and the Exchange with a notice of termination of coverage that includes the termination effective date and 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.

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

1. You terminate your coverage under this Policy, 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 the purposes of this section, reasonable notice is defined as 14 days from the requested effective date of termination.

The last day of coverage will be:

- The termination date specified by you, if you provide reasonable notice;
  - 14 days after the termination is requested by you, if you do not provide reasonable notice; or
  - On a date determined by Blue Cross and Blue Shield, if Blue Cross and Blue Shield is able to effectuate termination in 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 termination effective date.
  3. When Blue Cross and Blue Shield does not receive the full amount of the premium payment on time or when there is a bank draft failure of premiums for your and/or your eligible family members' coverage, and
    - 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 services rendered to you and/or your eligible dependents in the second and third months of the grace period. Or,
    - in the event you are not receiving an Advanced Premium Tax Credit, after the 31-day grace period (described above) 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. For additional information, see the definition of "Rescission" 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.

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

Benefits will not be provided for any services or supplies received after the date coverage terminates under this Policy, unless specifically stated otherwise in this Policy. 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 TERMINATION**

If you are an Inpatient at the time your coverage under this Policy is terminated, benefits will be provided for, and limited to, the Covered Services which are provided by and regularly charged for by a Hospital, Skilled Nursing Facility, Substance Use Disorder Treatment Facility, Residential Treatment Center, Partial Hospitalization Treatment Program or Coordinated Home Care Program. Benefits will be provided until you are discharged or until you reach any maximum benefit amount which may apply, whichever occurs first. No other benefits will be provided after your coverage under this Policy is terminated.

#### **EXTENSION OF BENEFITS FOR DEPENDENT STUDENTS DUE TO A MEDICAL LEAVE OF ABSENCE**

Coverage will continue under the Policy for a dependent who is unable to maintain full-time student status as a result of a medically necessary leave of absence or any other change in enrollment, provided that:

- The dependent is enrolled under this Policy on the basis of being a student at a post-secondary educational institution; and
- The dependent was covered immediately before the first day of the medically necessary leave of absence or other change in enrollment; and
- The dependent child's treating Physician provides to Blue Cross and Blue Shield a written certification stating that the child is suffering from a serious illness or injury and that the leave of absence or other change in enrollment is medically necessary.

Coverage for such a dependent may be continued under the Policy until the date that is the earlier of:

- One year after the first day of the medically necessary leave of absence or other change in enrollment; or
- The date on which such coverage would otherwise terminate under the terms of the Policy.

The first day of the medically necessary leave of absence will be documented as the date indicated by the Physician in the written certification on which the medical leave or other enrollment change is to begin.

#### **CONTINUITY OF CARE**

If you are a covered person under the care of a Participating Provider who stops participating in the Participating Provider Option 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 the Provider remains within the network service area and your Provider agrees, you may be able to continue receiving Covered Services with that Provider, at the Participating Provider benefit level, for the following:

- 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 Chemotherapy, radiation therapy, or post-operative visits for a serious acute disease or condition);

- 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);
- An Ongoing Course of Treatment for the second and third trimester of pregnancy through the postpartum period; or
- An Ongoing Course of Treatment for a health condition of which a treating Provider attests that discontinuing care by the Participating 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 from the date of the notice to the covered person of the Provider's disaffiliation from the Network, or if the covered person 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 covered person whose Provider is not Participating, but is within the network service area, you are able to continue receiving Covered Services with that Provider at the Participating Provider benefit level to continue an Ongoing Course of Treatment as stated above, during a transition.

Continuity coverage for a new covered person shall continue until the treatment is complete but will not extend for more than ninety (90) days from the effective date of enrollment, or if the covered person 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.

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.

#### **CHILD-ONLY COVERAGE**

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

- The parent or legal guardian is not covered and is not eligible for benefits under this health care plan.
- **If a child covered under this plan acquires a new eligible child of his/her own, the new eligible child may be enrolled in his/her own plan coverage if application for coverage is made within 30 days.**
- 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 the Plan and the Exchange, as appropriate. For any child under 18 covered under this health care plan, any obligations set forth in this Plan, 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 that has attained age 21 as of the beginning of the plan year. Adult children (at least 18 years of age but no older than 20 years of age) who are applying as the enrollee under this plan must apply for their own individual plan and must sign or authorize the application(s).

## BENEFIT INFORMATION

You have chosen a Blue Cross and Blue Shield benefit program for the administration of your Hospital and Physician benefits and all other Covered Services that provides you access to independently contracted Providers participating in the Blue Choice Preferred PPO<sup>SM</sup> network. This program of health care benefits is designed to provide you with economic incentives for receiving Covered Services from designated, Participating Providers.

As a participant in this benefit program, a directory of Providers participating in the Blue Choice Preferred PPO<sup>SM</sup> network will be available to you. You can visit the Blue Cross and Blue Shield of Illinois website at [www.bcbsil.com](http://www.bcbsil.com) for a list of independently contracted Participating Hospitals. While there may be changes in the directory from time to time, selection of Providers by Blue Cross and Blue Shield will continue to be based upon the range of services, geographic location and cost-effectiveness of care. Notice of changes in the network will be provided to you annually, or as required, to allow you to make selection within the network. However, you are urged to check with your Provider before undergoing treatment to make certain of its participation status. Although you can go to the Hospital or Professional Provider of your choice, benefits under this benefit program will be greater when you receive services of a Participating Provider.

Before reading the description of your benefits, you should understand the terms described below.

### BENEFIT PERIOD

The Benefit Period is the period beginning on the Coverage Date and ending on the Termination Date.

### YOUR DEDUCTIBLES

Each calendar year you must satisfy the Deductible amount(s) specified on the Schedule Page of this Policy for Covered Services. In other words, after you have claims for Covered Services for more than the Deductible amount in a calendar year, your benefits will begin. This Deductible will be referred to as the calendar year Deductible.

Each time you are admitted to a Hospital or Non-Plan Hospital, you must satisfy the Inpatient Copayment amount (if applicable) specified on the Schedule Page of this Policy. This Copayment is in addition to your calendar year Deductible. This Deductible will be referred to as the Inpatient Hospital Deductible.

Each time you receive Covered Services for Outpatient Surgery in a Hospital, you must satisfy the Outpatient Surgical Deductible amount (if applicable) specified on the Schedule Page of this Policy. This Deductible is in addition to your calendar year Deductible.

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

**These Deductible amounts are subject to change or increase as permitted by applicable law.**

In any case, should two (2) or more members of your family ever receive Covered Services as a result of injuries received in the same accident; only one calendar year Deductible will be applied against those Covered Services.

### TRANSITION OF CARE BENEFITS

If you are a new covered person 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 Network, but is within the Network'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. 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.

If you are a current covered person under the care of a Participating Provider 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 Provider leaves the Network, you may request the option of continuity of care benefits as described in the Continuity of Care provision in the COVERAGE AND PREMIUM INFORMATION Section of this Policy.

You must submit a written request to Blue Cross and Blue Shield for continuity of care benefits after receiving notification of your Provider's termination. Blue Cross and Blue Shield may authorize continuity of care benefits for a period up to 90 days from the date of the notice to the covered person of the Provider's termination from the Network.

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.

## PREAUTHORIZATION REQUIREMENTS

Preauthorization is a requirement that you must obtain authorization from Blue Cross and Blue Shield before you receive a certain type of Covered Services designated by Blue Cross and Blue Shield in order to be eligible for maximum benefits. However, for inpatient Hospital facility services, your Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on Blue Cross and Blue Shield's contractual agreement with the Provider, and the member will be held harmless for the Provider sanction. For additional information about prior authorization for services outside of our service area, see the section entitled, " THE BLUECARD® PROGRAM."

Failure to contact Blue Cross and Blue Shield or to comply with the determinations of Blue Cross and Blue Shield will result in a reduction in benefits. These reductions in benefits are in addition to the applicable Copayments, Coinsurance, Deductibles and out-of-pocket limit amounts. Providers may bill you for any reduction in payment resulting from failure to contact Blue Cross and Blue Shield or to comply with the determinations of Blue Cross and Blue Shield. We encourage you to call ahead. The pre-notification toll-free telephone number is on your Blue Cross and Blue Shield identification card. Please read the provisions below very carefully.

The provisions of this section do not apply to the treatment of Mental Illness and Substance Use Disorder Treatment. The provisions for the treatment of Mental Illness and Substance Use Disorder Treatment are specified in the BLUE CROSS AND BLUE SHIELD BEHAVIORAL HEALTH UNIT section of this Policy.

### INPATIENT SERVICE PREAUTHORIZATION REVIEW

- **Inpatient Hospital Preadmission Review**

**Inpatient Hospital Preadmission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Policy.**

Whenever a nonemergency or non-maternity Inpatient Hospital admission is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to the scheduling of the Hospital admission and the performance of any preadmission tests.

The Hospital and your Physician will be advised with a follow-up notification letter sent to you, your Physician and the Hospital. Blue Cross and Blue Shield will issue these notification letters promptly or not later than 15 calendar days within receipt of the request. However, in some instances, these letters will not be received prior to your scheduled date of admission.

- **Emergency Admission Review**

**Emergency Admission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Policy.**

In the event of an emergency admission, you or someone who calls on your behalf, must, in order to receive maximum benefits under this Policy, notify Blue Cross and Blue Shield no later than two business days or as soon as reasonably possible after the admission has occurred. If the call is made any later than the specified time period, you will not receive maximum benefits.

- **Maternity Admission Review**

**Maternity Admission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Policy.**

In the event of a maternity admission, you or someone who calls on your behalf must, in order to receive maximum benefits under this Policy, notify Blue Cross and Blue Shield no later than two business days after the admission has occurred in order to have the Inpatient Hospital admission reviewed. If the call is made any later than the specified time period, you will not be eligible for maximum benefits.

Even though you are not required to call Blue Cross and Blue Shield prior to your maternity admission, if you call Blue Cross and Blue Shield as soon as you find out you are pregnant, Blue Cross and Blue Shield will begin to monitor your case. When you contact Blue Cross and Blue Shield, you will be asked to answer a series of questions regarding your pregnancy. Blue Cross and Blue Shield will provide you with educational materials which will be informative for you and which you may want to discuss with your Physician. A letter will be sent to your Physician stating that you contacted Blue Cross and Blue Shield. Blue Cross and Blue Shield will monitor your case and will be available should you have questions about your maternity benefits.

- **Skilled Nursing Facility Preadmission Review**



**Skilled Nursing Facility Preadmission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever an admission to a Skilled Nursing Facility is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to the scheduling of the admission. When you call Blue Cross and Blue Shield, a case manager may be assigned to you for the duration of your care.

- **Coordinated Home Care Program Preadmission Review**

**Coordinated Home Care Program Preadmission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever an admission to a Coordinated Home Care Program is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to the scheduling of the admission. When you call Blue Cross and Blue Shield, a case manager may be assigned to you for the duration of your care.

- **Home Infusion Therapy Review**

**Home Infusion Therapy Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever Home Infusion Therapy is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to receiving services. When you call Blue Cross and Blue Shield, a case manager may be assigned to you for the duration of your care.

- **Private Duty Nursing Service Review**

**Private Duty Nursing Service Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever Private Duty Nursing Service is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to receiving services. When you call Blue Cross and Blue Shield, a case manager may be assigned to you for the duration of your care.

- **Hospice Care Program Service Review**

**Hospice Care Program Service Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever Hospice Care Program Service is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least one business day prior to receiving services. When you call Blue Cross and Blue Shield, a case manager may be assigned to you for the duration of your care.

## **TRANSFER INPATIENT SERVICE PREAUTHORIZATION REVIEW**

Prior to a Physician recommended admission to a Skilled Nursing Facility, a rehabilitation facility, or a long term acute care facility after transferring from an Inpatient facility where you were receiving acute care, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made prior to the scheduling of your admission.

In the event of an emergency admission after transferring from an Inpatient facility where you were receiving acute care, you or someone who calls on your behalf, must, in order to receive maximum benefits under this Policy, notify Blue Cross and Blue Shield no later than two business days or as soon as reasonably possible after the admission has occurred. If the call is made any later than the specified time period, you will not receive maximum benefits.

Prior to receiving services for the following Physician recommended service(s) after transferring from an Inpatient facility where you were receiving acute care, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made prior to you receiving these services:

- Coordinated Home Care Program
- Home Infusion Therapy
- Partial Hospitalization

- Private Duty Nursing
- Hospice Care Program Service

### **FAILURE TO NOTIFY FOR INPATIENT SERVICES**

The final decision regarding your course of treatment is solely your responsibility and Blue Cross and Blue Shield will not interfere with your relationship with any Provider. However, Blue Cross and Blue Shield has established preauthorization requirements for the specific purpose of assisting you while you determine the course of treatment which will maximize your benefits provided under this Policy.

Should you fail to notify Blue Cross and Blue Shield as required in the Inpatient Service Preauthorization Review provision of this section for Inpatient Covered Services received from a Participating Provider, you will then be responsible for the first \$1,000 or 50%, whichever is less, of the Hospital or facility charges for an eligible stay or the first \$1,000 or 50%, whichever is less, of the charges for eligible Covered Services in addition to any Deductibles, Copayments and/or Coinsurance applicable to this Policy. For Inpatient Covered Services received from a Non-Participating Provider, you will be responsible for the first \$500 should you fail to notify Blue Cross and Blue Shield in addition to any Deductibles, Copayments and/or Coinsurance applicable to this Policy. This amount shall not be eligible for later consideration as an unreimbursed expense under any benefit section of this Policy nor can it be applied to your out-of-pocket expense limit, if applicable to this Policy.

### **OUTPATIENT SERVICE PREAUTHORIZATION REVIEW**

**Outpatient Service Preauthorization Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

Whenever the following Outpatient procedures/service(s) is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least 2 business days prior to receiving services:

- Molecular Genetic Testing
- Coordinated Home Care Program services
- Home Hemodialysis
- Home Hospice
- Home Infusion Therapy
- All home health services
- Outpatient Infusion Drugs
- Private Duty Nursing
- Transplant Evaluations
- Radiation Therapy

#### **Cardiac (Heart Related):**

- Diagnostic Heart Catheterization
- Cardiac Advanced Imaging Services: MRI, Magnetic Resonance Angiogram (MRA), PET, PET-CT, CT, Computed Tomography Angiography (CTA), Nuclear Medicine
- Lipid Apheresis;

#### **Ears, Nose and Throat (ENT):**

- Bone Conduction Hearing Aids
- Cochlear Implant
- Nasal and Sinus Surgery

#### **Gastroenterology (Stomach):**

- Gastric Electrical Stimulation (GES)

**Neurological:**

- Deep Brain Stimulation
- Sacral Nerve Neuromodulation/Stimulation
- Vagus Nerve Stimulation (VNS)

**Orthopedic (Musculoskeletal):**

- Artificial Intervertebral Disc
- Autologous Chondrocyte Implantation (ACI) for Focal Articular Cartilage Lesions
- Femoroacetabular Impingement (FAI) Syndrome
- Functional Neuromuscular Electrical Stimulation (FNMES)
- Lumbar Spinal Fusion
- Joint and Spine Surgery
- Meniscal Allografts and Other Meniscal Implants
- Orthopedic applications of Stem-Cell Therapy

**Pain Management:**

- Occipital Nerve Stimulation
- Interventional Pain Management
- Surgical Deactivation of Headache Trigger Sites
- Percutaneous and Implanted Nerve Stimulation and Neuromodulation
- Spinal Cord Stimulation

**Radiology:**

- Advanced Imaging Services: MRI, Magnetic Resonance Angiogram (MRA), PET, PET-CT, CT, Computed Tomography Angiography (CTA), Nuclear Medicine (including Cardiology)

**Sleep Medicine:**

- Diagnostic Attended Sleep Studies

**Surgical Procedures:**

- Orthognathic Surgery; Face reconstruction
- Mastopexy; Breast lift
- Reduction Mammoplasty; Breast Reduction

**Wound Care:**

- Hyperbaric Oxygen (HBO2) Therapy

**Non-Emergency Fixed-Wing Ambulance Transportation:**

- Non-Emergency Fixed-Wing Ambulance Transportation. Please refer to the definition of “Non-Emergency Fixed-Wing Ambulance Transportation” in the DEFINITIONS section of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

Whenever the following Outpatient service(s) received by a Non-Participating Provider is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call Blue Cross and Blue Shield. This call must be made at least 2 business days prior to receiving services:

- Dialysis
- Elective Surgery

Please call the number on the back of your identification card for additional information prior to scheduling of the planned Outpatient service.

If an Inpatient emergency Hospital admission occurs after an Outpatient service, in order to receive maximum benefits under this Policy, an additional call must be made to Blue Cross and Blue Shield.

For specific details about the Preauthorization requirement for any of the above referenced Outpatient services, please call the customer service number on the back of your identification card. We reserve the right to no longer require Preauthorization during your Benefit Period for any or all of the listed services. Updates to the list of services requiring Preauthorization may be confirmed by calling the customer service number.

## **CASE MANAGEMENT**

After your case has been evaluated, you may be assigned a case manager. In some cases, if your condition would require care in a Hospital or other health care facility, the case manager may recommend an alternative treatment plan. If you and your Physician choose the alternative treatment plan, then alternative benefits will be provided as described in this Policy.

The case manager will continue to monitor your case for the duration of your condition. The total maximum payment for alternative services shall not exceed the total benefits for which you would otherwise be entitled under this Policy.

Provision of alternative benefits in one instance shall not result in an obligation to provide the same or similar benefits in any other instance. In addition, the provision of alternative benefits shall not be construed as a waiver of any of the terms, conditions, limitations, and exclusions of this Policy.

## **LENGTH OF STAY SERVICE REVIEW**

**Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy.**

**Upon completion of the preadmission or emergency admission review, Blue Cross and Blue Shield will send you a letter confirming that you or your representative called Blue Cross and Blue Shield. A letter assigning a length of service or length of stay will be sent to your Physician and/or the Hospital.**

An extension of the length of stay/service will be based solely on whether continued Inpatient care or other health care service is Medically Necessary. In the event that the extension is determined not to be Medically Necessary, the coverage for the length of stay/service will not be extended, and the case will be referred to a Blue Cross and Blue Shield Physician for review.

## **MEDICALLY NECESSARY DETERMINATION**

The decision that Inpatient care or other health care services or supplies are not Medically Necessary will be based on generally accepted medical standards. Should the Blue Cross and Blue Shield Physician concur that the Inpatient care or other health care services or supplies are not Medically Necessary, written notification of the decision will be provided to you, your Physician, and/or the Hospital or other Provider, and will specify the dates that are not in benefit. For further details regarding Medically Necessary care and other exclusions from coverage under this Policy, refer to the section entitled, "EXCLUSIONS — WHAT IS NOT COVERED."

**Blue Cross and Blue Shield does not determine the course of treatment or whether you receive particular health care services. The decision regarding the course of treatment and receipt of particular health care services is a matter entirely between you and your Physician. Blue Cross and Blue Shield's determination of Medically Necessary care is limited to merely whether a proposed admission, continued hospitalization or other health care service is Medically Necessary under this Policy.**

Blue Cross and Blue Shield will make the initial decision whether hospitalization or other health care services or supplies were not Medically Necessary. In most instances, this decision is made by Blue Cross and Blue Shield after you have been hospitalized or have received other health care services or supplies and after a claim for payment has been submitted.

**Remember that your Blue Cross and Blue Shield Policy does not cover the cost of hospitalization or any health care services and supplies that are not Medically Necessary. The fact that your Physician or another health care Provider may prescribe, order, recommend or approve an Inpatient admission or continued Inpatient hospitalization beyond the length of stay authorized by the Blue Cross and Blue Shield Physician does not of itself make such an Inpatient Hospital stay Medically Necessary. Even if your Physician prescribes, orders, recommends, approves or views an Inpatient admission or continued Inpatient hospitalization beyond the length of stay assigned by Blue Cross and Blue Shield as Medically Necessary, Blue Cross and Blue Shield will not pay for an Inpatient admission or continued hospitalization which exceeds the assigned length of stay if Blue Cross and Blue Shield**

**and the Blue Cross and Blue Shield Physician decide an extension of the assigned length of stay is not Medically Necessary.**

However, if you or your Provider disagrees with the determination you have the right to appeal the decision. Please refer to the CLAIM APPEAL PROCEDURES provision in the HOW TO FILE A CLAIM section for additional information.

### **PREAUTHORIZATION PROCEDURE**

When you contact Blue Cross and Blue Shield, you should be prepared to provide the following information:

- a. the name of the attending and/or admitting Physician;
- b. the name of the Hospital where the admission has been scheduled and/or the location where the service has been scheduled;
- c. the scheduled admission and/or service date; and
- d. a preliminary diagnosis or reason for the admission and/or service.

When you contact Blue Cross and Blue Shield, We:

- a. will review the medical information provided and may follow up with the Provider;
- b. may determine that the services to be rendered are not Medically Necessary.

For specific details about the preauthorization requirement for the above referenced Outpatient services, please call the customer service number on the back of your identification card. We reserve the right to no longer require Preauthorization during the calendar year for any or all of the above listed Outpatient services. The complete list of Covered Services requiring preauthorization review is subject to review and change by Blue Cross and Blue Shield. We encourage you to call the customer service number on your Blue Cross and Blue Shield identification card to verify preauthorization requirements.

### **APPEAL PROCEDURE**

If you or your Physician disagree with the determination of Blue Cross and Blue Shield prior to or while receiving services, that decision may be appealed by contacting Blue Cross and Blue Shield.

In some instances, the resolution of the appeal process will not be completed until your admission or service has occurred and/or your assigned length of stay/service has elapsed. If you disagree with a decision after claim processing has taken place or upon receipt of the notification letter from Blue Cross and Blue Shield, you may appeal that decision by having your Physician call the contact person indicated in the notification letter or by submitting a written request to:

Blue Cross and Blue Shield of Illinois  
P.O. Box 3122  
Naperville, Illinois 60566-9744

You must exercise the right to this appeal as a precondition to taking any action against Blue Cross and Blue Shield, either at law or in equity.

Additional information about appeals procedures is set forth in the CLAIM APPEAL PROCEDURES provision of the **HOW TO FILE A CLAIM** section of this Policy.

## **BLUE CROSS AND BLUE SHIELD BEHAVIORAL HEALTH UNIT**

The Blue Cross and Blue Shield Behavioral Health Unit has been established to assist in the administration of Mental Illness and Substance Use Disorder Treatment benefits, including Preauthorization review, Emergency Mental Illness or Substance Use Disorder Admission review and length of stay/service review for your Inpatient Hospital admissions and/or Outpatient services for the treatment of Mental Illness and Substance Use Disorder.

Failure to contact the Behavioral Health Unit or to comply with the determinations of the Behavioral Health Unit may result in a reduction of benefits. These reductions in benefits are in addition to the applicable Copayments, Coinsurance, Deductibles and out-of-pocket limit amounts. Providers may bill you for any reduction in payment resulting from failure to contact Blue Cross and Blue Shield or to comply with the determinations of Blue Cross and Blue Shield. We encourage you to call ahead. The Behavioral Health Unit may be reached twenty-four (24) hours a day, seven (7) days a week at the toll-free telephone number 1-800-851-7498. Please read the provisions below very carefully.

**You are responsible for satisfying Preauthorization requirements. This means that you must ensure that you, your family member, your Behavioral Health Practitioner or Provider of Services must comply with the guidelines below. Failure to Preauthorize services will require additional steps and/or benefit reductions as described in the provision entitled FAILURE TO PREAUTHORIZE OR NOTIFY.**

### **PREADMISSION REVIEW**

- **Inpatient Hospital Preadmission Review**

**Inpatient Hospital Preadmission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy.**

Whenever a nonemergency Inpatient Hospital admission for the treatment of Mental Illness or Substance Use Disorder is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call the Behavioral Health Unit. This call must be made at least one business day prior to the scheduling of the Hospital admission and the performance of any preadmission tests.

If the proposed Hospital admission does not meet the criteria for Medically Necessary care, it will be referred to a Physician in the Behavioral Health Unit. If the Behavioral Health Unit Physician concurs that the proposed admission does not meet the criteria for Medically Necessary care, some days or the entire hospitalization will be denied.

Your Physician and the Hospital will be advised of the determination, with a follow-up notification letter sent to you, your Physician and the Hospital. The Behavioral Health Unit will issue these notification letters promptly or no later than 15 calendar days within receipt of the request. However, in some instances, these letters will not be received prior to your scheduled date of admission.

- **Residential Treatment Center Preadmission Review**

**Residential Treatment Center Preadmission Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Policy.**

Whenever an admission to a Residential Treatment Center is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call the Behavioral Health Unit. This call must be made at least one business day prior to the scheduling of the admission. When you call the Behavioral Health Unit, a case manager may be assigned to you for the duration of your care.

- **Emergency Mental Illness Admission and Substance Use Disorder Review**

**Emergency Mental Illness Admission and Substance Use Disorder Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy.**

In the event of an Emergency Mental Illness or Substance Use Disorder Admission, you or someone who calls on your behalf must, in order to receive maximum benefits under this Policy, notify the Behavioral Health Unit no later than two business days after the admission has occurred or as soon as reasonably possible. If the call is made any later than the specified time period, you will not be eligible for maximum benefits.

- **Partial Hospitalization Treatment Program Review**

**Partial Hospitalization Treatment Program Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy.**

Whenever an admission to a Partial Hospitalization Treatment Program is recommended by your Physician, you must, in order to receive maximum benefits under this Policy, call the Behavioral Health Unit. This call must be made at least one (1) business day prior to the scheduling of the admission.

In order to receive maximum benefits under this Policy, you must Preauthorize your treatment of Mental Illness or Substance Use Disorder Treatment by calling the Behavioral Health Unit. Participating and Non-Participating Providers may Preauthorize services for you, when required, but it is your responsibility to ensure Preauthorization requirements are satisfied. This call must be made at least one (1) business day prior to the scheduling of the Partial Hospitalization Treatment Program. The Behavioral Health Unit will obtain information regarding the service(s) and may discuss proposed treatment with your Behavioral Health Practitioner.

If an Inpatient Emergency Mental Illness or Substance Use Disorder Admission occurs after Outpatient service(s), in order to receive maximum benefits under this Policy, an additional call must be made to the Behavioral Health Unit for an Emergency Mental Illness or Substance Use Disorder Admission review.

- **Length of Stay/Service Review**

**Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy.**

Upon completion of the preadmission or emergency review, the Behavioral Health Unit will send you a letter confirming that you or your representative called the Behavioral Health Unit. A letter assigning a length of service or length of stay will be sent to your Behavioral Health Practitioner and/or the Hospital.

An extension of the length of stay/service will be based solely on whether continued Inpatient care or other health care service is Medically Necessary as determined by the Behavioral Health Unit. In the event that the extension is determined not to be Medically Necessary, the length of stay/service will not be extended, and the case will be referred to a Behavioral Health Unit Physician for review.

- **Outpatient Service Preauthorization Review**

**Outpatient Service Preauthorization Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Policy, if any.**

In order to receive maximum benefits under this Policy for Outpatient services for the treatment of Mental Illness or Substance Use Disorder, you must Preauthorize the following Outpatient service(s) by calling the Behavioral Health Unit:

- Psychological testing or neuropsychological testing in some cases (Blue Cross and Blue Shield will notify your provider if Preauthorization is required for these testing services)
- Electroconvulsive therapy
- Intensive Outpatient Programs
- Repetitive Transcranial Magnetic Stimulation
- Applied behavior analysis (ABA) services (Please see coverage details as described in the Autism Spectrum Disorder(s) provision under the SPECIAL CONDITIONS section of this Policy.)

Participating and Non-Participating Providers may Preauthorize services for you, when required, but it is your responsibility to ensure Preauthorization requirements are satisfied. This call must be made at least one (1) business day prior to scheduling of the planned Outpatient service. The Behavioral Health Unit will obtain information regarding the Outpatient service(s) and may discuss proposed treatment with your Behavioral Health Practitioner.

If an Inpatient Emergency Mental Illness or Substance Use Disorder Admission occurs after an Outpatient service, in order to receive maximum benefits under this Policy, an additional call must be made to the Behavioral Health Unit for an Emergency Mental Illness or Substance Use Disorder Admission review.

## **FAILURE TO NOTIFY**

The final decision regarding your course of treatment is solely your responsibility and the Behavioral Health Unit will not interfere with your relationship with any Provider. However, the Behavioral Health Unit has been established for the specific purpose of assisting you in maximizing your benefits provided under this Policy.

Should you fail to notify the Behavioral Health Unit as required in the Preadmission Review provision of this section for Inpatient Covered Services received from a Participating Provider, you will then be responsible for the first \$1,000 or 50%, whichever is less, of the Hospital or facility charges for an eligible stay or the first \$1,000 or 50%, whichever is less, of the

charges for eligible Covered Services in addition to any Deductibles, Copayments and/or Coinsurance applicable to this Policy. For Inpatient Covered Services received from a Non-Participating Provider, you will be responsible for the first \$500 should you fail to notify the Behavioral Health Unit in addition to any Deductibles, Copayments and/or Coinsurance applicable to this Policy. This amount shall not be eligible for later consideration as an unreimbursed expense under any benefit section of this Policy nor can it be applied to your out-of-pocket expense limit, if applicable to this Policy.

There is no penalty for failure to preauthorize Outpatient behavioral health services.

### **MEDICALLY NECESSARY DETERMINATION**

The decision that Inpatient Hospital admission, Outpatient service, or other health care services or supplies are not Medically Necessary will be determined by the Behavioral Health Unit. If the Behavioral Health Unit Physician concurs that the Inpatient Hospital admission, Outpatient service, or other health care service care or supplies does not meet the criteria for Medically Necessary care, some days, services, or the entire hospitalization will be denied and Blue Cross and Blue Shield will not be responsible for any related Hospital or other health care service or supply charge incurred. Your Behavioral Health Practitioner and in the case of an Inpatient Hospital admissions, the Hospital, will be advised by telephone of this determination, with a follow-up notification letter sent to you, your Behavioral Health Practitioner and the Hospital, and will specify the dates, services or supplies that are not considered Medically Necessary. The Behavioral Health Unit will issue these notification letters promptly. However, in some instances, these letters will not be received prior to your scheduled date of admission or service. For further details regarding Medically Necessary care and other exclusions from coverage under this Policy, see the provision entitled, "EXCLUSIONS—WHAT IS NOT COVERED."

**The Behavioral Health Unit does not determine your course of treatment or whether you receive particular health care services. The decision regarding the course of treatment and receipt of particular health care services is a matter entirely between you and your Behavioral Health Practitioner. The Behavioral Health Unit's determination of Medically Necessary care is limited to merely whether a proposed admission, continued hospitalization or other health care service is Medically Necessary under this Policy.**

**Remember that your Blue Cross and Blue Shield Policy does not cover the cost of hospitalization or any health care services and supplies that are not Medically Necessary. The fact that your Behavioral Health Practitioner or another health care Provider may prescribe, order, recommend or approve a Hospital stay or other health care service or supply does not of itself make such hospitalization, service or supply Medically Necessary. Even if your Behavioral Health Practitioner prescribes, orders, recommends, approves, or views hospitalization or other health care services or supplies as Medically Necessary, Blue Cross and Blue Shield will not pay for the hospitalization, services or supplies if the Behavioral Health Unit Physician decides they were not Medically Necessary.**

However, if you or your Provider disagrees with the determination you have the right to appeal the decision. Please refer to the CLAIM APPEAL PROCEDURES section for additional information.

### **BEHAVIORAL HEALTH UNIT PROCEDURE**

When you contact the Behavioral Health Unit, you should be prepared to provide the following information:

- a. the name of the attending and/or admitting Provider;
- b. the name of the Hospital or facility where the admission and/or service has been scheduled, when applicable;
- c. the scheduled admission and/or service date; and
- d. a preliminary diagnosis or reason for the admission and/or service.

When you contact the Behavioral Health Unit, the Behavioral Health Unit:

- a. will review the medical information provided and follow-up with the Behavioral Health Practitioner or Provider;
- b. may determine that the services to be rendered are not Medically Necessary.

### **APPEAL PROCEDURE**

If you or your Behavioral Health Practitioner disagree with the determination of the Behavioral Health Unit prior to or while receiving services, that decision may be appealed by contacting the Behavioral Health Unit.

In some instances, the resolution of the appeal process will not be completed until your admission or service has occurred and/or your assigned length of stay/service has elapsed. If you disagree with a decision after claim processing has taken



place or upon receipt of the notification letter from the Behavioral Health Unit, you may appeal that decision by having your Behavioral Health Practitioner call the contact person indicated in the notification letter or by submitting a written request to:

Blue Cross and Blue Shield of Illinois  
P.O. Box 3122  
Naperville, Illinois 60566-9744

You must exercise the right to this appeal as a precondition to taking any action against Blue Cross and Blue Shield, either at law or in equity.

Additional information about appeals procedures is set forth in the CLAIM APPEALS PROCEDURES provision of the **HOW TO FILE A CLAIM** section of this Policy.

#### **INDIVIDUAL BENEFITS MANAGEMENT PROGRAM (“IBMP”)**

In addition to the benefits described in this Policy, if your condition would otherwise require continued care in a Hospital or other health care facility, provision of alternative benefits for services rendered by a Participating Provider in accordance with an alternative treatment plan may be available to you.

Alternative benefits will be provided only so long as Blue Cross and Blue Shield determines that the alternative services are Medically Necessary and cost effective. The total maximum payment for alternative services shall not exceed the total benefits for which you would otherwise be entitled under this Policy.

Provision of alternative benefits in one instance shall not result in an obligation to provide the same or similar benefits in any other instance. In addition, the provision of alternative benefits shall not be construed as a waiver of any of the terms, conditions, limitations or exclusions of this Policy.

#### **MEDICARE ELIGIBLE MEMBERS**

The provisions of this Preauthorization program do not apply to you if you are Medicare Eligible and have secondary coverage provided under this Policy.

#### **CASE MANAGEMENT**

You may call the Behavioral Health Unit at the number shown on your identification card to access a case manager. They may answer questions about your behavioral condition, help you understand what to expect when you are discharged from a behavioral health facility to your home or to another care facility and help coordinate special care you may need. The behavioral health care management program is designed to help those with mental health and/or substance use concerns manage the unique challenges of those conditions. A case manager may reach out to you via phone or letter to offer assistance if you are experiencing behavioral health related concerns.

## HOSPITAL BENEFIT SECTION

Expenses for Hospital care are usually the biggest of all health care costs. Your Hospital benefits will help ease the financial burden of these expensive services. This section of your Policy tells you what Hospital services are covered and how much will be paid for each of these services.

As a participant in this benefit program a directory of Participating Hospitals is available to you. You can visit the Blue Cross and Blue Shield of Illinois and/or Exchange website at [www.bcbsil.com](http://www.bcbsil.com) for a list of Participating Hospitals or you can contact customer service and request a copy of the Provider Directory and one will be sent to you. While there may be changes in the directory from time to time, selection of Participating Hospitals by Blue Cross and Blue Shield will continue to be based upon the range of services, geographic location and cost-effectiveness of care. Notice of changes in the network will be provided to you annually, or as required, to allow you to make selections within the Hospital network. However, you are urged to check with your Hospital before undergoing treatment to make certain of its participation status. Although you can go to the Hospital of your choice, Hospital benefits under this benefit program will be greater when you use the services of a Participating Hospital.

The benefits of this section are subject to all of the terms and conditions of this Policy. Please refer to the DEFINITIONS and EXCLUSIONS sections of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

In addition, the benefits described in this section will be provided only when you receive services on or after your Coverage Date and they are rendered upon the direction or under the direct care of your Physician. Such services must be Medically Necessary and regularly included in the Provider's charges. In the case of Inpatient services, you must be admitted to the Hospital or other Provider on or after your Coverage Date. This means that benefits will not be provided for an Inpatient stay if you were admitted prior to your Coverage Date.

Remember, whenever the term "you" or "your" is used, we also mean all eligible family members who are covered under Family Coverage.

### INPATIENT COVERED SERVICES

#### Inpatient Hospital Care

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

- a. Bed, board and general nursing care when you are in:
  - a semi-private room
  - a private room (at the common semi-private room rate)
  - an intensive care unit
- b. Ancillary services (such as operating rooms, drugs, surgical dressings and lab work, x-ray, pathology services, MRI, CT scan and PET scan)

You are also entitled to Inpatient benefits for the diagnosis and/or treatment of Mental Illness and Substance Use Disorder 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 Service or because care in the home is not available or the home is unsuitable for such care.

#### Preadmission Testing

This is a program in which benefits are provided for preoperative tests given to you as an Outpatient to prepare you for Surgery which you are scheduled to have as an Inpatient (provided that benefits would have been available to you had you received these tests as an Inpatient in a Hospital). Benefits will not be provided if you cancel or postpone the Surgery. These tests are considered part of your Inpatient Hospital surgical stay.

#### Partial Hospitalization Treatment

Benefits are available for this program only if it is a Blue Cross and Blue Shield approved program. No benefits will be provided for services rendered in a Partial Hospitalization Treatment Program which has not been approved by Blue Cross and Blue Shield.

## **Inpatient Skilled Nursing Facility Care**

Benefits will be provided for the same services that are available to you as an Inpatient in the Hospital. Benefits will not be provided for services received in an Uncertified Skilled Nursing Facility.

## **Coordinated Home Care**

Benefits will be provided for services received in a Coordinated Home Care Program.

## **Routine Patient Costs for Participants in 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.

## **Rehabilitative Services**

## **BENEFIT PAYMENT FOR INPATIENT HOSPITAL COVERED SERVICES**

After you have met your calendar year Deductible, benefits will be provided as described below.

Each time you are admitted to a Hospital you will also be responsible for the Inpatient Hospital Deductible amount (if applicable) as shown on the Schedule Page of this Policy.

### **Participating Provider**

When you receive Inpatient Covered Services from a Participating Provider, benefits will be provided at the Participating Provider Inpatient Hospital payment level for Participating Providers as shown on the Schedule Page of this Policy. If you are in a private room, but the private room is not Medically Necessary, then benefits will be limited by the Hospital's rate for its most common type of room with two or more beds.

### **Non-Participating Provider**

When you receive Inpatient Covered Services from a Non-Participating Provider, benefits will be provided at the Non-Participating Provider Inpatient Hospital payment level as shown on the Schedule Page of this Policy. If you are in a private room, benefits will be limited by the Hospital's rate for its most common type of room with two or more beds.

### **Emergency Admissions**

If you must be hospitalized in a Non-Participating Hospital immediately following Emergency Accident Care or Emergency Medical Care, benefits will be provided such that you will have no greater cost than you would for the same Covered Services at a Participating Provider Hospital for that portion of your Inpatient Hospital stay during which your condition is reasonably determined to be serious and therefore not permitting your safe transfer to a Participating Hospital or other Participating Provider.

If your condition is serious, you will be unable to transfer from a Non-Participating Hospital to a Participating Hospital. However, when your condition is no longer serious, you must transfer to a Participating Hospital in order to continue to receive benefits at the Participating payment level.

**TO IDENTIFY NON-PARTICIPATING AND PARTICIPATING HOSPITALS OR FACILITIES, YOU SHOULD CONTACT BLUE CROSS AND BLUE SHIELD BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR BLUE CROSS AND BLUE SHIELD IDENTIFICATION CARD OR VISIT THE BLUE CROSS AND BLUE SHIELD WEBSITE AT [WWW.BCBSIL.COM](http://WWW.BCBSIL.COM) FOR A LIST OF PARTICIPATING HOSPITALS.**

## **OUTPATIENT HOSPITAL COVERED SERVICES**

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

### **Outpatient Hospital Covered Services**

- a. **Surgery** and any related Diagnostic Service received on the same day as the Surgery.  
In addition to Surgery in a Hospital, benefits will be provided for Outpatient Surgery performed in an Ambulatory Surgical Facility.
- b. **Radiation therapy treatments**
- c. **Chemotherapy**
- d. **Electroconvulsive Therapy**

- e. **Renal Dialysis Treatments**—these treatments are eligible for benefits if you receive them in a Hospital, a Dialysis Facility or in your home under the supervision of a Hospital or Dialysis Facility.
- f. **Diagnostic Service**—when these services are related to Surgery or Medical Care. Such test include, but are not limited to, x-ray, pathology services, Clinical Laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests, and electromyograms.
- g. **Emergency Accident Care**
- h. **Emergency Medical Care**
- i. **Urgent Care**
- j. **Mammograms**—Benefits for routine mammograms will be provided at the benefit payment level described in the SPECIAL CONDITIONS section of this Policy. Benefits for mammograms, other than routine, will be provided at the same payment level as Outpatient Diagnostic Service.
- k. **Bone Mass Measurement and Osteoporosis**—Benefits will be provided for bone mass measurement and the diagnosis and treatment of osteoporosis.
- l. **Pap Smear Test**—Benefits will be provided for an annual routine cervical smear or Pap smear test for females. Unless otherwise stated, benefits will be provided at the benefit payment level described in the provision entitled, “**Preventive Care Services**” in the SPECIAL CONDITIONS section of this Policy.
- m. **Prostate Test and Digital Rectal Examination**—Benefits will be provided for an annual routine prostate routine prostate-specific antigen test and digital rectal examination for males.
- n. **Ovarian Cancer Screening**—Benefits will be provided for annual ovarian cancer screening for females using CA-125 serum tumor marker testing, transvaginal ultrasound, and pelvic examination.
- o. **Colorectal Cancer Screening**—Benefits will be provided for 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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the provision entitled, “**Preventive Care Services**” in the SPECIAL CONDITIONS section of this Policy.
- p. **Routine Patient Costs for Participants in Approved Clinical Trials**—Benefits for Covered Services for Routine Patients 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.
- q. **Rehabilitative Services**

Please refer to the SPECIAL CONDITIONS section of this Policy for benefits for Preventive Care Services.

## **BENEFIT PAYMENT FOR OUTPATIENT HOSPITAL COVERED SERVICES**

After you have met your calendar year Deductible, benefits will be provided as described below:

Each time you are admitted to a Hospital or Non-Participating Hospital you will also be responsible for the Outpatient Hospital Deductible amount (if applicable) as shown on the Schedule Page of this Policy.

### **Participating Provider**

Benefits will be provided at the benefit payment level described on the Schedule Page of this Policy for Outpatient Covered Services received in a Participating Hospital, Participating Ambulatory Surgical Facility or Participating Dialysis Facility.

### **Non-Participating Provider**

Benefits will be provided at the benefit payment level described on the Schedule Page of this Policy when you receive Outpatient Covered Services in a Non-Participating Hospital.

### **Urgent Care**

Each time you receive Covered Services in an urgent care facility from a Participating Provider, you will be responsible for an urgent care facility Copayment amount (if applicable) specified on the Schedule Page of this Policy. Coverage for any

additional Covered Services received in the urgent care facility will be provided at the payment levels for Outpatient Hospital Covered Services.

### **Emergency Care**

Benefits for Emergency Accident Care will be provided at the benefit payment level described on the Schedule Page of this Policy when you receive Covered Services, that meet the definition of Emergency Accident Care, from either a Participating or Non-Participating or Non-Plan Provider in a Hospital emergency department.

Benefits for Emergency Accident Care will be subject to the Participating Provider calendar year Deductible.

Benefits for Emergency Medical Care will be provided at the benefit payment level described on the Schedule Page of this Policy when you receive Covered Services, that meet the definition of Emergency Medical Care, from either a Participating or Non-Participating Provider in a Hospital emergency department.

Benefits for Emergency Medical Care will be subject to the Participating Provider calendar year Deductible.

Each time you receive Covered Services in an emergency room, you may be responsible for an emergency room per occurrence Copayment (if applicable) specified on the Schedule Page of this Policy. If you are admitted to the Hospital as an Inpatient immediately following emergency treatment, the emergency room per occurrence Copayment will be waived.

However, Emergency Medical Covered Services for the examination and testing of a victim of criminal sexual assault or abuse to determine whether sexual contact occurred, and to establish the presence or absence of sexually transmitted disease or infection, will be paid at 100% of the Eligible Charge whether or not you have met your calendar year Deductible. The emergency room Deductible will not apply.

**These Copayment and Deductible amounts are subject to change or increase as permitted by applicable law or regulatory guidance.**

### **WHEN SERVICES ARE NOT AVAILABLE FROM A PARTICIPATING PROVIDER HOSPITAL**

If you must receive Hospital Covered Services which Blue Cross and Blue Shield has reasonably determined as unavailable from a Participating or Participating Professional Provider, benefits for the Covered Services you receive from a Non-Participating or Non-Participating Professional Provider will be provided such that you will have no greater cost than if you received the Covered Services at a Participating or Participating Professional Provider.

### **BENEFIT DIFFERENTIALS FOR COVERED SERVICES IN HOSPITAL AND FREESTANDING FACILITY**

Benefits for certain Covered Services may vary depending on whether the service was received in a Hospital or a 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. Members' out of pocket expenses may be lower when Covered Services are received in a Freestanding Facility instead of a hospital. Further, these cost differentials, if any, only apply to Participating Provider Claims.

Freestanding Facilities are indicated as such in our Provider Finder at [www.bcbsil.com](http://www.bcbsil.com). You can review the Provider Finder to find Freestanding Facility locations for treatment in your area or you can call the customer service toll-free number on your identification card. Freestanding Facilities may also be referred to as Outpatient Freestanding Facilities.

## PHYSICIAN BENEFIT SECTION

This section of your Policy tells you what services are covered and how much will be paid when you receive care from a Physician or other specified Professional Provider.

The benefits of this section are subject to all of the terms and conditions of this Policy. Please refer to the DEFINITIONS and EXCLUSIONS sections of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

For benefits to be available under this Benefit Section, services must be Medically Necessary and you must receive such services on or after your Coverage Date.

Remember, whenever the term “you” or “your” is used, we also mean all eligible family members who are covered under Family Coverage.

### COVERED SERVICES

#### Surgery

Benefits are available for Surgery performed by a Physician, Podiatrist, or Dentist and for any related Diagnostic Services received on the same day as the Surgery. However, for services performed by a Podiatrist or Dentist, benefits are limited to those surgical procedures which may be legally rendered by them and which would be payable under this Policy had they been performed by a Physician.

Benefits provided for oral Surgery (performed by a Physician or Dentist) are limited to the following services:

- a. surgical removal of complete bony impacted teeth;
- b. excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
- c. surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth provided that the injury occurred on or after your Coverage Date;
- d. 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, or excision of, the temporomandibular joints.

The following services are also part of your surgical benefits:

- a. Sterilization Procedures (even if they are voluntary).

Benefits for sterilization procedures and follow-up services will not be subject to any Deductible, Coinsurance and/or Copayment when such services are received from a Participating Provider.

- b. Anesthesia—if administered at the same time as a covered surgical procedure in a Hospital or Ambulatory Surgical Facility or by a Physician other than the operating surgeon or by a CRNA. However, benefits will be provided for Anesthesia Services administered by oral and maxillofacial surgeons when such services are rendered in the surgeon’s office or Ambulatory Surgical Facility.

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, 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 19 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 disorders 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:

- 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;
- It is manifested before the age of 22;
- It is likely to continue indefinitely; and

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.

- c. Assist at Surgery—when performed by a Physician, Dentist or Podiatrist who assists the operating surgeon in performing covered Surgery in a Hospital or Ambulatory Surgical Facility. In addition, benefits will be provided for assist at Surgery when performed by a Registered Surgical Assistant or an Advanced Practice Nurse. Benefits will also be provided for assist at Surgery performed by a Physician Assistant under the direct supervision of a Physician, Dentist or Podiatrist.

### **Additional Surgical Opinion**

Your coverage includes benefits for an additional surgical opinion following a recommendation for elective Surgery. Your benefits will be limited to one consultation and related Diagnostic Service by a Physician. Benefits for an additional surgical opinion consultation and related Diagnostic Service will be provided at 100% of the Claim Charge. Your calendar year Deductible will not apply to this benefit. If you request, benefits will be provided for an additional consultation when the need for Surgery, in your opinion, is not resolved by the first arranged consultation.

### **Medical Care**

Benefits are available for Medical Care visits when:

- a. you are an Inpatient in a Hospital, or Skilled Nursing Facility or Substance Use Disorder Treatment Facility or Residential Treatment Center
- b. you are a patient in a Partial Hospitalization Treatment Program, or Coordinated Home Care Program or
- c. you visit your Physician's office or your Physician comes to your home.

### **Consultations**

Your coverage includes benefits for consultations when you are an Inpatient in a Hospital or Skilled Nursing Facility. The consultation must be requested by your attending Physician and consist of another Physician's advice in the diagnosis or treatment of a condition which requires special skill or knowledge. Benefits are not available for any consultation done because of Hospital regulations or by a Physician who renders Surgery or Maternity Service during the same admission.

**Mammograms**—Benefits for routine mammograms will be provided at the benefit payment level described in the SPECIAL CONDITIONS section of this Policy. Benefits for mammograms, other than routine, will be provided at the same payment level as Outpatient Diagnostic.

### **Electroconvulsive Therapy**

### **Radiation Therapy Treatments**

### **Allergy Injections and Allergy Testing**

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

### **Massage Therapy**

### **Tobacco Use Screening and Smoking Cessation Counseling Services**

### **Tobacco Cessation Drugs**

### **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 or her license or certification. Benefits for such health care professionals will be provided at the Benefit Payment for Other Covered Services described in OTHER COVERED

SERVICES section of this Policy. Benefits for Physicians will be provided at the Benefit Payment for Physician Services described later in this benefit section.

Benefits are also available for regular foot care examinations by a Physician or Podiatrist.

### **Growth Hormone Therapy**

**Immune Gamma Globulin Therapy (IGGT)**—Benefits will be provided for immune gamma globulin therapy for covered persons diagnosed with a primary immunodeficiency when prescribed as Medically Necessary by a Physician. Nothing shall prevent Blue Cross and Blue Shield from applying appropriate utilization review standards to the ongoing coverage of IGGT for persons diagnosed with a primary immunodeficiency. Subject to such utilization review standards, an initial authorization shall be for no less than three months and reauthorization may occur every six months thereafter. For persons who have been in treatment for two years, reauthorization shall be no less than every 12 months, unless more frequently indicated by a Physician.

**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. Immunoglobulin therapy is also known as immune gamma globulin therapy.

### **Fibrocystic Breast Condition**

**Pulmonary Rehabilitation Therapy**—Benefits will be provided for outpatient cardiac/pulmonary rehabilitation programs provided within six months of a cardiac incident and outpatient pulmonary rehabilitation services.

**Breast Cancer Pain Medication and Therapy**—Benefits will be provided for all Medically Necessary pain medication and 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 Benefit section of this Policy.

### **Breast Implant Removal**

### **Cardiovascular Disease Management**

**Diagnostic Service**—for those services related to covered Surgery or Medical Care. Such test include, but are not limited to, x-ray, pathology services, Clinical Laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests, and electromyograms.

**Colorectal Cancer Screening**—Benefits will be provided for 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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section provision entitled, “**Preventive Care Services**” in the SPECIAL CONDITIONS section of this Policy.

### **Emergency Accident Care**

### **Emergency Medical Care**

**Blood Glucose Monitors for Treatment of Diabetes**—Benefits are available for Medically Necessary blood glucose monitors (including non-invasive monitors and monitors for the blind) for which a Health Care Practitioner has written an order.

### **Prosthetic Appliances**

Benefits will be provided for prosthetic devices, special appliances and surgical implants 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.

Benefits will also include adjustments, repair and replacements of covered prosthetic devices, special appliances and surgical implants when required because of wear or change in a patient's condition (excluding dental appliances other than intra-oral devices used in connection with the treatment of Temporomandibular Joint Dysfunction and Related Disorders, subject to specific limitations applicable to Temporomandibular Joint Dysfunction and Related Disorders, and replacement of cataract lenses when a prescription change is not required).



## **Orthotic Devices**

Benefits will be provided for 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 Medically Necessary. Your benefits for foot orthotics will be limited to two foot orthotic devices or one pair of foot orthotic devices per Benefit Period.

**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 a Life Threatening Disease or Condition, 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. Approval by a federal agency will be taken into consideration by Blue Cross and Blue Shield in assessing Experimental/Investigational status but will not be determinative. You and your Physician are encouraged to call customer services at the toll-free number on your identification card in advance to obtain information about whether a particular clinical trial is qualified.

## **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. Your benefits for chiropractic and osteopathic manipulation will be limited to the maximum stated in your Policy. Your benefits for chiropractic and osteopathic manipulation will be limited to 25 visits per Benefit Period.

## **Durable Medical Equipment**

Benefits will be provided for such things as internal cardiac valves, internal pacemakers, mandibular reconstruction devices (not used primarily to support dental prosthesis), bone screws, bolts, nails, plates and any other internal and permanent devices. Benefits will also be provided for the rental (but not to exceed the total cost of equipment) or purchase of durable medical equipment required for temporary therapeutic use provided that this equipment is primarily and customarily used to serve a medical purpose.

## **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, when the prescribing Physician has issued a written order stating that the amino acid-based elemental formula is Medically Necessary. If you purchase the formula at a Pharmacy, benefits will be provided at the benefit payment level for Other Covered Services described in the OTHER COVERED SERVICES section of this Policy.

## **Rehabilitative Services**

### **Occupational Therapy**

Benefits will be provided for Occupational Therapy when these services are rendered by a registered Occupational Therapist under the supervision of a Physician. This therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals.

### **Physical Therapy**

Benefits will be provided for Physical Therapy when rendered by a registered professional Physical Therapist under the supervision of a Physician. The therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and the Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals. Benefits will also be provided for preventive or Maintenance Physical Therapy when prescribed for persons affected by multiple sclerosis.

### **Speech Therapy**

Benefits will be provided for Speech Therapy when these services are rendered by a licensed Speech Therapist or Speech Therapist certified by the American Speech and Hearing Association. Inpatient Speech Therapy benefits will be provided only if Speech Therapy is not the only reason for admission.

**Clinical Breast Examinations**—Benefits will be provided for clinical breast examinations when performed by a Physician, Advanced Practice Nurse or a Physician Assistant working under the direct supervision of a Physician. Benefits for clinical

breast examinations will be provided at the benefit payment level described in the **“Preventive Care Services”** provision in the SPECIAL CONDITIONS section of this Policy.

**Human Papillomavirus Vaccine**—Benefits will be provided for a human papillomavirus (HPV) vaccine approved by the federal Food and Drug Administration. Unless otherwise stated, benefits will be provided at the benefit payment level described in the provision entitled, **“Preventive Care Services”** in the SPECIAL CONDITIONS section of this Policy. If you obtain the vaccine at a Pharmacy, benefits will be provided at the benefit payment level described in the provision entitled, **“Vaccinations obtained through Participating Pharmacies”** in the OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFIT SECTION of this Policy.

**Shingles Vaccine**—Benefits will be provided for a shingles vaccine approved by the federal Food and Drug Administration.

**Outpatient Contraceptive Services**—Benefits will be provided for injections, implants and 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 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.

**Pap Smear Test**—Benefits will be provided for an annual routine cervical smear or Pap smear test for females. Unless otherwise stated, benefits will be provided at the benefit payment level described in the provision entitled, **“Preventive Care Services”** in the SPECIAL CONDITIONS section of this Policy.

**Ovarian Cancer Screening**—Benefits will be provided for annual ovarian cancer screening for females using CA-125 serum tumor marker testing, transvaginal ultrasound, and pelvic examination.

**Prostate Test and Digital Rectal Examination**—Benefits will be provided for an annual routine prostate routine prostate-specific antigen test and digital rectal examination for males.

**Routine Pediatric Hearing Examination**—Benefits will be provided for routine hearing examinations for children up to age 19.

**HIV Screening and Counseling**—Benefits will be provided for HIV Screening and Counseling and prenatal HIV testing ordered by a Physician, Physician Assistant or Advanced Practice Registered Nurse who has a written collaborative agreement with a collaborating physician that authorizes these services, including but not limited to orders consistent with the recommendations of the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics.

## **BENEFIT PAYMENT FOR PHYSICIAN SERVICES**

The benefits provided by Blue Cross and Blue Shield and the expenses that are your responsibility for your Covered Services will depend on whether you receive services from a Participating or Non-Participating Professional Provider.

After you have met your program calendar year Deductible, benefits will be provided as described below.

### **Participating Provider**

When you receive any of the Covered Services described in this Physician Benefit Section from a Participating Provider or from a Dentist, benefits will be provided at the Participating Provider payment level for Surgical/Medical Covered Services specified in the Schedule Page of this Policy, after you have met your calendar year Deductible, unless otherwise specified in this Policy. Dentists are not Participating Providers, but will be treated as such for purposes of benefit payment made under this Policy and may bill you for the difference between the Blue Cross and Blue Shield benefit payment and the Provider’s charge to you.

When you receive Covered Services (except for those services specified below) in a Participating Provider’s office (other than a specialist’s office), benefits for Covered Services, including all related Covered Services received on the same day will be provided at the Physician’s office payment level specified on the Schedule Page of this Policy.

When you receive Covered Services (except for those services specified below) in a Participating Provider specialist’s office, benefits for Covered Services, including all related Covered Services received on the same day, will be provided at the specialist’s office payment level specified on the Schedule Page of this Policy.

When you receive Covered Services for Diagnostic Services or certain Diagnostic tests (CT scan, PET scan, or MRI) you may be responsible for a per procedure Copayment or Coinsurance amount in addition to your calendar year Deductible specified on the Schedule Page of this Policy.

Benefits for certain Diagnostic tests may require a Copayment or Coinsurance amount specified in the Schedule Page of this Policy. Your program Deductible will not apply.

**This Copayment or Coinsurance amount is subject to change or increase as permitted by applicable law or regulatory guidance.**

A specialist is a Provider who is not a:

- Behavioral Health Practitioner
- Certified Nurse-Midwife
- Certified Nurse Practitioner
- Certified Clinical Nurse Specialist
- Clinical Professional Counselor
- Clinical Social Worker
- Clinical Laboratory
- Marriage and Family Therapist
- Mixed psychiatric group
- Mixed specialty group
- Neuro Psychologist
- Optician
- Optometrist
- Retail Health Clinic

or a Physician in:

- clinical psychology
- family practice
- general practice
- gynecology
- internal medicine
- obstetrics
- obstetrics/gynecology
- pediatrics
- psychiatry

The following Covered Services are not subject to the office visit Copayment, and benefits will be provided at the general medical/surgical payment level, unless otherwise specified in this Policy:

- Surgery
- Occupational Therapy
- Physical Therapy
- Speech Therapy
- Chiropractic and osteopathic manipulation
- Diagnostic Services
- CT scan, PET scan and MRI

## **Non-Participating Provider**

When you receive any of the Covered Services described in this Physician Benefit Section from a Non-Participating Provider, benefits will be provided at the Physician payment level for Non-Participating Providers as shown on the on the Schedule Page of this Policy, after you have met your calendar year Deductible.

When you receive Covered Services, in a Participating Hospital or in a Participating Ambulatory Surgical Facility and, due to any reason, Covered Services are provided by an anesthesiologist (including a Certified Registered Nurse Anesthetist,), pathologist, radiologist, neonatologist, emergency room Physician, assistant surgeon (if the primary surgeon is a Participating Provider) or other Physician who is not a Participating Provider are unavailable from a Participating Provider and Covered Services are provided by a Non-Participating Provider, you will incur no greater out-of-pocket costs than you would have incurred if the Covered Services were provided by a Participating Provider. However, in the event that you willfully choose to receive Covered Services in a Participating Hospital or in a Participating Ambulatory Surgical Facility from a Non-Participating Provider who is an anesthesiologist (including a Certified Registered Nurse Anesthetist), pathologist, radiologist, neonatologist, emergency room Physician, assistant surgeon (if the primary surgeon is a Participating Provider) or other Physician, when a Participating Provider is available to provide the Covered Services, the preceding sentence will not apply to you and the Non-Participating Provider benefit level will apply.

## **Participating and Non-Participating Provider Emergency Care**

Benefits for Emergency Accident Care and Emergency Medical Care will be provided at the Physician payment level for Participating Providers as shown on the Schedule Page of this when services, that meet the definition of Emergency Accident Care and Emergency Medical Care, are rendered by either a Participating Provider or a Non-Participating Provider in a Hospital emergency department. Your calendar year Deductible will apply.

However, Covered Services received for Emergency Medical Care for the examination and testing of a victim of criminal sexual assault or abuse to determine whether sexual contact occurred, and to establish the presence or absence of sexually transmitted disease or infection, will be paid at 100% of the Maximum Allowance whether or not you have met your calendar year Deductible. The office visit Copayment will not apply.

**These Copayment amounts are subject to change or increase as permitted by applicable law or regulatory guidance.**

## **Participating Professional Providers are:**

- Acupuncturists
- Audiologists
- Physicians
- Podiatrists
- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioner
- Certified Registered Nurse Anesthetists
- Durable Medical Equipment Providers
- Naprapaths
- Home Infusion Therapy Providers
- Chiropractors
- Clinical Social Workers
- Clinical Professional Counselors
- Clinical Laboratories
- Marriage and Family Therapists
- Physical Therapists

- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Dieticians
- Registered Surgical Assistants
- Retail Health Clinics

who have signed an agreement with Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Professional Participating Providers have agreed not to bill you for Covered Services amounts in excess of the Maximum Allowance. Therefore, you will be responsible only for the difference between the Blue Cross and Blue Shield benefit payment and the Maximum Allowance for the particular Covered Service—that is, your calendar year Deductible, Copayment and Coinsurance amounts.

**Non-Participating Professional Providers are:**

- Acupuncturists
- Audiologists
- Physicians
- Podiatrists
- Psychologists
- Dentists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioner
- Certified Registered Nurse Anesthetists
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Chiropractors
- Clinical Social Workers
- Clinical Professional Counselors
- Clinical Laboratories
- Marriage and Family Therapists
- Naprapaths
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Dieticians
- Registered Surgical Assistants

- Retail Health Clinics
- other Professional Providers

who have not signed an agreement with Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Therefore, you are responsible to these Providers for the difference between the Blue Cross and Blue Shield benefit payment and such Provider's charge to you.

Should you wish to know the Maximum Allowance for a particular procedure or whether a particular Provider is a Participating Professional Provider, contact your Professional Provider or Blue Cross and Blue Shield.

Regarding the Schedule of Maximum Allowances, you should also understand the following:

If two or more surgical procedures are related or performed in the same operative area and are performed by the same or different Physician, Dentist or Podiatrist during the same operation, benefits will be provided only for the procedure which has the larger Maximum Allowance.

If two or more surgical procedures are related or are performed in the same operative area, and are performed on different dates by the same or a different Physician, Dentist or Podiatrist, benefits will be based upon the procedure which has the largest Maximum Allowance and 50% of the Maximum Allowance for the procedure which has the next largest allowance.

Procedures performed for conditions resulting from the same accident or injury are considered related.

If a surgical procedure is repeated during an Inpatient stay, the benefit payment will be based upon 50% of the Maximum Allowance for such repeat procedure and only one such repeat will be considered a Covered Service.

## PEDIATRIC VISION CARE

Your Physician coverage also includes benefits for Pediatric Vision Care. Benefits will be provided for Pediatric Vision Care services as described below.

This Blue Cross and Blue Shield vision care plan allows covered persons to select the provider of their choice, Participating or Non-Participating. If you choose a Non-Participating Vision Provider benefits will be reduced.

### DEFINITIONS

**Benefit Period** – For purposes of Pediatric Vision Care, a period of time that begins on the later of: 1) the covered person's effective date of coverage under this Policy, or 2) the last date a vision examination was performed on the covered person or that Vision Materials were provided to the covered person, whichever is applicable. (A Benefit Period does not coincide with a calendar year and may differ for each covered member).

**Provider** – For purposes of Pediatric Vision Care, a licensed ophthalmologist or optometrist operating within the scope of his or her license, or a dispensing optician operating within the scope of his or her license.

**Participating Vision Provider** – For purposes of this Pediatric Vision Care section, a Participating Vision Provider is a provider that has a written agreement with the entity chosen by Blue Cross and Blue Shield to administer its pediatric vision care plan to provide pediatric vision care services to you at the time you receive the services.

**Non-Participating Vision Provider** – For purposes of this Pediatric Vision Care section, a Non-Participating Vision Provider is a provider that has not entered into a written agreement with the entity chosen by Blue Cross and Blue Shield to administer its Pediatric Vision Care plan to provide pediatric vision care services to you at the time you receive the services.

**Vision Materials** – Corrective lenses and/or frames or contact lenses.

### Eligibility

Children who are covered under this Policy, up to age 19, are eligible for benefits under this Pediatric Vision Care section.

### Limitations and Exclusions

Pediatric Vision Care benefits do not include services or materials arising from:

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing;
- Aniseikonic spectacle lenses;
- Medical and/or surgical treatment of the eye, eyes, or supporting structures;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses (except for discount);
- Services rendered after the date an insured person ceases to be covered under the policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Services or materials provided by any other group benefit plan providing vision care;
- 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.
- any vision service, treatment or materials not specifically listed as a covered service
- services and materials that are Experimental/Investigational Services or materials which are rendered prior to your effective date
- services and materials incurred after the termination date of your coverage unless otherwise indicated
- services and materials not meeting accepted standards of optometric practice
- services and materials resulting from your failure to comply with professionally prescribed treatment
- telephone consultations
- any services that are strictly cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances
- office injection control charges

- charges for copies of your records, charts, or any costs associated with forwarding/mailing copies of your records or charts
- state or territorial taxes on vision services performed
- medical treatment of eye disease or injury
- visual therapy
- special lens designs or coatings other than those described
- replacement of lost/stolen eyewear
- two pairs of eyeglasses in lieu of bifocals
- services not performed by licensed personnel
- prosthetic devices and services
- insurance of contact lenses
- professional services you receive from immediate relatives or household members, such as a spouse, parent, child, brother or sister, by blood, marriage or adoption
- services covered under your medical/surgical plan

### **How the Vision Care Plan Works**

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

Before you go to a Participating Vision 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 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 EyeMed Vision Care, LLC (EyeMed)'s 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.

Questions about services covered under the vision care plan, Participating Vision 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 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.

If you obtain glasses or contacts from a Non-Participating Vision Provider, you must pay the provider in full and submit a claim for reimbursement (see **HOW TO FILE A CLAIM** section for more information).

You may receive your eye examination and eyeglasses/contacts 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 Participating Vision Provider and there may be additional professional charges if you seek contact lenses from a provider other than the 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 Pediatric Vision Care program, must be paid in full by you to the provider, whether or not the provider participates in the vision care plan network. Benefits under this Pediatric Vision Care program may not be combined with any discount, promotional offering, or other group benefit plans. Allowances are one-time use benefits; no remaining balances are carried over to be used later.



## HOSPICE CARE PROGRAM

Your Hospital coverage also includes benefits for Hospice Care Program Service.

Benefits will be provided for the Hospice Care Program Service described below when these services are rendered to you by a Hospice Care Program Provider. However, for benefits to be available you must have a terminal illness with a life expectancy of one (1) year or less, as certified by your attending Physician; 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 must 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:

- a. Coordinated Home Care;
- b. Medical supplies and dressings;
- c. Medication;
- d. Nursing services — skilled and non-skilled;
- e. Occupational Therapy;
- f. Pain management services;
- g. Physical Therapy;
- h. Physician visits;
- i. Social and spiritual services;
- j. Respite Care Service.

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

- a. Durable medical equipment;
- b. Home delivered meals;
- c. Homemaker services;
- d. Traditional medical services provided for the direct care of the terminal illness, disease or condition;
- e. 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 Program section, they may be Covered Services under other sections of your Policy.

### **Benefit Payment for Hospice Care Program Services**

Benefit payment for Covered Services rendered by a Hospice Care Program Provider will be provided at the same level as described for Inpatient Hospital Covered Services.

## OTHER COVERED SERVICES

Benefits will be provided under this Policy for the following Other Covered Services:

- The processing, transporting, storing, handling and administration of blood and blood components.
- Private Duty Nursing Service—Benefits for Private Duty Nursing Service will be provided to you as an Inpatient in a Hospital or other health care facility only when Blue Cross and Blue Shield determines that the services provided are of such a nature or degree of complexity or quantity that they could not be or are not usually provided by the regular nursing staff of the Hospital or other health care facility. Benefits for Private Duty Nursing Service will be provided to you in your home only when the services are of such a nature that they could not be or are not usually provided by the regular nursing staff of the Hospital or other health care facility. Benefits 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. No benefits will be provided when a nurse ordinarily resides in your home or is a member of your immediate family.
- Ambulance Transportation—When your condition is such that an ambulance is Medically Necessary. Benefits will not be provided for long distance trips or for use of an ambulance because it is more convenient than other transportation when rendered in connection with a covered Inpatient admission or covered Emergency Medical Care.
- Dental accident care—Dental services rendered by a Dentist or Physician which are required as the result of an accidental injury when caused by an external force. External force means any outside strength producing damage to the dentition and/or oral structures. However, these services are covered only if the injury occurred on or after your Coverage Date.
- Allergy shots and allergy surveys
- Oxygen and its administration
- Medical and surgical dressings, supplies, casts and splints
- 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 Benefit Period.
- Hearing Aids—Benefits will be provided for bone anchored hearing aids (cochlear implants).
- Hearing Aids—Benefits will be provided for hearing aids for children up to age 19 limited to two every 36 months.

### BENEFIT PAYMENT FOR OTHER COVERED SERVICES

**Benefits for Other Covered Services will be provided at the Other Covered Services payment level as shown on the Schedule Page of this Policy after you have met your calendar year Deductible for any of the Covered Services described in this section.**

When you receive Other Covered Services from a Participating or Non-Participating Provider, benefits for Other Covered Services will be provided at the payment levels previously described in this Policy for Hospital and Physician Covered Services.

Notwithstanding anything else described herein, Providers of Ambulance Transportation will be paid based on the Ambulance Transportation Eligible Charge. Benefits for Ambulance Transportation will be provided at the Other Covered Services benefit payment level as shown on the Schedule Page of this Policy after you have met your calendar year Deductible.

After benefits for Other Covered Services have been paid under this Policy, you may be responsible to pay your Provider an amount up to the billed charges. When receiving benefits for Ambulance Transportation related to Emergency Accident Care or Emergency Medical Care, you will not be responsible for amounts other than those listed on the Schedule Page of this Policy.

### Participating Professional Providers are:

- Acupuncturists
- Audiologists
- Physicians
- Podiatrists

- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioner
- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Social Workers
- Clinical Professional Counselors
- Clinical Laboratories
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Naprapaths
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Dieticians
- Registered Surgical Assistants
- Retail Health Clinics

who have signed an agreement with Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Participating Professional Providers have agreed not to bill you for Covered Services amounts in excess of the Maximum Allowance. Therefore, you will be responsible only for the difference between the Blue Cross and Blue Shield benefit payment and the Maximum Allowance for the particular Covered Service—that is, your calendar year Deductible, Copayment and Coinsurance amounts.

**Non-Participating Professional Providers are:**

- Acupuncturists
- Audiologists
- Physicians
- Podiatrists
- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioner
- Certified Registered Nurse Anesthetists
- Chiropractors
- Clinical Social Workers

- Clinical Professional Counselors
- Clinical Laboratories
- Durable Medical Equipment Providers
- Home Infusion Therapy Providers
- Marriage and Family Therapists
- Naprapaths
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Dieticians
- Registered Surgical Assistants
- Retail Health Clinics
- other Professional Providers

who have not signed an agreement with Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Therefore, you are responsible to these Providers for the difference between the Blue Cross and Blue Shield benefit payment and such Provider's charge to you.

Should you wish to know the Maximum Allowance for a particular procedure or whether a particular procedure is a Covered Service, contact your Professional Provider or Blue Cross and Blue Shield.

## SPECIAL CONDITIONS

There are some special things that you should know about your benefits should you receive any of the following types of treatments.

### HUMAN ORGAN TRANSPLANTS

Your benefits for certain human organ transplants are the same as your benefits for any other condition. Your benefits for human organ transplants include the evaluation, preparation and delivery of the donor organ and the removal of the organ from the donor. Benefits will be provided only for cornea, kidney, bone marrow, heart valve, muscular-skeletal, parathyroid, heart, lung, heart/lung, liver, pancreas or pancreas/kidney human organ or tissue transplants. Benefits are available to both the recipient and donor of a covered transplant as follows:

- If both the donor and recipient have Blue Cross and Blue Shield coverage each will have their benefits paid by their own Blue Cross and Blue Shield program.
- If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the benefits under this Policy will be provided for both you and the donor. In this case, payments made for the donor will be charged against your benefits.
- If you are the donor for the transplant and no coverage is available to you from any other source, the benefits under this Policy will be provided for you. However, no benefits will be provided for the recipient.

In addition to the above provisions, benefits for heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplants will be provided as follows:

- **Whenever a heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplant is recommended by your Physician, you must contact Blue Cross and Blue Shield by telephone before your transplant Surgery has been scheduled. Blue Cross and Blue Shield will furnish you with the names of Hospitals which have Plan approved Human Organ Transplant Programs. No benefits will be provided for heart, lung, heart/lung, liver, pancreas or pancreas/kidney transplants performed at any Hospital that does not have a Plan approved Human Organ Transplant Coverage Program.**
- Your benefits under this coverage will begin no earlier than 5 days prior to the transplant Surgery and shall continue for a period of no longer than 365 days after the transplant Surgery. Benefits will be provided for all Inpatient and Outpatient Covered Services related to the transplant Surgery.
- Benefits will also be provided for the transportation of the donor organ to the location of the transplant Surgery. Benefits will be limited to the transportation of the donor organ in the United States or Canada.
- If you are the recipient of the transplant, benefits will be provided for transportation and lodging for you and one or two companions. For benefits to be available, your place of residency must be more than 50 miles from the Hospital where the transplant will be performed.
  - Benefits for lodging will be provided at 100% of the Transplant Lodging Eligible Expense. 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.
- In addition to the other exclusions of this Policy, benefits will not be provided for the following:
  - Cardiac rehabilitation services when not provided to the transplant recipient immediately following discharge from a Hospital for transplant Surgery.
  - Transportation by air ambulance for the donor or the recipient.
  - Travel time and related expenses required by a Provider.
  - Drugs which are Experimental/Investigational.
  - Drugs which do not have the approval of the Food and Drug Administration.
  - Storage fees.
  - Services provided to any individual who is not the recipient or actual donor, unless otherwise specified provision.
  - Meals

## **CARDIAC REHABILITATION**

Your benefits for cardiac rehabilitation services are the same as your benefits for any other condition. Benefits will be provided for cardiac rehabilitation services only in Blue Cross and Blue Shield approved programs. 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.

## **SKILLED NURSING FACILITY CARE**

The following are Covered Services when you receive them in a Skilled Nursing Facility:

- a. Bed, board and general nursing care.
- b. Ancillary services (such as drugs and surgical dressings or supplies).

No benefits will be provided for admissions to a Skilled Nursing Facility which are for the convenience of the patient or Physician or because care in the home is not available or is unsuitable. Benefits will not be provided for services received in an Uncertified Skilled Nursing Facility.

After you have met your calendar year Deductible, benefits will be provided at the Inpatient Hospital payment level for Participating Providers as shown on the Schedule Page of this Policy, for Covered Services rendered in a Participating Skilled Nursing Facility. For Covered Services rendered in a Non-Participating Skilled Nursing Facility benefits will be provided at the Inpatient Hospital payment level for Non-Participating Providers specified on the Schedule Page of this Policy, after you have met your calendar year Deductible.

## **AMBULATORY SURGICAL FACILITY**

Benefits for all of the Covered Services previously described in this Policy are available for Outpatient Surgery. In addition, benefits will be provided if these services are rendered by an Ambulatory Surgical Facility.

Benefits for services rendered by a Participating Ambulatory Surgical Facility will be provided at the Participating Provider Freestanding Facility payment level specified in the Outpatient Surgical Covered Services section on the Schedule Page of this Policy. Benefits for services by a Non-Participating Ambulatory Surgical Facility will be provided at the Non-Participating Provider payment level specified in the Outpatient Surgical Covered Services section on the Schedule Page of this Policy.

Benefits for Outpatient Surgery will be provided as stated above after you have met your calendar year Deductible.

## **PREVENTIVE CARE SERVICES**

In addition to the benefits otherwise provided for in this Policy, (and notwithstanding anything in this Policy to the contrary), the following benefits for preventive care services will be considered Covered Services and will not be subject to any Deductible, Coinsurance, Copayment or dollar (to be implemented in the quantities and within the time period allowed under applicable law or regulatory guidance) maximum when such services are received from a Participating Provider (to be implemented in the quantities and within the time period allowed under 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 ("CDC") 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
- with respect to women, such additional preventive care and screenings, not described above, as provided for in comprehensive guidelines supported by the HRSA.

For purposes of this preventive care services benefit provision, 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 Coinsurance, Deductible and/or Copayment Amounts for the office visit only. If an office visit and the preventive health service are billed together and not billed separately, and the primary purpose of the visit was not the preventive health service, you may be responsible for Coinsurance, Deductible and/or Copayment Amounts 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. Alcohol misuse 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. Colorectal cancer screening for adults over age 50
7. Depression screening
8. Physical activity counseling for adults who are overweight or obese and have additional cardiovascular disease risk factors for cardiovascular disease
9. HIV screening for all adults at higher risk
10. The following immunization vaccines for adults (doses, recommended ages, and recommended populations vary):
  - Hepatitis A
  - Hepatitis B
  - Herpes Zoster (Shingles)
  - Human papillomavirus
  - Influenza (Flu shot)
  - Measles, Mumps, Rubella
  - Meningococcal
  - Pneumococcal
  - Tetanus, Diphtheria, Pertussis
  - Varicella
11. Obesity screening and counseling
12. Sexually transmitted infections (STI) counseling
13. Tobacco use screening and cessation interventions for tobacco users
14. Syphilis screening for adults at higher risk
15. Exercise interventions to prevent falls in adults age 65 years and older who are at increased risk for falls
16. Hepatitis C virus (HCV) screening for adults at increased risk, and one time for everyone born 1945-1965
17. Hepatitis B virus screening for persons at high risk for infection
18. Counseling children, adolescents and young adults who have fair skin, about minimizing their exposure to ultraviolet radiation to reduce risk for skin cancer
19. Lung cancer screening in adults 55 and older who have a 30-pack year smoking history and currently smoke or have quit within the past 15 years
20. Screening for high blood pressure in adults age 18 years or older

21. Screening for abnormal blood glucose and type II diabetes mellitus as part of cardiovascular risk assessment in adults who are overweight or obese.
22. 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) 1 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
23. Tuberculin testing for adults 18 years or older who are at a higher risk of tuberculosis

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

1. Bacteriuria urinary tract screening or other infection screening for pregnant women
2. BRCA counseling about genetic testing for women at higher risk
3. Breast cancer chemoprevention counseling for women at higher risk
4. 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 1 per Benefit Period.
5. Cervical cancer screening
6. Chlamydia infection screening for younger women and women at higher risk
7. Contraception: Certain FDA-approved contraceptive methods, sterilization procedures, and patient education and counseling
8. Domestic and interpersonal violence screening and counseling for all women
9. Daily supplements of .4 to .8 mg of folic acid for women who may become pregnant
10. Diabetes mellitus screening after pregnancy
11. Gestational diabetes screening for women after 24 weeks pregnant and those at high risk of developing gestational diabetes
12. Gonorrhea screening for all women
13. Hepatitis B screening for pregnant women at their first prenatal visit
14. HIV screening and counseling and pre-natal HIV testing
15. 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
16. Osteoporosis screening for women over age 65, and younger women with risk factors
17. Rh incompatibility screening for all pregnant women and follow-up testing for women at higher risk
18. Tobacco use screening and interventions for all women, and expanded counseling for pregnant tobacco users
19. Sexually transmitted infections (STI) counseling
20. Syphilis screening for all pregnant women or other women at increased risk
21. Well-woman visits to obtain recommended preventive services
22. Urinary incontinence screening
23. Breast cancer mammography screenings, including breast tomosynthesis and, if Medically Necessary, a screening MRI.
24. Intrauterine device (IUD) services related to follow-up and management of side effects, counseling for continued adherence, and device removal
25. Aspirin use for pregnant women to prevent preeclampsia
26. 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. Major depression disorder (MDD) 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 screening in newborns
11. Fluoride chemoprevention supplements for children without fluoride in their water source
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):
  - Hepatitis A
  - Hepatitis B
  - Human papillomavirus
  - Influenza (Flu shot)
  - Measles, Mumps, Rubella
  - Meningococcal
  - Pneumococcal
  - Tetanus, Diphtheria, Pertussis
  - Varicella
  - Haemophilus influenza type b
  - Rotavirus
  - Inactivated poliovirus immunization
  - 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

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 our website at [www.bcbsil.com](http://www.bcbsil.com) and by contacting customer service at the toll-free number on the back of 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 Coinsurance, Copayments, Deductibles and/or benefit maximum. 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.

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 previously described in this Policy, if applicable.

Preventive care services received from a Non-Participating Provider or a Non-Participating Pharmacy, or other routine Covered Services may be subject to the Deductible, Coinsurance, Copayments and/or benefit maximum.

Benefits for vaccinations that are considered preventive care services will not be subject to any Deductible, Coinsurance, Copayment or dollar maximum when such services are received from a Participating Provider or Participating Pharmacy that is contracted for such service.

Vaccinations that are received from a Non-Participating Provider or a Non-Participating Pharmacy, or other routine Covered Services may be subject to the Deductible, Coinsurance, Copayments and/or benefit maximums.

#### **Mental Illness and Substance Use Disorder Services**

Benefits for all of the Covered Services described in this Policy are available for the diagnosis and/or treatment of a Mental Illness and/or Substance Use Disorder. Medical Care for the treatment of a Mental Illness or Substance Use Disorder is eligible when rendered by a Behavioral Health Practitioner working within the scope of their license. Mental Illness and Substance Use Disorder Covered Services rendered in a program that does not have a written agreement with Blue Cross and Blue Shield will be paid at the Non-Participating Provider facility payment level.

#### **Substance Use Disorder Treatment**

Benefits for all of the Covered Services previously described in this Policy are available for Substance Use Disorder Treatment. In addition, benefits will be provided if these Covered Services are rendered by a Behavioral Health Practitioner in a Substance Use Disorder Treatment Facility. Inpatient benefits for these Covered Services will also be provided for Substance Use Disorder Treatment in a Residential Treatment Center. Substance Use Disorder Treatment Covered Services rendered in a program that does not have a written agreement with Blue Cross and Blue Shield will be paid at the Non-Participating Provider facility payment level.

#### **Detoxification**

Benefits for Covered Services received for detoxification will be provided under the HOSPITAL BENEFITS and PHYSICIAN BENEFITS sections of this Policy, the same as any other condition.

#### **Bariatric Surgery**

Benefits for Covered Services received for Bariatric Surgery will be provided under the HOSPITAL BENEFITS and PHYSICIAN BENEFITS sections of this Policy, the same as any other condition.

#### **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) a Physician or a Psychologist who has determined that such care is Medically Necessary, or, (b) a certified, registered or licensed health care professional with expertise in treating Autism Spectrum Disorder(s) including but not limited to a health care professional who is eligible as a Qualified ABA

Provider by state regulation and when such care is determined to be Medically Necessary and ordered by a Physician or a Psychologist:

- psychiatric care, including diagnostic services;
- psychological assessments and treatments;
- habilitative or rehabilitative treatments;
- therapeutic care, including behavioral Speech, Occupational and Physical Therapies 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.

Preauthorization will assess whether services meet coverage requirements. Review the OUTPATIENT SERVICE PREAUTHORIZATION REVIEW provision of the BLUE CROSS AND BLUE SHIELD BEHAVIORAL HEALTH UNIT section of this Policy for more specific information about Preauthorization.

### **HABILITATIVE SERVICES**

Your benefits for Habilitative Services for persons with a Congenital, Genetic, or Early Acquired Disorder are the same as your benefits for any other condition if all of the following conditions are met:

- A Physician has diagnosed the Congenital, Genetic, or Early Acquired Disorder; and
- 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 a Physician; and
- Treatment must be Medically Necessary and therapeutic and not Experimental/Investigational.

### **ROUTINE MAMMOGRAMS**

Benefits will be provided for routine mammograms for all women age 35 years and older. 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:

- one baseline mammogram for women age 35-39
- an annual mammogram for women age 40 or older

Benefits for routine mammograms will be provided for women who have a family history of breast cancer or other risk factors at the age and intervals considered Medically Necessary by their Physician.

If a routine mammogram reveals heterogeneous or dense breast tissue, benefits will be provided for a comprehensive ultrasound screening and magnetic resonance imaging ("MRI") screening of an entire breast or breasts when determined to be Medically Necessary by your Physician.

### **Participating Provider**

Benefits for routine mammograms will not be subject to any Deductible, Coinsurance, or Copayment when Covered Services are rendered by a Participating Provider.

### **Non-Participating Provider**

Benefits for routine mammograms, when rendered by a Non-Participating Provider, will be provided at the Hospital or Physician payment level for Non-Participating Providers as shown on the Schedule Page of this Policy.

### **COMPLICATIONS OF PREGNANCY**

Benefits will be provided under this Policy for Covered Services received in connection with Complications of Pregnancy.

### **MATERNITY SERVICE**

Your benefits for Maternity Service are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. Benefits will also be provided for Covered Services rendered by a Certified Nurse-Midwife.

Benefits will be paid for Covered Services received in connection with both normal pregnancy and Complications of Pregnancy. As part of your maternity benefits certain services rendered to your newborn infant are also covered, even if you have Individual Coverage. These Covered Services are: a) the routine Inpatient Hospital nursery charges, b) one routine Inpatient examination as long as this examination is rendered by a Physician other than the Physician who delivered the child or administered anesthesia during delivery and c) one Inpatient hearing screening. (If the newborn child needs treatment for an illness, injury, congenital defect, birth abnormality or a premature birth, benefits will be available for that care from the moment of birth up to the first 31 days, thereafter, you must add the newborn child to your Family Coverage.

Benefits will be provided for any hospital length of stay in connection with childbirth for the mother or newborn child for no less than 48 hours following a normal vaginal delivery, or no less than 96 hours following a cesarean section. Your Provider will not be required to obtain authorization from Blue Cross and Blue Shield for prescribing a length of stay less than 48 hours (or 96 hours).

## **INFERTILITY TREATMENT**

Benefits will be provided the same as your benefits for any other condition for Covered Services rendered in connection with the diagnosis and/or treatment of Infertility, including, but not limited to, in-vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer and 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 or sustain a successful pregnancy. The one year requirement will be waived if your Physician determines that a medical condition exists that makes 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, or 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.

Unprotected sexual intercourse means sexual union between a male and 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 retrievals 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 makes such treatment useless. Benefits for treatments that include oocyte retrievals are limited to four completed oocyte retrievals per Benefit Period, except that if a live birth follows a completed oocyte retrieval, then two more completed oocyte retrievals shall be covered per Benefit Period.

Benefits will also be provided for medical expenses of an oocyte or sperm donor for procedures used to retrieve oocytes or sperm and the subsequent procedure 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.

### **Special Limitations**

Benefits will not be provided for the following:

- a. 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.
- b. Selected termination of an embryo; provided, however, termination will be covered where the mother's life would be in danger if all embryos were carried to full term.
- c. Expenses incurred for cryo-preservation or storage of sperm, eggs or embryos, except for those procedures which use a cryo-preserved substance.
- d. Non-medical costs of an egg or sperm donor.

- e. Travel costs for travel within 100 miles of your home or travel costs not Medically Necessary or required by Blue Cross and Blue Shield.
- f. Infertility treatments which are deemed Experimental/Investigational, in writing, by the American Society for Reproductive Medicine or the American College of Obstetricians or Gynecologists.
- g. Infertility treatment rendered to your dependents under age 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 Obstetricians and Gynecologists guidelines for in-vitro fertilization clinics or to the American Society for Reproductive Medicine minimal standards for programs of in-vitro fertilization.

### **MASTECTOMY-RELATED SERVICES**

Benefits 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 forty-eight (48) hours after discharge; and 4) prostheses and physical complications of all stages of the mastectomy including, but not limited to, lymphedemas; are the same as for any other condition.

### **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.

### **VIRTUAL VISITS**

Benefits will be provided for Covered Services described in this Policy for the diagnosis and treatment of non-emergency medical and behavioral health injuries or illnesses in situations when a Virtual Provider determines that such diagnosis and treatment can be conducted without an in-person primary care office visit, convenient care, urgent care, emergency room or behavioral health office visit.

Benefits for such Covered Services will only be provided if you receive them via consultation with a Virtual Provider who has a specific written agreement with Blue Cross and Blue Shield to provide Virtual Visits to you at the time services are rendered. For more information about this benefit, you may visit our website at [www.bcbsil.com](http://www.bcbsil.com) or call customer service at the number on the back of your identification card.

Benefits for Covered Services you receive through a Virtual Visit will be provided at the payment level shown on the Schedule Page of this Policy. Benefits will not be provided for services you receive through an interactive audio or interactive audio/video communication from a Provider who does not have a specific agreement with Blue Cross and Blue Shield to provide Virtual Visits.

Note: not all medical or behavioral health conditions can be appropriately treated through Virtual Visits. The Virtual Provider will identify any condition for which treatment by an in-person Provider is necessary.

### **OUTPATIENT INFUSION THERAPY SERVICES**

Some outpatient infusion services have been identified as being safely administered in a lower level of care, outside of an Outpatient Hospital setting. Members' out of pocket expenses may be lower when Covered Services are received in the home, office, or Infusion Suite instead of a hospital, as set forth on the Schedule Page. Other outpatient infusion services not identified as safely administered in a lower level of care will be covered the same as any other illness, as set forth on the Schedule Page.

For the purposes of this provision, an Infusion Suite is an alternative to Hospital and clinic-based infusion settings where specialty medications can be infused.

## OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFIT SECTION

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 Benefit 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, your benefits for drugs and supplies will be greater when you obtain them from a Preferred Participating Pharmacy. You can visit the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) for a list of Preferred Participating Pharmacies or Specialty Pharmacies or call the customer service toll-free number on your identification card. The Pharmacies that are Preferred Participating Pharmacies 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 sections of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

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

**AVERAGE WHOLESALE PRICE.....**means any one of the recognized published averages of the prices charged by wholesalers in the United States for the drug products they sell to a Pharmacy.

**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 the percentage amount paid by you for each Prescription Order filled or refilled through a Participating Pharmacy or Non-Participating Pharmacy.

**COMPOUND DRUGS.....**means 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 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):

- (i) Which is Medically Necessary and is ordered by a Health Care Practitioner naming you as the recipient;
- (ii) For which a written or verbal Prescription Order is provided by a Health Care Practitioner;
- (iii) For which a separate charge is customarily made;
- (iv) Which is not consumed or administered at the time and place that the Prescription Order is written;
- (v) For which the FDA has given approval for at least one indication; and
- (vi) 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 a Blue Cross and Blue Shield Plan 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 a Blue Cross and Blue Shield Plan 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:

- (i) the charge which the particular Pharmacy usually charges for Covered Services, or
- (ii) the agreed upon cost between a Participating Pharmacy and a Blue Cross and Blue Shield Plan 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 the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com). You may also contact a customer service advocate for more information.

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 Blue Cross and Blue Shield to provide pharmaceutical services to you or an entity chosen by Blue Cross and Blue Shield to administer its prescription drug program 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).

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

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 drugs that are high cost oral medications and/or that have special storage requirements. 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, refer to the *Drug List* by accessing the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card.

## **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 the Blue Cross and Blue Shield 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*.

You, your prescribing health care provider (your "prescriber"), or your authorized representative, can ask for the *Drug List* or the *Contraceptive Coverage List* exception if your drug is not on (or is being removed from) the *Drug List* or the *Contraceptive Coverage List*, or the drug required as part of step therapy or dispensing limits has been found to be (or is likely to be) not right for you or does not work as well in treating your condition. To request this exception, you, your prescriber, 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 prescriber 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, your prescriber, or your 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 prescriber, 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, your prescriber, or your 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, your Physician will be required to obtain authorization from Blue Cross and Blue Shield. 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. Coverage will only be provided for Medically Necessary care. 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 the Blue Cross and Blue Shield 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 and appropriate 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 the Outpatient Prescription Drug Program Benefit section. For additional information about early refills, please see the **Prescription Refills** provision below.

### **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:

- the prescription drugs are covered under this Policy or have received an exception approval as described under the **Drug List** provision above;

- the prescription drugs are maintenance medications and have refill quantities available to be refilled at the time of synchronization;
- the medications are not Schedule II, III, or IV controlled substances as defined in the Illinois Controlled Substances Act;
- all utilization management criteria (as described under the **Prior Authorization/Step Therapy Requirement** provision above) for prescription drugs have been met;
- the prescription drugs can be safely split into short-fill periods to achieve synchronization; and
- 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 in this Policy.

### **Extended Prescription Drug Supply Program**

Your coverage includes benefits up to a 90 day supply of covered maintenance type drugs and diabetic supplies purchased from a Preferred Participating Pharmacy (which may only include retail or home delivery pharmacies). However, you may receive coverage for up to a 12 month supply for dispensed contraceptive drugs and products that are covered under the Outpatient Prescription Drug Program Benefit section. Benefit payment amounts listed on the Schedule Page of this Policy are for a 30 day supply. To find a list of Pharmacies participating in this program, refer to the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com).

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

### **Dispensing Limits**

If a Prescription Order is written for a certain quantity of medication to be taken in a time period directed by a Health Care Practitioner, 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 the Health Care Practitioner. However, benefits for prescription inhalants will not be restricted on the number of days before an inhaler refill may be obtained. To determine if a specific drug is subject to this limitation, you can refer to the *Drug List* by accessing the Blue Cross and Blue Shield 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 Health Care Practitioner 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.

### **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 in 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.

Some prescription drug products may be more cost-effective than others. In some instances, you and your Physician may be contacted by your Pharmacy about switching to an alternative drug. The Pharmacy may not provide a substitute drug without your Physician's and your approval. Please refer to the provision entitled "Blue Cross and Blue Shield's Separate Financial Arrangements with Prescription Drug Providers" in the GENERAL PROVISIONS section of this Policy.

A separate Copayment Amount or Coinsurance Amount will apply to each fill of a medication having a unique strength, dosage, or dosage form.

### **Injectable Drugs**

Benefits are available for Medically Necessary injectable drugs which are self-administered that require a written prescription by federal law. Benefits will not be provided under this benefit section for any self-administered drugs dispensed by a Physician.

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

Benefits are available for Medically Necessary items of diabetic supplies for which a Health Care Practitioner has written an order. Such diabetes supplies shall include, but are not limited to, the following:

- Test strips specified for use with a corresponding blood glucose monitor
- Glucose test solutions
- Glucagon
- Glucose tablets
- Lancets and lancet devices
- Visual reading strips and urine testing strips and tablets which test for glucose, ketones, and protein
- Insulin and insulin analog preparations
- Injection aids, including devices used to assist with insulin injection and needleless systems
- Insulin syringes
- Biohazard disposable containers
- Prescriptive and non-prescriptive oral agents for controlling blood sugar levels
- Glucagon emergency kits

### **Vaccinations obtained through Participating Pharmacies**

Benefits for vaccinations are available through certain Participating Pharmacies that have contracted with Blue Cross and Blue Shield to provide this service. To locate one of these contracting Participating Pharmacies in your area and to find out which vaccinations are covered, call the customer service toll-free number on your identification card. At the time you receive services, present your Blue Cross and Blue Shield identification card to the pharmacist. This will identify you as a participant in the Blue Cross and Blue Shield health care plan. The pharmacist will inform you of the amount for which you are responsible for, if any.

Each Participating Pharmacy that has contracted with Blue Cross and Blue Shield to provide this service may have age, scheduling, or other requirements that will apply, so you are encouraged to contact them in advance. Childhood immunizations subject to state regulations are not available under this Benefit Section. Refer to your Blue Cross and Blue Shield medical coverage for benefits available for childhood immunizations.

Benefits for select vaccinations that are considered preventive care services will not be subject to any Deductible, Coinsurance Amount, Copayment Amount or dollar maximum when such services are received from a Participating Provider or Participating Pharmacy that has contracted for such service.

Vaccinations that are received from a Non-Participating Provider or Non-Participating Pharmacists, and other routine Covered Services not provided for under this provision may be subject to the Deductible, Coinsurance Amount, Copayment Amounts and/or benefit maximums.

## **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.

## **Fertility Drugs**

Benefits are available for Medically Necessary fertility drugs in connection with the diagnosis and/or treatment of Infertility with a written prescription.

## **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 Participating Pharmacy Provider.

## **Self-Administered Cancer Medications**

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

## **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. Coverage of prescribed orally administered cancer medications when received from a non-Preferred Specialty Pharmacy Provider or Non-Participating Pharmacy Provider will be provided on a basis no less favorable than intravenously administered or injected cancer medications.

## **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.

## **SELECTING A PHARMACY**

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, Preferred or Specialty 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.

## **Participating Pharmacy**

When you choose to go to a Participating Pharmacy:

- present your identification card to the pharmacist along with your Prescription Order,
- provide the pharmacist with the birth date and relationship of the patient,
- pay the applicable Deductible, if any, and
- pay the appropriate Copayment or Coinsurance Amount for each Prescription Order filled or refilled and the pricing difference when it applies to the Covered Drug you receive.

Participating Pharmacies have agreed to accept as payment in full the least of:

- the billed charges, or
- the Eligible Charge or
- the amount for which you are responsible for as described under the BENEFIT PAYMENT FOR PRESCRIPTION DRUGS provision later in this Benefit Section.

**The level of benefits paid will be the highest available under this Policy when pharmaceutical services are received from a Participating Pharmacy Provider.**

You may be required to pay for limited or non-Covered Services. No Claim forms are required if you follow the above procedures.

If you are unsure whether a Pharmacy is a Participating Pharmacy, you may access the Blue Cross and Blue Shield website at [www.bcbsil.com](http://www.bcbsil.com) or call the customer service toll-free number on your identification card.

**Non-Participating Pharmacy**

If you choose to have a Prescription Order filled or obtain a covered vaccination at a Non-Participating Pharmacy, you must pay the Pharmacy the full amount of its bill and submit a Claim form to Blue Cross and Blue Shield or to the prescription drug administrator with itemized receipts verifying that the Prescription Order was filled or a covered vaccination was provided.

Please refer to the provision entitled “Filing Outpatient Prescription Drug Claims” in the HOW TO FILE A CLAIM section of this Policy.

**Home Delivery Prescription Drug Program**

The Home Delivery 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 Home Delivery Prescription Drug Program.

Some drugs may not be available through the Home Delivery Prescription Drug Program. For a listing of Maintenance Drugs or if you have any questions about the Home Delivery Prescription Drug Program, need assistance in determining the amount of your payment, or need to obtain the home delivery order form, you may access the Blue Cross and Blue Shield 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.

When you obtain Maintenance Drugs through the **Home Delivery Prescription Drug Program**, benefits will be provided according to the Home Delivery Prescription Drug Program payment provision described later in this Benefit Section.

For information about the Home Delivery Prescription Drug Program, call the customer service toll-free number on your identification card.

**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. To determine which drugs are Specialty Drugs, you should refer to the *Drug List* by accessing the Blue Cross and Blue Shield 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:

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

In order to receive maximum benefits for Specialty Drugs, you must obtain the Specialty Drugs from the preferred Specialty Pharmacy Provider. When you obtain Specialty Drugs from the preferred Specialty Pharmacy Provider, benefits will be provided according to the payment provisions indicated in this Benefit Section for a Preferred Participating Pharmacy.

## **YOUR COST**

### **Deductible**

If you are responsible for a Coinsurance, each Benefit Period you must satisfy the Participating Provider program Deductible described on the Schedule Page of this Policy for your medical benefits before your benefits will begin for drugs and diabetic supplies.

Covered Drugs under this Benefit Section will also be applied towards the program Deductible. Coupons, rebates or drug cards offered by third parties and used for prescription drugs are subject to the Blue Cross and Blue Shield policy on third party payments and may not apply toward your Deductible, unless they are a Permitted Cost Sharing Payment.

### **Out-of-Pocket Expense Limit**

Expenses incurred by you for Covered Drugs and diabetic supplies received from a Preferred Participating Pharmacy, Participating Pharmacy or Preferred Specialty Pharmacy Provider will be applied towards the Participating Provider out-of-pocket expense limit as indicated on the Schedule Page of this Policy.

Expenses incurred by you for Covered Drugs and diabetic supplies received from a Non-Participating Pharmacy or non-preferred Specialty Pharmacy Provider will be applied towards the Non-Participating Provider out-of-pocket expense limit as indicated on the Schedule Page of this Policy. When there is no out-of-pocket expense limit for Non-Participating Pharmacies and non-Preferred Specialty Pharmacy Providers as set forth on the Schedule Page of this Policy, you will continue to be responsible for any Deductible, Coinsurance Amount and/or Copayment Amount for Covered Drugs received from Non-Participating Pharmacies and non-Preferred Specialty Pharmacy Providers.

## **BENEFIT PAYMENT FOR PRESCRIPTION DRUGS**

### **How Member Payment 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.

If you or your Provider request 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> (BAM) or call the number on the back of your identification card. Benefits will be provided as shown on the Schedule Page of this Policy.

### **Retail Pharmacy**

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 Preferred Participating Pharmacy, Participating Pharmacy or Non-Participating Pharmacy.

When you obtain Covered Drugs (other than Specialty Drugs), including diabetic supplies from a Preferred Participating Pharmacy or Participating Pharmacy, benefits will be provided as shown on the Schedule Page of this Policy.

When you obtain Covered Drugs, including diabetic supplies from a Non-Participating Pharmacy (other than a Participating Pharmacy), benefits will be provided at 50% of the amount you would have received had you obtained drugs from a Participating Pharmacy Provider, minus the Deductible, if any. If an out-of-pocket expense limit is shown on the Schedule Page of this Policy for Non-Participating Pharmacy Providers, then the Copayment Amount and Coinsurance Amount will

apply towards the out-of-pocket expense limit, if any, for Non-Participating Pharmacy Providers. However, none of your other expenses at such Non-Participating Pharmacy will apply towards the out-of-pocket expense limit. One prescription means up to a 30-consecutive day supply of a drug. Coverage for certain drugs may be limited to less than a 30-consecutive day supply.

In addition, up to a 90 day supply of certain drugs may be obtained through the Extended Prescription Drug Supply Program. However, you may receive coverage for up to a 12-month supply for oral contraceptives.

For additional information on these drugs, call the customer service toll-free number located on your identification card.

### **Home Delivery Prescription Drug Program**

When you obtain Covered Drugs through the Home Delivery Prescription Drug Program, benefits will be provided as shown on the Schedule Page of this Policy.

Under the Home Delivery Prescription Drug Program, one prescription means up to a 90 consecutive day supply of a drug. Coverage for certain drugs may be limited to less than a 90 consecutive day supply.

However, you may receive coverage for up to a 12-month supply for oral contraceptives.

### **Specialty Pharmacy Program**

When you obtain covered Specialty Drugs from a non-Preferred Specialty Pharmacy Provider, benefits will be provided at 50% of the amount you would have received had you obtained drugs from a Preferred Specialty Pharmacy Provider minus the Copayment Amount or Coinsurance Amount and your share of the cost will not apply to your Deductible. If an out-of-pocket expense limit is shown on the Schedule Page of this Policy for Non-Participating Pharmacy Providers, then only your Copayment Amount or Coinsurance Amount will apply to the out-of-pocket expense limit. Any additional charge will not be applied to your out-of-pocket expense limit.

### **EXCLUSIONS**

For purposes of this Benefit Section only, the following exclusions shall apply:

1. 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 guidance.
2. Non-FDA approved drugs.
3. 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.
4. 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). However, coverage for prescription contraceptive devices and the rental or purchase of a manual electric or Hospital grade breast pump may be provided under the medical portion (Preventive Care Services provision) of this Policy.
5. Pharmaceutical aids such as excipients found in the USP-NF (United States Pharmacopeia- National Formulary), including but not limited to preservatives, solvents, ointment bases, and flavoring coloring diluting emulsifying and suspending agents.
6. Administration or injection of any drugs.
7. Vitamins (except those vitamins which by law require a Prescription Order and for which there is no non-prescription alternative).
8. 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.

9. 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.
10. 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.
11. Drugs which are repackaged by a company other than the original manufacturer.
12. 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 more than one year following the Prescription Order date.
13. 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 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 or as required by law or regulation. 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.
14. 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.
15. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss, or dietary control.
16. Drugs, that the use or intended use of which would be illegal, abusive, not Medically Necessary.
17. Drugs obtained by unauthorized, fraudulent, abusive or improper use of the identification card.
18. Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction which is not covered under your Policy, or for which benefits have been exhausted.
19. 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.
20. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
21. 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.
22. Athletic performance enhancement drugs.
23. 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. Treatment, devices and supplies related to sexual dysfunction will be provided if deemed Medically Necessary due to dysfunction resulting from an organic disease or illness, injury, or congenital defect.
24. 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 Benefit section, the drug purchased will not be covered under any benefit level.
25. Compound Drugs
26. Drugs without superior clinical efficacy which have lower cost therapeutic equivalents or therapeutic alternatives.



27. Medications in depot or long acting formulations that are intended for use longer than the covered days' supply amount.
28. Benefits will not be provided for any self-administered drugs under this benefit section dispensed by a Physician.
29. Institutional packs and drugs which are repackaged by anyone other than the original manufacturer.
30. Drugs determined to have inferior efficacy or significant safety issues.
31. Bulk Powders.
32. Diagnostic agents (except for diabetic testing supplies or test strips).
33. Male condoms.
34. Certain drug classes where there are over-the-counter alternatives available.
35. Drugs that are not considered Medically Necessary or treatment recommendations that are not supported by evidence-based guidelines or clinical practice guidelines.
36. Any portion of Covered Services or Covered Drugs paid for through Prohibited Third Party Cost Sharing Payments, such as certain pharmacy coupons, rebates or drug cards.

## PROGRAM PAYMENT PROVISIONS

### LIFETIME MAXIMUM

The total dollar amount that will be available in benefits for you, under this Policy, is unlimited.

### OUT-OF-POCKET EXPENSE LIMIT

There are separate out-of-pocket expense limits applicable to Covered Services received from Participating and Non-Participating Providers.

#### For Participating Provider

If, during one Benefit Period, your out-of-pocket expense (the amount remaining unpaid after benefits have been provided) equals the individual out-of-pocket expense limit on the Schedule Page of this Policy, any additional eligible Claims for Participating Providers (except for those Covered Services specifically excluded below) during that Benefit Period will be paid at 100% of the Eligible Charge or Maximum Allowance.

This out-of-pocket expense limit may be reached by:

- the Participating Provider calendar year Deductible
- charges for Outpatient prescription drugs
- the Hospital emergency room per occurrence Copayment
- the urgent care facility Copayment
- the Participating Provider Inpatient Copayment
- the Participating Provider Outpatient Surgical Copayment
- the Deductible amount for Diagnostic Services
- the payments for which you are responsible after benefits have been provided (except for the cost difference between the Hospital's rate for a private room and a semi-private room or any expenses incurred for Covered Services rendered by a Non-Participating or Non-Plan Provider other than Emergency Accident Care, Emergency Medical Care and Inpatient treatment during the period of time when your condition is serious).

The following expenses for Covered Services cannot be applied to the out-of-pocket expense limit and will not be paid at 100% of the Eligible Charge or Maximum Allowance when your out-of-pocket expense limit is reached:

- charges that exceed the Eligible Charge or Maximum Allowance
- the Coinsurance resulting from Covered Services rendered by a Non-Participating Provider
- Copayments resulting from noncompliance with the provisions of the Preauthorization Requirements and/or the Blue Cross and Blue Shield Behavioral Health Unit
- services, supplies, or charges limited or excluded in this Policy
- expenses not covered because a benefit maximum has been reached
- benefit reductions resulting from receiving Specialty Drugs from a Pharmacy, which is not a Specialty Pharmacy Provider
- benefit reductions resulting from receiving Prescription Drugs from a Non-Participating Pharmacy
- Prohibited Third Party Cost Sharing Payments, such as certain pharmacy coupons, drug cards or rebates.

If you have Family Coverage, each member of your family must satisfy the out-of-pocket expense limit. If your family's out-of-pocket expense (the amount remaining unpaid for Covered Services after benefits have been provided) equals the amount specified on the Schedule Page of this Policy during one Benefit Period, then, for the rest of the Benefit Period, all

other family members will have benefits for eligible Covered Services (except for those charges excluded above) provided at 100% of the Eligible Charge or Maximum Allowance.

### **For Non-Participating Providers**

If, during one Benefit Period, your out-of-pocket expense (the amount remaining unpaid after benefits have been provided) equals the individual out-of-pocket expense limit on the Schedule Page of this Policy, any additional eligible Claims for Non-Participating Providers (except for those Covered Services specifically excluded below) during that Benefit Period will be paid at 100% of the Eligible Charge or Maximum Allowance.

This out-of-pocket expense limit may be reached by:

- the Non-Participating Provider calendar year Deductible
- the Hospital emergency room per occurrence Copayment
- the Non-Participating Provider Inpatient Deductible
- the Non-Participating Provider Outpatient Surgical Copayment
- the Deductible amount for Diagnostic Services
- the payments for Covered Services rendered by a Non-Participating Provider for which you are responsible after benefits have been provided (except for the cost difference between the Hospital's rate for a private room and a semi-private room).

The following expenses for Covered Services cannot be applied to the out-of-pocket expense limit and will not be paid at 100% of the Eligible Charge or Maximum Allowance when your out-of-pocket expense limit is reached:

- charges that exceed the Eligible Charge or Maximum Allowance
- the Coinsurance resulting from Covered Services you may receive from a Participating Provider
- Copayments resulting from noncompliance with the provisions of the Preauthorization Requirements and/or the Blue Cross and Blue Shield Behavioral Health Unit
- services, supplies, or charges limited or excluded in this Policy
- expenses not covered because a benefit maximum, if any, has been reached.

If you have Family Coverage, each member of your family must satisfy the out-of-pocket expense limit. If your family's out-of-pocket expense (the amount remaining unpaid for Covered Services after benefits have been provided) equals the amount specified on the Schedule Page of this Policy during one Benefit Period, then, for the rest of the Benefit Period, all other family members will have additional eligible Claims for Non-Participating Providers (except for those charges excluded above) provided at 100% of the Eligible Charge or Maximum Allowance. When there is no out-of-pocket expense limit for Non-Participating Providers, as set forth on the Schedule Page of this Policy, you will continue to be responsible for any Deductible, Coinsurance Amount and/or Copayment Amount for Covered Services received from Non-Participating Providers.

**These out-of-pocket expense limit amounts are subject to change or increase as permitted by applicable law or regulatory guidance.**

## EXCLUSIONS—WHAT IS NOT COVERED

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

— **Hospitalization, services and supplies which are not Medically Necessary.**

No benefits will be provided for services which are not Medically Necessary. Medically Necessary means that a specific medical, health care or Hospital service is required, in the reasonable medical judgment of Blue Cross and Blue Shield, for the treatment or management of a medical symptom or condition and that the service or care provided is the most efficient and economical service which can safely be provided.

In making decisions of whether the hospitalization or other health care service(s) or supply(ies) are not Medically Necessary, and therefore not eligible for payment under the terms of your Policy, Blue Cross and Blue Shield will apply generally accepted medical standards and will take into account the information submitted to Blue Cross and Blue Shield by the covered person's Provider(s), including any consultations with such Provider(s).

Hospitalization is not Medically Necessary when, applying the definition of Medical Necessity to the circumstances surrounding the hospitalization, it is determined that, the medical services provided did not require an acute Hospital Inpatient (overnight) setting, but could have been provided in a Physician's office, the Outpatient department of a Hospital or some other setting without adversely affecting the patient's condition.

Examples of hospitalization and other health care services and supplies that are not Medically Necessary include:

- Hospital admissions for or consisting primarily of observation and/or evaluation that could have been provided safely and adequately in some other setting, e.g., a Physician's office or Hospital Outpatient department.
- Hospital admissions primarily for diagnostic studies (x-ray, laboratory and pathological services and machine diagnostic tests) which could have been provided safely and adequately in some other setting, e.g., Hospital Outpatient department or Physician's office.
- Continued Inpatient Hospital care, when the patient's medical symptoms and condition no longer require a continued stay in a Hospital.
- Hospitalization or admission to a Skilled Nursing Facility, nursing home or other facility for the primary purposes of providing Custodial Care Service, convalescent care, rest cures or domiciliary care to the patient.
- Hospitalization or admission to a Skilled Nursing Facility for the convenience of the patient or Physician or because care in the home is not available or is unsuitable.
- The use of skilled or private duty nurses to assist in daily living activities, routine supportive care or to provide services for the convenience of the patient and/or his family members.

These are just some examples, not an exhaustive list, of hospitalizations or other services and supplies that are not Medically Necessary.

In most instances the decision whether hospitalization or other health care services or supplies were Medically Necessary will be made AFTER YOU HAVE BEEN HOSPITALIZED OR HAVE RECEIVED OTHER HEALTH CARE SERVICES OR SUPPLIES AND AFTER A CLAIM FOR PAYMENT HAS BEEN SUBMITTED.

The fact that your Physician may prescribe, order, recommend, approve or view hospitalization or other health care services and supplies as Medically Necessary does not make the hospitalization, services or supplies Medically Necessary and does not mean that Blue Cross and Blue Shield will pay the cost of the hospitalization, services or supplies.

If your Claim for benefits is denied on the basis that the services or supplies were not Medically Necessary, and you disagree with Blue Cross and Blue Shield's decision, your Policy provides for an appeal of that decision. You must exercise your right to appeal as a precondition to the taking of any further action against Blue Cross and Blue Shield, either at law or in equity. To initiate your appeal, you must give Blue Cross and Blue Shield written notice of your intention to do so within 180 days after you have been notified that your Claim has been denied by writing to:

Blue Cross and Blue Shield of Illinois  
P.O. Box 3122  
Naperville, Illinois 60566-9744

You may furnish or submit additional documentation which you or your Physician believe appropriate.

REMEMBER, EVEN IF YOUR PHYSICIAN PRESCRIBES, ORDERS, RECOMMENDS, OR APPROVES HOSPITALIZATION OR OTHER HEALTH CARE SERVICES AND SUPPLIES, DOES NOT MEAN THAT THEY WILL BE MEDICALLY NECESSARY AS DEFINED IN THIS POLICY AND IS NOT A GUARANTEE OF BENEFITS.

- Services or supplies that are not specifically mentioned in this Policy.
- Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available 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 domestic or foreign corporation 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 for any services or supplies to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not that payment 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 and supplies for any illness or injury occurring on or after your Coverage Date as a result of war or an act of war.
- Services or supplies that do not meet accepted standards of medical and/or dental practice.
- Experimental/Investigational Services and Supplies and all related services and supplies, except as may be provided under this Policy for a) Routine Patient Costs associated with Experimental/Investigational cancer treatment, if you are a qualified individual participating in a qualified clinical cancer trial, if those services or supplies would otherwise be covered under this Policy if not provided in connection with a qualified cancer trial program and b) applied behavior analysis used for the treatment of Autism Spectrum Disorder(s).
- Custodial Care Service.
- Long Term Care Service.
- Respite Care Service, except as specifically mentioned under the Hospice Care Program section of this Policy.
- Inpatient Private Duty Nursing.
- 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.)
- Cosmetic Surgery and related services and supplies, except for the correction of congenital deformities or for conditions resulting from accidental injuries, scars, tumors or diseases.
- 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.
- 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, specialized equipment, appliances, ambulatory apparatus, except as specifically mentioned in this Policy.
- Blood derivatives which are not classified as drugs in the official formularies
- Eyeglasses, contact lenses or cataract lenses and the examinations for prescribing or fitting of glasses or contact lenses or for determining the refractive state of the eye which are not Medically Necessary, except as specifically mentioned in this Policy. This exclusion is not applicable to children as described in this Policy.
- Treatment of flat foot conditions and the prescription of supportive devices for such conditions and the treatment of subluxations of the foot or routine foot care.
- Routine foot care, except for persons diagnosed with diabetes
- Immunizations, unless otherwise specified in this Policy
- Maintenance Occupational Therapy, Maintenance Physical Therapy and Maintenance Speech Therapy, except as specifically mentioned in this Policy.
- Acupuncture, whether for medical or anesthesia purposes.
- Maintenance Care.
- Hearing aids, except for bone anchored hearing aids (osseointegrated auditory implants), or examinations for the prescription or fitting of hearing aids, unless otherwise specified in this Policy. This exclusion is not applicable to children as described in this Policy.
- Diagnostic Service as part of determination of the refractive errors of the eyes, auditory problems, surveys, casefinding, research studies, screening, or similar procedures and studies, or tests which are Experimental/Investigational, unless otherwise specified in this Policy.
- Procurement or use of prosthetic devices, special appliances and surgical implants which are for cosmetic purposes, for the comfort and convenience of the patient, or unrelated to the treatment of a disease or injury.
- Wigs (also referred to as cranial prostheses) unless otherwise specified in this Policy.
- Services and supplies rendered or provided for human organ or tissue transplants other than those specifically mentioned in this Policy.
- Reversals of vasectomies.
- Charges for medication, drugs or hormones to stimulate growth.
- Any drugs and medicines, except as may be provided under Outpatient Prescription Drugs that are:
  - Dispensed by a Pharmacy and received by you while covered under this Policy,
  - Dispensed in a Provider's office or during confinement in a Hospital or other acute care institution or facility and received by you for use on an Outpatient basis,
  - Over-the-counter drugs and medicines; or drugs for which no charge is made,
  - Prescription antiseptic or fluoride mouthwashes, mouth rinses or topical oral solutions or preparations,
  - Retin-A or pharmacological similar topical drugs, or
- Abortions including related services and supplies, except when the life of the mother would be endangered if the fetus were carried to term, or when the pregnancy is the result of an act of rape or incest.
- Repair and replacement for appliances and/or devices due to misuse or loss, except as specifically mentioned in this Policy
- Habilitative Services that are solely educational in nature or otherwise paid under State or Federal law for purely educational services.

- Notwithstanding any provision in this Policy to the contrary, any services and/or supplies provided to you outside the United States, unless you receive Emergency Accident Care or Emergency Medical Care.
- Benefits will not be provided for any self-administered drugs dispensed by a Physician.
- Services and supplies from more than one Provider on the same day(s) to the extent benefits are duplicated.
- Behavioral health services provided at behavioral modification facilities, boot camps, emotional group academies, military schools, therapeutic boarding schools, wilderness programs, halfway houses and group homes, except for Covered Services provided by appropriate Providers as defined in this Policy.

Any of the following applied behavior analysis (ABA) related services;

- Services with a primary diagnosis that is not Autism Spectrum Disorder;
- Services that are facilitated by a Provider that is not properly credentialed. Please see the definition of “Qualified ABA Provider” in the DEFINITIONS SECTION of this Policy;
- Activities primarily of an educational nature;
- Shadow or companion services; or
- Any other services not provided by an appropriately licensed Provider in accordance with nationally accepted treatment standards.

## HOW TO FILE A CLAIM

In order to obtain your benefits under this Policy, it is necessary for a Claim to be filed with Blue Cross and Blue Shield. To file a Claim, usually all you will have to do is show your Blue Cross and Blue Shield identification card to your Hospital or Physician (or other Provider). They will file your Claim for you. Remember, however, it is your responsibility to insure that the necessary Claim information has been provided to Blue Cross and Blue Shield.

Once Blue Cross and Blue Shield receives your Claim, it will be processed. The benefit payment for eligible Claims will usually be sent directly to the Hospital or Physician. You will receive a statement telling you how much was paid. In some cases, Blue Cross and Blue Shield will send the payment directly to you (for example, when you have already paid your Physician) or executed a valid Assignment of Benefits, as described below.

In certain situations, you will have to file your own Claims. There may be situations when you have to file your own Claim. This is primarily true when you are receiving services or supplies from Providers other than a Hospital or Physician. An example would be when you have had ambulance expenses. To file your own Claim, follow these instructions:

- a. Complete a Claim Form. These are available from Blue Cross and Blue Shield at [www.bcbsil.com](http://www.bcbsil.com). In addition, upon receipt of a notice of a claim, Blue Cross and Blue Shield will furnish to you the Claim Form(s) within 15 days. If Blue Cross and Blue Shield does not provide the Claim Form within such 15 days, you will be deemed to have complied with the Claim filing requirements of this Policy for such Claim upon submitting, within the time period required by this Policy, written proof of such Claim along with the details required by subsection (b) below.
- b. Attach copies of all bills to be considered for benefits. These bills must include the Provider's name and address, the patient's name, the diagnosis (including appropriate codes), the date of service and a description of the service (including appropriate codes) and the Claim Charge.
- c. Mail the completed Claim Form with attachments to:

Blue Cross and Blue Shield of Illinois  
P.O. Box 805107  
Chicago, Illinois 60680-4112

In any case, Claims must be filed with Blue Cross and Blue Shield on or before December 31st of the calendar year following the year in which your Covered Service was rendered. (A Covered Service furnished in the last month of a particular calendar year shall be considered to have been furnished in the succeeding calendar year.) For purposes of this filing time limit, Covered Services rendered in the last month of a particular calendar year will be considered to have been rendered in the next calendar year. **Claims not filed within the required time period will not be eligible for payment.**

### FILING OUTPATIENT PRESCRIPTION DRUG CLAIMS

In certain situations, you will have to file your own Claims in order to obtain benefits for Outpatient prescription drugs. 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:

- a. Complete a prescription drug Claim Form. These forms are available from your local Blue Cross and Blue Shield office or [www.bcbsil.com](http://www.bcbsil.com).
- b. Attach copies of all Pharmacy receipts to be considered for benefits. These receipts must be itemized.
- c. 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.

Should you have any questions about filing Claims, please call Blue Cross and Blue Shield.



## **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 GENERAL PROVISIONS section of your Policy.)

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

If the Claim for benefit is denied, 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 an appeal 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). 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:
    - A decision about the medical need for or the Experimental status of a recommended treatment
    - 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](http://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:
  - 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;
  - Blue Cross and Blue Shield failed to give you a decision within 48 hours of your request for an expedited appeal; or
  - 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 covered person 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  
[complaints@ins.state.il.us](mailto:complaints@ins.state.il.us) 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](mailto:Doi.externalreview@illinois.gov) Email address  
<https://mc.insurance.illinois.gov/messagecenter.nsf>

### 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.

- a. **Urgent Care Clinical Claim** is any pre-service claim that requires Preauthorization, as described in this Policy, as a prerequisite for receiving 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 care or treatment.

- b. **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.
- c. **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:	<b>24 hours**</b>
If you are notified that your claim is incomplete, you must then provide completed Claim information to Blue Cross and Blue Shield within:	<b>48 hours after receiving notice</b>
<i>Blue Cross and Blue Shield must notify you of the claim determination (whether adverse or not):</i>	
if the initial claim is complete as soon as possible (taking into account medical exigencies), but no later than:	<b>72 hours</b>
after receiving the completed claim (if the initial claim is incomplete), within:	<b>48 hours</b>

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

\* 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 the Plan 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
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If your claim is incomplete, Blue Cross and Blue Shield must notify you within:	<b>30 days</b>
If you are notified that your claim is incomplete, you must then provide completed claim information to Blue Cross and Blue Shield within:	<b>45 days after receiving notice</b>
<i>Blue Cross and Blue Shield must notify you of the claim determination (whether adverse or not):</i>	
if the initial claim is complete, within:	<b>30 days*</b>
after receiving the completed claim (if the initial claim is incomplete), within:	<b>45 days</b>

\* 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 the Plan 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 are 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.

**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:

- Claims
- 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 call **customer service** at the number on the back 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 response to your Inquiry or Complaint within 30 days of receipt. 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.

An appeal is an oral or written request for review of an Adverse Benefit Determination (as defined below) or an adverse action by Blue Cross and Blue Shield, its employees or a Participating Provider.

**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 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 this Policy) before the end of the approved treatment period, which is also an Adverse Benefit Determination. A Rescission of coverage is also an Adverse Benefit Determination. Please refer to the provision entitled **“RESCISSION”** in the COVERAGE 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 designee 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 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. A rescission of coverage. Please refer to the definition of Rescission in the DEFINITIONS 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, 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:

- 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.
- 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.
- 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  
1-800-538-8833 Toll-free number  
1-866-414-4258 Fax number

1-918-551-2011 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 a 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 judgment, 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.

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. If the appeal is related to administrative matters or Complaints, the Plan will render a decision of a pre-service or post-service appeal as soon as practical, but in no event more than 60 business days after receipt of all required information.

#### **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 will include:

1. The reasons for the determination;
2. A reference to the benefit plan provisions on which the determination is based, or 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 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:
    - A decision about the medical need for or the Experimental status of a recommended treatment
    - 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](http://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:

- 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;
  - Blue Cross and Blue Shield failed to give you a decision within 48 hours of your request for an expedited appeal; or
  - 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
  - The Final Adverse Determination concerns an admission, availability of care, continued stay, or health care service for which the covered person 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;
  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 – Request for Expedited Review Form, and (HCP) Health Care Provider Certification – Experimental/Investigational Review Form; and
  17. 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  
complaints@ins.state.il.us 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>

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** section 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, IL 62767  
(877) 527-9431 Toll-free phone  
(217) 558-2083 Fax number  
Consumer\_complaints@ins.state.il.us 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 Blue Cross and Blue Shield at 1-800-538-8833. Blue Cross and Blue Shield 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  
1-800-538-8833 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 1-877-527-9431, or call the number on the back of your identification card for contact information. In addition, for questions about your appeal rights or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

## INDEPENDENT EXTERNAL REVIEW

You or your authorized representative may make a request for a standard external 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.

### a. 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 four months of receiving an Adverse Determination or Final Adverse Determination. Your request should be submitted to the IDOI at the following address:

Illinois Departments of Insurance  
Office of Consumer Health Insurance  
External Review Unit  
320 W. 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>

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.

**1. 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:

- You were a covered person at the time health care service was requested or provided;
- The service that is the subject of the Adverse Determination or the Final Adverse Determination is a Covered Service under this Policy, but Blue Cross and Blue Shield has determined that the health care service is not covered;
- 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
- 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:

- Standard health care services or treatments have not been effective in improving your condition;
- Standard health care services or treatments are not medically appropriate for you;
- 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; or

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 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.

**2. 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.

**3. 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 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.

**4. 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:

- Your pertinent medical records;
- Your health care provider's recommendation;
- Consulting reports from appropriate health care providers and other documents submitted to Blue Cross and Blue Shield or its designee utilization review organization, you, your authorized representative or your treating provider;
- The terms of coverage under the benefit program;
- 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;
- Any applicable clinical review criteria developed and used by Blue Cross and Blue Shield or its designated utilization review organization; and
- 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 professional 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 treatment, 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:

- a) A general description of the reason for the request for external review;
- b) The date the IRO received the assignment from the IDOI;
- c) The time period during which the external review was conducted;
- d) 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 reviewers as to whether the recommended or requested health care service or treatment should be covered and the rationale for the reviewer's recommendation;
- e) The date of its decisions;
- f) The principal reason or reasons for its decision, including what applicable, if any, evidence-based standards that were a basis for its decision; and
- g) 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 determination reached prior to the submission of information to the IRO. The IDOI, you, and 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.

## **b. 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 or 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 the phone number) or in writing as set forth above for requests for standard external review.

**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, 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.

**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. 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 our 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 grievance appeal. 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.

## COORDINATION OF BENEFITS SECTION

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 Benefit Section.

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.

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:

- (i) 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.
- (ii) 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 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, rule 3 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 a 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 program that covered the parent longer are determined before those of the 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 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 Adult 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 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 above, 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 Policy must give Blue Cross and Blue Shield any facts it needs to pay the Claim.

### **FACILITY OF PAYMENT**

A payment made under other valid coverage may include an amount that should have been paid under this Policy. 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 Policy. 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 or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

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

## GENERAL PROVISIONS

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

Blue Cross and Blue Shield hereby informs you that it has contracts with certain Providers ("Participating Providers") in its service area to provide and pay for health care services to all persons entitled to health care benefits under health policies and contracts to which Blue Cross and Blue Shield is a party, including all persons covered under this Policy. Under certain circumstances described in its contracts with Participating Providers, Blue Cross and Blue Shield may:

- receive substantial payments from Participating Providers with respect to services rendered to you for which Blue Cross and Blue Shield was obligated to pay the Participating Provider, or
- pay Participating Providers substantially less than their Claim Charges for services, by discount or otherwise, or
- receive from Participating Providers 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 Eligible Charge or Provider's Claim 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 the 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 Eligible 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. Assuming Blue Cross and Blue Shield has a contract with the Hospital, 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 Participating Providers, and you are not entitled to any part of these savings.

#### **Other Blue Cross and Blue Shields' Separate Financial Arrangements with Providers**

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

Blue Cross and Blue Shield of Illinois has a variety of relationships with other Blue Cross and/or Blue Shield 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 access healthcare services outside of the Blue Cross and Blue Shield of Illinois service area, the claims for these services may be processed through one of these Inter-Plan Arrangements, which includes the BlueCard Program.



When you receive care outside of the Blue Cross and Blue Shield of Illinois service area, you will receive it from one of two kinds of 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”) don’t contract with the Host Blue. We explain how we pay both types of Providers below.

### **A. BlueCard® Program**

Under the BlueCard® Program, when you receive Covered Services within the geographic area served by a Host Blue, Blue Cross and Blue Shield of Illinois will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

For inpatient facility services received in a Hospital, the Host Blue’s Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on the Host Blue’s contractual agreement with the Provider, and the member will be held harmless for the Provider sanction.

Whenever you receive Covered Services outside the Blue Cross and Blue Shield of Illinois service area and the claim is processed through the BlueCard Program, the amount you pay for Covered Services is calculated based on the lower of:

- The billed covered charges for your Covered Services, or
- The negotiated price that the Host Blue makes available to Blue Cross and Blue Shield of Illinois. To help you understand how this calculation would work, please consider the following example:
  - a. Suppose you receive Covered Services for an illness while you are on vacation outside of Illinois. You show your identification card to the Provider to let him or her know that you are covered by Blue Cross and Blue Shield of Illinois.
  - b. The Provider has negotiated with the Host Blue a price of \$80, even though the Provider’s standard charge for this service is \$100. In this example, the Provider bills the Host Blue \$100.
  - c. The Host Blue, in turn, forwards the claim to Blue Cross and Blue Shield of Illinois and indicates that the negotiated price for the Covered Service is \$80. Blue Cross and Blue Shield of Illinois would then base the amount you must pay for the service -- the amount applied to your Deductible, if any, and your Coinsurance percentage -- on the \$80 negotiated price, not the \$100 billed charge.
  - d. So, for example, if your Coinsurance is 20%, you would pay \$16 (20% of \$80), not \$20 (20% of \$100). You are not responsible for amounts over the negotiated price for a Covered Service.

PLEASE NOTE: The Coinsurance percentage in the above example is for illustration purposes only. The example assumes that you have met your Deductible and that there are no Copayments associated with the service rendered. Your Deductible(s), Coinsurance and Copayment(s) are specified in this Policy.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare 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 past pricing of claims as noted above. However, such adjustments will not affect the price Blue Cross and Blue Shield of Illinois uses for your claim because they will not be applied after a claim has already been paid.

Federal or state laws or regulations may require a surcharge, tax or other fee. If applicable, we will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

### **Non-Participating Providers Outside Blue Cross and Blue Shield of Illinois Service Area**

#### **1. Liability Calculation**

When Covered Services are provided outside of Blue Cross and Blue Shield of Illinois service area by Non- Participating Providers, the amount you pay for such services will generally be based on either the Host Blue’s Non-Participating Provider local payment or the pricing arrangements required by applicable state law. 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 paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

## 2. Exceptions

In certain situations, Blue Cross and Blue Shield of Illinois may use other payment bases to determine the amount Blue Cross and Blue Shield of Illinois will pay for services rendered by Non-Participating healthcare providers. If a negotiated payment is not available, then Blue Cross and Blue Shield of Illinois may make a payment based on the lesser of: the amount calculated using the methodology described in the Policy for Non-Participating Providers located inside our service area (and described in Section C(a)(1) above); or the following such as: (i) billed covered charges; (ii) the payment we would make if the healthcare services had been obtained within our service area; or (iii) a special negotiated payment, to determine the amount Blue Cross and Blue Shield of Illinois will pay for services rendered by Non-Participating Providers; or (iv) 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 (v) for hospital or facility Providers, make a payment based on publicly available data reflecting the approximate costs; that hospitals or facilities have 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 paragraph.

### Blue Cross Blue Shield Global Core

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter “BlueCard service area”), 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 BlueCard service area 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 BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

- **Emergency Care Services**

This Policy covers only limited health care services received outside of the United States. As used in this section, “Out-of-Area Covered Services” include Emergency Services, Emergency Accident Care, Emergency Medical Care, and Urgent Care obtained outside of the United States. Follow-up care following an emergency is also available, provided the services are preauthorized by Blue Cross and Blue Shield of Illinois. Any other services will not be eligible for benefits unless authorized by Blue Cross and Blue Shield of Illinois.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, 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, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for the covered inpatient services, except for your cost-share amount/Deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for Covered Services. **You must contact the Plan to obtain preauthorization for non-emergency inpatient services.**

- **Outpatient Services**

Outpatient services are only available for Emergency Care. Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area 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 Blue Cross Blue Shield Global Core 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 with 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 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.

## **Blue Cross and Blue Shields' Separate Financial Arrangements with Prescription Drug Providers**

Blue Cross and Blue Shield hereby informs you that it has arrangements with Participating Prescription Drug Providers for the provision of, and payment for, prescription drug services to all persons entitled to prescription drug benefits under individual policies, group health insurance policies and contracts to which Blue Cross and Blue Shield is a party, including this Policy, and that pursuant to Blue Cross and Blue Shield's contracts with Participating Prescription Drug Providers, under certain circumstances described therein, Blue Cross and Blue Shield may receive discounts for prescription drugs dispensed to you. Actual discounts used to calculate your share of the cost of prescription drugs will vary. Some discounts are currently based on Average Wholesale Price ("AWP") which is determined by a third party and is subject to change.

You understand that Blue Cross and Blue Shield may receive such discounts. You are not entitled to receive any portion of any such discounts. The drug fees/discounts that Blue Cross and Blue Shield has negotiated with Prime Therapeutics LLC ("Prime") through the Pharmacy Benefit Management ("PBM") Agreement, will be used to calculate your share of the cost of prescription drugs for both retail and mail/specialty drugs. Except for mail/specialty drugs, the PBM Agreement requires that the fees/discounts that Prime has negotiated with pharmacies (or other suppliers) are passed-through to Blue Cross and Blue Shield (and ultimately to you as described above).

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:

- a. Assume you have a prescription dispensed and the undiscounted amount of the prescription drug is \$100. How is the \$100 bill paid?
- b. You will have to pay the Coinsurance Amount set out in this Policy.
- c. 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.
- d. In our example, if your Coinsurance obligation is 25%, you will have to pay 25% of \$80, or \$20. You should note that your 25% Coinsurance Amount is based upon the discounted amount of the prescription and not the full \$100 bill.

For the mail pharmacy and specialty pharmacy program 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 mail pharmacy and/or specialty pharmacy program. Blue Cross and Blue Shield 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 mail-order processing.

"Weighted paid claim" refers to the methodology of counting claims for purposes of determining 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. Blue Cross and Blue Shield pays Prime a Program Management Fee ("PMF") on a per weighted claim days' supply.

The amounts received by Prime from Blue Cross and Blue Shield, pharmacies, manufacturers 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 Blue Cross and Blue Shield (as described above), administrative fees charged by Prime to pharmacies, and administrative fees charged by Prime to pharmaceutical manufacturers. 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 manufacturer for certain administrative fees will be 5.5% of the total sales for all rebatable products of such manufacturer dispensed during any given calendar year to members of Blue Cross and Blue Shield and other Blue Plan operating divisions.

## **Blue Cross and Blue Shield's Separate Financial Arrangements with Pharmacy Benefit Managers**

Blue Cross and Blue Shield hereby informs you that it owns a significant portion of the equity of Prime and that Blue Cross and Blue Shield has entered into one or more agreements with Prime or other entities (collectively referred to as "Pharmacy Benefit Managers"), for the provision of, and payment for, prescription drug benefits to all persons entitled to prescription drug benefits under individual policies, group health insurance policies and contracts to which Blue Cross and Blue Shield is a party, including this Policy. 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. Neither the Group nor you are entitled to receive any portion of such rebates as they are figured into the pricing of the product. In addition, Prime's mail order pharmacy and other PBM services operate through the same entity, Prime Therapeutics LLC.

Prime negotiates rebate contracts with pharmaceutical manufacturers on behalf of Blue Cross and Blue Shield, but does not retain any rebates (although Prime may retain any interest or late fees earned on rebates received from manufacturers to cover the administrative costs of processing late payments). Blue Cross and Blue Shield may receive such rebates from Prime. You are not entitled to receive any portion of any such rebates as they are calculated into the pricing of the product.

## **B. PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS**

1. All benefit payments may be made by Blue Cross and Blue Shield of Illinois directly to any Provider furnishing the Covered Services for which such payment is due, and Blue Cross and Blue Shield of Illinois is authorized by you to make such payments directly to such Providers. However, Blue Cross and Blue Shield of Illinois 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 the Plan sufficiently in advance of Blue Cross and Blue Shield of Illinois' benefit payment. Blue Cross and Blue Shield of Illinois reserves the right to require submission of a copy of the Assignment of Benefit Payment.

Under this Policy, Blue Cross and Blue Shield of Illinois has the right to make any benefit payment either to you or directly to the Provider of the Covered Services. For example, Blue Cross and Blue Shield of Illinois may pay benefits to you if you receive Covered Services from a Non-Participating Provider. Blue Cross and Blue Shield of Illinois is specifically authorized by you to determine to whom any benefit payment should be made.

2. Once Covered Services are rendered by a Provider, you have no right to request Blue Cross and Blue Shield not to 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.
3. Except for the assignment of benefit payment described above, neither this Policy nor your claim for benefits under this Policy is assignable 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. Any such assignment or transfer of a claim for benefits or coverage shall be null and void.
4. The Policyholder retains the right to revoke, on a prospective basis only, such Assignment of Benefit Payments, as long as notice of such revocation is received by Blue Cross and Blue Shield sufficiently in advance of Blue Cross and Blue Shield's benefit payment.

## **C. YOUR PROVIDER RELATIONSHIPS**

1. The choice of a Provider is solely your choice and Blue Cross and Blue Shield and/or the Exchange will not interfere with your relationship with any Provider.
2. Blue Cross and Blue Shield and/or the Exchange do not undertake to furnish health care services, but solely to make payments to Providers for the Covered Services received by you. Blue Cross and Blue Shield and/or the Exchange 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 of Illinois and/or the Exchange. Any contractual relationship between a Physician and a Participating Hospital or other Participating Provider shall not be construed to mean that Blue Cross and Blue Shield of Illinois and/or the Exchange are providing professional service.
3. The use of an adjective such as Participating in modifying a Provider shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider. 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 Provider.

## **D. ENTIRE POLICY; CHANGES**

This Policy, including the Addenda and/or Riders, if any, and the individual application of the Insured constitute the entire contract of coverage. All statements made by an Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statements shall be used in defense to a Claim under this Policy unless it is contained in a written application. No change in this Policy shall be valid until approved by an executive officer of Blue Cross and Blue Shield and unless such approval is endorsed hereon or attached hereto. No agent has authority

to change this Policy or to waive any of its provisions. The issuance of this Policy supersedes all previous contracts or policies issued to the Insured by Blue Cross and Blue Shield and/or the Exchange.

#### **E. POLICY YEAR**

Policy Year means the 12 month period beginning on January 1 of each year.

#### **F. PREMIUM REBATES, AND PREMIUM ABATEMENTS; AND COST-SHARING**

- a. **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 provide any rebate as required or allowed by applicable law.
- b. **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).

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.

- c. 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 person 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.
- d. **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.

#### **G. OTHER COVERAGE WITH BLUE CROSS AND BLUE SHIELD**

Coverage effective at any one time on you under a like policy or policies in this company is limited to the one such policy elected by you, your beneficiary, or your estate, as the case may be, and Blue Cross and Blue Shield will return all premiums paid for all other such policies.

#### **H. 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, 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 or, if applicable, in the case of a medical child support court 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.

#### **I. 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 indemnity 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, 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 other Providers, Blue Cross and Blue Shield Plans, insurance companies, governmental bodies or programs or other entities providing insurance-type benefits requesting the same.

#### **J. LIMITATIONS OF ACTIONS**

No legal action may be brought to recover under this Policy, prior to the expiration of sixty (60) days after a Claim has been furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy. In addition, no such action shall be brought after the expiration of three (3) years after the time a Claim is required to be furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy.

## **K. DEATH OF THE INSURED-REFUND OF PREMIUMS**

In the event of the death of the Insured (that is, the person to whom this Policy is issued), Blue Cross and Blue Shield shall provide a refund of any unearned premiums assessed following the death of the Insured; provided, however, that a written request for a premium refund is received from the representative of the estate of the Insured or the person or entity so entitled.

## **L. PHYSICAL EXAMINATION AND AUTOPSY**

Blue Cross and Blue Shield, at its own expense shall have the right and opportunity to examine your person 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.

## **M. INCONTESTABILITY**

After the Policy has been in force two (2) years from the date of issue, no statement of the Policyholder, except intentional fraudulent misstatements, shall be used to void the Policy; and no statement by any covered person, except intentional fraudulent misstatements, shall be used to reduce or deny a Claim after the insurance coverage, with respect to which a Claim has been made, has been in effect two (2) years or more.

## **N. APPLICABLE LAW**

This Policy shall be subject to and interpreted by the laws of the State of Illinois.

## **O. SEVERABILITY**

In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Policy, but this Policy shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **P. 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 agreement.

## **Q. VALUE BASED DESIGN PROGRAMS**

Blue Cross and Blue Shield has the right to offer medical management programs, quality improvement programs, and health behavior wellness, maintenance, or improvement programs that allow for a reward, a contribution, a differential in premiums or a differential in medical, prescription drug or equipment Copayments, Coinsurance, Deductibles or costs, or a combination of these incentives 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 program. In addition, discount programs for various health or wellness-related, insurance-related or other items and services may be available from time to time. Such programs may be discontinued with or without notice.

Individuals unable to participate in these incentives 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 you 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' designated outside vendor and acceptance or declination of these services is optional to Member. 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.

#### **R. 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.

#### **S. AGENCY RELATIONSHIPS**

If this Policy is purchased through the Exchange, in no event shall Blue Cross and Blue Shield be considered the agent of the Exchange or be responsible for the Exchange. All information you provide to the Exchange and received by Blue Cross and Blue Shield from the Exchange will be relied upon as accurate and complete. You must promptly notify the Exchange and Blue Cross and Blue Shield of any changes to such information.

#### **T. OVERPAYMENT**

If Blue Cross and Blue Shield 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"), Blue Cross and Blue Shield has the right to obtain a refund of the Overpayment from: (i) the person to, or for whom, such benefits were paid, or (ii) any insurance company or plan, or (iii) any other persons, entities or organizations, including, but not limited to, Participating Providers or Non-Participating Providers.

If no refund is received, Blue Cross and Blue Shield (in its capacity as insurer or administrator) has the right to deduct any refund for any Overpayment due, up to an amount equal to the Overpayment from:

- (a) any future benefit payment owed to any person or entity under this Policy, whether for the same or a different Member; or,
- (b) any future benefit payment owed to any person or entity under another Blue Cross and Blue Shield-administered ASO benefit program and/or Blue Cross and Blue Shield administered insured benefit program or policy; or,
- (c) any future benefit payment owed to any person or entity under another Blue Cross and Blue Shield insured group benefit plan or individual policy; or,
- (d) any future benefit payment, or other payment, made to any person or entity; or,
- (e) any future payment owed to one or more Participating Providers or Non-Participating Providers.

Further, Blue Cross and Blue Shield has the right to reduce your Policy's payment to a Provider by the amount necessary to recover another Blue Cross and Blue Shield plan's or policy's Overpayment to the same Provider and to remit the recovered amount to the other Blue Cross and Blue Shield plan or policy.

## **REIMBURSEMENT PROVISION**

If you or one of your covered dependents (if you have Family Coverage) incurs expenses for sickness or injury that occurred due to the negligence of a third party and benefits are provided for Covered Services described in this Policy, you agree:

Blue Cross and Blue Shield has the right to reimbursement for all benefits Blue Cross and Blue Shield provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by you or your legal representative as a result of that sickness or injury, in the amount of the total Eligible Charge or Provider's Claim Charge for Covered Services for which Blue Cross and Blue Shield has provided benefits to you, reduced by any Average Discount Percentage ("ADP") applicable to your Claim or Claims.

Blue Cross and Blue Shield is assigned the right to recover from the third party, or his/her insurer, to the extent of the benefits Blue Cross and Blue Shield provided for that sickness or injury.

Blue Cross and Blue Shield shall have the right to first reimbursement out of all funds you, your covered dependents, or your legal representative, are or were able to obtain from the same expenses for which Blue Cross and Blue Shield has provided benefits as a result of that 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 our rights under this provision. This provision applies whether or not the third party admits liability.



## **AMERICAN INDIAN/ALASKAN NATIVE COST-SHARING NOTICE**

This Notice is hereby adopted and incorporated into your Policy.

Please read it carefully.

If you are an American Indian/ Alaskan Native enrolled under this Policy, the following variations in cost-sharing amounts will apply to your coverage under this Qualified Health Plan (QHP) offered on the Exchange:

If you have a household income of less than 300% of the Federal Poverty Level, you may be eligible for a Zero Cost Sharing (ZCS) Plan.

If you are enrolled in a ZCS QHP with a non-participating benefit, you will have your cost-sharing for medical and drug essential health Benefits, as defined in this Policy, reduced to zero when the benefit is provided at both Participating and Non-Participating provider levels. Any Preauthorization requirements, balance billing/overage from Non-Participating providers, and any maximum benefit limitation or exclusions, will still apply.

If you are enrolled in a ZCS QHP without a non-participating benefit (e.g. HMO ), you will have your cost-sharing for medical and drug essential health Benefits, as defined in your benefit booklet, reduced to zero for participating services only. Your ZCS QHP does not provide benefits for services from a Non-Participating provider, so you may be responsible for all costs associated for services obtained from such a provider. Any Preauthorization requirements, balance billing/overage from Non-Participating Providers, and any maximum benefit limitations or Exclusions, will still apply.

If you are not eligible for a ZCS Plan, you may be eligible for a Limited Cost Sharing (LCS) Plan.

Under the LCS plans, you will have cost-sharing for medical and drug essential health Benefits, as defined in your Policy, reduced to zero when you receive services from an Indian Health Service provider, other tribal or urban Indian organization provider ("I/T/U providers"), or through a referral issued by an I/T/U provider under the Contract Health Service ("CHS") program. If you do not receive services from an I/T/U provider or through a CHS referral, you may be responsible for cost-sharing described in your benefit materials. Any applicable Preauthorization requirements, balance billing/coverage from Non-Participating providers, any maximum benefit limitations or exclusions, will still apply.

For information on whether a specific Provider is a Participating Provider or Non-Participating Provider or whether a specific provider is an HIS or other tribal or urban Indian organization provider, call a customer service representative at the number located on the back of your identification card.

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.

العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك 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.
Ελληνικά Greek	Εάν εσείς ή κάποιος που βοηθάτε έχετε ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να μιλήσετε σε έναν διερμηνέα, καλέστε 855-710-6984.
ગુજરાતી Gujarati	જો તમને અથવા તમ મદદ કરી રહ્યા હોય અથવા કોઈ બીજા વ્યક્તિને અસુબી, અમ. કાચકમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क 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 ni, éí doodago ła'da biká anáníłwo'ígíí, na'ídiłkígo, ts'ídá bee ná ahóóti'i' t'áá níí'k'e níká a'doolwoł dóó hína'ídiłkídi'ígíí bee níł h'oodonih. Ata'dahalne'ígíí bich'í' hodíłnìh kwe'é 855-710-6984.
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.
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.
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 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>

**bcbsil.com**



**BlueCross BlueShield  
of Illinois**

[www.bcbsil.com](http://www.bcbsil.com)

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
An Independent Licensee of the Blue Cross and Blue Shield Association.