Your Health Care Benefit Program

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BlueCross BlueShield of Illinois

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 Advance 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, required by applicable law;
    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, required by applicable law.
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.
5. You are no longer eligible for coverage in a QHP offered through the Exchange.
6. This Policy is terminated or is decertified as a QHP.
7. Your coverage has been rescinded as described under the Rescission provision of this Policy.
8. You change from this QHP to another during an annual open enrollment period or special enrollment period.
9. 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, required by applicable law.
10. Your association membership ceases, if applicable.

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

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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.

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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. 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,

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

Jeffrey R. Tikkanen
President of Retail Markets
Blue Cross and Blue Shield of Illinois

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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 COPYAMENT 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.

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.

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 ELIGIBLE CHARGE.....means the amount that represents the billed charges from the majority of the ambulance providers in the Chicago metro area, as submitted to Blue Cross and Blue Shield of Illinois.

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 "Participating 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 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 Ambulatory Surgical Facility'' means an Ambulatory Surgical Facility which does not meet the definition of a Participating 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

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(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 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.

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.

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:

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a. is a graduate of an approved school or 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.

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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.

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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.

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.

COVERAGE DATE.....means the date on which your coverage under this Policy begins.

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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.

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,

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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, will be the lesser of:

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

(ii) Blue Cross and Blue Shield of Illinois non-contracting Eligible Charge. Except as otherwise provided in this section, the non-contracting Eligible Charge 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 Eligible Charge for Coordinated Home Care Program Covered Services will be 50% of the Non-Participating Provider's standard billed charge for such Covered Services. 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 Providers will be 50% of the Non-Participating Provider's standard billed charge for such Covered Service.

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

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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..... means the use of any treatment, procedure, facility, equipment, drug, device, or supply not accepted as Standard Medical Treatment of the condition being treated or any of such items requiring Federal or other governmental agency approval not granted at the time services were provided. Approval by a Federal agency means that the treatment, procedure, facility, equipment, drug, device, or supply has been approved for the condition being treated and, in the case of a drug, in the dosage used on the patient.

As used herein, medical treatment includes medical, surgical, or dental treatment.

Standard Medical Treatment means the services or supplies that are in general use in the medical community in the United States, and:

- 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 Facility Other Provider in which they were performed; and

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- the Physician or Professional Other Provider has had the appropriate training and experience to provide the treatment or procedure.

The medical staff of Blue Cross and Blue Shield shall determine whether any treatment, procedure, facility, equipment, drug, device, or supply is Experimental/Investigational, and will consider the guidelines and practices of Medicare, Medicaid, or other government-financed programs in making its determination.

Although a Physician or Professional Provider may have prescribed treatment, and the services or supplies may have been provided as the treatment of last resort, Blue Cross and Blue Shield of Illinois still may determine such services or supplies to be Experimental/Investigational within this definition. Treatment provided as part of a clinical trial or a research study is Experimental/Investigational.

FAMILY COVERAGE.....means coverage for you the Insured and your eligible dependents under this Policy.

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

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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 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.

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.

Sample

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 the reimbursement amount set by Blue Cross and Blue Shield for Providers designated as Participating Professional Providers. Benefits 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 and (b) for Non-Participating Professional Providers, the Maximum Allowance will be the lesser of:

(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.

Sample

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. 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 50% of the Non-Participating Professional Provider's standard billed charge for such Covered Service.

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.....SEE "EXCLUSIONS—WHAT IS NOT COVERED" SECTION OF THIS POLICY.

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

MENTAL HEALTH UNIT.....means a unit established to assist in the administration of Mental Illness and Substance Use Disorder Rehabilitation 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.

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. Anorexia nervosa and bulimia nervosa.

Sample

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-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.

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 Rehabilitation Treatment in which patients spend days or nights.

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

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

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

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

PHARMACY..... means any licensed establishment in which the profession of pharmacy is practiced, when operating within the scope of such license.

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 submission of a request to the Mental Health Unit for a determination of Medically Necessary care under this Policy.

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.

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.

Sample

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 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 you receive the services.

A ‘‘Non-Participating Prescription Drug Provider’’ means 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 you receive the services.

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

Registered Clinical Psychologist means a Clinical Psychologist who is registered with Name of Governing Body 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

Sample

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 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 SURGICAL ASSISTANT.....means a duly licensed certified 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.

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…..has the meaning set forth in the RESCISSION provision of this Policy.

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.

RESPITE 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.

Sample

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.

Sample

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 REHABILITATION TREATMENT.....means an organized, intensive, structured, rehabilitative treatment program of either Hospital or Substance Use Disorder Treatment Facility. It does not include programs consisting primarily of counseling by individuals (other than a Behavioral Health Practitioner), court ordered evaluations, programs which are primarily for diagnostic evaluations, mental retardation or learning disabilities, care in lieu of detention or correctional placement or family retreats.

SUBSTANCE USE DISORDER TREATMENT FACILITY.....means a facility (other than a Hospital) whose primary function is the treatment of Substance Use Disorder and 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

Sample

meaning required or permitted by applicable law). Tobacco includes, but is not limited to, cigarettes, cigars, pipe tobacco, smokeless tobacco, snuff, etc. For additional information, please call the number on the back of your identification card or visit our website at *www.bcbsil.com*.

TRANSPLANT LODGING ELIGIBLE EXPENSE.....means the amount of $50 per person per day reimbursed for lodging expenses related to a covered transplant.

Sample

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 ID 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 ID card to determine if you are in the network service area or log on to the website at *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.

POLICY YEAR

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

RESCISSIONS

"Rescission" is defined as a cancellation or discontinuance of coverage that has a retroactive effect other than cancellation or discontinuance of coverage for reasons related to non-payment of premium. 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 the cancellation of your coverage (and/or your dependent(s) coverage) retroactive to the effective date, subject to prior notification. You have the right to appeal this cancellation and an independent third party may review the decision. In the event of such cancellation, 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 cancellation 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 ID CARD

Sample

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

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

- Whether you have Individual Coverage or Family Coverage;
- 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 under 18 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.

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.

Sample

Any children who are dependent upon you or other care providers for support and maintenance because of a handicapped 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.

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 Advance Premium Tax Credit is greater than the initial premium), and other determining factors.

ANNUAL OPEN ENROLLMENT PERIOD / EFFECTIVE DATE OF COVERAGE

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You may apply for or change coverage or make annual changes 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 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 section "Annual Open Enrollment Period/Effective Date of Coverage" is subject to change by the Exchange, Blue Cross and Blue Shield, and/or applicable law, as appropriate.

SPECIAL ENROLLMENT PERIODS/EFFECTIVE DATES OF COVERAGE

Special enrollment periods have been designated during which you may apply for or change coverage 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 section Special Enrollment Periods/Effective Dates of Coverage.

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.

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 ID card or visit *www.cms.gov*.

2. You gain 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 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 Advance Premium Tax Credit and cost-sharing reductions, if applicable, are not effective

Sample

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 by Blue Cross and Blue Shield 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 Advance 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 and remittance of the appropriate premiums in accordance with the guidelines as established by the Exchange and Blue Cross and Blue Shield, as appropriate.

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This section "SPECIAL ENROLLMENT PERIODS" is subject to change by the Exchange, Blue Cross and Blue Shield, and/or applicable law, 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*.

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 Advance Premium Tax Credit, a grace period of 31 days 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. After a grace period of 31 days, 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 fail to pay premiums to Blue Cross and Blue Shield and/or the Exchange within 31 days of the premium due date, 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

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terminate this Policy in accordance with the TERMINATION OF COVERAGE provision of this Policy.

In the event you are receiving an Advance Premium Tax Credit, you have a three-month grace period 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 three month grace period, then coverage under this Policy will automatically terminate on the last day of the first month of the three-month grace period.

During the grace period in the event you are receiving an Advance 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;
- 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.

Policyholder is hereby notified that beginning in 2014, 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 involves a formula based in part on a health insurer's net premiums from the preceding calendar year. In addition, ACA provides for the establishment of temporary transitional reinsurance program(s) that will run from 2014 through 2016 and will be funded by reinsurance contributions ("Reinsurance Fee") from health insurance issuers and self-funded group health plans. Federal and state governments will provide information as to how the Reinsurance Fee is calculated. Your premium will be adjusted to reflect the effects of the Health Insurer Fees and the Reinsurance Fees.

Blue Cross and Blue Shield does not accept payments of premium directly from third parties except from those as required by federal law, such as the Ryan White HIV/Aids Program, Indian tribes, tribal organizations, urban Indian organizations and other qualifying federal and state government programs.

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

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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, 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

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- In the event you are receiving an Advance Premium Tax Credit, the three-month grace period for individuals receiving an Advance Premium Tax Credit (described above) has been exhausted. The last day of coverage will be the last day of the first month of the three-month 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 Advance 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 31-day 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.
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

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:

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- 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.

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).

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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℠ 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℠ network will be available to you. You can visit the Blue Cross and Blue Shield of Illinois website at *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, you must satisfy the Inpatient deductible amount (if applicable) specified on the Schedule Page of this Policy. This deductible 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 deducible amount (if applicable) specified on the Schedule Page of this Policy. This deducible is in addition to your calendar year deductible. This deductible will be referred to as the Outpatient Hospital 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.

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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.

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PREAUTHORIZATION REQUIREMENTS

Preauthorization is 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.

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 Rehabilitation Treatment. The provisions for the treatment of Mental Illness and Substance Use Disorder Rehabilitation Treatment are specified in the BLUE CROSS AND BLUE SHIELD MENTAL 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 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.

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- **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

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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

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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 service(s) received by a 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:

- Molecular Genetic Testing
- Coordinated Home Care
- Home Hemodialysis
- Home Hospice
- Home Infusion Therapy
- Private Duty Nursing
- Transplant Evaluations

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

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FAILURE TO NOTIFY FOR OUTPATIENT SERVICES

Should you fail to Notify Blue Cross and Blue Shield as required in the Outpatient Service Preauthorization Review provision of this section for Outpatient 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.

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 as determined by Blue Cross and Blue Shield. 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 determined by Blue Cross and Blue Shield. Should the Blue Cross and Blue Shield Physician find 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

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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.

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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.

Sample

BLUE CROSS AND BLUE SHIELD
MENTAL HEALTH UNIT

The Blue Cross and Blue Shield Mental Health Unit has been established to perform preadmission review and length of stay review for your Inpatient Hospital services for the treatment of Mental Illness and Substance Use Disorder. The Mental Health Unit is staffed primarily by Physicians, Psychologists, Clinical Social Workers and registered nurses.

Failure to contact the Mental Health Unit or to comply with the determinations of the Mental Health Unit will 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 Mental 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.

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 Mental 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 Mental Health Unit. If the Mental 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 Mental 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 Mental Health Unit This call must be made at least one business day prior to the scheduling of the admission. When you call the Mental Health Unit, a case manager may be assigned to you for the duration of your care.

Sample

- **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 Mental 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 Mental Health Unit. This call must be made at least one (1) business day prior to the scheduling of the admission.

- **Length of Stay Review**

Length of Stay 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 Mental Health Unit will send you a letter confirming that you or your representative called the Mental Health Unit. 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 as determined by the Mental 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 Mental 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 Mental Health Unit:

— Psychological testing

— Neuropsychological testing

— Electroconvulsive therapy

— Intensive Outpatient Programs

Sample

— Repetitive Transcranial Magnetic Stimulation

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 Mental 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 Mental 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 Mental Health Unit will not interfere with your relationship with any Provider. However, the Mental 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 Mental 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 Mental 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 care or other health care services or supplies are not Medically Necessary will be determined by the Mental Health Unit. Should the Mental Health Unit 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, see the section entitled, ‘‘EXCLUSIONS—WHAT IS NOT COVERED.’’

The Mental 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 Physician. The Mental 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.

Sample

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 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 Physician 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 Mental 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.

MENTAL HEALTH UNIT PROCEDURE

When you contact the Mental 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;

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 Mental Health Unit, the Mental Health Unit:

a. will review the medical information provided and follow-up with the Provider;

b. may determine that the services to be rendered are not Medically Necessary.

APPEAL PROCEDURE

If you or your Physician disagree with the determination of the Mental Health Unit prior to or while receiving services, that decision may be appealed by contacting the Mental 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 Mental Health Unit, 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 APPEALS PROCEDURES provision of the **HOW TO FILE A CLAIM** section of this Policy.

Sample

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.

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.

Sample

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* 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.

Sample

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 Costs for Participants in Approved Clinical Trials

Benefits will be provided for Routine Patient Costs 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.

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 Hospital payment level for Participating Providers 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.

Non-Participating Provider

When you receive Inpatient Covered Services from an a Non-Participating Provider, benefits will be provided at the Hospital payment level for Non-Participating Providers 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.

Sample

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 at the Participating Provider Hospital payment level for that portion of your Inpatient Hospital stay during which your condition is reasonably determined by Blue Cross and Blue Shield to be serious and therefore not permitting your safe transfer to a Participating Hospital.

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* FOR A LIST OF PARTICIPATING HOSPITALS.

OUTPATIENT COVERED SERVICES

You are entitled to benefits for the following services when you receive the services from a Hospital (or other specified Provider) as an Outpatient:

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.

Sample

k. **Bone Mass Measurement and Osteoporosis**—Benefits will be provided for bone mass measurement and the diagnosis and treatment of osteoporosis. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, "preventive care services" in the SPECIAL CONDITIONS section of this Policy.

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 section 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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, "preventive care services" in the SPECIAL CONDITIONS section of this Policy.

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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, "preventive care services" in the SPECIAL CONDITIONS section of this Policy.

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 section entitled, "preventive care services" in the SPECIAL CONDITIONS section of this Policy.

p. **Routine Patient Costs for Participants in Approved Clinical Trials**—Benefits will be provided for Routine Patient Costs 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.

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

Sample

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 from either a Participating or Non-Participating Provider.

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 from either a Participating or Non-Participating Provider.

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 deductible (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 deductible 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.

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 Provider, benefits for the Covered Services you receive from a Non- Participating Provider will be provided at the payment level described for an a Participating Provider.

Sample

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.

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 Physician 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 elective).

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.

Sample

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

Massage Therapy

Tobacco Use Screening and Smoking Cessation Counseling Services

Tobacco Cessation Drugs

Diabetes Self-Management Training and Education

Sample

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. 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

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

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 entitled, “preventive care services” in the SPECIAL CONDITIONS AND PAYMENTS 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.

Sample

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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, "preventive care services" in the SPECIAL CONDITIONS AND PAYMENTS section of this Policy.

Investigational Treatment

Benefits will be provided for routine patient care in conjunction with 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. Blue Cross and Blue Shield will not terminate or non- renew your Policy due to participation in an Approved Clinical Trial program. 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

Sample

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.

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 Wellness Care provision of this Policy.

Human Papillomavirus Vaccine—Benefits will be provided for a human papillomavirus (HPV) vaccine approved by the federal Food and Drug Administration. Benefits will be provided at the benefit payment level described in the section entitled, “preventive care services” in the SPECIAL CONDITIONS section of this Policy. If you purchase the vaccine 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.

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 prescription contraceptive devices, injections, implants and Outpatient contraceptive services. Outpatient contraceptive services means consultations, examinations, procedures and medical services provided on an Outpatient basis and related to the use of contraceptive methods (including natural family planning) to prevent

Sample

an unintended pregnancy. Unless otherwise stated, benefits will be provided at the benefit payment level described in the SPECIAL CONDITIONS section of this Policy.

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 section 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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, “preventive care services” in the SPECIAL CONDITIONS section of this Policy.

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. Unless otherwise stated, benefits will be provided at the benefit payment level described in the section entitled, “preventive care services” in the SPECIAL CONDITIONS section of this Policy.

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

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, as shown on 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.

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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 deductible amount in addition to your calendar year deductible specified on the Schedule Page of this Policy.

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

Sample

- 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, from a Participating Hospital or from a Participating Ambulatory Surgical Facility and, due to any reason, Covered Services for anesthesiology, pathology, radiology, neonatology or emergency room 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.

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 are rendered by either a Participating Provider or a Non-Participating Provider. Your calendar year deductible will apply.

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 Maximum Allowance whether or not you have met your calendar year deductible. The office visit Copayment will not apply.

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

Participating Professional Providers are:

- Audiologists
- Physicians
- Podiatrists
- Psychologists
- Certified Clinical Nurse Specialists
- Certified Nurse-Midwives
- Certified Nurse Practitioner
- Certified Registered Nurse Anesthetists
- Durable Medical Equipment Providers

Sample

- 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 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:

- 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

Sample

- Clinical Social Workers
- Clinical Professional Counselors
- Clinical Laboratories
- Marriage and Family Therapists
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- 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.

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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.

Your benefits for Pediatric Vision Care are administered by Blue Cross and Blue Shield. Blue Cross and Blue Shield has contracted with Davis Vision®, Inc. Davis Vision provides customer service and claims administration services for Pediatric Vision Care. The relationship between Blue Cross and Blue Shield and Davis Vision is that of Independent contractors. Through our arrangement with Davis Vision, you will have access to Davis Vision's extensive network of vision care Providers.

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 an Out-of-Network and/or Non-Participating 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.

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 does not cover services or materials connected with or charges arising from:

- any vision service, treatment or materials not specifically listed as a covered service
- 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

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- 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
- non-prescription (Plano) lenses
- 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
- replacement of lost, stolen, damaged, or broken materials, unless otherwise covered through warranty
- services of unlicensed personnel

How the Vision Care Plan Works

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

Before you go to a Network or Participating vision care plan 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 Network or Participating vision care provider, visit our website at *www.bcbsil.com*, or contact the Customer Service telephone number located on your Identification Card to obtain a list of the Network or Participating vision care plan providers nearest you.

If you obtain glasses or contacts from an Out-of-Network provider or Non-Participating Provider, you must pay the provider in full and submit a claim for reimbursement (see **CLAIM FILING PROCEDURES** 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 Network 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.

Sample

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.

Sample

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

Sample

OTHER COVERED SERVICES

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

- The processing, transporting, handling, storage, 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 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 Accident Care or covered Emergency Medical Care. Benefits will not be provided for long distance trips.
- 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.
- 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.

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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:

- 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
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Surgical Assistants

Sample

- 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:

- 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
- Physical Therapists
- Occupational Therapists
- Speech Therapists
- Optometrists
- Orthotic Providers
- Prosthetic Providers
- Registered Surgical Assistants
- Retail Health Clinics
- other Professional Providers

Sample

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.

Sample

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 a companion. If the recipient of the transplant is a dependent child under the limiting age of this Policy, benefits for transportation and lodging will be provided for the transplant recipient and 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.

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- Benefits for lodging will be provided at 100% of the Transplant Lodging Eligible Expense.

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

- 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

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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 Outpatient Hospital payment level specified 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 Outpatient Hospital payment level specified 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 maximum when such services are received from a Participating Provider:

- 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* or contact Customer Service at the toll-free number on your identification card.

Preventive Care Services for Adults:

1. Abdominal aortic aneurysm screening for men who have ever smoked
2. Alcohol misuse screening and counseling
3. Aspirin use for men and women of 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

Sample

7. Depression screening
8. Type 2 diabetes screening for adults with high blood pressure
9. Diet counseling for adults at higher risk for chronic disease
10. HIV screening for all adults at higher risk
11. The following immunization vaccines for adults (doses, recommended ages, and recommended populations vary):
    - Hepatitis A
    - Hepatitis B
    - Herpes Zoster
    - Human papillomavirus
    - Influenza (Flu shot)
    - Measles, Mumps, Rubella
    - Meningococcal
    - Pneumococcal
    - Tetanus, Diphtheria, Pertussis
    - Varicella
12. Obesity screening and counseling
13. Sexually transmitted infections (STI) prevention
14. Tobacco use screening and cessation interventions for tobacco users
15. Syphilis screening for adults at higher risk
16. Physical Therapy to prevent falls in adults age 65 years and older who are at increased risk for falls
17. Hepatitis C virus (HCV) screening for persons at high risk for infection
18. One-time HCV infection screening of adults born between 1945 and 1965

Preventive Care Services for Women (including pregnant women):

1. Anemia screening on a routine basis for pregnant women
2. Bacteriuria urinary tract screening or other infection screening for pregnant women
3. BRCA counseling about genetic testing for women at higher risk
4. Annual breast cancer mammography screenings for women over 40
5. Breast cancer chemoprevention counseling for women at higher risk
6. Breastfeeding comprehensive support and counseling from trained Providers, as well as access to breastfeeding supplies, for pregnant and nursing women

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7. Cervical cancer screening for sexually active women
8. Chlamydia infection screening for younger women and women at higher risk
9. Contraception: FDA-approved contraceptive methods, sterilization procedures, and patient education and counseling
10. Domestic and interpersonal violence screening and counseling for all women
11. Folic acid supplements for women who may become pregnant
12. Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes
13. Gonorrhea screening for all women at higher risk
14. Hepatitis B screening for pregnant women at their first prenatal visit
15. HIV screening and counseling for sexually active women and pre-natal HIV testing
16. Human papillomavirus (HPV) DNA test: high risk HPV DNA testing every 3 years for women with normal cytology results who are age 30 or older
17. Osteoporosis screening for women over age 60, depending on risk factors
18. Rh incompatibility screening for all pregnant women and follow-up testing for women at higher risk
19. Tobacco use screening and interventions for all women, and expanded counseling for pregnant tobacco users
20. Sexually transmitted infections (STI) counseling for sexually active women
21. Syphilis screening for all pregnant women or other women at increased risk
22. Well-woman visits to obtain recommended preventive services.
23. Intrauterine device (IUD) services related to follow-up and management of side effects, counseling for continued adherence, and device removal
24. Hepatitis C virus (HCV) screening for persons at high risk for infection
25. One-time HCV infection screening of adults born between 1945 and 1965

Preventive Care Services for Children:

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 sexually active females
5. Congenital hypothyroidism screening for newborns
6. Depression screening for adolescents
7. Development screening for children under age 3, and surveillance throughout childhood

Sample

8. Dyslipidemia screening for children at higher risk of lipid disorder
9. Fluoride chemoprevention supplements for children without fluoride in their water source
10. Gonorrhea preventive medication for the eyes of all newborns
11. Hearing screening for all newborns
12. Height, weight and body mass index measurements
13. Hematocrit or hemoglobin screening
14. Hemoglobinopathies or sickle cell screening for all newborns
15. HIV screening for adolescents at higher risk
16. 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
    - Any other immunization that is required by law for a child. Allergy injections are not considered immunizations under this benefit provision
17. Iron supplements for children ages 6 to 12 months at risk for anemia
18. Lead screening for children at risk for exposure
19. Medical history for all children throughout development
20. Obesity screening and counseling
21. Oral health risk assessment for younger children up to ten years old
22. Phenylketonuria (PKU) screening for newborns
23. Sexually transmitted infections (STI) prevention and counseling for adolescents at higher risk
24. Tuberculin testing for children at higher risk of tuberculosis
25. Vision screening for all children

Sample

26. Inactivated poliovirus immunization

27. Autism screening for children at 18 and 24 months of age.

28. Hepatitis C virus (HCV) screening for persons at high risk for infection

The FDA approved contraceptive drugs and devices currently covered under this benefit provision are listed on the Contraceptive Drugs & Devices List. This list is available on our website at *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 Drugs & Devices 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 Drugs & Devices 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 Non-Participating Pharmacy, or other routine Covered Services may be subject to the Deductible, Coinsurance, Copayments and/or benefit maximums.

If a recommendation or guidance for a particular preventive health service does not specify 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.

TREATMENT OF MENTAL ILLNESS AND SUBSTANCE USE DISORDER REHABILITATION TREATMENT

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

Sample

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 Rehabilitation Treatment

Benefits for all of the Covered Services previously described in this Policy are available for Substance Use Disorder Rehabilitation 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 Rehabilitation Treatment in a Residential Treatment Center. Substance Use Disorder Rehabilitation 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) 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.

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:

Sample

— 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 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

Sample

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 or the inability to 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 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.

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. Following the forth completed oocyte retrieval in a benefit period, benefits will be provided for one subsequent procedure to transfer the oocytes or sperm to you.

Special Limitations

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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.

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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. 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* for a list of Preferred Participating Pharmacies or call the Customer Service toll-free number on your identification card. The Pharmacies that are Preferred Participating Pharmacies may change from time to time. 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 Formulary or Non-Formulary 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 Formulary or Non-Formulary 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 with United States Food and Drug Administration (FDA)-approved pharmaceutical ingredients by a pharmacist to produce a unique formulation that is Medically Necessary 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;

Sample

(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 entirely 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).

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.

FORMULARY BRAND NAME DRUG.....means a brand name prescription drug product that is identified on the *Drug List* as a Formulary Brand Name Drug and is subject to the Formulary Brand Name Drug payment level. The *Drug List* is available by accessing the website at *www.bcbsil.com*.

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 and corresponding payment level, Blue Cross and Blue Shield utilizes the generic/brand status assigned by a nationally recognized provider of drug product database information. A list of high and low-cost generic drugs is available on the Blue Cross and Blue Shield website at *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.

Sample

NATIONAL DRUG CODE (NDC).....means a national classification system for the identification of drugs.

NON-FORMULARY BRAND NAME DRUG.....means a Brand Name Drug that is identified on the *Drug List* as a Non-Formulary Brand Name Drug and is subject to the Non-Formulary Brand Name Drug payment level. The *Drug List* is available by accessing the website at *www.bcbsil.com*.

NON-PARTICIPATING PHARMACY OR NON-PARTICIPATING PRESCRIPTION DRUG PROVIDER.....means 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 you receive the services.

PARTICIPATING PHARMACY OR PARTICIPATING PRESCRIPTION DRUG PROVIDER.....means an independent retail Pharmacy, chain of retail Pharmacies, home delivery Pharmacy or specialty drug Pharmacy which has entered into 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 services to you at the time you receive the services.

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 practices.

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.

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, you should contact your Pharmacy, refer to the *Drug List* by accessing the website at *www.bcbsil.com* or call the Customer Service toll-free number on your identification card.

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

ABOUT YOUR BENEFITS

Drug List

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The benefit payments of 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 drugs regulated by the FDA for inclusion on the *Drug List*. As part of the process, the committee reviews data from clinical studies, published literature and opinions from experts who are not part of the committee. 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*.

The committee considers drugs that are newly approved by the FDA, as well as those that have been on the market for some time. Entire drug classes are also regularly reviewed. Changes to this list can be made from time to time.

The *Drug List* and any modifications will be made available to you. Blue Cross and Blue Shield may offer multiple formularies. By accessing the website at *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*. Drugs that appear on the *Drug List* as Non-Formulary Brand Name Drugs are subject to the Non-Formulary Brand Name Drug payment level plus any pricing differences that may apply to the Covered Drug you receive.

You, your prescribing health care provider (your "prescriber"), or your authorized representative, can ask for the *Drug List* exception if your drug is not on (or is being removed from) the *Drug List,* or the drug required as part of step therapy or dispensing limits has been found to be (or 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 ID 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 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 you, your prescriber, or your authorized representative may be able to ask for an expedited review process. 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 ID 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, hepatitis C, and more serious forms of anemia, hypertension, asthma, epilepsy, and psoriasis 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

Sample

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 there is no penalty if you do not 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 contact your Pharmacy or refer to the *Drug List* by accessing the website at *www.bcbsil.com* or call the Customer Service toll-free number on your identification card.

Controlled Substances Limitation

If Blue Cross and Blue Shield determines that you have received quantities of a controlled substance medication not supported by FDA approved dosages or recognized treatment guidelines, any additional drugs may be subject to a review for medical necessity, appropriateness and other coverage restrictions such as limiting coverage to services provided by a certain Provider and/or Preferred Participating Pharmacy for the prescribing and dispensing of the controlled substance medication.

Extended Retail Prescription Drug Supply Program

Your coverage includes benefits for 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). 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 website at *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. To

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determine if a specific drug is subject to this limitation, you can refer to the *Drug List* by accessing the website at *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.

Day Supply

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.

COVERED SERVICES

Benefits for Medically Necessary Covered Drugs prescribed to treat you for a chronic, disabling, or life–threatening illness are available if the drug:

1. Has been approved by the FDA for at least one indication; and
2. Is recognized in substantially accepted peer-reviewed medical literature for treatment of the indication for which the drug is prescribed.

Some drugs are manufactured under multiple brand names and have many therapeutic equivalents. Generic medications may also have several therapeutic equivalents. In such cases, Blue Cross and Blue Shield may limit benefits to specific therapeutic equivalents. If you do not choose the therapeutic equivalents that are covered under this benefit section, the drug purchased will not be covered under any benefit level. Some prescription drug products may be more cost-effective than others without sacrificing quality. 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, and as determined by Blue Cross and Blue Shield. Benefits will not be provided 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:

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- 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 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 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, Copayments and/or benefit maximums.

Specialty Drugs

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

Immunosuppressant Drugs

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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.

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, intravenously administered cancer medications or injected cancer medications that are used to kill or slow the growth of cancerous cells. Your Copayment Amount, Coinsurance Amount, or Deductible, as applicable, will not apply to orally administered cancer medications.

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.

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 website at *www.bcbsil.com* or call the Customer Service toll-free number on your identification card.

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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. Blue Cross and Blue Shield will reimburse you for Covered Drugs and covered vaccinations equal to:

- the Coinsurance Amount indicated,
- the Copayment Amount indicated,
- less the amount for which you are responsible for as described under the BENEFIT PAYMENT FOR PRESCRIPTION DRUGS provision later in this Benefit Section.

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 website at *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 or to locate a Specialty Pharmacy Provider, you should refer to the *Drug List* by accessing the website at *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,

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- 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 Participating Pharmacy.

YOUR COST

Deductible

If you are responsible for a Coinsurance Amount, 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. Expenses incurred by you for Covered Services under this Benefit Section will also be applied towards the program deductible.

BENEFIT PAYMENT FOR PRESCRIPTION DRUGS

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, Participating or Non-Participating Pharmacy.

When you obtain Covered Drugs (other than Specialty Drugs), including diabetic supplies from a Preferred Participating 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 minus the Copayment Amount or Coinsurance Amount and will not apply to your calendar year deductible.

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. However, for certain Maintenance Drugs, larger quantities may be obtained through the Home Delivery Prescription Drug Program. For information on these drugs, contact your Participating Pharmacy or call the Customer Service toll-free number located on your identification card. Benefits for prescription inhalants will not be restricted on the number of days before an inhaler refill may be obtained.

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.

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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.

Specialty Pharmacy Program

When you obtain covered Specialty Drugs from a Provider who is not a Specialty Pharmacy Provider, benefits will be provided at 50% of the amount you would have received had you obtained drugs from a Specialty Pharmacy Provider and will not apply to your calendar year deductible.

EXCLUSIONS

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

1. 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.
2. 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.) 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.
3. Administration or injection of any drugs.
4. Vitamins (**except** those vitamins which by law require a Prescription Order and for which there is no non–prescription alternative).
5. 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.
6. 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.
7. 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.
8. Drugs which are repackaged by a company other than the original manufacturer.
9. 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

Sample

Health Care Practitioner or by law, or any drugs or medicines dispensed more than one year following the Prescription Order date.

10. 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.
11. 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.
12. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss, or dietary control.
13. Drugs, that the use or intended use of which would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
14. 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.
15. 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.
16. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
17. 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 by Blue Cross and Blue Shield.
18. Athletic performance enhancement drugs.
19. 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.
20. Some drugs manufactured under multiple brand names that have many therapeutic equivalents. Blue Cross and Blue Shield may limit benefits to specific equivalents.
21. Compound Drugs

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22. Drugs without superior clinical efficacy which have lower cost therapeutic equivalents or therapeutic alternatives.
23. Medications in depot or long acting formulations that are intended for use longer than the covered days supply amount.
24. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the identification card.
25. Benefits will not be provided for any self-administered drugs dispensed by a Physician.
26. Any Legend Drug which is not listed on the *Drug List* unless specifically covered elsewhere in this Policy and/or is required to be covered by applicable law or regulation.
27. Drugs determined by the Plan to have inferior efficacy or significant safety issues.

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PROGRAM PAYMENT PROVISIONS

LIFETIME MAXIMUM

The total dollar amount that will be available in benefits for you is unlimited subject to the separate dollar maximums for specific Covered Services described earlier in this Policy, if any.

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 deductible
- the urgent care facility Copayment
- the Participating Provider Inpatient deductible
- the Participating Provider Outpatient Surgical deductible
- 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 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 Medical Services Advisory Program and/or the Blue Cross and Blue Shield Mental 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.

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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 deductible
- the Non-Participating Provider Inpatient deductible
- the Non-Participating Provider Outpatient Surgical deductible
- 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 Medical Services Advisory Program and/or the Blue Cross and Blue Shield Mental Health Unit
- services, supplies, or charges limited or excluded in this Policy
- expenses not covered because a benefit maximum 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.

These out-of-pocket expense limit amounts are subject to change or increase as permitted by applicable law.

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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

Sample

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 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

Sample

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. 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, 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.

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— 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).

— 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.

— Not-withstanding 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.

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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 ID 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*. 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

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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*.

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:

Blue Cross and Blue Shield of Illinois
P.O. Box 14624
Lexington, KY 40512-4624

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.

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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);
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. Contact information for applicable office of health insurance consumer assistance or ombudsman.

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

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service, the diagnosis, the Claim Charge, and any other information which Blue Cross and Blue Shield may request in connection with services rendered to you.

Urgent Care Clinical Claims*

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

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

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

** This period may be extended one time by Blue Cross and Blue Shield for up to 15 days, provided that Blue Cross and Blue Shield both (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies you, prior to the expiration of the initial 15-day period, of

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the circumstances requiring the extension of time and the date by which Blue Cross and Blue Shield expects to render a decision.

Post-Service Claims

Type of Notice or Extension	Timing
If your claim is incomplete, Blue Cross and Blue Shield must notify you within:	**30 days**
If you are notified that your claim is incomplete, you must then provide completed claim information to Blue Cross and Blue Shield within:	**45 days after receiving notice**
Blue Cross and Blue Shield must notify you of the claim determination (whether adverse or not):	
if the initial claim is complete, within:	**30 days***
after receiving the completed claim (if the initial claim is incomplete), within:	**45 days**

* This period may be extended one time by Blue Cross and Blue Shield for up to 15 days, provided that Blue Cross and Blue Shield both (1) determines that such an extension is necessary due to matters beyond the control of 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 ID card or you may write to:

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

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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.

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;
2. The denial, reduction, or termination of or failure to provide or make payment, in whole or in part, for a benefit based on a determination by Blue Cross and Blue Shield or its designee utilization review organization that a preexisting condition was present before the effective date of coverage; or
3. A rescission of coverage determination, which does not include a cancellation or discontinuance of coverage that is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage. Rescission is defined as a cancellation or discontinuance of Coverage that has a retroactive effect.

For purposes of this benefit program, we will refer to both an Adverse Determination and an Adverse Benefit Determination as an Adverse Benefit Determination, unless indicated otherwise.

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

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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 full and fair 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. 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 ID card.

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. You may call Phone Number or send your request to:

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

- 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.

Blue Cross and Blue Shield will provide you or your authorized representative with any new or additional evidence or rationale and any other information and documents used in the denial or the review of your Claim without regard to whether such information was considered in the initial determination. No deference will be given to the initial Adverse Benefit Determination. Such new or additional evidence or rationale and information will be provided to you or your authorized

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representative sufficiently in advance of the date a final decision on appeal is made in order to give you a chance to respond. 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. 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 (if the appeal is related to health care services and not related to administrative matters or Complaints) or 30 days after the appeal has been received by Blue Cross and Blue Shield, whichever is sooner.

Blue Cross and Blue Shield will render a decision of a post-service appeal as soon as practical, but in no event more than 15 business days after receipt of all required information (if the appeal is related to health care services and not related to administrative matters or Complaints) or 60 days after the appeal has been received by Blue Cross and Blue Shield, whichever is sooner.

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, orally of its determination followed-up by a written notice of the determination.

The written notice will include:

a. The reasons for the determination;

b. A reference to the benefit plan provisions on which the determination is based, or the contractual, administrative or protocol for the determination;

c. 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;

d. An explanation of Blue Cross and Blue Shield's external review processes (and how to initiate an 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;

e. 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);

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f. 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;

g. 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;

h. 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;

i. 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;

j. A description of the standard that was used in denying the Claim and a discussion of the decision;

k. Contact information for applicable office of health insurance consumer assistance or ombudsman.

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.

If an appeal is not resolved to your satisfaction, you may appeal Blue Cross and Blue Shield's decision to the Illinois Department of Insurance. The Illinois Department of Insurance will notify Blue Cross and Blue Shield of the appeal. 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.

The Illinois Department of Insurance can be contacted at:

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

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

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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.

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

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 ID 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 Director of the Illinois Department of Insurance ("Director') within four months of receiving an Adverse Determination or Final Adverse Determination. 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 Director 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 Director, 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

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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 Director, 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 Director, 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 Director by filing a complaint with the Director. The Director may determine that a request is eligible for external review and require that it be referred for external review. In making such determination, The Director'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 Director receives notice that your request is eligible for external review following the preliminary review, the Director 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 Director; 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 Director 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

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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 Director, 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.

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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 Director 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 Director;
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. Benefits will not be provided for services or supplies not covered under the benefit program if the IRO determines that the health care services being reviewed were medically appropriate.

The IRO is not bound by any claim determination reached prior to the submission of information to the IRO. The Director, you, and your authorized representative, if applicable, and Blue Cross and Blue Shield will receive written notice from the IRO.

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

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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 Director either orally (by calling 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 Director shall immediately send a copy of the request to Blue Cross and Blue Shield. Blue Cross and Blue Shield shall immediately notify the Director, 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 Department of Insurance by filing a complaint with the Department of Insurance. The Department of Insurance 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, Department of Insurance'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 Director shall immediately assign an IRO on a random basis from the list of IROs approved by the Director; and immediately notify Blue Cross and Blue Shield of the name of the IRO.

Upon receipt from the Director 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. 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 Director, 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 Director, Blue Cross and Blue Shield, you and, if

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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 Director, 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 less 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 Director, 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 Director, 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. Benefits will not be provided for services or supplies not covered under the benefit program if the IRO determines that the health care services being appealed were medically appropriate.

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.

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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 party 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.

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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.

sample

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 covered 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.

Sample

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.

If you are eligible for Medicare Part B, the benefits of this Benefit Program may be reduced taking into consideration the amount that would be payable for an Allowable Expense under Medicare Part B whether or not you have enrolled in Part B and/or received payment from Medicare.

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.

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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.

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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.

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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.

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:

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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

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In certain situations, Blue Cross and Blue Shield of Illinois may use other payment bases, such as billed covered charges, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment, to determine the amount Blue Cross and Blue Shield of Illinois will pay for services rendered by Non-Participating Providers. 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.

BlueCard Worldwide® Program

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 the BlueCard Worldwide® Program when accessing Covered Services. The BlueCard Worldwide Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the BlueCard Worldwide Program 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 BlueCard Worldwide 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 BlueCard Worldwide 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 BlueCard Worldwide 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**

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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 BlueCard Worldwide® Claim**

When you pay for Covered Services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a BlueCard Worldwide International claim form and send the claim form with the provider's itemized bill(s) to the BlueCard Worldwide 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 BlueCard Worldwide Service Center or online at *www.bluecardworldwide.com*. If you need assistance with your claim submission, you should call the BlueCard Worldwide 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 certificates, 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.

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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 equals one weighted paid claim; each extended supply or mail order (including Mail Service) paid claim equals three weighted paid claims. However, Blue Cross and Blue Shield pays Prime a Program Management Fee ("PMF") on a per paid claim basis. "Funding Levers" means a mechanism through which Blue Cross and Blue Shield funds the fees (net fee, ancillary fees and special project fees) owed to PBM. Funding Levers always include manufacturer administrative fees, mail order utilization, participating pharmacy transaction fees, and, if elected by Blue Cross and Blue Shield, may include rebates and retail spread. Blue Cross and Blue Shield's net fee owed to Prime for core services will be offset by the Funding Levers. Blue Cross and Blue Shield pays Prime the net fee for core services, ancillary fees and special project fees, offset by all applicable Funding Levers as agreed upon under the terms of its agreement with Prime. The net fee is calculated based on a fixed dollar amount per Weighted Paid Claim.

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 3% 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 certificates, 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

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manufacturers to receive rebates for using their products. 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.

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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. 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.

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d. **Cost-Sharing.** Blue Cross and Blue Shield reserve 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.

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.

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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 health behavior wellness, maintenance, or improvement programs that allow for a reward, a contribution, a differential in premiums or 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 without notice.

Sample

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.

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.

Sample

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:

a. 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.
b. Blue Cross and Blue Shield is assigned the right to recover from the third party, or his or 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.

Sample

NATIVE AMERICAN COST-SHARING NOTICE

If you are a Native American enrolled under this Plan, 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 an out-of-network benefit (e.g. PPO or POS), 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 In-Network and Non-Participating providers. 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 an out-of-network benefit (e.g. HMO or EPO), you will have your cost-sharing for medical and drug Essential Health Benefits, as defined in your benefit booklet, reduced to zero for in-network services only. Your ZCS QHP does not provide benefits for services received from a Non-Participating provider, so you may be responsible for all costs associated for services obtained from such a provider.**

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 this 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/overage from Non-participating providers, any maximum benefit limitations or exclusions, will still apply.**

For information on whether a specific Provider is a Network Provider or Out-of-Network Provider or whether a specific Provider is an IHS or other tribal or urban Indian organization provider, call a Customer Service Representative at the number located on the back of your Identification Card.

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