



Regence BlueShield is an Independent Licensee  
of the Blue Cross and Blue Shield Association



Progressive 200

Program Provided By:  
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This brochure is a **summary** of the benefits available under the Contract. For complete details on Contract provisions, please refer to the Contract on file with your group.

## **WELCOME**

## **HOW CAN WE HELP YOU?**

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At Regence BlueShield, we believe in providing the highest quality customer service. This means that we offer top-notch benefit plans, strong provider networks and hassle-free health care, with local customer service staff who can answer your questions quickly and accurately. Providing coverage since 1917, we stand by our original goal: to be the first choice in health plans in the communities we serve.

## **INTRODUCTION**

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Your Preferred Plan is designed to provide benefits for high-quality health care rendered in the most appropriate setting. This plan provides coverage for subscribers and dependents enrolled with Regence BlueShield.

The “preferred plan” concept allows you a wide choice of health care providers who have agreed to accept a negotiated fee for their services to you. To obtain the highest level of benefits, you must receive services from a Preferred Plan provider. The Payment Schedule shows the benefit payment levels for your Preferred Plan. Please read the brochure carefully, so that you will be familiar with all the provisions that apply to your plan, including any limitations and exclusions.

In addition, your plan contains special provisions to help you choose the most appropriate and cost-effective level of care. If you have any questions about your benefits, please call the number listed in the Customer Service Directory.

*In this brochure, Regence BlueShield is referred to as the “Company” and the Regence BlueShield Preferred Plan is referred to as the “Preferred Plan.”*

*This plan is underwritten by Regence BlueShield of Seattle, Washington.*

# WHEN AM I ELIGIBLE FOR COVERAGE?

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## EMPLOYEE ELIGIBILITY

Active, full-time employees of the group are eligible for coverage under this plan. In this brochure, the employee is referred to as the “subscriber.”

## DEPENDENT ELIGIBILITY

Eligible dependents include:

- The subscriber’s lawful spouse.
- The domestic partner of the subscriber. If all requirements are met, as stated in the signed “Affidavit of Qualifying Domestic Partnership,” all plan provisions stated as applicable to a spouse will also be applicable to a domestic partner. For the purpose of this plan, the use of the term “marriage” will also be applicable to a domestic partnership.
- A natural child, adopted child, a child legally placed with the subscriber for adoption including a child for whom the subscriber has assumed a total or partial legal obligation for support in anticipation of adoption, a stepchild, or a child for whom the subscriber is the legal guardian (the subscriber will need to provide a court order showing legal guardianship). In addition, a child of the subscriber will be eligible for coverage under this plan when required by a court order. A child must be under age 25 to be eligible for coverage under this plan. Children who are incapacitated due to developmental disability or physical handicap and chiefly dependent upon the subscriber, spouse, or non-covered legal parent for support and maintenance are also eligible for benefits, provided the dependent child was covered on the day before the 25th birthday and the incapacity occurred prior to the 25th birthday. Benefits will be provided for the duration of the incapacity unless coverage terminates. Proof of the incapacity and dependency will be required within 31 days after the child’s 25th birthday, and not more frequently than one time per year after the child’s 27th birthday. If the incapacitated child’s coverage ends for any reason after the 25th birthday, the child will not be eligible for coverage under this Dependent Eligibility provision.

## **APPLICATION FOR COVERAGE**

To become covered under this plan, you must first complete an application for yourself and each family member you wish to cover. For employees, coverage begins on the first day of the next month after your application has been accepted by the Company and you have completed any probationary period required by your employer. For dependents who are eligible and are included on the subscriber's application, coverage begins on the subscriber's effective date.

If you or your dependent is not enrolled for coverage when initially eligible, coverage will not be available until the next open enrollment period, except when required by court order.

If you declined enrollment in writing, for you or your dependents, due to other health coverage, you and any eligible dependents may apply for coverage under this plan, or any other plan offered by the group, prior to the next anniversary date if the Company receives your application for coverage (a) within 30 days of exhaustion of COBRA continuation coverage, loss of eligibility for the prior health coverage, or loss of an employer's contribution to the rate for the prior health coverage or (b) within 60 days of the date the Washington State Department of Social and Health Services (DSHS) makes a determination that it is cost-effective for eligible dependent(s) to have coverage under the plan. Coverage will begin on the first day of the month after the Company has accepted the application. If you acquire a dependent either through adoption, placement for adoption, birth of a child, or marriage, you and your dependents may apply for coverage under this plan or any other plan offered by the group, prior to the next anniversary date. The Company must receive your application within 31 days of marriage, or within 60 days of birth, placement for adoption, or date of assumption of total or partial legal obligation for support of a child in anticipation of adoption. Coverage for you and your dependents will begin retroactive to either the date of birth of a natural newborn, the date of placement of an adoptive child, the date of assumption of total or partial legal obligation for support of a child in anticipation of adoption, or in the case of marriage, on the first day of the month after the Company has accepted the application.

Please submit a new Employee Enrollment & Change Form to your employer if there is any change in your family's eligibility. Forms are available through your employer.

## **NEWBORN AND ADOPTED CHILDREN**

For the subscriber's natural newborn child, coverage will be retroactive to the date of birth provided the Company receives the subscriber's application for the new dependent's coverage within 60

days following birth. For the subscriber's adopted child, coverage will be retroactive to the date of placement for adoption or the date the subscriber assumed total or partial legal obligation for the child's support in anticipation of adoption if the Company receives the subscriber's application for the new dependent's coverage within 60 days following placement or the subscriber's assumption of legal obligation for the child's support. For the subscriber's natural newborn, adoptive child under age 18, or child placed for adoption under age 18, none of the preexisting limitations or preexisting condition waiting periods of this plan will apply to such child, if enrolled for coverage under this plan within 60 days of birth, adoption, or placement for adoption. If your group's Contract does not require a rate payment for the natural newborn or adoptive child, you do not have to complete an application for the child. However, for both newborns and adopted children, the Company should receive applications within 31 days to prevent delays in claims processing.

## **FALSE STATEMENTS**

If the member or anyone acting on their behalf makes a false statement in the application or eligibility records or withholds information with intent to deceive or affect the acceptance of the application or the risks assumed by the Company, or otherwise misleads the Company into providing benefits it would not otherwise have provided, the Company shall be entitled to recover its damages from the member, from the group, from any other person responsible for misleading the Company, and from the person for whom the benefits were provided. In addition, the Company may retroactively terminate coverage under this Contract for a member who commits fraud or material misrepresentation in connection with obtaining coverage or benefits such as providing false or misleading information on a claim. Coverage will not be offered to an employee of the group or the employee's dependents whose coverage was previously terminated for fraud or material misrepresentation or was not accepted for the same reasons.

## **WHAT DO I NEED TO DO BEFORE I GET CARE?**

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Your Preferred Plan includes a health management program to encourage you to be aware of and involved in decisions about the most cost-effective level of medical care that is appropriate for you. There are frequently less costly alternatives to more expensive medical procedures or settings.

Please read the following sections on second surgical opinions and preadmission approval carefully. If you do not follow the procedures, your benefits could be significantly reduced. Benefits for these procedures are subject to waiting periods, the annual deductible and all other provisions of this plan as described in this brochure.

### **VOLUNTARY SECOND SURGICAL OPINION**

If you choose to have a voluntary second surgical opinion before having surgery, the physician's services and any related x-ray and laboratory charges will be paid in full for the second opinion and are not subject to any deductible or copay when performed by the physician referred to you as described below.

Your Preferred Plan, , or recognized physician can handle obtaining a second opinion referral by contacting the Company at the number listed in the Customer Service Directory. The Company will furnish the names of physicians from whom the second opinion may be obtained. The second opinion must be obtained from a physician referred to the member by the Company, and who is not the physician who will perform the surgery.

You may use one of the physicians referred by the Company to take advantage of the copay and deductible waiver, but if you choose not to use one of the physicians referred by the Company, the benefit will still be paid under this plan, but at the Professional Services payment level. If you do not follow the procedures for obtaining a second surgical opinion, benefits will be paid at the Professional Services payment level, and will be subject to any deductible or copays of your plan.

A third opinion will also be covered if the first two opinions do not agree, but no additional opinions will be covered. Once you receive the second opinion, even if the physicians do not agree, the decision to have the surgery will rest with you.

*If you have any questions on the voluntary second surgical opinion process, you may call the phone number listed in the Customer Service Directory.*

## **PREADMISSION APPROVAL**

The preadmission approval requirements of this section will apply only to the member who seeks an inpatient admission from providers outside the service area that have not contracted with a Blue Cross and/or Blue Shield plan. All medical and surgical care received outside the service area that is not a medical emergency must be obtained in a setting other than inpatient, unless the Company determines that inpatient care is medically necessary.

If you are using a provider outside the service area who has not contracted with a Blue Cross and/or Blue Shield plan in that area, you must have your provider contact the Company prior to any inpatient facility admission that is not a medical emergency by submitting a "Preadmission Review Request" form (available from the Company at the address given in the Customer Service Directory) to the Company at least 10 days before your admission date; or you may have your provider contact the Company by telephone at the number listed in the Customer Service Directory.

The Company will evaluate the information provided by your provider to determine in advance whether inpatient care is medically necessary. A new approval should be obtained for each admission or readmission.

It is not necessary to request preadmission approval for emergency services; maternity admissions when you or your spouse is in labor or scheduled for a cesarean section or labor induction (however, notice of such admissions should be given to the Company within 48 hours or by the first working day after the admission); treatment in an outpatient facility or provider's office; or admissions to hospitals outside of the United States or hospitals within United States territories.

If the preadmission approval is not requested and the Company determines that an inpatient level of care is not medically necessary, benefits for the inpatient care, including any related physician's services, will be provided at one-half of the percentage specified for Preferred Plan Professional Services in the Payment Schedule or the amount that would have been paid had the services been received in an appropriate alternative setting, whichever is greater. You will be responsible to pay the additional charges. If the inpatient level of care is determined to be medically necessary, the regular benefits of this plan will be provided.

*If you or your provider have any questions on the preadmission approval process, please call the phone number listed in the Customer Service Directory.*

# WHAT DO I DO WHEN I NEED CARE?

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## IN THE SERVICE AREA

Be sure to present your Preferred Plan identification card to your provider before receiving care. At the time of service you should inform your provider about copays that are required on your plan. Arrangements for paying copays should be handled directly between you and your provider.

The benefits of this plan will be provided for any service performed by a registered nurse acting within the scope of the license if this plan would provide benefits for the services when performed by a physician. You will be reimbursed up to the percentage of the allowed amount as specified for other physician services.

You have the choice of three categories of providers. The category you choose will affect how your benefits will be paid. In general, to obtain the highest level of benefits, you must receive care from a Preferred Plan provider. It is your responsibility to make sure you are treated by a Preferred Plan provider. Lists of Preferred Plan and participating providers are available on our Web site, from your employer, or by contacting the Company at the number specified in the Customer Service Directory. No benefits will be provided unless you are under the care of one of the providers specified below.

**Preferred Plan Providers:** When you use the services of a Preferred Plan provider, most benefits will be paid at a higher percentage than for participating, or recognized providers, as shown in the Payment Schedule, unless specifically stated otherwise. See the “Definitions” section for a definition of Preferred Plan providers. You may also call the number in the Customer Service Directory of this brochure for assistance in finding a Preferred Plan provider who can render the services you need.

**Participating Providers:** You may also use the services of a participating provider, as defined in the “Definitions” section. Benefits for participating providers will usually be paid at a lesser percentage than for Preferred Plan providers, as shown in the Payment Schedule, unless specifically stated otherwise.

**Recognized Providers:** You may also use the services of a recognized provider, as defined in the “Definitions” section. Benefits for recognized providers will be paid at the percentage stated in the Payment Schedule and will be based on the allowed amount.

## **OUTSIDE THE SERVICE AREA**

Outside the service area, benefits will be provided the same as in the service area if you use a Preferred Plan, participating, or recognized provider as defined in the “Definitions” section. Payment will be based on the allowed amount as defined in the “Definitions” section. To receive the highest benefit level, you must receive services from a Preferred Plan provider. If there is no Preferred Plan provider network in an area, benefits will be provided for care received from a participating, or recognized provider at the level specified for Preferred Plan providers. Call 1-800-810-BLUE for names of Preferred Plan or participating providers with the local Blue Cross and/or Blue Shield plan.

If you reside inside the service area and are admitted to a hospital while traveling outside the service area, you must contact the Company within 24 hours (or the next business day) to receive full plan benefits. You must also agree to comply with the Company’s managed care guidelines, which may require you to move under the care of a Preferred Plan provider in the service area as soon as medically feasible in the opinion of the Company. If you meet all requirements, inpatient benefits will be provided at the Preferred Plan provider level.

Be sure to present your identification card when consulting a provider or receiving treatment at a hospital. If your care is received within the service area of a local Blue Cross and/or Blue Shield plan, choosing a Preferred Plan or participating provider with that local plan can decrease your out-of-pocket expenses. By using your identification card, Preferred Plan or participating providers can submit your claims to the local Blue Cross and/or Blue Shield plan.

*See the “How Do I File A Claim?” section of this brochure for information on claims submission.*

## **EMERGENCY CARE**

In the event of a medical emergency, benefits will be based on the recognized provider’s actual charge for the service where those charges are reasonable and are not increased on the basis of the coverage of this plan. Benefits will be provided at the level specified in the Payment Schedule for a Preferred Plan provider. If you are treated by a provider participating with the Company or a provider participating with the local Blue Cross and/or Blue Shield plan, emergency benefits will be provided at the level specified in the Payment Schedule for a Preferred Plan provider.

Please refer to the “Definitions” section for the definition of a medical emergency.

## **HEALTH CARE RESPONSIBILITY**

All health care services are provided by facilities and professionals who are neither employees nor agents of the Company. The fact that a provider is listed in the Company's provider directory does not mean the provider is the Company's employee or agent. Providers are responsible for the quality of care they render.

## WHAT DO I HAVE TO PAY FOR?

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This section includes information on how your plan covers the services and supplies listed in the “Benefits” section. Each of the key factors in this section (copays, deductible, coinsurance amounts listed in the Payment Schedule, and the stoploss amounts) affects how your claims will be paid.

### COPAYS

Each covered person will be required to pay the dollar amount specified below or as specified in the “Benefits” section.

A \$20 copay will be applied for each office call/home visit billed as such by a provider in the office, home, or hospital outpatient department (waived for surgery, for radiation and chemotherapy, for spinal manipulations, or if you are directly admitted to the hospital as an inpatient).

Office, home, and hospital outpatient department visits will not be subject to the deductible amount when a member is responsible for a per-visit copay. Outpatient diagnostic x-ray and laboratory services are not subject to the annual deductible. Services provided by professionals that are not subject to the per-visit copay are subject to the annual deductible, unless specifically stated otherwise.

You will be responsible to pay a \$150 copay for each visit to a hospital emergency room for illness, injury or surgery. This amount will be waived if you are directly admitted to the hospital as an inpatient.

**Copays cannot be used to satisfy your annual deductible and will not accumulate toward your stoploss limit.**

### DEDUCTIBLE

The deductible is the cost of **covered** medical expenses that you must reach and are responsible to pay before your benefits are available, unless specified otherwise. The annual deductible amount under this plan is \$200 per covered member, per calendar year.

Any copays required by your plan, charges for services and supplies not covered by this plan, any expenses for services not subject to the deductible, and expenses for covered services or supplies in excess of

the allowed amount, except as specified in the Emergency Care provision in the “What Do I Do When I Need Care?” section, will not apply to your deductible.

You and your dependents who become covered under this plan on its original effective date will be allowed to credit toward the deductible amount of this plan any amounts credited toward your deductible amount of your group’s prior carrier for that calendar year, provided notification of the amount to be credited is received by the Company within 31 days of the effective date of this plan. Coverage under the plan with the group’s prior carrier must be of the same type as this plan.

**Family Deductible:** If two or more covered family members reach eligible deductible expenses totaling two deductible amounts in a calendar year, no further deductible will be required from any family member during that calendar year.

**Family Accident Deductible:** If two or more covered family members are injured in the same accident, they need to satisfy only one deductible for any benefits provided in that and the next calendar year as a result of the accident.

**How to Submit Proof of Your Deductible:** As you incur deductible expenses, your provider should bill the Company direct. If direct billing is not possible, submit your claim as specified in the “How Do I File A Claim?” section of this brochure as you incur expenses. You will receive itemized statements showing what amounts have been credited toward your deductible.

**If Hospitalization Continues From One Calendar Year Into the Next:** A second deductible will not be required for any treatment prior to your discharge from the hospital. Additional coinsurance also will not be required for any treatment prior to your discharge from the hospital if you have met the stoploss limit for the calendar year in which the hospitalization began.

## **STOPLOSS LIMITS**

The benefits of this plan will be provided at the percentage of the allowed amount specified in the Payment Schedule until your eligible out-of-pocket coinsurance expenses (called your stoploss limit) have reached \$1,500 per member per calendar year.

Once your stoploss limit has been reached, this plan will provide benefits at 100% of the allowed amount for the remainder of the

calendar year for all benefits unless otherwise specified. If two or more covered family members reach coinsurance expenses totaling two stoploss limits in a calendar year, the stoploss requirement will be considered satisfied for all family members during that calendar year. (Some benefits do not change to higher payment levels and the coinsurance for those benefits does not apply to the stoploss limits. Those exceptions are noted throughout the brochure.)

**PREFERRED PLAN PAYMENT SCHEDULE**

The schedule below shows many of the main benefits included in your plan. Additional benefits may in some cases be available and will be described in the “Benefits” section of this brochure. After you have satisfied your deductible and any copay requirements, benefits will be provided at the payment levels specified below or in the “Benefits” section of this brochure. Please read the entire brochure for details on these and other benefits, specific benefit limitations and maximums, waiting periods, and exclusions.

**Benefit Payment Level for Services Provided by Preferred Plan, Participating, and Recognized Providers:** You may contact the Company for up-to-date information on Preferred Plan and participating providers.

<u>Benefit</u>	<u>Preferred Plan Provider</u>	<u>Participating/ Recognized Provider</u>
Professional Services (as described in the “Benefits” section including diagnostic x-ray and laboratory services)	90% (unless specified otherwise)	60% (unless specified otherwise)
Hospital Services** (inpatient and outpatient benefits including diagnostic x-ray and laboratory services) \$150 copay per emergency room visit (waived if admitted)	80%	60%
Acupuncture	90%	60%
Ambulatory Surgical Center	80%	60%
Chemical Dependency	90%	60%
Colorectal Cancer Screening	90% Professional 80% Facility	60%
Diabetes Care Training	90% Professional	60%

80% Facility		
Growth Hormone	90%	60%
Home Health	90%	90%
Home Medical Equipment	90%	60%
Home Phototherapy	90%	90%
Hospice	90%	90%

<u>Benefit</u>	<u>Preferred Plan Provider</u>	<u>Participating/ Recognized Provider</u>
Hospitalization for Dental Services	90% Professional 80% Facility	60%
Infusion Therapy	90%	60%
Mammography	90% Professional 80% Facility	60%
Maternity	90%	60%
Mental Disorders Inpatient and Outpatient	90% Professional 80% Facility	60%
Neurodevelopmental Therapy	90%	60%
Newborn Care	90% Professional 80% Facility	60%
Occupational Injury	90%	60%
Phenylketonuria Formulas	90%	90%
Preadmission Testing for Surgery	90% Professional 80% Facility	60%
Prenatal Testing	90% Professional 80% Facility	60%
Prostate Cancer Screening	90% Professional 80% Facility	60%
Prostheses and Orthotics	90%	60%
Rehabilitative Services Inpatient and Outpatient	90% Professional 80% Facility	60%
Skilled Nursing Facility	*	90%
Smoking Cessation	75%	75%
Special Equipment and Supplies	80%	80%
Spinal Manipulations	90% Professional	60%

	80% Facility	
Sterilization Procedures	90%	60%
Temporomandibular Joint Disorders	90%	60%
Transplants	90% Professional 80% Facility	60%

\*This service is provided only by participating or recognized providers at this time. You may contact the Company for up-to-date information on Preferred Plan and participating providers or call 1-800-810-BLUE for names of Preferred Plan or participating providers with the local Blue Cross and/or Blue Shield plan.

\*\*Services and supplies required to treat a medical emergency will be provided at the Preferred Plan payment level of benefits as specified in the Emergency Care provision in the “What Do I Do When I Need Care?” section.

**Benefit Payment Level for Services Provided by Recognized Providers:**

<u>Benefit</u>	<u>Recognized Provider</u>
Ambulance Services	80%
Blood Bank	80%
Repair of Teeth	80%
Temporomandibular Joint Disorders (services of dentists)	90%

**Benefits Outside the Service Area:** All care received outside the service area will be paid the same as in the service area if you use a Preferred Plan, participating, or recognized provider. Payment will be based on the allowed amount as defined in the “Definitions” section. To receive the highest benefit level, you must receive services from a Preferred Plan provider. If there is no Preferred Plan provider network in an area, benefits will be provided for care received from a participating or recognized provider at the level specified for Preferred Plan providers.

# BENEFITS

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**All covered benefits explained on the following pages are provided as specified after satisfaction of the deductible and any copay amounts specified in the “What Do I Have To Pay For?” section.** All covered benefits, including women’s health care benefits, are available without a referral, are subject to the **limitations, exclusions, and provisions** of this plan, and services and supplies must be medically necessary. Limited benefits are not cumulative and unused portions of them cannot be carried over from one calendar year to another calendar year, except as otherwise specified. You must receive services from Preferred Plan, participating, or recognized providers (see “Definitions” section), as outlined in the Payment Schedule, to be eligible for the benefits of this plan. Benefits for medical emergencies will be provided as specified in the Emergency Care provision of the “What Do I Do When I Need Care?” section. Benefits are identical for subscribers and dependents, except where otherwise specified.

Many services require preauthorization. Preauthorization refers to the process by which the Company determines that a proposed service or supply is medically necessary, as defined in the “Definitions” section. If you or your provider have any questions regarding coverage, please call the phone number listed in the Customer Service Directory.

**Professional Services:** The services of a provider who is not a facility that provides inpatient services will be provided for injury and illness, including x-ray, laboratory, surgery, second opinions, and injectable drugs for covered conditions in the office, home, hospital or a skilled nursing facility, and for covered services for women’s health such as gynecological care and general examinations as medically appropriate and medically appropriate follow-up visits.

**Hospital Services:** The inpatient and outpatient services of a hospital will be provided for injury and illness (including services of staff providers billed by the hospital). Room and board is limited to the hospital’s average semiprivate room rate, except where a private room is determined to be medically necessary. You will be responsible to pay the emergency room copay for each hospital emergency room visit.

**Acupuncture:** The Professional Services Benefit of this plan will be provided to a 12 visit limit per calendar year for acupuncture services, except that acupuncture for chemical dependency treatment will be provided separately under the Chemical Dependency Benefit of this plan.

**Ambulance Services:** The services of an ambulance company will be provided to the nearest hospital equipped to render the necessary treatment, if other transportation would endanger your health and the purpose of the transportation is not for personal or convenience reasons.

**Ambulatory Surgical Center:** The services of an ambulatory surgical center will be provided for injury or illness.

**Blood Bank:** The services and supplies of a blood bank will be provided.

**Chemical Dependency:** The services and supplies of a chemical dependency treatment program will be provided for medically necessary inpatient and outpatient treatment for chemical dependency, including supportive services. Benefits will be provided to a maximum allowance of \$14,500 every two calendar years. Medically necessary detoxification will be covered as a medical emergency and expenses incurred will not accrue to the \$14,500 two calendar year maximum if the member is not enrolled in other chemical dependency treatment.

Acupuncture services related to chemical dependency treatment will be provided under this Chemical Dependency Benefit and will accrue to the overall Chemical Dependency Benefit maximum. Acupuncture services provided under this Chemical Dependency Benefit do not accrue to the 12 visit limit per calendar year, as specified in the Acupuncture Benefit.

Prescription drugs related to chemical dependency treatment and prescribed and dispensed through a chemical dependency treatment facility will be provided under the benefits of this Chemical Dependency Benefit and will accrue to the overall Chemical Dependency Benefit.

Except in cases of medically necessary detoxification services, the program must submit a prenotification of treatment at least 10 days before treatment begins, whenever reasonably possible.

When the member is under court order to undergo a chemical dependency assessment or in other situations pending legal action related to chemical dependency, the Company reserves the right to require the member, at the member's expense, to provide a chemical dependency treatment plan and an initial chemical dependency assessment performed by a chemical dependency counselor employed by a chemical dependency treatment program, at least 10 days before treatment begins.

For the purpose of this Chemical Dependency Benefit, "medically necessary" means indicated in the *Patient Placement Criteria for the*

*Treatment of Substance Abuse-Related Disorders II* as published in 1996 by the American Society of Addiction Medicine.

No benefits will be provided for information and referral services; information schools; Alcoholics Anonymous and similar chemical dependency programs; long-term care or custodial care; tobacco cessation programs, except as provided in the Smoking Cessation Benefit of this plan; and emergency service patrol. No other Chemical Dependency Benefits will be provided under this plan, except as described above for detoxification.

**Colorectal Cancer Screening:** The Professional Services and Hospital Services Benefits of this plan will be provided for colorectal cancer screening services, including but not limited to, colonoscopies, sigmoidoscopies, fecal occult tests and barium enemas.

**Diabetes Care Training:** The outpatient benefits of this plan will be provided for diabetic self-management training and education, including nutritional therapy, if recommended by a provider with expertise in diabetes.

**Diabetes Supplies and Equipment:** The benefits of this plan will be provided for supplies and equipment for the treatment of diabetes. For Professional Services, Diabetes Care Training, Home Medical Equipment, Prostheses and Orthotics, and Prescription Drugs Benefits, see those benefits of this plan.

**Growth Hormone:** Services and supplies will be provided for growth hormone when performed and billed by an infusion therapy provider for the following:

- For children with growth hormone deficiency, Turner's syndrome, chronic renal insufficiency, Prader-Willi syndrome, neonatal hypoglycemia associated with growth hormone deficiency, or for other conditions determined by the Company to be a covered benefit since this plan was issued.
- For adults with growth hormone deficiency as a result of hypothalamic or pituitary disease due to destructive lesion of the pituitary, or peri-pituitary area, as a result of treatment or surgery, or for other conditions determined by the Company to be a covered benefit since this plan was issued.

Growth hormone treatment of these listed conditions is covered when authorized by the Company in advance. Benefits for growth hormones are provided to a maximum of \$25,000 per calendar year. No other benefits for growth hormone will be provided under this plan.

## **Home Health:**

**Eligibility:** The services of a home health agency will be covered in your home for treatment of an illness or injury, subject to the conditions and limitations specified below.

All of the following must be satisfied to be covered under this benefit:

- You must be homebound, which means that leaving the home could be harmful, involves a considerable and taxing effort and you are unable to use transportation without the assistance of another.
- Your condition must be serious enough to require confinement in a hospital or skilled nursing facility in the absence of home health services.

**Covered Services:** Benefits are limited to the following services in your home and must be provided by employees of and billed by the home health agency:

- Intermittent skilled nursing services.
- Skilled physical, occupational, and speech therapy services.
- Respiratory therapy services.
- Skilled medical social services.
- Home health aide services. Such care includes ambulation and exercise, assistance with self-administered medications, reporting changes in your condition and needs, completing appropriate records, and personal care or household services that are needed to achieve the medically desired results.
- Medical supplies dispensed by the home health agency that would have been provided on an inpatient basis.
- Nutritional guidance.

*Note: For professional services, home medical equipment, or infusion therapy see the other benefits of this plan.*

**Limitations and Exclusions:** Home Health Benefits are limited to a maximum of 130 visits per calendar year. If the benefit is exhausted, you may apply to the Company for an extension of benefits. Limited extensions may be granted by the Company if it determines that the treatment is medically necessary. Any expenses for home care which qualify both under this benefit and under any other benefit of this plan may be covered only under the benefit the Company determines to be the most appropriate.

**No benefits will be provided for the following:**

- Services normally provided under a hospice program.
- Services to other family members.
- Services of volunteers, household members, family or friends.

- Food, clothing, housing or transportation. (See the Ambulance Services Benefit of this plan.)
- Supportive environmental materials, such as but not limited to ramps, handrails or air conditioners.
- Homemaker or housekeeping services, except as specifically provided under the home health aide benefit.
- Financial or legal counseling services.
- Custodial or maintenance care.
- Hourly care services.
- Services or supplies not specifically set forth as a covered benefit, or limited or excluded under the regular limitations and exclusions of this plan.

**Home Medical Equipment:** Home medical equipment rented or purchased (if approved by the Company) from a home medical equipment company will be provided for therapeutic use. Such equipment includes crutches, wheelchairs, kidney dialysis equipment, standard hospital beds, equipment for the administration of oxygen, and medically necessary diabetic equipment, such as blood glucose monitors, insulin infusion devices, and insulin pumps including accessories to the pumps. To be covered, equipment must meet certain criteria established by the Company. Home medical equipment furnished by a Preferred Plan hospital that is not a Preferred Plan home medical equipment company will be provided at the payment level specified for participating/recognized providers in the Payment Schedule. Equipment ordered before your effective date of coverage will not be provided. Equipment ordered while your coverage is in effect and delivered within 30 days after termination of coverage will be provided. Repair or replacement of home medical equipment due to normal use or growth of a child will be provided.

“Home medical equipment” means the equipment can withstand repeated use, its only function is for treatment of the medical condition, or it contributes to the improvement of function related to the condition, and is generally not useful in the absence of the condition; and it is appropriate for home use. Equipment whose primary purpose is preventing illness or injury, items primarily designed to assist a person caring for the patient, and items generally useful in the absence of the condition will not be covered.

No benefits will be provided for items such as, but not limited to, air conditioners, humidifiers, over-the-counter arch supports, corrective shoes, heating pads, enuresis (bed wetting) training equipment, hearing aids, exercise equipment, weights, whirlpool baths, keyboard communication devices, adjustable beds, orthopedic chairs, home birthing tubs, or personal hygiene items. The fact that an item may serve a useful medical purpose will not ensure that benefits will be

provided. The Company may elect to provide benefits for a less costly alternative item.

**Home Phototherapy:** Services and supplies furnished by a home phototherapy provider will be provided for newborn hyperbilirubinemia (newborn jaundice).

**Hospice:**

**Eligibility:** If you or one of your dependents is terminally ill, the services of a hospice will be covered for palliative care (medical relief of pain and other symptoms) for the terminally ill patient, subject to the conditions and limitations specified below.

**Covered Services in Your Home:** Benefits are limited to the following services in your home and must be provided by employees of and billed by the hospice:

- Nursing services.
- Physical, speech, occupational, and respiratory therapy services.
- Medical social services.
- Home health aide services. Such care includes ambulation and exercise, assistance with self-administered medications, reporting changes in your condition and needs, completing appropriate records, and personal care or household services that are needed to achieve the medically desired results.
- Medical supplies dispensed by the hospice that would have been provided on an inpatient basis.
- Nutritional guidance.
- Respite care for a minimum of four or more hours per day (continuous care of the patient to provide temporary relief to family members or friends from the duties of caring for the patient).

*Note: For professional services, home medical equipment, or infusion therapy see the other benefits of this plan.*

**Covered Inpatient Services:** When you are confined as an inpatient in a hospice that is not a hospital or skilled nursing facility, the same benefits that are available in your home will be available to you as an inpatient. Room and board is limited to the hospice's average semiprivate room rate, except where a private room is determined to be medically necessary. The services must be provided by employees of and billed by the hospice. This inpatient Hospice Benefit will be limited to 14 days during the six-month benefit period. For services in a hospital or skilled nursing facility, see the Hospital Services and Skilled Nursing Facility Benefits of this plan.

**Limitations and Exclusions:** Hospice Benefits are limited to a maximum of six months. In addition, Hospice Benefits will have the following limits:

- Visits of four or more hours in which skilled care is required by a registered nurse, licensed practical nurse or home health aide, will be limited to a combined total of 120 hours.
- Respite care of four or more hours per day in which no skilled care is required will be limited to a combined total of 120 hours per three-month period.
- Any expenses for hospice care that qualify both under this benefit and under any other benefit of this plan will be covered only under the benefit the Company determines to be the most appropriate.

If the benefit is exhausted, you may apply to the Company for an extension of benefits. Limited extensions may be granted if the Company determines that the treatment is medically necessary.

**No benefits will be provided for the following:**

- Services for spiritual or bereavement counseling.
- Services to other family members.
- Services of volunteers, household members, family or friends.
- Food, clothing, housing or transportation. (See the Ambulance Services Benefit of this plan.)
- Supportive environmental materials, such as but not limited to ramps, handrails or air conditioners.
- Homemaker or housekeeping services, except as specifically provided under the home health aide benefit.
- Financial or legal counseling services.
- Custodial or maintenance care, except that benefits will be provided for palliative care to a terminally ill patient, subject to the limits stated.
- Services or supplies not specifically set forth as a covered benefit, or limited or excluded under the regular limitations and exclusions of this plan.

**Hospitalization for Dental Services:** Services and supplies of this plan for hospitalization will be provided for dental services (including anesthesia), if hospitalization is medically necessary to safeguard your health. Benefits will be provided to \$1,000 per calendar year and will cover the services of a physician, an ambulatory surgical center, and the inpatient and outpatient services of a hospital. Benefits are not available for the charges of a dentist; hospitalization for myofascial pain syndrome and any related appliances; or hospitalization for malocclusions or other abnormalities of the jaw, except when specified otherwise.

**Infusion Therapy:** Services and supplies for infusion therapy will be provided. Drugs and supplies used in conjunction with infusion therapy will be provided only under this Infusion Therapy Benefit.

**Mammography:** The x-ray benefits of this plan will be provided for screening or diagnostic mammography services, if recommended by a physician, a physician's assistant or an advanced registered nurse practitioner.

**Maternity:** Medical services including prenatal and postnatal treatment of pregnancy (including false labor), normal or cesarean delivery, and voluntary termination of pregnancy shall be treated the same as any other illness or injury and are provided for the female subscriber or the subscriber's female spouse for services incurred while she is covered by this plan. Maternity Benefits are not subject to the preexisting condition waiting periods described in the "When Won't Things Be Covered?" section. Covered inpatient and postpartum services will be provided when ordered by the attending provider in consultation with the female subscriber or subscriber's female spouse. These Maternity Benefits are not available for dependent daughters. Treatment of complications arising from pregnancy will be provided the same as any other illness or injury. Complications of pregnancy include, but are not limited to, diabetes if onset is after conception, fetal distress, and toxemia. Charges for false labor or charges in connection with a normal pregnancy, cesarean section, or voluntary termination of pregnancy, are treated as Maternity Benefits except for any complications that may arise.

*See the "What Else Do I Need To Know?" section of this brochure for provisions that apply when coverage terminates.*

**Neurodevelopmental Therapy:** The benefits described below will be provided for the treatment of neurodevelopmental delay when treatment is performed for the purpose of restoring and improving function for children age six and under. In addition, this benefit includes maintenance services where significant deterioration of the member's condition would result without the service. Benefits will be provided as follows:

- Physical, speech and occupational therapy will be provided in the office, home or hospital outpatient department.
- All treatment must be prescribed by a Preferred Plan, participating, or recognized provider.
- Regular inpatient Hospital Services and Skilled Nursing Facility Benefits will be provided for an inpatient neurodevelopmental therapy admission when care cannot safely be provided on an outpatient basis. Hospital services must be provided in a hospital approved by the Company for rehabilitative care.

- “Neurodevelopmental delay” means a delay in normal development which is not related to a documented illness or injury.
- Benefits will be limited to \$1,500 per calendar year for all neurodevelopmental therapy services combined. You will not be eligible for both the Rehabilitative Services Benefit and this benefit for the same services for the same condition. (Not subject to the stoploss provision.)
- No benefits will be provided for custodial care; maintenance (except as specified above); nonmedical self-help; recreational, educational, or vocational therapy; mental disorder care; chemical dependency rehabilitative treatment; gym or swim therapy.

**Newborn Care:** The regular benefits of this plan will be provided for routine care, illness, accidental injury, or physical disability, including congenital anomalies, for the newborn child for up to 21 days following birth when the subscriber or subscriber’s spouse is eligible for the Maternity Benefits of this plan. Such benefits will not be subject to the application requirements (if any), for newborns described in the “When Am I Eligible For Coverage?” section of this brochure. Benefits will be subject to all provisions, limitations, and exclusions of this plan. No benefits will be provided after day 21 unless the newborn is enrolled as specified in the “When Am I Eligible For Coverage?” section of this brochure.

When the subscriber or subscriber’s spouse is not eligible for the Maternity Benefits of this plan, the Professional Services and Hospital Services Benefits of this plan will be provided for routine care for her newborn child while hospitalized for the first 72 hours following birth, not subject to the application requirements, if any, for newborns described in the “When Am I Eligible For Coverage?” section of this brochure.

**Occupational Injury:** The total benefits provided under this plan for occupational injury will be limited to a combined lifetime maximum of \$250,000 per subscriber. “Occupational injury” for the purpose of this benefit means any illness or injury arising out of, or in the course of, an activity pertaining to any trade, business, employment or occupation for wage or profit. Benefits for services and supplies to treat occupational injury will only be provided to subscribers who are legally exempt from state industrial insurance, workers’ compensation, or similar coverage, and who are not covered under any such insurance or coverage.

**Preadmission Testing for Surgery:** Services of a physician and a hospital will be provided for outpatient preadmission testing for surgery at the hospital where you will be confined, if you are admitted within 48 hours after testing begins.

**Prenatal Testing:** Benefits will be provided for prenatal diagnosis of congenital disorders of the fetus by means of screening and diagnostic procedures during pregnancy, when medically necessary in accordance with Washington State Board of Health standards.

**Prostate Cancer Screening:** The Professional Services and Hospital Services laboratory Benefits of this plan will be provided for prostate cancer screening services, if recommended by a physician, a physician's assistant or an advanced registered nurse practitioner.

**Prostheses and Orthotics:** Benefits will be provided for the purchase of braces, splints, orthopedic appliances and other orthotic supplies, and for purchase of a prosthesis for functional reasons when replacing a missing body part when obtained from a prosthetic and orthotic supply provider. No benefits will be provided for cosmetic prostheses except for necessary external and internal breast prostheses following a mastectomy. An item ordered before your effective date of coverage will not be provided. An item ordered while your coverage is in effect and delivered within 30 days after termination of coverage will be provided. Repair or replacement of an item due to normal use or growth of a child will be provided. The Company may elect to provide benefits for a less costly alternative item. For other special equipment, see the Special Equipment and Supplies Benefit of this plan.

**Rehabilitative Services:** The benefits described below will be provided for rehabilitative care when medically necessary to restore and improve function previously normal but lost due to a documented illness or injury, including function lost as a result of congenital anomalies. Illnesses and injuries include, but are not limited to:

- *Illness.* Any documented illness (e.g. stroke, viral infection, or bacterial infection) that occurs during prenatal, perinatal, childhood, adolescence, or adulthood.
- *Injury.* Any documented injury that occurs during prenatal, perinatal, childhood, adolescence, or adulthood.

Benefits will be provided as follows:

- **Regular inpatient Hospital Services and Skilled Nursing Facility**  
Benefits will be provided for an inpatient rehabilitative admission for physical, speech and occupational therapy, to a maximum of \$15,000 per condition. Hospital services must be provided in a hospital approved by the Company for rehabilitative services. Benefits will be limited to services rendered within three calendar years from the date of your first hospital or skilled nursing facility rehabilitative care admission.

- Physical, occupational, or speech therapy in the office, home or hospital outpatient department approved by the Company for rehabilitative care will be paid to \$1,000 per calendar year. (Not subject to the stoploss provision.)
- All treatment must be prescribed by a Preferred Plan, participating, or recognized provider.
- You will not be eligible for the Neurodevelopmental Therapy Benefit and this benefit for the same services for the same condition.
- No benefits will be provided for custodial care; maintenance therapy; nonmedical self-help; recreational, educational, or vocational therapy; mental disorders care; learning disabilities or developmental delay; chemical dependency rehabilitative treatment; gym or swim therapy; and any services or supplies specifically excluded under the regular limitations and exclusions of this plan. “Maintenance therapy” means a treatment plan that seeks to prevent disease, promote health, and prolong and enhance the quality of life, or therapy that is performed to maintain or prevent deterioration of a chronic condition. Once the maximum therapeutic benefit has been achieved for a given condition, any additional therapy provided is considered to be maintenance therapy.

**Repair of Teeth:** The services of a dentist (D.M.D. or D.D.S.) or a denturist licensed under Title 18 RCW will be provided for repair of accidental injury (trauma) to natural teeth that are whole and functionally sound or have been restored to a sound functional capacity. Benefits will be provided for the treatment of the injury for a period of 12 consecutive months from the date of the injury to a maximum of \$1,000 per occurrence. Services for treatment must begin within 30 days from the date of injury in order for any benefits to be payable for repair of teeth. This benefit is supplemental to any dental plan you may have. This benefit will not be provided for injury caused by biting or chewing or dental implants. No other charges of a dentist or denturist will be covered under this plan, except when specifically provided otherwise. (Not subject to the stoploss provision.)

**Skilled Nursing Facility:** Inpatient services and supplies of a skilled nursing facility will be provided for illness, accidental injury, or physical disability, limited to 30 days per calendar year. Room and board is limited to the skilled nursing facility’s average semiprivate room rate, except where a private room is determined to be medically necessary. Your physician must submit for approval by the Company and periodically review a written treatment plan specifically describing the services to be provided. No custodial care is provided.

**Smoking Cessation:** The services of a physician, psychologist or smoking cessation provider will be provided for a smoking cessation program to a lifetime maximum of \$500. To receive benefits for smoking cessation, you must complete the full course of treatment. No benefits will be provided under this benefit for inpatient services; vitamins, minerals and other supplements; acupuncture; over-the-counter drugs or prescription drugs prescribed by your covered provider to ease nicotine withdrawal, however, drugs prescribed to ease nicotine withdrawal are covered under the Prescription Drugs Benefit of this plan, if any; books or tapes; or hypnotherapy unless performed by a physician, psychologist or smoking cessation provider. No other benefits for smoking cessation will be provided under this plan. (Not subject to the stoploss provision.)

**Special Equipment and Supplies:** The following will be provided: casts; ostomy bags and related supplies; catheters; surgical appliances; syringes and needles for allergy injections; dressings medically necessary for wounds, cancer, burns or ulcers; and FDA-approved contraceptive supplies, devices, and implants, requiring a prescription. Formulas for the treatment of phenylketonuria will also be provided as specified in the Payment Schedule under “Phenylketonuria Formulas” and will not be subject to the waiting periods described in the “When Won’t Things Be Covered?” section. Items ordered before your effective date of coverage will not be provided. Items ordered while your coverage is in effect and delivered within 30 days after termination of coverage will be provided. Repair or replacement of items due to normal use or growth of a child will be provided.

**Sterilization Procedures:** Benefits will be provided for sterilization procedures. Reversals of these procedures will not be covered.

**Temporomandibular Joint Disorders (TMJ):** Benefits will be provided for medical services for treatment of temporomandibular joint disorders. A TMJ disorder has one or more of the following characteristics: pain in the musculature associated with the temporomandibular joint, internal derangements of the temporomandibular joint, arthritic problems with the temporomandibular joint, or an abnormal range of motion or limitation of motion of the temporomandibular joint. Benefits will be limited to a maximum of \$1,000 per calendar year, not to exceed a lifetime maximum of \$5,000.

“Medical services” for the purpose of this TMJ Benefit mean those services that are: 1) reasonable and appropriate for the treatment of a disorder of the temporomandibular joint, under all the factual circumstances of the case; and 2) effective for the control or

elimination of one or more of the following, caused by a disorder of the temporomandibular joint: pain, infection, disease, difficulty in speaking, or difficulty in chewing or swallowing food; and 3) recognized as effective, according to the professional standards of good medical practice; and 4) not investigational or primarily for cosmetic purposes.

All services must be provided or ordered by your physician. Benefits for all surgical services related to TMJ must be authorized by the Company in writing, in advance. The Company will waive its advance notification requirement for treatment commencing within 48 hours, or as soon as is reasonably possible as determined by the Company, after the occurrence of an accidental injury or trauma to the temporomandibular joint. No other benefits for TMJ will be provided under this plan.

**Transplants:** Benefits for medically necessary services and supplies related to all transplants will be provided to a combined lifetime maximum of \$250,000, as determined by the Company, as follows:

**Benefits:** A transplant recipient who is covered under this plan will be eligible for the following transplants, subject to the conditions and limits described in this Benefit:

- Heart
- Heart/lung (combined)
- Kidney
- Pancreas
- Kidney/pancreas (combined)
- Islet cell
- Lungs - single/bilateral/lobar
- Liver
- Small bowel
- Small bowel/liver/multivisceral
- Cornea
- Hematopoietic stem cell support. Donor stem cells can be collected from either the bone marrow or the peripheral blood. Hematopoietic stem cell support may involve the following donors, i.e., either autologous (self-donor), allogeneic (related or unrelated donor), syngeneic (identical twin donor), or umbilical cord blood (only covered for certain conditions, as specified in this Transplants Benefit).
- Other transplants determined by the Company to be a covered benefit since this plan was issued.

A current list of covered transplants can be obtained by contacting the Company.

**Benefits for all transplants must be authorized by the Company in writing, in advance. Approval will be based on the member's medical condition, the qualifications of the providers, appropriate medical indications for the transplant, and appropriate, proven medical procedures for the type of condition. All transplants must be performed in a facility approved by the Company. If a transplant is not successful, only one retransplant will be covered, subject to the benefit limits specified.**

**Donor Organ Benefits:** Donor organ procurement costs will be covered to a maximum of \$50,000 per transplant if the recipient is covered for the transplant under this plan. Procurement benefits are limited to selection, removal of the organ, storage, transportation of the surgical harvesting team and the organ, and other such medically necessary procurement costs as determined by the Company. Donor benefits will be charged against the recipient's benefit limits.

**Travel Expenses:** Travel and lodging expenses for you and your family will be covered when you are required by the Company to travel 75 miles or more from your residence to the facility where the transplant is received for medically necessary services related to an approved transplant. Benefits will be paid at the level specified for Preferred Plan hospitals to a maximum of \$2,500 per transplant episode requiring travel and must be approved in advance by the Company.

**Limitations:** Benefits for transplants will be limited as follows:

- With regard to autologous stem cell support, syngeneic stem cell support, and high-dose chemotherapy associated with autologous stem cell support or syngeneic stem cell support, coverage is available for treatment of the following malignancies/conditions: Non-Hodgkin's lymphoma; Hodgkin's lymphoma; neuroblastoma; acute lymphocytic or non-lymphocytic leukemias; germ cell tumor; multiple myeloma; Ewing's Sarcoma; Wilms Tumor; breast cancer; primary amyloidosis; and other malignancies/conditions determined by the Company to be a covered benefit since this plan was issued. Autologous stem cell support, syngeneic stem cell support, and high-dose chemotherapy associated with autologous stem cell support or syngeneic stem cell support for conditions other than those listed above or as determined by the Company to be a covered benefit since this plan was issued will not be covered.
- With regard to allogeneic stem cell support and high-dose chemotherapy associated with allogeneic stem cell support, coverage is available for treatment of the following

malignancies/conditions: Non-Hodgkin's lymphoma; Hodgkin's lymphoma; neuroblastoma; acute lymphocytic or non-lymphocytic leukemias; chronic myelogenous leukemia; aplastic anemia; severe combined immunodeficiency (not AIDS); Wiskott-Aldrich syndrome; infantile malignant osteopetrosis; homozygous beta-thalassemia; myelodysplastic syndromes; mucopolysaccharidoses; mucopolipidoses; sickle cell anemia; Kostmann's syndrome; leukocyte adhesion deficiencies; x-linked lymphoproliferative syndrome; megakaryocytic thrombocytopenia; other malignancies/conditions determined by the Company to be a covered benefit since this plan was issued. Allogeneic stem cell support and high-dose chemotherapy associated with allogeneic stem cell support for conditions other than those listed above or as determined by the Company to be a covered benefit since this plan was issued will not be covered.

**Limitations and Exclusions:** No benefits will be provided for the following:

- Nonhuman, artificial or mechanical transplants.
- When the recipient is not covered under this plan.
- Investigational procedures.
- Services in a facility not approved by the Company.
- Donor and procurement services and costs incurred outside the United States unless approved by the Company.
- Stem cell support and high-dose chemotherapy associated with stem cell support, except as specified in this Transplants Benefit.
- When donor benefits are available through other group coverage.
- When government funding of any kind is provided.
- Lodging, food, or transportation costs, unless otherwise specified under this plan.
- Any services or supplies relating to the transplant if furnished before the recipient has met the transplant waiting period described in the "When Won't Things Be Covered?" section of this brochure.

*See the Transplant Waiting Period section for applicable waiting periods.*

**Mental Disorders:** Benefits for mental disorders under this plan are limited to the following:

**Inpatient:** Benefits will be provided for mental disorder treatment when you are confined as an inpatient in an accredited general or psychiatric hospital, a state mental hospital as defined in state law, or a licensed community mental health agency that has an accredited inpatient facility, to a maximum of 8 days per calendar year. Partial hospital day treatment at a facility will accrue toward

the inpatient maximum. Two partial hospital days or two residential treatment days will count as one inpatient day. In order to appropriately administer your benefits, the Company may evaluate diagnostic details, treatment codes, treatment plans and progress notes from the mental health provider. The appropriate level of administrative information about your treatment will be made available to those Company employees who determine that your treatment is a covered service and process claims for payment.

**Outpatient:** Benefits will also be provided for mental disorder treatment when you are not confined as an inpatient to 12 visits per calendar year for the services of a physician (M.D. or D.O.), psychologist (PhD or PsyD), advanced registered nurse practitioner (ARNP), licensed independent clinical social worker (LICSW), licensed mental health counselor (LMHC), licensed marriage and family therapist (LMFT) (however, marriage counseling will not be covered and family counseling will only be covered when the identified member is a child or an adolescent with a covered diagnosis and the family counseling is part of the treatment) or a licensed community mental health agency. On average, members covered under our Traditional and Preferred Plans who are provided mental disorder services use fewer than 10 outpatient visits per calendar year. Normally, the treatment goal is to allow members to regain stability and manage their symptoms. However, treatment goals will depend on the diagnosis of the disorder.

Services which may be covered under this benefit include, but are not limited to, diagnostic testing and treatment for mental disorders with a congenital or physical basis, diagnostic testing for learning disabilities, mental disorders related to a self-inflicted injury or attempted suicide, and mental disorders related to an eating disorder. Some benefit restrictions may apply. See the “When Won’t Things Be Covered?” section for specific services excluded under this plan. No other benefits for treatment of mental disorders will be provided under this plan.

**Spinal Manipulations:** The Professional Services Benefit of this plan will be provided to a maximum of 12 spinal manipulations per calendar year not subject to the deductible.

**Preventive Care:** The benefits of this plan will be provided on an outpatient basis the same as any other illness condition.

- Routine well baby care from birth.
- Routine pediatric, routine gynecological, and adult physical examinations.

- Pediatric and adult immunizations.
- Office calls and related laboratory and x-ray services for routine cancer screening, including preventive surgeries. (Routine mammography, routine colorectal cancer screening, and routine prostate cancer screening services are covered separately under the “Benefits” section and are not part of the Preventive Care Benefit. The regular benefits of your plan will apply, and they will not be subject to the deductible.)

All preventive care services will be limited to \$500 per person per calendar year.

Preventive Care Benefits are not subject to the deductible.

# WHEN WON'T THINGS BE COVERED?

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## WAITING PERIODS

**Transplant Waiting Period:** You will not be eligible for any benefits related to a transplant, including stem cell support and high-dose chemotherapy associated with stem cell support until the first day of the seventh month of continuous coverage under this and any prior medical plan with the Company, whether or not the condition is preexisting or an emergency. Coverage under the prior plan must have ended when coverage under this plan began. Services and supplies related to a transplant which was performed prior to your effective date of coverage under this or any immediately preceding plan with the Company will not be subject to the transplant waiting period, but will be subject to the preexisting condition waiting period requirements described below. You will be allowed a credit against this transplant waiting period for any period of time you were continuously covered under another medical plan with the Company, immediately preceding the time your coverage under this plan began.

**Preexisting Condition Waiting Period and Credits:** A preexisting condition means a condition for which medical advice was given, or for which a health care provider recommended or provided treatment within three months before your enrollment date under this plan. Enrollment date means the earlier of the effective date of coverage under this medical plan or the first day of your group's probationary period, if any, for coverage under this medical plan.

You will not be eligible for benefits for preexisting conditions until you have been covered under this medical plan for three consecutive months from your enrollment date. The waiting period for preexisting conditions does not apply to: coverage for maternity or phenylketonuria (PKU); or to a newborn child, adopted child, or a child placed with a subscriber for adoption who is enrolled within 60 days of birth, adoption or placement, respectively.

You will be allowed a credit against the three-month preexisting condition waiting period of this plan for the amount of similar creditable coverage you had within 90 days of the effective date of coverage under this plan. Alternatively, you will be allowed a credit against the three-month preexisting condition waiting period of this plan for the aggregate amount of prior creditable coverages that you had that were not interrupted, by more than 63 days at any one time, starting with the 63-day period prior to the effective date of coverage under this plan.

“Creditable coverage” means immediately preceding health coverage, Medicare, Medicaid, military health coverage, FEHBP, the Indian Health Service, a State health benefits risk pool, Peace Corps plan, S-CHIP, self-funded government plans, foreign government plans, United States government plans, or other public health plan.

The following prior coverage types are *not* creditable coverage: limited policies such as accident only, disability income, liability insurance, worker’s compensation, automobile medical, credit only, dental only, vision only, long-term care, nursing home care, home health care, community-based care, coverage for a specified disease or illness, Medicare supplement, or other similar limited benefits, if offered separately.

You have the right to demonstrate the existence of prior creditable coverage by providing the Company with one or more certificates of creditable health coverage or other documentation from a prior plan(s) or insurer(s). You can obtain a certificate from a prior plan(s) or insurer(s) by requesting it within 24 months of the cessation of coverage. If necessary, the Company can assist you in obtaining a certificate from a prior plan(s) or insurer(s).

If the Company determines that a preexisting condition waiting period applies to you, the Company will notify you in writing. If you believe the waiting period determination is incorrect, you may appeal the determination by following the appeals and grievance process outlined in the “How Do I File A Claim?” section.

If a claim was paid that was related to a preexisting condition, the payment will not constitute a waiver of this exclusion for that claim or for any subsequent claim if the Company later determines that the condition was preexisting.

## **LIMITATIONS AND EXCLUSIONS**

***No benefits are provided for the following or for any direct complications or consequences thereof, unless specifically stated otherwise below or unless specifically provided for in the “Benefits” section.***

- Acupuncture, except as specifically provided in the Acupuncture and Chemical Dependency Benefits in the “Benefits” section.
- Addiction to or abuse of drugs, alcohol or any other chemical substance whether legal or illegal, except as specifically provided in the Chemical Dependency Benefit in the “Benefits” section.
- Ambulance services, except as specified in the Ambulance Services Benefit in the “Benefits” section.
- Benefits that are covered, or would be covered in the absence of this plan, by any federal, state or government program, except for

facilities that are included on the Company's list of participating providers, and except as required by law, such as for cases of medical emergency or for coverage provided by Medicaid. Government facilities outside the service area will not be covered (except if it is a Preferred Plan or participating facility with the local Blue Cross and/or Blue Shield plan or as required by law for emergency services).

- Charges for services or supplies that are above the allowed amount as defined in the "Definitions" section, except for medical emergencies.
- Charges that in the absence of this plan there would be no obligation to pay.
- Cosmetic surgery and supplies (including drugs) and the treatment of any direct or indirect complications of such surgery except: 1) when related to an illness or injury; 2) for congenital anomalies; 3) for reconstructive breast surgery following mastectomies to the extent required under federal and state law as follows: a) reconstruction of the diseased breast; b) reconstruction of the nondiseased breast to produce a symmetrical appearance; and c) prostheses and physical complications of all stages of a mastectomy, including lymphedemas.
- Custodial care.
- Dental services, except as specified in the Repair of Teeth and Hospitalization for Dental Services Benefits in the "Benefits" section, or as specified in the "Dental Benefits" section, if any.
- Dyslexia treatment, except as specified in the Neurodevelopmental Therapy Benefit in the "Benefits" section; visual analysis, therapy or training; orthoptics.
- Hearing aids; this exclusion does not apply to cochlear implants.
- Home medical equipment, special equipment or supplies, prostheses, orthopedic or surgical appliances, braces, or foot care appliances, except as specifically provided in the Home Medical Equipment, Prostheses and Orthotics, and Special Equipment and Supplies Benefits in the "Benefits" section; home medical equipment provided by a home health or hospice agency may also be provided as specified in the "What Else Do I Need To Know?" section.
- Hospitalization for conditions for which the member is not usually hospitalized, such as common colds, minor cuts or bruises, removal of small tumors, and similar minor conditions.
- Injuries sustained while practicing for or competing in a professional or semiprofessional athletics contest. "Semiprofessional athletics" contest means an athletic activity for gain or pay, that requires an unusually high level of skill and a

- substantial time commitment from the participants, who are nevertheless not engaged in the activity as a full-time occupation.
- Investigational services or supplies.
  - In-vitro fertilization, artificial insemination, embryo transfer, fertility drugs (including, but not limited to Clomid, Pergonal, or Serophene), or any other artificial means of conception. However, a pregnancy resulting from such conception will be covered under the regular benefits of this plan, as applicable.
  - Marital counseling; family counseling, except as provided in the Mental Disorders Benefit in the “Benefits” section.
  - Neurodevelopmental therapy, except as specifically provided in the Neurodevelopmental Therapy Benefit in the “Benefits” section.
  - Nursing services that are not included in a covered facility’s basic charge, except as specifically provided in the Professional Services, Home Health, and Hospice Benefits in the “Benefits” section. Private duty nursing or hourly nursing charges are not covered.
  - Occupational injury or disease (including any arising out of self-employment), except as specifically provided in the Occupational Injury Benefit in the “Benefits” section.
  - Over-the-counter contraceptive supplies and devices.
  - Physical or psychiatric examinations or psychological testing for the purpose of obtaining or continuing employment, licensure, legal proceedings, insurance, school admission, or sports activities, or which are conducted for purposes of medical research.
  - Rehabilitative care, including speech therapy, physical therapy or occupational therapy, except as specifically provided in the Home Health, Hospice, and Rehabilitative Services Benefits in the “Benefits” section.
  - Services and supplies not medically necessary (as defined in the “Definitions” section) for treatment of an illness or injury, unless otherwise listed as covered.
  - Services or supplies that are payable under any automobile medical, personal injury protection, automobile no-fault, homeowner, commercial premises coverage or similar contract or insurance when such contract or insurance is issued to or makes coverage available to the member. Any benefits provided by or advanced by the Company contrary to this exclusion are provided solely to assist the member. By paying such benefits, the Company is not acting as a volunteer and is not waiving any right to reimbursement or subrogation. When no-fault insurance is available and benefit payments have not been exhausted or denied for reasons other than the medical treatment being:  
(a) not reasonable; (b) not necessary; (c) not related to the accident; or (d) not incurred within three years of the accident, it

will be the member's responsibility to pursue their coverage through the no-fault carrier to obtain the available limits of the no-fault coverage.

- Services provided by a family member. A "family member" means the member's spouse, parent, or child.
- Services provided by the group or any of its employees or agents.
- Spinal manipulations, except as specified in the Spinal Manipulations Benefit in the "Benefits" section.
- Stem cell support and high-dose chemotherapy associated with stem cell support will be provided only under the Transplants Benefit in the "Benefits" section. No other benefits related to stem cell support and high-dose chemotherapy associated with stem cell support will be provided under this plan.
- Surgery or treatment for sexual dysfunction/impotence or transsexualism.
- Surgery (including reversals), treatment, programs or supplies intended to result in weight reduction, regardless of diagnosis.
- Treatment and any appliances used in connection with temporomandibular joint disorders, malocclusions, myofascial pain syndrome, or other abnormalities of the jaw, except as specifically provided in the Temporomandibular Joint Disorders Benefit in the "Benefits" section.
- Treatment of any condition caused by or resulting from active participation in the armed forces in a war or insurrection.
- Treatment of any condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.
- Visits or consultations that are not in person, including but not limited to any telephone, Internet, or other electronic communication (except tele-medicine in remote locations, as approved by the Company), whether initiated by the member or the member's provider.
- Mental disorders, including mental disorder treatment for anorexia nervosa, bulimia or other eating disorders, except as specifically provided in the Mental Disorders Benefit in the "Benefits" section.
- Routine physical examinations and hearing examinations including related x-ray and laboratory, except as specifically provided in the Preventive Care Benefit in the "Benefits" section.
- Drugs, except as specifically provided in the Prescription Drugs Benefit in the "Benefits" section. Inpatient benefits are provided for drugs in a hospital or skilled nursing facility. Preventive injections or immunizations will be covered only as specifically provided in the Preventive Care Benefit in the "Benefits" section, if

any. FDA-approved drugs used for off-label indications will be provided only if recognized as effective for treatment: 1) in one of the standard reference compendia; 2) in the majority of relevant peer-reviewed medical literature if not recognized in one of the standard reference compendia; or 3) by the federal Secretary of Health and Human Services. (For definitions of “off-label,” “standard reference compendia,” and “peer-reviewed medical literature,” please see the “Definitions” section.) No benefits will be provided for any drug when the FDA has determined its use to be contra-indicated.

- Routine eye examinations; eyeglasses and contact lenses and the fitting thereof, except for the first intraocular lens following cataract surgery.

## **MAXIMUM BENEFIT**

The benefits of this plan are limited to a \$2,000,000 lifetime maximum per covered person. This maximum applies to all combined benefits provided under this plan and any prior plans, if any, with the Company for your group. In addition, on January 1 of each calendar year the amount charged against your lifetime maximum will be reduced by \$20,000.

# HOW DO I FILE A CLAIM?

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## PREFERRED PLAN AND PARTICIPATING PROVIDERS

**In the Service Area:** Be sure to present your Preferred Plan identification card when receiving treatment. Filing of claims for services of Preferred Plan or participating providers, including hospitals, is not necessary. If you receive a bill from your provider or hospital, please verify with the provider or hospital that the Company has been billed. At the time of service you should inform your provider about copays that are required on your plan. Arrangements for paying copays should be handled directly between you and your provider.

**Outside the Service Area:** The Company participates with other Blue Cross and/or Blue Shield Licensees in a program called BlueCard to process claims for care received outside the service area. If you receive care within the service area of a Blue Cross and/or Blue Shield Licensee, you may be able to take advantage of agreements between providers and the on-site Blue Cross and/or Blue Shield Licensee. By using your identification card, participating providers with those Licensees can file your claim with the on-site Blue Cross and/or Blue Shield Licensee. The Licensee will then send your claim electronically to the Company. We will inform the on-site Licensee of benefit information and the Licensee will then pay the provider as appropriate. When your claim is processed, you will receive an explanation of claims processing that will specify any amount you owe the provider. You will not be responsible for any balances beyond any deductible, copay, and coinsurance amount. You will also, most likely, avoid having to pay for your entire service up front.

When you obtain health care services through the BlueCard Program outside the Service Area, the amount you pay for covered services is usually calculated according to the lower of:

- The billed charges for the services, or
- The “negotiated price” that the other Blue Cross and/or Blue Shield Licensee passes on to us.

The negotiated price will, most often, be a simple discount which reflects the actual price paid by the other Blue Cross and/or Blue Shield Licensee. But sometimes it is an estimated price that factors in expected settlements, withholds, any other contingent payment arrangements, and non-claim transactions, with the Licensee’s providers or provider groups. The negotiated price may also be billed

charges reduced to reflect an average expected savings with the Licensee's providers or provider groups. This price may result in a greater variation from the actual price than will the estimated price. The negotiated price may be prospectively adjusted to correct for past overestimation or underestimation of prices. However, the amount you pay is considered a final price and you will not be responsible for any balances beyond any deductible, copay, and coinsurance amount.

In addition, state laws may require a small number of Licensees to use a method of calculating the amount you are responsible for paying that does not reflect the entire savings realized, or expected to be realized, on a particular claim for covered services or to add a surcharge. If you receive covered services in one of those states, the amount you are responsible for paying will be calculated using the individual state's statutory requirements.

"Licensee" means an entity licensed by the Blue Cross and Blue Shield Association to use the Blue Cross<sup>®</sup> and, or Blue Shield<sup>®</sup> Service Marks. A Licensee may be a Primary Licensee or its licensed affiliate, or other entity that is licensed by the Association to use Marks outside the United States.

If you see a provider that is not participating with an on-site Blue Cross and/or Blue Shield Licensee, you must submit your own claims. See the "How To Submit Other Claims" provision for information on how to file claims under these circumstances.

**BlueCard Worldwide<sup>®</sup>:** The Company provides BlueCard Worldwide coverage for you. With BlueCard Worldwide, you have more access to inpatient and outpatient hospital care and physician services when you're traveling or living outside the United States, as well as medical assistance and claims support services.

When you need health care outside of the United States or its territories, follow these simple steps:

- Always carry your current identification card.
- If you need emergency medical care outside the United States, go to the nearest hospital.
- If you are admitted, call the BlueCard Worldwide Service Center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177.
- For non-emergency medical care, call the BlueCard Worldwide Service Center. The Service Center will facilitate hospitalization if necessary at a BlueCard Worldwide hospital or make an appointment with a physician. BlueCard Worldwide Service Center staff are available to assist you 24 hours a day, 7 days a week.

- You will only be responsible for out-of-pocket expenses such as any applicable deductible, copays, coinsurance and non-covered services for your inpatient care. For outpatient, hospital care or physician services, you will be responsible for paying the hospital or physician at the time of service and then must complete an international claim form and send it to the BlueCard Worldwide Service Center for reimbursement of covered services.

You can obtain an international claim form and find additional information about the BlueCard Worldwide program at [www.bcbs.com](http://www.bcbs.com).

## **HOW TO SUBMIT OTHER CLAIMS**

When a provider or hospital does not bill the Company or the on-site Blue Cross and/or Blue Shield Plan directly, you must submit your own claims to the “All Correspondence” address listed in the Customer Service Directory. In that situation, be sure to request two copies of the itemized bill and submit the following information to the Company:

- Subscriber’s name, address, identification number, and group name and number.
- Patient’s name and birth date.
- Diagnosis or nature of illness or injury and itemized bills including amount and date of each item on the physician’s, facility’s or other provider’s letterhead or statement showing the provider’s tax identification number.
- For medical equipment and supplies, also include the date of purchase, or beginning and ending dates of rental; supplier’s tax identification number; name of referring provider; whether initial purchase or replacement and why replaced. A signed authorization from the provider is also required specifying duration of need.

All claims must be submitted within 15 months of the date of service. Claims not submitted within this time limit will not be paid.

## **RECOVERY OF PAYMENT**

Payment of a claim due to error or incomplete or inaccurate information does not constitute a waiver by the Company of any provisions, limitations, or exclusions of this plan, or a waiver of the Company’s right to recover such payment when the error is discovered or when complete or accurate information is received.

## **BENEFITS NOT TRANSFERABLE**

Only you are entitled to benefits under this plan. These benefits are not assignable or transferable to anyone else and you (or a custodial parent or the state Medicaid agency, if applicable) may not delegate, in full or in part, benefits to any person, corporation, or entity. Any attempted assignment, transfer, or delegation of benefits shall be deemed null and void and will not be binding on the Company. No member may assign, transfer, or delegate any right of representation or collection other than to legal counsel directly authorized by the member on a case-by-case basis.

## **CHECKUP HOTLINE**

We are confident that the vast majority of our subscribers and providers are careful to ensure the accuracy of their health care claims. However, we also know that irregularities can occur, sometimes intentionally. And this means higher costs for all of us for coverage and health care. Use the **CHECKUP Hotline** to report suspected fraud or abuse in the use of your health care benefits; the number is 1-800-922-4325. Call to report such things as: an ineligible person using someone else's ID card; charges that don't reflect actual treatment; a person sending in false claims for services; or someone using false eligibility information. Your call will be held in strict confidence. Please help us to hold down health care costs.

## **APPEALS AND GRIEVANCES**

If you have a complaint against the Company or if the Company has notified you in writing that a claim or request for services or supplies has been denied, you or your authorized representative may request a review of the complaint or denial by calling or writing the Member Service Specialist at the Company within 180 days after you have received notice of the denial or the action which led to the complaint. The Company will have discretionary authority to determine eligibility for benefits or to construe the terms of this plan. If you have any questions, you may call the Company at the number listed in the Customer Service Directory. Although we will accept an appeal made by phone, it is preferable to put appeals in writing. You have the right to submit comments, documents, and other information to support your appeal. You or your authorized representative may review pertinent documents at the Company.

Please send all written appeals to the address shown below.

Regence BlueShield  
Attn: Member Service Specialist  
Post Office Box 21267  
1800 Ninth Avenue  
Seattle, WA 98111-3267

**First Step: The Complaint or Appeal**

- A Member Service Specialist will log your complaint or appeal and will send an acknowledgement letter within five business days of receiving the request.
- A Member Service Specialist, who was not involved in the initial decision, will work with a Medical Director and other Company departments, as needed, to investigate the complaint or appeal.
- The Member Service Specialist makes a decision, records it in writing, and sends a decision to you within 14 days of first receiving your complaint or appeal unless we notify you that an extension is necessary to complete the complaint or appeal; however, the extension cannot delay the decision beyond 30 days of the complaint or request for appeal, without your informed written consent. You will receive a decision regarding investigational medical procedures within 20 working days and that period cannot be extended without your informed written consent. See the definition of investigational service or supply for additional information on procedures. Decisions regarding a service that your provider wants for you but needs approval from the Company to perform will be received within 14 days.
- If you do not agree with the decision reached in the First Step review process, you may appeal the Company's decision in writing or verbally, within 180 days of receiving the decision notification. You may submit written materials supporting your appeal and may appear in person.

**Second Step: Internal Appeal**

- An Appeal Coordinator (Registered Nurse) working as part of a "panel," accepts and logs your appeal and notifies you within five days that it was received.
- Panel members who have not been involved in any previous decisions made regarding your original complaint or appeal will investigate your appeal.
- The panel will make a decision on the appeal, record it in writing, and will send it to you by certified mail within 14 days of receiving your appeal unless we notify you that an extension is necessary to complete the appeal; however, the extension cannot delay the decision beyond 30 days of the request for appeal, without your

informed, written consent. You will receive a decision regarding investigational medical procedures within 20 working days and that period cannot be extended without your informed written consent. Decisions regarding a service that your provider wants for you but needs approval from the Company to perform will be received within 14 days.

- If you do not agree with the decision reached in the Second Step review process, you may ask (in writing or verbally) for an external appeal within 180 days of receiving the decision notification.

### **Optional Third Step: External Appeal (IRO)**

- An Appeal Coordinator accepts and logs your appeal and notifies you within five days that it was received. The Appeal Coordinator also gathers all facts and supporting documents together with the previous internal appeal packet and delivers it to an Independent Review Organization (IRO) within three days of receiving your request for an external appeal.
- An IRO, made up of physicians not associated with the Company, new to the case, and with medical training in the area of your appeal, reviews your case, makes a decision, and then records it in writing and sends it to the Company.
- The Appeal Coordinator will notify you by certified mail within 30 days of receiving your appeal request.
- You may also ask for an independent review if we do not give you our First or Second Step Review decision within the time limits stated.

If you request an independent review of the Company's denial of services due to the Company's modifying, refusing, or terminating services previously covered, and the Company's decision is based upon a finding that the health service, or level of health service, is no longer medically necessary or appropriate, the Company will continue to provide for those services until the determination by the IRO is completed. If the determination by the IRO agrees with the Company's denial, you will be responsible for the cost of the continued health service that was paid for under this provision.

**Expedited Appeals:** If your treating provider determines that your health could be jeopardized by waiting for a decision under the standard process, he or she may specifically request an expedited appeal. The "panel" is new to the case and will make a decision in 72 hours. If you are not satisfied with that decision, you may ask for an expedited, second level appeal similar to the External Process described above. The IRO will make a decision within 72 hours.

## WHAT ELSE DO I NEED TO KNOW?

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### COMPANY'S RIGHT TO RECOVER PAYMENTS

The benefits of this plan, as determined by the Company, will be available to a member who is injured by another party, subject to the plan's exclusions and limitations. If the Company provides benefits for the treatment of an injury, whether or not caused by another party, it shall: (a) be subrogated to the right of the member or the member's representative to recover compensation for the injury; and (b) have a security interest in any damage recoveries to the extent of all payments made by the Company, subject to the limitations specified in the "Collection By Member Or Member's Representative" section below. As a condition of receiving the benefits of this plan for the injury, the member or member's representative shall: (a) agree to hold in trust, any such damage recoveries until such time as a final determination or settlement is made regarding the amount that fully compensates the member for his or her loss and to execute a trust agreement guaranteeing the Company's rights as described in this section; (b) give the Company, in writing, the name and address of the party who caused the injury, the facts of the accident, and any other information reasonably necessary to protect the Company's subrogation rights; (c) if the injury was caused by another party, submit the bills relating to the accident to the other party's liability insurer when the member knows that the other party has liability insurance and knows the identity and address of such insurer; and (d) submit the bills relating to the accident to any underinsured or uninsured motorist insurer from which the member is entitled to recover. The member or the member's representative shall cooperate fully with the Company in recovering the amount the Company has paid, including providing prior written notice of any intended settlement. Where the member has cooperated in providing the required information and is represented by an attorney, the Company shall reduce its subrogated interest by a reasonable amount based on the services provided.

**Collection by Member or Member's Representative:** If a settlement is made or judgment is recovered, the Company shall be entitled to be reimbursed to the extent that the member recovers payment for the same loss from the party who is responsible for the damages. The Company may recover only the excess which the member has received from the responsible party remaining after the member is fully compensated for the member's loss as provided in the settlement or judgment as applicable. In cases where such excess occurs, the Company shall have the right to enforce its

subrogation rights against: (a) the other party's reachable assets, including all present and future property and property rights of the other party, including but not limited to the other party's liability insurance coverage, and excluding only that portion of property and property rights that is by law exempt from execution, attachment, or garnishment; and (b) any amounts available under the terms of any contract or insurance offering automobile medical, personal injury protection ("PIP"), automobile no-fault, automobile uninsured or underinsured motorist, homeowner, commercial premises coverage, or similar contract or insurance, when such contract or insurance is issued to or makes benefits available to the member.

**Uninsured or Underinsured Motorist Coverage:** Where the member is entitled to be compensated by benefits available under the terms of any automobile uninsured or underinsured motorist coverage, when such contract or insurance is issued to or provides benefits to the member, the Company shall be entitled to recover benefits provided under this plan, provided that, where the member receives a judgment or a settlement under an uninsured or underinsured motorist coverage provision, and such judgment or settlement does not result in the member being fully compensated for nonmedical damages, the Company shall have no right to reimbursement. By providing benefits, the Company is carrying out its obligation under the Contract, and is not acting as a volunteer, and is not waiving any rights to reimbursement or subrogation. The member shall reimburse the Company for any amounts paid by the Company subject to this provision. Where the member has cooperated in providing the required information and is represented by an attorney, the Company shall reduce its subrogated interest by a reasonable amount based on the services provided.

**Fees and Expenses:** The member may incur attorney's fees and costs in connection with obtaining recovery. If this plan is not subject to ERISA, the Company shall pay a proportional share of such attorney's fees and costs incurred by the member at the time of any settlement or recovery to otherwise reduce the amount of reimbursement paid to the Company to less than the full amount of benefits paid by the Company. If this plan is subject to ERISA, the member may request and the Company may contribute an amount toward attorney's fees incurred by the member at the time of any settlement or recovery to otherwise reduce the amount of reimbursement paid to the Company to less than the full amount of benefits paid by the Company.

## **INDIVIDUAL BENEFITS MANAGEMENT**

For certain illnesses or injuries, our Individual Benefits Management staff will work with you and your provider to determine the treatment

options that will provide the most cost-effective or beneficial care in your specific case. In some instances, the Individual Benefits Management staff may authorize benefits that would not normally be covered under this plan; such authorization must be received in advance of the service being provided. The final decision on the course of treatment will rest with you and your provider.

When provided at equal or lesser cost, the benefits of this plan, including home medical equipment provided by a home health or hospice agency, will be available for home health care instead of hospitalization or other inpatient care when furnished by a licensed home care agency or by a home health or hospice agency that is covered under this plan. Substitution of less expensive or less intensive services will be made only with your consent and when recommended by your physician or health care provider and will be based on your individual medical needs. A written treatment plan may be required by the Company. Coverage will be limited to the maximum benefit payable for hospital or other inpatient expenses under this plan and will be subject to any applicable deductible, coinsurance and plan limits. These benefits will only be provided when your condition is serious enough to require inpatient care and you could qualify for the inpatient benefits of this plan; no benefits will be provided for custodial care.

## **COORDINATION OF BENEFITS**

**Coordination of this Plan's Benefits with Other Benefits:** The Coordination of Benefits (COB) provision applies when you have health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits according to its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

**Definitions:** For the purpose of this section, the following definitions shall apply:

**A "Plan":** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts. However, if COB rules do not apply to all contracts, or to all benefits in the same contract, the

contract or benefit to which COB does not apply is treated as a separate Plan.

- Plan includes: group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.
- Plan does not include: hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under the above bullet points is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

**“This Plan”:** means, in a COB provision the part of the Plan providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the Plan providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a “Primary Plan” or “Secondary Plan” when you have health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan’s benefits. When This Plan is secondary, it determines its benefits after those of another Plan and must make payment in an amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim equal 100% of the total Allowable Expense for that claim. This means that when This Plan is secondary, it must pay the amount which, when combined with what the Primary Plan paid, totals 100% of the highest Allowable Expense. In addition, if This Plan is secondary, it must calculate its savings (its amount paid subtracted from the amount it would have paid had it been the Primary Plan)

and record these savings as a benefit reserve for you. This reserve must be used to pay any expenses during that calendar year, whether or not they are an Allowable Expense under This Plan. If This Plan is secondary, it will not be required to pay an amount in excess of its maximum benefit plus any accrued savings.

**“Allowable Expense”:** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering you. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering you is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
- If you are covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- If you are covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

**“Closed Panel Plan”:** is a Plan that provides health care benefits to you in the form of services through a panel of providers who are primarily employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

**“Custodial Parent”:** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

**Order of Benefit Determination Rules:** When you are covered by two or more Plans, the rules for determining the order of benefit payments are as follows. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan. A Plan that does not contain a coordination of benefits provision that is consistent with chapter 284-51 of the Washington Administrative Code is always primary

unless the provisions of both Plans state that the complying Plan is primary, except coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the Plan provided by the contract holder.

Examples include major medical coverages that are superimposed over hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Each Plan determines its order of benefits using the first of the following rules that apply:

***Non-Dependent or Dependent:*** The Plan that covers you other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers you as a dependent is the Secondary Plan. However, if you are a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering you as a dependent, and primary to the Plan covering you as other than a dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering you as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

***Dependent Child Covered Under More Than One Plan:*** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

- For a dependent child whose parents are married or are living together, whether or not they have ever been married:
  - 1) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - 2) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
- For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - 1) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to claims determination periods commencing after the Plan is given notice of the court decree;
  - 2) If a court decree states one parent is to assume primary financial responsibility for the dependent child but does not

- mention responsibility for health care expenses, the Plan of the parent assuming financial responsibility is primary;
- 3) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of the first bullet point above (for dependent child(ren) whose parents are married or are living together) determine the order of benefits;
  - 4) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of the first bullet point above (for dependent child(ren) whose parents are married or are living together) determine the order of benefits; or
  - 5) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child is as follows:
    - The Plan covering the Custodial Parent, first;
    - The Plan covering the spouse of the Custodial Parent, second;
    - The Plan covering the noncustodial parent, third; and then
    - The Plan covering the spouse of the noncustodial parent, last.
- For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of the first or second bullet points above (for dependent child(ren) whose parents are married or are living together or for dependent child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

**Active Employee or Retired or Laid-off Employee:** The Plan that covers you as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering you as a retired or laid-off employee is the Secondary Plan. The same would hold true if you are a dependent of an active employee and you are a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

**COBRA or State Continuation Coverage:** If your coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering you as an employee, member, subscriber or retiree or covering you as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal

continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the Non-Dependent or Dependent provision above can determine the order of benefits.

**Longer or Shorter Length of Coverage:** The Plan that covered you as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered you the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses must be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

**Effect on the Benefits of This Plan:** When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a claim determination period are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan must make payment in an amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim equal 100% of the total Allowable Expense for that claim. Total Allowable Expense is the highest Allowable Expense of the Primary Plan or the Secondary Plan. In addition, the Secondary Plan must credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

**Right to Receive and Release Needed Information:** Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other Plans covering you. The Company need not tell, or get the consent of, any person to do this. You, to claim benefits under This Plan, must give the Company any facts it needs to apply those rules and determine benefits payable.

**Facility of Payment:** If payments that should have been made under This Plan are made by another Plan, the Company has the right, at its discretion, to remit to the other Plan the amount the Company determines appropriate to satisfy the intent of this provision. The amounts paid to the other Plan are considered benefits paid under This Plan. To the extent of such payments, the Company is fully discharged from liability under This Plan.

**Right of Recovery:** The Company has the right to recover excess payment whenever it has paid allowable expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. The Company may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans.

If you are covered by more than one health benefit plan, you or your provider should file all your claims with each plan at the same time. If Medicare is your primary plan, Medicare may submit your claims to your secondary carrier for you.

## **COVERAGE UNDER A PRIOR PLAN**

If you were covered under another plan underwritten or administered by the Company for your group before coverage under this plan began, the following will apply:

- Any benefits used under a prior plan during that calendar year will be charged against this plan's maximums for that same calendar year. Any benefits used under a prior plan and not reinstated will also be charged to the benefit maximums of this plan.
- You will be allowed to credit your stoploss accumulation against your new stoploss limit during the same calendar year.
- You will receive credit toward satisfaction of the Transplants Benefit waiting period under this plan only upon direct transfer from another Company medical plan. For more information about waiting period credits, please see the "When Won't Things Be Covered?" section.

## **TERMINATION OF COVERAGE**

**Guaranteed Renewability:** The continuity of coverage under this plan is guaranteed by the Company for members, except that the Company may terminate this plan for a group or the coverage for an individual for any one of the following reasons:

- Nonpayment of the rate.
- Members who fail to pay any deductible or copay amount owed to the Company and not the provider of health care services.
- Members committing fraudulent acts as to the Company.
- Members who materially breach this plan.
- Violation of published policies of the Company that have been approved by the Washington State Insurance Commissioner, if any.
- There is a change or implementation of federal or state laws that no longer permit the continued offering of this plan.

- There is zero enrollment on the product.
- The Company replaces this product and the replacement product is provided to all members of the group covered under this plan, includes all the services covered under this product, and does not significantly limit access to the kind of services covered under the replaced product. The Company may also allow unrestricted conversion to a fully comparable product.
- The Company withdraws from a service area or from a segment of the service area because the Company has demonstrated to the Washington State Insurance Commissioner that the Company's clinical, financial, or administrative capacity to serve the group or its members would be exceeded.
- The Company discontinues offering this product. The Company shall provide 90 days' written notification prior to the date of the discontinuance to each group and member enrolled on this product and shall offer to each group the option to enroll in any other product currently being actively marketed by the Company to groups of equivalent size.
- The Company discontinues offering all health coverage in the group market up to 200 in size in Washington State and discontinues coverage under all existing group health care plans in the applicable market involved; the Company shall provide 180 days' written notification prior to such discontinuance to the Washington State Insurance Commissioner and all affected groups.

In addition, the group or member may cancel the coverage under this plan upon 30 days' written notice to the Company.

**Termination of Subscriber or Dependent Coverage:** When you are no longer eligible for coverage or leave the group, coverage under this Contract will terminate for a subscriber or dependent immediately as follows:

- On the date the group Contract is terminated.
- At the end of the last calendar month for which timely payment was received on the member's behalf, if the rate is not received when due or within any grace period.
- At the end of the same calendar month when the member ceases to satisfy the requirements for subscriber or dependent eligibility.
- At the end of the same calendar month when the subscriber terminates coverage.

If coverage under this Contract terminates for a subscriber, it will also terminate for the subscriber's dependents.

However, you may be eligible for an extension of group benefits as described below. The extension of coverage will end when your

group's Contract with the Company terminates (except for the maternity extension).

**Certificate of Health Coverage:** When your coverage under this plan ends, the Company automatically will send you a "Certificate of Health Coverage." The Company will also issue a certificate, upon your request, within 24 months of cessation of coverage. The certificate will provide information about your length of coverage under this plan. Please verify the accuracy of the information when you receive your certificate. If you do not receive a certificate or misplace the one you receive, please contact the Company at Post Office Box 21267, Seattle, WA 98111-3267.

**COBRA:** The provisions of this plan will be subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for groups that normally employed 20 or more employees during the previous calendar year and that are required by federal law to comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Contact your employer for information on a COBRA continuation of coverage.

- Continuation coverage under this plan will be provided to a person entitled to such coverage under COBRA, when all requirements of COBRA, such as timely notices, have been complied with.
- Your group must notify the Company of your election of COBRA continuation coverage within 60 days after the election, provided that all notice requirements of COBRA have been met in a timely manner. Your failure to make timely election will constitute a waiver of your rights to COBRA continuation coverage under this plan. Failure to provide timely notices may not, in all cases, terminate your right to continuation coverage; however, such failure will eliminate any obligation of the Company to provide continuation coverage under this plan.
- If you become entitled to Medicare or covered under another group health plan after the date of COBRA election, you will not be eligible for COBRA continuation unless the other plan limits or excludes coverage for a preexisting condition you have. In such a case, you will not be eligible for COBRA continuation once that preexisting condition is covered.

If you elect a COBRA continuation of coverage, you will no longer be entitled to any other extension of coverage that may be available under your plan as explained in this brochure.

You or your dependents may be responsible for payment of the group rates during an extension of coverage. Payment must continue to be submitted through your group representative. The right to an

extension of coverage will end when your group's Contract with the Company terminates.

*See "When You Are No Longer Eligible For Coverage" for information on conversion plans when your COBRA continuation ends.*

**Three-Month Leave of Absence:** You and your dependents may continue coverage for a period of not more than three months during a temporary employer-approved leave of absence, provided the rates are paid to the Company. A leave of absence will begin when you are no longer receiving a full salary, but no later than 90 calendar days from the date you are no longer actively at work. Dependent coverage cannot be extended if the employee is not covered.

**Six-Month Extension:** If your group is not eligible for COBRA or if you do not qualify for a COBRA continuation for any reason, you are eligible for a six-month extension, provided the rates are paid when due through your group representative as specified in your Contract. This extension does not apply for employees whose employment was terminated for misconduct.

**Maternity Extension:** If a female subscriber or subscriber's female spouse is pregnant when coverage terminates, she will be eligible for the Maternity Benefits of this plan until 14 days following termination of pregnancy, provided she transfers directly to a Company conversion plan and continues coverage until termination of pregnancy. Waiting periods described in the "When Won't Things Be Covered?" section will apply.

**Hospital Extension:** If you are an inpatient at a facility covered under this plan at the time this plan would be terminated for any reason, your effective date of termination will be postponed without payment of rate, and this plan will not be terminated for you (the member who is inpatient only) until the first of the following events occur:

- Expiration of six consecutive months.
- Your remaining benefits available under the plan for your confinement are exhausted (no benefits renew January 1).
- You become covered under another Contract with the Company that provides benefits for your confinement.
- You are enrolled under a contract with another company that would provide benefits for your confinement.
- You are discharged from the facility.

This extension will not apply to the newborn child who is only eligible for coverage for the first 21 days following birth as specified in the Newborn Care Benefit or if you are eligible for a COBRA continuation.

**Leaves Under the Family and Medical Leave Act (FMLA):** The FMLA applies only to groups that employed 50 or more employees during each of the 20 or more calendar workweeks in the current or preceding calendar year and that are required by federal law to comply with FMLA provisions. Under this provision, eligible subscribers may receive up to 12 weeks of leave during a 12-month period, as provided by FMLA, under the following circumstances:

- The birth of the subscriber's child.
- The placement of a child with the subscriber for adoption or foster care.
- Care for the subscriber's seriously ill spouse, parent or child.
- The subscriber's own serious physical or mental health condition.

Eligible subscribers and their covered dependents may continue coverage under this plan. Persons who are entitled to a FMLA leave will not be entitled to the three-month leave of absence or to the six-month self-pay extension for the same situation. Please contact your employer for more detailed information on FMLA leaves.

## **PAYMENT OF RATES DURING A LABOR DISPUTE**

If your compensation is discontinued due to a labor dispute, you may continue coverage during the dispute for as long as six months provided the rates are paid when due as specified in the Contract. Your payments must continue to be submitted through your group. The six months of coverage provided to you under the labor dispute rule above will begin at the same time as any applicable COBRA continuation. If you are eligible for the continuation of coverage provision of COBRA, this labor dispute rule will not apply. Contact your employer for more information.

**Cessation of Benefits:** No person has a right to receive benefits of this plan after the date this plan terminates. Termination of your coverage under this plan for any reason completely ends all obligations of the Company to provide you with benefits for services or supplies received after the date of termination whether or not you may be receiving treatment, or may need further treatment, for any illness, injury, or physical disability incurred or treated before or while this plan was in effect.

## **WHEN YOU ARE NO LONGER ELIGIBLE FOR COVERAGE**

If you or any of your dependents are no longer eligible for coverage under this plan, health protection with the Company is available as described below. If coverage under this plan terminates for your entire group and the group transfers its plan to another Contract

with the Company, to another carrier or to a self-insured plan, and you or your dependents become covered under the new plan, the conversion options described below do not apply.

**Medicare Supplement:** Persons who are eligible for Medicare may be eligible for coverage under one of the Company's Medicare Supplement plans. To be eligible for continuous coverage, the Company must receive the person's application within 31 days following termination of coverage under this plan. If a person applies for Medicare Supplement coverage within six months of enrolling in Medicare Part B coverage, no health statement will be required. After the six-month enrollment period, a health statement may be required. Benefits and rates under the Medicare Supplement plan will be substantially different from this plan.

**Conversion Plan:** For persons under age 65 who are not eligible for Medicare, coverage will be available under one of the Company's conversion plans. To be eligible, the Company must receive the person's application within 31 days after termination of coverage under this plan. A health statement will not be required. The benefits of the conversion plan will be the standard individual medical and hospital benefits then being issued by the Company for people converting from another plan; rates will be higher than for this plan, and benefits may be substantially less. Benefits under the conversion plan will be subject to the waiting periods of this plan as described in this brochure. However, any new dependents added to the conversion plan after the subscriber's effective date will have to satisfy the waiting periods of the conversion plan. By enrolling on a conversion plan, you may lose the right to enroll under one of the Company's marketed individual plans without submitting a health questionnaire.

**Individual Plan:** Instead of applying for one of the conversion plans described above, a person not eligible for Medicare may also apply for coverage under one of the Company's marketed individual plans. To be eligible, the person must submit a completed application form and health questionnaire, if applicable, and must be accepted by the Company for coverage. Benefits and rates under the individual plan may be substantially different from this plan.

## **LEAVING OUR SERVICE AREA**

If you move to an area served by another Blue Cross and/or Blue Shield Plan, your coverage may be transferred to the Plan serving your new address. The other Blue Cross and/or Blue Shield Plan must offer you at least its conversion contract, which does not require a medical examination or health statement. If you accept the new conversion contract, you will receive credit for the length of your

enrollment with our Company toward any of the new Plan's waiting periods. The rates and benefits available from your new carrier may vary significantly from those offered by our Company.

You may also be offered other types of coverage with the Blue Cross and/or Blue Shield Plan serving your new location; please be aware that such contracts may require a medical examination or health statement to exclude coverage for preexisting conditions, and may not apply time enrolled with our Company to the new waiting periods. Contact our office when you are leaving our service area and we will assist you in transferring to a Blue Cross and/or Blue Shield Plan in your new location.

## **RELEASE OF MEDICAL INFORMATION**

As a condition of receiving benefits under this plan, you and your dependents waive any claim of privilege or confidentiality that might be asserted in any action by or against the Company or the party furnishing such information, except in cases of negligent or irresponsible use of the information by the Company and authorize:

- Any provider to disclose to the Company any medical information it requests in accordance with state and federal law.
- The Company to examine your medical records at the offices of any provider.
- The Company to release to or obtain from any person or organization any information necessary to administer your benefits.
- The Company, in the exercise of its subrogation rights, and persons acting on behalf of the Company to release any information about an accident, your injuries, and the benefits and medical services you received to any person who may be liable to you or to the Company, and to such person's insurer.
- The Company to examine your employment records in order to verify your eligibility.

The Company will keep such information confidential whenever possible, but under certain circumstances, it may be disclosed without specific authorization.

## DEFINITIONS

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We've worked hard to make your plan as easy as possible to understand and use. One way is by giving you clear definitions of terms you may encounter as you use your plan.

**Allowed Amount:** The allowed amount shall mean one of the following:

- ***Preferred Plan or Participating Providers Inside The Service Area, Who Have Agreements With The Company:*** For services or supplies covered under this plan, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between the Company and the provider. These providers agree to seek payment from the Company when they furnish covered services to you. You will be responsible only for any applicable deductible, copays, coinsurance, and charges in excess of the stated benefit maximums, if any, and for charges for services and supplies not covered under this plan.
- ***Preferred Plan or Participating Providers Outside The Service Area Who Have Agreements With Other Blue Cross and/or Blue Shield Licensees:*** The allowed amount is determined as stated in the Outside The Service Area provision of the "How Do I File A Claim?" section.
- ***Recognized Providers Who Do Not Have Agreements With The Company Or Another Blue Cross and/or Blue Shield Licensee:***
  - 1) Inside the service area, for recognized providers who have not signed a current participating or Preferred Plan agreement with the Company, the allowed amount will be no greater than the maximum allowance the Company otherwise would have allowed had the medically necessary covered services been furnished by a participating provider.
  - 2) Inside the service area, for recognized providers who belong to a category of providers who were not offered Preferred Plan or participating agreements, the allowed amount will be equivalent to billed charges
  - 3) When services outside the service area are not received through the BlueCard program, the allowed amount is determined, at the Company's option, as either the negotiated price used by the Blue Cross and/or Blue Shield Licensee in that area for its contracted providers or an amount determined by an independent entity selected by the Company.
  - 4) When you seek services from providers that do not have agreements with the Company, your liability is for any amount

above the allowed amount, and for any applicable deductible, coinsurance, copays, amounts in excess of stated benefit maximums, if any, and charges for services and supplies not covered under this plan.

The Company reserves the right to determine the amount allowed for any given service or supply.

You will be responsible for the total billed charges for services or supplies in excess of lifetime or per calendar year benefit maximums, if any, and for charges for any other service or supply not covered under this plan, regardless of the provider rendering such service or supply.

**Benefits:** Payment by the Company for services and supplies covered under this plan.

**Chemical Dependency:** An illness characterized by a physiological or psychological dependency, or both, on a controlled substance regulated under RCW 69.50 and/or alcoholic beverages. It is further characterized by a frequent or intense pattern of pathological use to the extent the user exhibits a loss of self-control over the amount and circumstances of use; develops symptoms of tolerance or physiological and/or psychological withdrawal if the use of the controlled substance or alcoholic beverage is reduced or discontinued; and the user's health is substantially impaired or endangered or his or her social or economic function is substantially disrupted.

**Coinsurance:** The percentage share payable by you on claims for which the Company provides benefits at less than 100% of the allowed amount.

**Company:** Regence BlueShield.

**Copay:** The amount, in addition to the rate, which you are required to pay for certain services and supplies provided under this plan. The copay will be the copay amount stated in the "What Do I Have To Pay For?" and "Benefits" sections of this plan, or the allowed amount, whichever is less. You are responsible for the payment of any copay directly to the provider of the service or supply.

**Cosmetic:** Services and supplies that are applied to normal structures of the body primarily for the purpose of improving or changing appearance.

**Custodial Care:** Care that, as determined by the Company, is designed primarily to assist you in activities of daily living, and which is not primarily provided for its therapeutic value in treatment of an illness or injury, including institutional care that serves primarily to support self-care and provide room and board, and can

be provided by people without medical or paramedical skills. Custodial care includes, but is not limited to, help in walking, getting into and out of bed, bathing, dressing, feeding and preparation of meals or special diets, and supervision of medications that are ordinarily self-administered.

**Dental Services:** Services and supplies (including drugs) provided to diagnose, prevent, or treat diseases or conditions of the teeth and supporting tissues, including treatment that restores the function of the teeth.

**Dependent:** A person listed on the subscriber's application as a dependent of the subscriber, who is eligible, and for whom the Company has received an application for dependent coverage as stated in the "When Am I Eligible For Coverage?" section and has been accepted by the Company for dependent coverage, and for whom the applicable rate has been paid.

**Group:** The body named on the cover page as a party to this Contract with the Company, that satisfies the group eligibility requirements of the Contract and whose members are eligible for subscriber or dependent coverage in the "When Am I Eligible For Coverage?" section.

**Hospital:** An accredited general hospital that is a provider covered under this plan.

**Inpatient:** A person confined overnight in a hospital or other facility as a regularly admitted bed patient to whom a charge for room and board is made in accordance with the hospital's or facility's standard practice.

**Inpatient Rehabilitation Admission:** An inpatient admission to a Company approved facility specifically for the purpose of receiving speech, physical, or occupational therapy in an inpatient setting.

**Investigational Service Or Supply:** A service or supply (including but not limited to drugs, devices, and other items) that is determined by the Company to be either: classified as experimental and/or investigational by the national Blue Cross Blue Shield Association or the Company, or is on an investigational protocol, unless approved in writing in advance by the Company.

The national Blue Cross Blue Shield Association's determination is based on the following criteria:

- The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes (which means significant measurable improvement in length of life, ability to function, or quality of life);

- The technology must improve the net health outcome (as defined above);
- The technology must be as beneficial as any established alternatives;
- The improvement must be attainable outside the laboratory or clinical research setting; and
- Items must have been approved by the U.S. Food and Drug Administration (FDA) as being safe and efficacious for general marketing, and permission must have been granted by the FDA for commercial distribution.

If the Company receives a fully documented claim or request (see below) for preauthorization related to a service, supply, drug, device, or other item, a decision will be made and communicated to you within 20 working days. If a decision is made to deny benefits, the written denial will identify (by name and job title) the individual making the decision. The written denial will contain the basis for the decision and an explanation of your right to appeal the decision.

You may also have a right to an expedited appeal. See the Appeals and Grievances provision in the “How Do I File A Claim?” section for additional information on procedures.

“Fully documented” means that all of the following are included with your claim or request:

- A hard copy of your clinical history.
- All reasonably available relevant medical literature (including peer-reviewed articles) that support or relate to the claim or request.
- If your request is for a drug or supply, the booklet describing its function, indications, and FDA approval notification. If the drug is not FDA-approved for a specific condition, documentation showing whether the drug is Group A, B, or C, with supporting documentation.
- If the treatment or procedure is part of a research protocol, copies of the research protocol and any informed consent that you have signed or will be asked to sign in connection with the treatment or procedure that is the subject of the claim or request, and copies of all documents created by the institutional review board of the institution where the treatment or procedure will be performed that relate to the treatment or procedure, including all supporting documentation.

**Medical Emergency:** The emergent and acute onset of a symptom or symptoms, including severe pain, that would lead a prudent layperson acting reasonably to believe that a health condition exists that requires immediate medical attention, if failure to provide

medical attention would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's health in serious jeopardy. (A "prudent layperson" is someone who has an average knowledge of health and medicine.)

**Medically Necessary:** The health care services or supplies that a physician or other health care provider exercising prudent clinical judgment, would provide to a member for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms and that are:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the member's illness, injury or disease; and
- Not primarily for the convenience of the member, physician or other health care provider, and not more costly than an alternative service or sequence of services, or supply at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the member's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

**Member:** The subscriber or dependent.

**Mental Disorders:** Only those diagnoses included in the most current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, (except as specified in the Chemical Dependency Benefit and except as otherwise excluded under this plan), regardless of the cause of the disorder, including whether or not the condition has an organic/physiologic or a functional basis.

**Off-Label:** The prescribed use of a drug which is other than that stated in its FDA-approved labeling.

**Participating Provider:**

- Inside the service area, a provider whose name is included in the current list of participating providers for this plan as prepared by the Company and provided to the group and who has entered into a current participating agreement with the Company.

- Outside the service area, a provider who has entered into a current participating agreement with the local Blue Cross and/or Blue Shield plan and who is acting within the scope of that provider's license, who belongs to a category of providers whose services or supplies would be covered under this plan as benefits if furnished inside the service area.

**Peer-Reviewed Medical Literature:** Scientific studies printed in journals or other publications in which original manuscripts are published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts. Peer-Reviewed Medical Literature does not include in-house publications of pharmaceutical manufacturing companies.

**Physician:** A licensed doctor of medicine (M.D.), a licensed doctor of osteopathy (D.O.), or a licensed doctor of naturopathic medicine (N.D.), who is a provider covered under this plan.

**Preferred Plan Provider:**

- Inside the service area, a provider whose name is included in the current list of Preferred Plan providers for this plan as prepared by the Company and provided to the group and who has entered into a current Preferred Plan provider agreement with the Company.
- Outside the service area, a provider who has entered into a current Preferred Plan provider agreement with the local Blue Cross and/or Blue Shield plan and who is acting within the scope of that provider's license, who belongs to a category of providers whose services or supplies would be covered under this plan as benefits if furnished inside the service area.

**Prescription Drug:** Inside the United States, any state or federal legend drug approved by the Food and Drug Administration (FDA), including compounded products with active ingredients approved by the FDA requiring a prescription, and dispensed by a licensed pharmacist. Outside the United States, any drug equivalent to a state or federal legend drug approved by the FDA.

**Recognized Provider:**

- Inside the service area, a provider who is acting within the scope of that provider's license, who is not a Preferred Plan or participating provider, or who belongs to a category of providers to whom Preferred Plan or participating agreements are not offered but for whose services this plan provides benefits.
- Outside the service area, a provider who is acting within the scope of that provider's license, who belongs to a category of providers whose services or supplies would be covered under this plan as benefits if furnished inside the service area. The

recognized provider must have qualifications and a license or certification required for the comparable provider category inside the service area.

- For medical emergencies, inside or outside the service area, a recognized provider means a provider who is not a Preferred Plan or participating provider.

**Reconstructive:** Services, procedures, and surgery performed on abnormal structures of the body, caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease. It is generally performed to improve function, but it may also be done to approximate a normal appearance.

**Service Area:** Washington counties of King, Pierce, Snohomish, Lewis, Cowlitz, Wahkiakum, Thurston, Yakima, Walla Walla, Grays Harbor, Pacific, Clallam, Columbia, Mason, Jefferson, Kitsap, Klickitat, Skagit, Whatcom, Skamania, San Juan, Island; and any other areas designated by the Company. Please check our Web site at [www.wa.regence.com](http://www.wa.regence.com) for up-to-date information.

**Standard Reference Compendia:**

- The American Hospital Formulary Service-Drug Information;
- The American Medical Association Drug Evaluation;
- The United States Pharmacopoeia-Drug Information; or
- Other authoritative compendia as identified from time to time by the federal Secretary of Health and Human Services or the Washington State Insurance Commissioner.

**Stoploss:** The dollar limit of coinsurance amounts that you are responsible to pay during a calendar year; after you have reached this limit, the Company will pay most benefits at 100% of the allowed amount for the remainder of the calendar year. Some benefits are not subject to the stoploss provision, as specified in the “Benefits” section; these benefits will always remain payable at the percentage level given in the Payment Schedule or in the applicable benefit section. **In addition, the following do not count toward the stoploss: your annual deductible; any copays; any coinsurance required when the preadmission approval provision is not satisfied; and any balances that remain after benefit limits have been expended.**

**Subscriber:** An individual member of the group who is eligible for subscriber coverage as stated in the “When Am I Eligible For Coverage?” section.

**Year:** Calendar year (January 1 through December 31).

# CUSTOMER SERVICE DIRECTORY

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**Customer Service Number:** Please use the following phone number and address when you need to contact the Company regarding general information about your health plan benefits, if you have questions on the second surgical opinion process or the preadmission approval process, or to submit medical claims. For the most up-to-date list of Preferred Plan and participating providers and our service area, please go to our Web site at [www.wa.regence.com](http://www.wa.regence.com).

**Toll Free** ..... **1-800-458-3523**  
**TTY** ..... **1-877-727-4357**

## ALL CORRESPONDENCE

Regence BlueShield  
Post Office Box 21267  
1800 Ninth Avenue  
Seattle, WA 98111-3267

**Outside The Service Area:** Please call 1-800-810-BLUE for names of Preferred Plan or participating providers with the local Blue Cross and/or Blue Shield plan.

**Notices:** Any notices under this plan shall be deemed given when deposited in the United States mail, with postage prepaid, addressed to the group representative at his or her last address appearing in the records of the Company, or addressed to the Company at the address listed below.

Regence BlueShield  
Post Office Box 21267  
Seattle, WA 98111-3267

## **WOMEN'S HEALTH AND CANCER RIGHTS**

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If you are receiving benefits in connection with a mastectomy and you, in consultation with your attending physician, elect breast reconstruction, we will provide coverage for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prosthesis and treatment of physical complications of all stages of mastectomy, including lymphedemas.

Reconstruction benefits are subject to the same provisions as any other benefit provided under this plan (e.g., deductibles, copayment and/or coinsurance, and maximum coinsurance).

Program Provided By:  
WFIS Program Practice  
601 Union Street, Suite 1300  
Seattle, Washington 98101