UCLA MEDICAL CENTER HOUSE STAFF

July 1, 2009

BC PPO
(non-California resident)
COMPLAINT NOTICE

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

Anthem Blue Cross Life and Health Insurance Company
Customer Service
21555 Oxnard Street
Woodland Hills, CA 91367
818-234-2700

If the problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance
Claims Service Bureau, 11th Floor
300 South Spring Street
Los Angeles, California 90013
1-800-927-HELP (4357) – In California
1-213-897-8921 – Out of California
1-800-482-4833 – Telecommunication Device for the Deaf

E-mail Inquiry: “Consumer Services” link at www.insurance.ca.gov
CERTIFICATE OF INSURANCE

Anthem Blue Cross Life and Health Insurance Company
21555 Oxnard Street
Woodland Hills, California 91367

This Certificate of Insurance, including any amendments and endorsements to it, is a summary of the important terms of your health plan. It replaces any older certificates issued to you for the coverages described in the Summary of Benefits. The Group Policy, of which this certificate is a part, must be consulted to determine the exact terms and conditions of coverage. If you have special health care needs, you should read those sections of the Certificate of Insurance that apply to those needs. Your employer will provide you with a copy of the Group Policy upon request.

Your health care coverage is insured by Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health). The following pages describe your health care benefits and includes the limitations and all other policy provisions which apply to you. The insured person is referred to as “you” or “your,” and Anthem Blue Cross Life and Health as “we,” “us” or “our.” All italicized words have specific policy definitions. These definitions can be found in the DEFINITIONS section of this certificate.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPES OF PROVIDERS</td>
<td>1</td>
</tr>
<tr>
<td>SUMMARY OF BENEFITS</td>
<td>3</td>
</tr>
<tr>
<td>MEDICAL BENEFITS</td>
<td>3</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG BENEFITS</td>
<td>9</td>
</tr>
<tr>
<td>YOUR MEDICAL BENEFITS</td>
<td>11</td>
</tr>
<tr>
<td>HOW COVERED EXPENSE IS DETERMINED</td>
<td>11</td>
</tr>
<tr>
<td>DEDUCTIBLES, CO-PAYMENTS, OUT-OF-POCKET AMOUNTS</td>
<td>12</td>
</tr>
<tr>
<td>AND MEDICAL BENEFIT MAXIMUMS</td>
<td>15</td>
</tr>
<tr>
<td>CONDITIONS OF COVERAGE</td>
<td>15</td>
</tr>
<tr>
<td>MEDICAL CARE THAT IS COVERED</td>
<td>15</td>
</tr>
<tr>
<td>MEDICAL CARE THAT IS NOT COVERED</td>
<td>29</td>
</tr>
<tr>
<td>REIMBURSEMENT FOR ACTS OF THIRD PARTIES</td>
<td>34</td>
</tr>
<tr>
<td>YOUR PRESCRIPTION DRUG BENEFITS</td>
<td>35</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG COVERED EXPENSE</td>
<td>35</td>
</tr>
<tr>
<td>PLAN YEAR DEDUCTIBLE</td>
<td>36</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG CO-PAYMENTS</td>
<td>37</td>
</tr>
<tr>
<td>HOW TO USE YOUR PRESCRIPTION DRUG BENEFITS</td>
<td>37</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG UTILIZATION REVIEW</td>
<td>39</td>
</tr>
<tr>
<td>PREFERRED DRUG PROGRAM</td>
<td>39</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG CONDITIONS OF SERVICE</td>
<td>42</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE COVERED</td>
<td>43</td>
</tr>
<tr>
<td>PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE NOT COVERED</td>
<td>44</td>
</tr>
<tr>
<td>COORDINATION OF BENEFITS</td>
<td>47</td>
</tr>
<tr>
<td>BENEFITS FOR MEDICARE ELIGIBLE INSURED PERSONS</td>
<td>51</td>
</tr>
<tr>
<td>UTILIZATION REVIEW PROGRAM</td>
<td>52</td>
</tr>
<tr>
<td>THE MEDICAL NECESSITY REVIEW PROCESS</td>
<td>56</td>
</tr>
<tr>
<td>PERSONAL CASE MANAGEMENT</td>
<td>59</td>
</tr>
<tr>
<td>DISAGREEMENTS WITH MEDICAL MANAGEMENT DECISIONS</td>
<td>60</td>
</tr>
</tbody>
</table>
TYPES OF PROVIDERS

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED. THE MEANINGS OF WORDS AND PHRASES IN ITALICS ARE DESCRIBED IN THE SECTION OF THIS BOOKLET ENTITLED DEFINITIONS.

 Participating Providers. There are two kinds of participating providers in this plan:

• **PPO Providers** are providers who participate in a Blue Cross and/or Blue Shield Plan and have agreed to provide PPO members with health care services at a discounted rate that is generally lower than the rate charged by Traditional Providers.

• **Traditional Providers** are providers who might not participate in a Blue Cross and/or Blue Shield Plan, but have agreed to provide PPO members with health care services at a discounted rate.

The level of benefits we will pay under this plan is determined as follows:

• If your plan identification card (ID card) shows a PPO suitcase logo and:
  - You go to a PPO Provider, you will get the higher level of benefits of this plan.
  - You go to a Traditional Provider because there are no PPO Providers in your area, you will get the higher level of benefits of this plan.

• If your ID card does NOT have a PPO suitcase logo, you must go to a Traditional Provider to get the higher level of benefits of this plan.

Please call the toll-free BlueCard Provider Access number on your ID card to find a participating provider in your area. A directory of PPO Providers is available. You can get a directory from your plan administrator (usually your employer).

Certain categories of providers defined in this certificate as participating providers may not be available in the Blue Cross and/or Blue Shield Plan in the service area where you receive services. See “Co-Payments” in the SUMMARY OF BENEFITS section and “How Covered Expense Is Determined” in the YOUR MEDICAL BENEFITS section for additional information on how health care services you obtain from such providers are covered.

Non-Participating Providers. Non-participating providers are providers which have not agreed to participate in a Blue Cross and/or Blue Shield
Plan. They have not agreed to the negotiated rates and other provisions of a participating provider agreement.

**Physicians.** "Physician" means more than an M.D. Certain other practitioners are included in this term as it is used throughout the plan. This doesn't mean they can provide every service that a medical doctor could; it just means that we'll cover expense you incur from them when they're practicing within their specialty the same as we would if the care were provided by a medical doctor.

**Other Health Care Providers.** Other health care providers are neither physicians nor hospitals. See the definition of "Other Health Care Providers" in the DEFINITIONS section for a complete list of those providers. Other health care providers are not participating providers.

**Reproductive Health Care Services.** Some hospitals and other providers do not provide one or more of the following services that may be covered under your plan contract and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective physician or clinic, or call us at the customer service telephone number listed on your ID card to ensure that you can obtain the health care services that you need.

**Participating and Non-Participating Pharmacies.** "Participating Pharmacies" agree to charge only the prescription drug negotiated rate to fill the prescription. You pay only your co-payment amount.

"Non-Participating Pharmacies" have not agreed to the prescription drug negotiated rate. The amount that will be covered as prescription drug covered expense is significantly lower than what these providers customarily charge.
SUMMARY OF BENEFITS

THE BENEFITS OF THIS CERTIFICATE ARE PROVIDED ONLY FOR SERVICES WHICH ARE CONSIDERED TO BE MEDICALLY NECESSARY. THE FACT THAT A PHYSICIAN PRESCRIBES OR ORDERS THE SERVICE DOES NOT, IN ITSELF, MAKE IT MEDICALLY NECESSARY OR A COVERED EXPENSE.

This summary provides a brief outline of your benefits. You need to refer to the entire certificate for complete information about the benefits, conditions, limitations and exclusions of your plan.

The benefits provided in this certificate are subject to applicable federal and California laws. There are some states that require more generous benefits be provided to their residents even if the master policy was not issued in their state. If your state has such requirements, we will adjust your benefits to meet the minimum requirements.

Second Opinions. If you have a question about your condition or about a plan of treatment which your physician has recommended, you may receive a second medical opinion from another physician. This second opinion visit will be provided according to the benefits, limitations, and exclusions of this plan. If you wish to receive a second medical opinion, remember that greater benefits are provided when you choose a participating provider. You may also ask your physician to refer you to a participating provider to receive a second opinion.

All benefits are subject to coordination with benefits under certain other plans.

The benefits of this plan may be subject to the REIMBURSEMENT FOR ACTS OF THIRD PARTIES section.

MEDICAL BENEFITS

DEDUCTIBLES

Plan Year Deductibles
(Plan Year begins on July 1st and ends on the following June 30th)

- Insured Person Deductible:
  - Participating providers and other health care providers $300
  - Non-participating providers $500

- Family Deductible:
- Participating providers and other health care providers.................................................. $600
- Non-participating providers ...................................................... $1,000

Additional Deductible

- Non-Certification Deductible .................................................... $500

Exceptions: In certain circumstances, one or more of these Deductibles may not apply, as described below:

- The Plan Year Deductible will not apply to the following Well Baby and Well Child Care services provided by a participating provider: (a) physician’s services for routine examinations; or (b) immunizations.
- The Plan Year Deductible will not apply to services provided by a participating provider under the Preventive Care benefit.
- The Non-Certification Deductible will not apply to emergency admissions or services. See UTILIZATION REVIEW PROGRAM.
- The Plan Year Deductible will not apply to inpatient or outpatient hospital or physician services nor will it apply to day treatment center care, if these services are provided for the treatment of any mental or nervous disorder or severe mental disorders.
- The Plan Year Deductible will not apply to office visits to a physician (including specialists and consultants) under the Organ and Tissue Transplants benefit.

CO-PAYMENTS

Co-Payments.* After you have met your Plan Year Deductible, and any other applicable deductible, you will be responsible for the following percentages of covered expense you incur:

- Participating Providers............................................................. 20%
- Other Health Care Providers ..................................................... 20%
- Non-Participating Providers..................................................... 50%

Note: In addition to the Co-Payment shown above, you will be required to pay any amount in excess of covered expense for the services of an other health care provider or non-participating provider.
*Exceptions:

- Your Co-Payment for a routine examination provided by a participating provider under the Well Baby and Well Child Care benefit will be **$25**. This Co-Payment will not apply toward the satisfaction of any deductible, nor will it apply toward satisfaction of the Out-Of-Pocket Amount. There will be no Co-Payment for immunizations provided by a participating provider under the Well Baby and Well Child Care benefit.

- There will be no Co-Payment for office visits to a physician (including specialists and consultants) under the Organ and Tissue Transplants benefit.

- Your Co-Payment for non-participating providers will be the same as for participating providers for the following services. You may be responsible for charges which exceed covered expense.
  
  a. *Emergency services* provided by other than a hospital;

  b. The first 48 hours of emergency services provided by a hospital (the participating provider Co-Payment will continue to apply to a non-participating provider beyond the first 48 hours if, in our judgment, you cannot be safely moved);

  c. An authorized referral from us to a non-participating provider;

  d. Charges by a type of physician not represented in a Blue Cross and/or Blue Shield Plan (for example, an audiologist); or

  e. Cancer Clinical Trials.

- If you receive services from a category of provider defined in this certificate as an other health care provider but such a provider participates in the Blue Cross and/or Blue Shield Plan in that service area, your Co-Payment will be as follows:
  
  a. if you go to a participating provider, your Co-payment will be the same as for participating providers.

  b. if you go to a non-participating provider, your Co-Payment will be the same as for non-participating providers.

- If you receive services from a category of provider defined in this certificate as a participating provider that is **not** available in the Blue Cross and/or Blue Shield Plan in that service area, your Co-Payment will be the same as for participating providers.
Your Co-Payment for services provided by a participating provider under the Preventive Care benefit will be $25. This Co-Payment will not apply toward satisfaction of any deductible, nor will it apply toward satisfaction of the Out-Of-Pocket Amount.

**Out-of-Pocket Amount**. After you or enrolled family members have made the following total out-of-pocket payments for covered expense you incur during a plan year, you will no longer be required to pay a Co-Payment for the remainder of that year, but you remain responsible for costs in excess of covered expense.

**Per Insured Person**

- Participating providers and other health care providers .......................................................... $1,500
- Non-participating providers ........................................................................................................ $5,000

**Per Family**

- Participating providers and other health care providers .......................................................... $3,000
- Non-participating providers ........................................................................................................ $10,000

*Exceptions:*

- Any Co-Payments you make for the treatment of mental or nervous disorders or substance abuse (except severe mental disorders) will not be applied toward the satisfaction of your Out-Of-Pocket Amount. In addition, you are required to continue to pay your Co-Payment for such treatment even after you have reached that amount.

- Any Co-Payments you make for routine examinations under the Well Baby and Well Child Care benefit, when such care is provided by a participating provider, will not be applied toward the satisfaction of your Out-Of-Pocket Amount. In addition, you are required to continue to pay your Co-Payment for such care even after you have reached that amount.

- Any Co-Payments you make for services of a participating provider under the Preventive Care benefit will not be applied toward the satisfaction of your Out-Of-Pocket Amount. In addition, you are required to continue to pay your Co-Payment for such care even after you have reached that amount.
Expense which is applied toward any deductible, which is incurred for non-covered services or supplies, or which is in excess of the amount of covered expense, will not be applied toward your Out-of-Pocket Amount, and is always your responsibility.

**MEDICAL BENEFIT MAXIMUMS**

We will pay, for the following services and supplies, up to the maximum amounts, or for the maximum number of days or visits shown below:

**Skilled Nursing Facility**
- For covered *skilled nursing facility* care .................................................. **120 days** per plan year

**Home Health Care**
- For covered home health services .................................................. **100 visits** per plan year

**Home Infusion Therapy**
- For all covered services and supplies received during any one day ............................................. **$600**

**Hospice Care**
- For bereavement counseling .................................................. **$25** per visit; up to four visits during the 12 months following your death
- For all covered *hospice* care (including bereavement counseling) ............................................. **$5,000**

**Ambulatory Surgical Center**
- For all covered services and supplies ............................................. **$350***
  *Non-participating providers only

**Durable Medical Equipment**
- For covered charges for rental or purchase ............................................. **$1,000** per plan year

**Mental or Nervous Disorders**
- For covered *physician’s* services ............................................. **30 visits** per plan year
• For covered hospital or day treatment center care ..................30 days
  per plan year

Substance Abuse
• For covered physician’s services ........................................30 visits
  per plan year
• For covered hospital or day treatment center care ..................30 days
  per plan year*

  * The 30 day limit will not apply to inpatient hospital services for
detoxification during the acute phase of alcoholism or drug
dependence.

Well Baby and Well Child Care (Dependent Children Under Age 19)
• For physician’s services for each routine examination.............. $20*
• For each immunization ............................................................. $12*

  *Non-participating providers only

Physical Therapy, Physical Medicine and Occupational Therapy
• For covered outpatient services ...........................................24
  visits per plan year,
  additional visits as authorized
  by us if medically necessary
• For each covered visit when provided
  by a non-participating provider ...........................................$25
  per visit

Acupuncture
• For all covered services......................................................$30
  per visit, for up to 12 visits
  per plan year

Lifetime Maximum
• For all medical benefits.................................................... $1,000,000
  during your lifetime
PRESCRIPTION DRUG BENEFITS

PRESCRIPTION DRUG CO-PAYMENTS. The following co-payments apply for each prescription after you have met your Plan Year Deductible:

Retail Pharmacies: The following co-payments apply for a 30-day supply of medication.

Participating Pharmacies

- Generic Drugs ................................................................. 20% of prescription drug covered expense to a maximum copayment of $100 for each prescription
- Brand Name Drugs .......................................................... 20% of prescription drug covered expense to a maximum copayment of $100 for each prescription

Please note that presentation of a prescription to a pharmacy or pharmacist does not constitute a claim for benefit coverage. If you present a prescription to a participating pharmacy, and the participating pharmacy indicates your prescription cannot be filled, your deductible, if any, needs to be satisfied, or requires an additional Co-Payment, this is not considered an adverse claim decision. If you want the prescription filled, you will have to pay either the full cost, or the additional Co-Payment, for the prescription drug. If you believe you are entitled to some plan benefits in connection with the prescription drug, submit a claim for reimbursement to us.

Non-Participating Pharmacies*

- Generic Drugs ................................................................. 20% of prescription drug covered expense
- Brand Name Drugs .......................................................... 20% of prescription drug covered expense
Mail Order Prescriptions: The following co-payments apply for a 60-day supply of medication.

- **Generic Drugs** ....................................................................................................................... 20%
  of *prescription drug covered expense*
  to a maximum copayment of $100
  for each prescription

- **Brand Name Drugs** ................................................................................................................ 20%
  of *prescription drug covered expense*
  to a maximum copayment of $100
  for each prescription

**NOTE:** Your co-payment for infertility *prescription drugs* will not exceed $463 for each prescription.

**YOU WILL BE REQUIRED TO PAY YOUR CO-PAYMENT AMOUNT TO THE PARTICIPATING PHARMACY AT THE TIME YOUR PRESCRIPTION IS FILLED.**
YOUR MEDICAL BENEFITS

HOW COVERED EXPENSE IS DETERMINED

We will pay for covered expense you incur under this plan. A charge is incurred when the service or supply giving rise to the charge is rendered or received. Covered expense for medical benefits is based on a maximum charge for each covered service or supply that will be accepted by us for each different type of provider. It is not necessarily the amount a provider bills for the service.

**Participating Providers.** The maximum covered expense for services provided by a participating provider will be the lesser of the billed charge or the negotiated rate. Participating providers have agreed not to charge you more than the negotiated rate for covered services. When you choose a participating provider, you will not be responsible for any amount in excess of the negotiated rate.

If you go to a hospital which is a participating provider, you should not assume all providers in that hospital are also participating providers. To receive the greater benefits afforded when covered services are provided by a participating provider, you should request that all your provider services be performed by participating providers whenever you enter a hospital.

**Note:** If an other health care provider is participating in a Blue Cross and/or Blue Shield Plan at the time you receive services, such provider will be considered a participating provider for the purposes of determining covered expense.

If a provider defined in this certificate as a participating provider is of a type not represented in the local Blue Cross and/or Blue Shield Plan at the time you receive services, such provider will be considered a non-participating provider for the purposes of determining covered expense.

**Non-Participating Providers and Other Health Care Providers.** The maximum covered expense for services provided by a non-participating or other health care provider will always be the lesser of the billed charge or (1) for a physician, the customary and reasonable charge or (2) for other than a physician, the reasonable charge. You will be responsible for any billed charge which exceeds the customary and reasonable charge or the reasonable charge.

The maximum covered expense for non-participating providers for services and supplies provided in connection with Cancer Clinical Trials will be the lesser of the billed charge or the amount that ordinarily applies when services are provided by a participating provider.
**Exception:** If Medicare is the primary payor, *covered expense* does not include any charge:

1. **By a hospital,** in excess of the approved amount as determined by Medicare; or

2. **By a physician or other health care provider,** in excess of the lesser of the maximum *covered expense* stated above, or:
   a. For providers who accept Medicare assignment, the approved amount as determined by Medicare; or
   b. For providers who do not accept Medicare assignment, the limiting charge as determined by Medicare.

**You will always be responsible for expense incurred which is not covered under this plan.**

**DEDUCTIBLES, CO-PAYMENTS, OUT-OF-POCKET AMOUNTS AND MEDICAL BENEFIT MAXIMUMS**

After we subtract any applicable deductible and your Co-Payment, we will pay benefits up to the amount of *covered expense*, not to exceed the applicable Medical Benefit Maximum. The Deductible amounts, Co-Payments, Out-Of-Pocket Amounts and Medical Benefit Maximums are set forth in the SUMMARY OF BENEFITS.

**DEDUCTIBLES**

Each deductible under this *plan* is separate and distinct from the other. Only charges that are considered *covered expense* will apply toward satisfaction of any deductible.

**Plan Year Deductibles.** Each *plan year*, you will be responsible for satisfying the *insured person's* Plan Year Deductible before we begin to pay benefits.

**Family Deductible.** If, during a *plan year*, enrolled members of a family pay a deductible expense equal to the Family Deductible amount shown in the summary of benefits, then the Deductible for all *family members* is considered to have been met. No further Plan Year Deductible expense will be required for any enrolled member of that family.

*Covered expense* incurred from April through June and applied toward the Plan Year Deductible for that *plan year* also counts toward the Plan Year Deductible for the next *plan year*.

**Participating Providers and Other Health Care Providers.** *Covered expense* for the services of all providers will be applied to the *participating provider* and *other health care provider* Plan Year and
Family Deductibles. When these deductibles are met, however, we will pay benefits only for the services of participating providers and other health care providers. We will not pay any benefits for non-participating providers unless the separate non-participating provider Plan Year or Family Deductible (as applicable) is met.

**Non-Participating Providers.** Covered expense for the services of all providers will be applied to the non-participating provider Plan Year and Family Deductibles. We will pay benefits for the services of non-participating providers only when the applicable non-participating provider deductible is met.

**Prior Plan Plan Year Deductibles.** If you were covered under the prior plan any amount paid during the same plan year toward your plan year deductible under the prior plan, will be applied toward your Plan Year Deductible under this plan; provided that, such payments were for charges that would be covered expense under this plan.

**Additional Deductible.** Each time you are admitted to a hospital without properly obtaining certification, you are responsible for paying the Non-Certification Deductible. This deductible will not apply to an emergency admission or procedure. Certification is explained in UTILIZATION REVIEW PROGRAM.

**CO-PAYMENTS**

After you have satisfied any applicable deductible, we will subtract your Co-Payment from the amount of covered expense remaining.

If your Co-Payment is a percentage, we will apply the applicable percentage to the amount of covered expense remaining after any deductible has been met. This will determine the dollar amount of your Co-Payment.

**OUT-OF-POCKET AMOUNTS**

**Satisfaction of the Out-Of-Pocket Amount.** If, after you or enrolled family members have met your Plan Year Deductible, you pay Co-Payments equal to your Out-Of-Pocket Amount per insured person or per enrolled family during a plan year, you will no longer be required to make Co-Payments for any covered expense you incur during the remainder of that year, other than for covered expense incurred for treatment of mental or nervous disorders or substance abuse (except severe mental disorders), routine examinations provided by a participating provider under the Well Baby and Well Child Care benefit, and participating provider services under the Preventive Care benefit.
Participating Providers and Other Health Care Providers. Only covered expense for the services of a participating provider or other health care provider will be applied to the participating provider and other health care provider Out-Of-Pocket Amount.

After this Out-Of-Pocket Amount per insured person has been satisfied during a plan year, you will no longer be required to make any Co-Payment for the covered services provided by a participating provider or other health care provider for the remainder of that year.

Non-Participating Providers. Only covered expense for the services of a non-participating provider will be applied to the non-participating provider Out-Of-Pocket Amount. After this Out-Of-Pocket Amount per insured person has been satisfied during a plan year, you will no longer be required to make any Co-Payment for the covered services provided by a non-participating provider for the remainder of that year.

Charges Which Do Not Apply Toward the Out-Of-Pocket Amount. The following charges will not be applied toward satisfaction of an Out-Of-Pocket Amount:

- Charges which are not considered covered expense;
- Any expense applied to a deductible;
- Charges for services for the treatment of mental or nervous disorders or substance abuse (except severe mental disorders);
- Charges for routine examinations provided by a participating provider under the Well Baby and Well Child Care benefit; and
- Charges for participating provider services under the Preventive Care benefit.

In addition, you will continue to be required to pay your Co-Payment for the treatment of mental or nervous disorders or substance abuse (except severe mental disorders), routine examinations provided by a participating provider under the Well Baby and Well Child Care benefit, and participating provider services under the Preventive Care benefit even after the Out-Of-Pocket Amount is reached.

MEDICAL BENEFIT MAXIMUMS

We do not make benefit payments for any insured person in excess of any of the Medical Benefit Maximums. Your Lifetime Maximum under this plan will be reduced by any benefits we paid to you or on your behalf under any other health plan provided by Anthem Blue Cross Life and Health, or any of its affiliates, which is sponsored by the group.
Prior Plan Maximum Benefits. If you were covered under the prior plan, any benefits paid to you under the prior plan will reduce any maximum amounts you are eligible for under this plan which apply to the same benefit.

CONDITIONS OF COVERAGE

The following conditions of coverage must be met for expense incurred for services or supplies to be considered as covered expense.

1. You must incur this expense while you are covered under this plan. Expense is incurred on the date you receive the service or supply for which the charge is made.

2. The expense must be for a medical service or supply furnished to you as a result of illness or injury or pregnancy, unless a specific exception is made.

3. The expense must be for a medical service or supply included in MEDICAL CARE THAT IS COVERED. Additional limits on covered expense are included under specific benefits and in the SUMMARY OF BENEFITS.

4. The expense must not be for a medical service or supply listed in MEDICAL CARE THAT IS NOT COVERED. If the service or supply is partially excluded, then only that portion which is not excluded will be considered covered expense.

5. The expense must not exceed any of the maximum benefits or limitations of this plan.

6. Any services received must be those which are regularly provided and billed by the provider. In addition, those services must be consistent with the illness, injury, degree of disability and your medical needs. Benefits are provided only for the number of days required to treat your illness or injury.

7. All services and supplies must be ordered by a physician.

MEDICAL CARE THAT IS COVERED

Subject to the Medical Benefit Maximums in the SUMMARY OF BENEFITS, the requirements set forth under CONDITIONS OF COVERAGE and the exclusions or limitations listed under MEDICAL CARE THAT IS NOT COVERED, we will provide benefits for the following services and supplies:
Hospital

1. Inpatient services and supplies, provided by a hospital. Covered expense will not include charges in excess of the hospital’s prevailing two-bed room rate unless your physician orders, and we authorize, a private room as medically necessary.

2. Services in special care units.

3. Outpatient services and supplies provided by a hospital, including outpatient surgery.

Skilled Nursing Facility. Inpatient services and supplies provided by a skilled nursing facility, for up to 120 days per plan year. The amount by which your room charge exceeds the prevailing two-bed room rate of the skilled nursing facility is not considered covered expense.

Skilled nursing facility services and supplies are subject to pre-service review to determine medical necessity. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

Home Health Care. The following services provided by a home health agency:

1. Services of a registered nurse or licensed vocational nurse under the supervision of a registered nurse or a physician.

2. Services of a licensed therapist for physical therapy, occupational therapy, speech therapy, or respiratory therapy.

3. Services of a medical social service worker.

4. Services of a health aide who is employed by (or who contracts with) a home health agency. Services must be ordered and supervised by a registered nurse employed by the home health agency as professional coordinator. These services are covered only if you are also receiving the services listed in 1 or 2 above.

5. Medically necessary supplies provided by the home health agency.

In no event will benefits exceed 100 visits during a plan year. One home health visit by a home health aide is defined as a period of covered service of up to four hours during any one day.

Home health care services are not covered if received while you are receiving benefits under the "Hospice Care" provision of this section.
Hospice Care. We will pay up to a maximum of $5,000 during your lifetime for:

1. Room and board charges in an inpatient hospice unit.
2. Services of a registered nurse, licensed practical nurse and licensed vocational nurse.
3. Services of a licensed therapist for physical therapy, occupational therapy, speech therapy and respiratory therapy.
4. Medical social services.
5. Services of a home health aide.
6. Dietary and nutritional guidance. Nutritional support such as intravenous feeding or hyperalimentation.
7. Drugs and medicines approved for general use by the Food and Drug Administration that are available only if prescribed by a physician.
9. Bereavement counseling for your family, limited to four visits in the 12-month period after your death. Benefits are limited to $25 for each visit.
10. Palliative care (care which controls pain and relieves symptoms, but does not cure) which is appropriate for the illness.

You must be suffering from a terminal illness for which the prognosis of life expectancy is six months or less, as certified by your physician and submitted to us.

Your physician must consent to your care by the hospice and must be consulted in the development of your treatment plan. The hospice must submit a written treatment plan to us every 30 days.

Home Infusion Therapy. The following services and supplies when provided by a home infusion therapy provider in your home for the intravenous administration of your total daily nutritional intake or fluid requirements, medication related to illness or injury, chemotherapy, antibiotic therapy, aerosol therapy, tocolytic therapy, special therapy, intravenous hydration, or pain management:

1. Medication, ancillary medical supplies and supply delivery, (not to exceed a 14-day supply); but medication which is delivered but not administered is not covered;
2. Pharmacy compounding and dispensing services (including pharmacy support) for intravenous solutions and medications;

3. Hospital and home clinical visits related to the administration of infusion therapy, including skilled nursing services including those provided for: (a) patient or alternative caregiver training; and (b) visits to monitor the therapy;

4. Rental and purchase charges for durable medical equipment (as shown below); maintenance and repair charges for such equipment;

5. Laboratory services to monitor the patient's response to therapy regimen.

Our maximum payment will not exceed $600 for the services or supplies received during any one day when provided by a home infusion therapy provider.

Home infusion therapy provider services are subject to pre-service review to determine medical necessity. See UTILIZATION REVIEW PROGRAM for details.

Ambulatory Surgical Center. Services and supplies provided by an ambulatory surgical center in connection with outpatient surgery.

For the services of a non-participating provider facility only, our maximum payment is limited to $350 each time you have outpatient surgery at an ambulatory surgical center.

Professional Services

1. Services of a physician.

2. Services of an anesthetist (M.D. or C.R.N.A.).

Reconstructive Surgery. Reconstructive surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or creating a normal appearance.

Ambulance. The following ambulance services:

1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground service to transport you to and from a hospital.

2. Emergency services or transportation services that are provided to you by a licensed ambulance company as a result of a “911” emergency response system* request for assistance if you believe you have an emergency medical condition requiring such assistance.
3. Base charge, mileage and non-reusable supplies of a licensed air ambulance company to transport you from the area where you are first disabled to the nearest hospital where appropriate treatment is provided if, and only if, such services are medically necessary and ground ambulance service is inadequate.

4. Monitoring, electrocardiograms (EKGs; ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriately licensed person must render the services.

* If you have an emergency medical condition that requires an emergency response, please call the “911” emergency response system if you are in an area where the system is established and operating.

**Diagnostic Services.** Outpatient diagnostic radiology and laboratory services. Certain imaging procedures, including, but not limited to, Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT scans), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan) and nuclear cardiac imaging are subject to pre-service review to determine medical necessity. You may call the toll-free customer service telephone number on your identification card to find out if an imaging procedure requires pre-service review. See UTILIZATION REVIEW PROGRAM for details.

**Radiation Therapy**

**Chemotherapy**

**Hemodialysis Treatment**

**Prosthetic Devices**

1. Breast prostheses following a mastectomy.

2. Prosthetic devices to restore a method of speaking when required as a result of a covered medically necessary laryngectomy.

3. We will pay for other medically necessary prosthetic devices, including:
   a. Surgical implants;
   b. Artificial limbs or eyes;
   c. The first pair of contact lenses or eye glasses when required as a result of a covered medically necessary eye surgery, and
d. Therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications.

**Durable Medical Equipment.** Rental or purchase of dialysis equipment; dialysis supplies. Rental or purchase of other medical equipment and supplies which are:

1. Of no further use when medical needs end (but not disposable);
2. For the exclusive use of the patient;
3. Not primarily for comfort or hygiene;
4. Not for environmental control or for exercise; and
5. Manufactured specifically for medical use.

We will determine whether the item satisfies the conditions above. Covered rental or purchase charges will not exceed **$1,000 per year.**

**Diabetes.** Services and supplies provided for the treatment of diabetes, including:

1. The following equipment and supplies:
   a. Blood glucose monitors, including monitors designed to assist the visually impaired, and blood glucose testing strips.
   b. Insulin pumps.
   c. Pen delivery systems for insulin administration (non-disposable).
   d. Visual aids (but not eyeglasses) to help the visually impaired to properly dose insulin.
   e. Podiatric devices, such as therapeutic shoes and shoe inserts, to treat diabetes-related complications.

   Items a through d above are covered under your plan’s benefits for durable medical equipment (see “Durable Medical Equipment”). Item e above is covered under your plan’s benefits for prosthetic devices (see "Prosthetic Devices").

2. Diabetes education program which:
   a. Is designed to teach an **insured person** who is a patient and covered members of the patient’s family about the disease process and the daily management of diabetic therapy;
   b. Includes self-management training, education, and medical nutrition therapy to enable the **insured person** to properly use the
equipment, supplies, and medications necessary to manage the disease; and

c. Is supervised by a physician.

Diabetes education services are covered under plan benefits for office visits to physicians.

3. The following items are covered under your prescription drug benefits:


b. Insulin syringes, disposable pen delivery systems for insulin administration.

c. Testing strips, lancets, and alcohol swabs.

These items must be obtained either from a retail pharmacy or through the mail service program (see YOUR PRESCRIPTION DRUG BENEFITS).

**Pediatric Asthma Equipment and Supplies.** The following items and services when required for the medically necessary treatment of asthma in a dependent child:

1. Nebulizers, including face masks and tubing, inhaler spacers, and peak flow meters. These items are covered under the plan's medical benefits and are not subject to any limitations or maximums that apply to coverage for durable medical equipment (see "Durable Medical Equipment").

2. Education for pediatric asthma, including education to enable the child to properly use the items listed above. This education will be covered under the plan's benefits for office visits to a physician.

**Blood.** Blood transfusions, including blood processing and the cost of unreplaced blood and blood products. Charges for the collection, processing and storage of self-donated blood are covered, but only when specifically collected for a planned and covered surgical procedure.

**Dental Care**

1. **Admissions for Dental Care.** Listed inpatient hospital services for up to three days during a hospital stay, when such stay is required for dental treatment and has been ordered by a physician (M.D.) and a dentist (D.D.S. or D.M.D.). We will make the final determination as to whether the dental treatment could have been safely rendered in another setting due to the nature of the procedure or your medical
condition. *Hospital stays* for the purpose of administering general anesthesia are not considered necessary and are not covered except as specified in #2, below.

2. **General Anesthesia.** General anesthesia and associated facility charges when your clinical status or underlying medical condition requires that dental procedures be rendered in a *hospital* or *ambulatory surgical center*. This applies only if (a) the *insured person* is less than seven years old, (b) the *insured person* is developmentally disabled, or (c) the *insured person’s* health is compromised and general anesthesia is *medically necessary*. Charges for the dental procedure itself, including professional fees of a dentist, are not covered.

3. **Dental Injury.** Services of a *physician* (M.D.) or dentist (D.D.S. or D.M.D.) solely to treat an *accidental injury* to natural teeth. Coverage shall be limited to only such services that are *medically necessary* to repair the damage done by the *accidental injury* and/or restore function lost as a direct result of the *accidental injury*. Damage to natural teeth due to chewing or biting is not *accidental injury*.

**Pregnancy and Maternity Care**

1. All medical benefits when provided for pregnancy or maternity care, including diagnosis of genetic disorders in cases of high-risk pregnancy. Inpatient *hospital* benefits in connection with childbirth will be provided for at least 48 hours following a normal delivery or 96 hours following a cesarean section, unless the mother and her *physician* decide on an earlier discharge.

2. Medical *hospital* benefits for routine nursery care of a newborn *child*, if the *child’s* natural mother is an *insured employee*, enrolled *spouse*, or a *domestic partner*.

**Organ and Tissue Transplants.** Services provided in connection with a non-investigative organ or tissue transplant, if you are: (1) the organ or tissue recipient; or (2) the organ or tissue donor.

If you are the recipient, an organ or tissue donor who is not an *insured person* is also eligible for services as described. Benefits are reduced by any amounts paid or payable by that donor’s own coverage.

*Covered expense* does not include charges for services received without first obtaining pre-service review from us, or which are provided at a facility other than an approved transplant center. See UTILIZATION REVIEW PROGRAM.
Mental or Nervous Disorders. Covered services shown below for the treatment of mental or nervous disorders, provided such services offer a reasonable expectation of improvement, and are the lowest level of care consistent with safe medical practice.

1. Inpatient hospital services as stated in the "Hospital" provision of this section and services from a residential treatment center.

2. Visits to a day treatment center.

3. Physician visits during a covered inpatient stay or for outpatient psychotherapy or psychological testing for the treatment of mental or nervous disorders. Physician visits for rehabilitative care (such as physical therapy, occupational therapy, or speech therapy) for the treatment of mental or nervous disorders. All physician visits are limited to a combined total of 30 visits per plan year.

The combined maximum for inpatient hospital and residential treatment center services and visits to a day treatment center will be 30 days during a plan year. This 30 day limit will not apply to inpatient hospital services for detoxification during the acute phase of alcoholism or drug dependence.

If we apply covered expense toward the Plan Year Deductible, and do not provide payment, that visit is not included in the visit maximum (30 visits) for that plan year. However, if we pay any portion of your covered expense for a visit, we do include the visit in the visit maximum.

Subject to verification of diagnosis satisfactory to us and our approval prior to treatment, covered services for the treatment of certain severe mental disorders (schizophrenia, schizoaffective disorder, bipolar disorders, delusional depressions and pervasive developmental disorder) will not be subject to the Medical Benefit Maximums applicable to mental or nervous disorders as shown in the SUMMARY OF BENEFITS and under these "Mental or Nervous Disorders" provisions. Such services will be subject to all other terms, conditions, limitations and exclusions, including applicable Medical Benefit Maximums. (See UTILIZATION REVIEW PROGRAM.)

Substance Abuse. Covered services shown below for the treatment of substance abuse, provided such services offer a reasonable expectation of improvement, and are the lowest level of care consistent with safe medical practice.

1. Inpatient hospital services as stated in the "Hospital" provision of this section and services from a residential treatment center.

2. Visits to a day treatment center.
3. *Physician* visits during a covered inpatient stay or for outpatient treatment of substance abuse. *Physician* visits for rehabilitative care (such as physical therapy, occupational therapy, or speech therapy). All *physician* visits are limited to our maximum of a combined total of 30 visits per plan year.

The combined maximum for inpatient hospital and residential treatment center services and visits to a day treatment center will be 30 days during a plan year. This 30 day limit will not apply to inpatient hospital services for detoxification during the acute phase of alcoholism or drug dependence.

If we apply covered expense toward the Plan Year Deductible, and do not provide payment, that visit is not included in the visit maximum (30 visits) for that plan year. However, if we pay any portion of your covered expense for a visit, we do include the visit in the visit maximum.

Treatment for substance abuse does not include smoking cessation programs, nor treatment for nicotine dependency or tobacco use.

**Well Baby and Well Child Care.** The following services for a dependent *child* under 19 years of age:

1. A *physician’s* services for routine physical examinations. For participating providers, you must pay a $25 co-payment for each examination. For non-participating providers only, we will pay a maximum of $20 for each examination.

2. Immunizations given as standard medical practice for children. For non-participating providers only, we will pay a maximum of $12 for each immunization.

3. Radiology and laboratory services in connection with routine physical examinations.

**Screening For Blood Lead Levels.** Services and supplies provided in connection with screening for blood lead levels if your dependent *child* is at risk for lead poisoning, as determined by your *physician*, when the screening is prescribed by your *physician*.

**Preventive Care (Insured Persons Age 19 and Over).** In addition to any services specified elsewhere in the certificate, we will pay for the following services when provided for insured persons age 19 and over.

1. A *physician’s* services for routine physical examinations.

2. Immunizations given as standard medical practice and immunizations given for work-related travel. Work-related travel immunization claims must be accompanied by an approval letter from the head of the employee’s Medical Department.
3. Radiology and laboratory services and tests ordered by the examining physician in connection with a routine physical examination.

4. FDA-approved cancer screenings for colorectal cancer screenings and the office visit related to those services.

The Plan Year Deductible will not apply to these services.

Hepatitis B and Varicella Zoster immunizations, prostate cancer screenings, cervical cancer screenings including human papillomavirus (HPV) screening are not covered under this “Preventive Care” benefit but are covered under other benefits specifically stated under this section, subject to the terms and conditions of this plan that apply to those benefits.

**Prostate Cancer Screening.** Services and supplies provided in connection with routine tests to detect prostate cancer.

**Cervical Cancer Screening.** Services and supplies provided in connection with a routine test to detect cervical cancer, including pap smears, human papillomavirus (HPV) screening, and any cervical cancer screening test approved by the federal Food and Drug Administration upon referral by your physician.

**Breast Cancer.** Services and supplies provided in connection with the screening for, diagnosis of, and treatment for breast cancer, including:

1. Routine and diagnostic mammogram examinations.
2. Mastectomy and lymph node dissection; complications from a mastectomy including lymphedema.
3. Reconstructive surgery performed to restore and achieve symmetry following a medically necessary mastectomy.
4. Breast prostheses following a mastectomy (see “Prosthetic Devices”).

**Other Cancer Screening Tests.** Services and supplies provided in connection with all generally medically accepted cancer screening tests. This coverage is provided according to the terms and conditions of this plan that apply to all other medical conditions.

**Cancer Clinical Trials.** Coverage is provided for services and supplies for routine patient care costs, as defined below, in connection with phase I, phase II, phase III and phase IV cancer clinical trials if all of the following conditions are met:

1. The treatment provided in a clinical trial must either:
a. Involve a *drug* that is exempt under federal regulations from a new drug application, or

b. Be approved by (i) one of the National Institutes of Health, (ii) the federal Food and Drug Administration in the form of an investigational new drug application, (iii) the United States Department of Defense, or (iv) the United States Veteran’s Administration.

2. You must be diagnosed with cancer to be eligible for participation in these clinical trials.

3. Participation in such clinical trials must be recommended by your *physician* after determining participation has a meaningful potential to benefit the *insured person*.

4. For the purpose of this provision, a clinical trial must have a therapeutic intent. Clinical trials to just test toxicity are not included in this coverage.

Routine patient care costs means the costs associated with the provision of services, including drugs, items, devices and services which would otherwise be covered under the *plan*, including health care services which are:

1. Typically provided absent a clinical trial.

2. Required solely for the provision of the investigational drug, item, device or service.

3. Clinically appropriate monitoring of the investigational item or service.

4. Prevention of complications arising from the provision of the investigational drug, item, device, or service.

5. Reasonable and necessary care arising from the provision of the investigational drug, item, device, or service, including the diagnosis or treatment of the complications.

Routine patient care costs do not include the costs associated with any of the following:

1. *Drugs* or devices not approved by the federal Food and Drug Administration that are associated with the clinical trial.

2. Services other than health care services, such as travel, housing, companion expenses and other nonclinical expenses that you may require as a result of the treatment provided for the purposes of the clinical trial.
3. Any item or service provided solely to satisfy data collection and analysis needs not used in the clinical management of the patient.

4. Health care services that, except for the fact they are provided in a clinical trial, are otherwise specifically excluded from the plan.

5. Health care services customarily provided by the research sponsors free of charge to insured persons enrolled in the trial.

Note: You will be financially responsible for the costs associated with non-covered services.

Disagreements regarding the coverage or medical necessity of possible clinical trial services may be subject to INDEPENDENT MEDICAL REVIEW OF GRIEVANCES INVOLVING A DISPUTED HEALTH CARE SERVICE.

Physical Therapy, Physical Medicine and Occupational Therapy.
The following services provided by a physician under a treatment plan:

1. Physical therapy and physical medicine provided on an outpatient basis for the treatment of illness or injury including the therapeutic use of heat, cold, exercise, electricity, ultra violet radiation, manipulation of the spine, or massage for the purpose of improving circulation, strengthening muscles, or encouraging the return of motion. (This includes many types of care which are customarily provided by chiropractors, physical therapists and osteopaths.)

2. Occupational therapy provided on an outpatient basis when the ability to perform daily life tasks has been lost or reduced by illness or injury including programs which are designed to rehabilitate mentally, physically or emotionally handicapped persons. Occupational therapy programs are designed to maximize or improve a patient's upper extremity function, perceptual motor skills and ability to function in daily living activities.

Benefits are not payable for care provided to relieve general soreness or for conditions that may be expected to improve without treatment. For the purposes of this benefit, the term "visit" shall include any visit by a physician in that physician's office, or in any other outpatient setting, during which one or more of the services covered under this limited benefit are rendered, even if other services are provided during the same visit.

For the services of a non-participating provider only, our maximum payment is limited to $25 for each visit.

Up to 24 visits in a year for all covered services are payable. But, if it is determined that an additional period of physical therapy, physical medicine or occupational therapy is medically necessary, we will specify a specific number of additional visits.
Such additional visits are not payable if pre-service review is not obtained, and remain limited to $25 for each specified additional visit to a non-participating provider. (See UTILIZATION REVIEW PROGRAM.)

Injectable Drugs and Implants for Birth Control. Injectable drugs and implants for birth control administered in a physician’s office if medically necessary.

Hearing Aid Services. The following hearing aid services are covered when provided by or purchased as a result of a written recommendation from an otolaryngologist or a state-certified audiologist.

1. Audiological evaluations to measure the extent of hearing loss and determine the most appropriate make and model of hearing aid. These evaluations will be covered under plan benefits for office visits to physicians.

2. Hearing aids (monaural or binaural) including ear mold(s), the hearing aid instrument, batteries, cords and other ancillary equipment.

3. Visits for fitting, counseling, adjustments and repairs for a one year period after receiving the covered hearing aid.

These items and services are covered under your plan’s benefits for durable medical equipment (see “Durable Medical Equipment”).

No benefits will be provided for the following:

1. Charges for a hearing aid which exceeds specifications prescribed for the correction of hearing loss.

2. Surgically implanted hearing devices (i.e., cochlear implants, audient bone conduction devices). Medically necessary surgically implanted hearing devices may be covered under your plan’s benefits for prosthetic devices (see “Prosthetic Devices”).

HIV Testing. Human immunodeficiency virus (HIV) testing, regardless of whether the testing is related to a primary diagnosis. This coverage is provided according to the terms and conditions of this plan that apply to all other medical conditions.

Outpatient Speech Therapy. Outpatient speech therapy following injury or organic disease.

Acupuncture. The services of a physician for acupuncture treatment to treat a disease, illness or injury, including a patient history visit, physical examination, treatment planning and treatment evaluation, electroacupuncture, cupping and moxibustion. We will pay for up to 12
visits during a plan year, and for up to a maximum of $30 for all covered services rendered during each visit.

**Jaw Joint Disorders.** We will pay for splint therapy or surgical treatment for disorders or conditions of the joints linking the jawbones and the skull (the temporomandibular joints), including the complex of muscles, nerves and other tissues related to those joints.

**Special Food Products.** Special food products and formulas that are part of a diet prescribed by a physician for the treatment of phenylketonuria (PKU). Most formulas used in the treatment of PKU are obtained from a pharmacy and are covered under your plan’s prescription drug benefits (see YOUR PRESCRIPTION DRUG BENEFITS). Special food products that are not available from a pharmacy are covered as medical supplies under your plan’s medical benefits.

**Prescription Drug for Abortion.** Mifepristone is covered when provided under the Food and Drug Administration (FDA) approved treatment regimen.

---

**MEDICAL CARE THAT IS NOT COVERED**

No payment will be made under this plan for expenses incurred for or in connection with any of the items below. (The titles given to these exclusions and limitations are for ease of reference only; they are not meant to be an integral part of the exclusions and limitations and do not modify their meaning.)

**Not Medically Necessary.** Services or supplies that are not medically necessary, as defined.

**Experimental or Investigative.** Any experimental or investigative procedure or medication. But, if you are denied benefits because it is determined that the requested treatment is experimental or investigatory, you may request an independent medical review as described in REVIEW OF DENIALS OF EXPERIMENTAL OR INVESTIGATIVE TREATMENT.

**Outside the United States.** Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

**Crime or Nuclear Energy.** Conditions that result from: (1) your commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.
Uninsured. Services received before your effective date or after your coverage ends, except as specifically stated under EXTENSION OF BENEFITS.

Excess Amounts. Any amounts in excess of covered expense or the Lifetime Maximum.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if you do not claim those benefits.

Government Treatment. Any services actually given to you by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if you are not required to pay for them or they are given to you for free.

Services of Relatives. Professional services received from a person who lives in your home or who is related to you by blood or marriage, except as specifically stated in the "Home Infusion Therapy" provision of MEDICAL CARE THAT IS COVERED.

Voluntary Payment. Services for which you are not legally obligated to pay. Services for which you are not charged. Services for which no charge is made in the absence of insurance coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines:

1. It must be internationally known as being devoted mainly to medical research;
2. At least 10% of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.
Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Mental or Nervous Disorders. Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specifically stated in the "Mental or Nervous Disorders" or "Substance Abuse" provisions of MEDICAL CARE THAT IS COVERED.

Nicotine Use. Smoking cessation programs or treatment of nicotine or tobacco use. Smoking cessation drugs.

Orthodontia. Braces and other orthodontic appliances or services.

Dental Services or Supplies. Dental plates, bridges, crowns, caps or other dental prostheses, dental implants, dental services, extraction of teeth, or treatment to the teeth or gums, or treatment to or for any disorders for the jaw joint, except as specifically stated in the "Dental Care" or "Jaw Joint Disorders" provisions of MEDICAL CARE THAT IS COVERED. Cosmetic dental surgery or other dental services for beautification.

Hearing Aids or Tests. Hearing aids, except as specifically stated in the "Hearing Aid Services" provision of MEDICAL CARE THAT IS COVERED. Routine hearing tests, except as provided as part of routine physical examinations under “Well Baby and Well Child Care”, “Preventive Care” or “Hearing Aid Services” provisions of MEDICAL CARE THAT IS COVERED.

Optometric Services or Supplies. Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, except routine eye screenings provided as part of routine physical examinations under “Well Baby and Well Child Care” or “Preventive Care” benefits of MEDICAL CARE THAT IS COVERED. Eyeglasses or contact lenses, except as specifically stated in the "Prosthetic Devices" provision of MEDICAL CARE THAT IS COVERED.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice or home infusion therapy provider as specifically stated in the "Home Health Care", "Hospice Care", "Home Infusion Therapy", or "Physical Therapy, Physical Medicine And Occupational Therapy" provisions of MEDICAL CARE THAT IS COVERED.

Outpatient Speech Therapy. Outpatient speech therapy except as stated in the "Outpatient Speech Therapy" provision of MEDICAL CARE THAT IS COVERED.
Scalp hair prostheses. Scalp hair prostheses, including wigs or any form of hair replacement.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Weight Alteration Programs (Inpatient and Outpatient). Weight loss or weight gain programs including, but not limited to, dietary evaluations and counseling, exercise programs, behavioral modification programs, surgery, laboratory tests, food and food supplements, vitamins and other nutritional supplements associated with weight loss or weight gain. Dietary evaluations and counseling, and behavioral modification programs are covered for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity will be covered only when criteria are met as recommended by our Medical Policy.

Sex Transformation. Procedures or treatments to change characteristics of the body to those of the opposite sex.

Sterilization Reversal. Reversal of sterilization.

Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to, diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal, and gamete intrafallopian transfer.

Orthopedic Supplies. Orthopedic shoes (other than shoes joined to braces) or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specifically stated in the “Prosthetic Devices” provision of MEDICAL CARE THAT IS COVERED.

Air Conditioners. Air purifiers, air conditioners, or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Custodial care or rest cures, except as specifically provided under the “Hospice Care” or “Home Infusion Therapy” provisions of MEDICAL CARE THAT IS COVERED. Services provided by a rest home, a home for the aged, a nursing home or any similar facility.
Services provided by a skilled nursing facility, except as specifically stated in the "Skilled Nursing Facility" provision of MEDICAL CARE THAT IS COVERED.

**Chronic Pain.** Treatment of chronic pain, except as specifically provided under the "Hospice Care" or "Home Infusion Therapy" provisions of MEDICAL CARE THAT IS COVERED.

**Exercise Equipment.** Exercise equipment, or any charges for activities, instrumentalities, or facilities normally intended or used for developing or maintaining physical fitness, including, but not limited to, charges from a physical fitness instructor, health club or gym, even if ordered by a physician.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services or nutritional counseling; however, such services are provided under the "Home Infusion Therapy", "Pediatric Asthma Equipment and Supplies", or "Diabetes" provisions of MEDICAL CARE THAT IS COVERED. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

**Food or Dietary Supplements.** Food or dietary supplements, except as described under the provisions "Special Food Products" and "Home Infusion Therapy" under MEDICAL CARE THAT IS COVERED.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specifically stated in the "Well Baby and Well Child Care," "Preventive Care", "Cervical Cancer Screening", "Breast Cancer", "Prostate Cancer Screening", or “Screening For Blood Lead Levels” provisions of MEDICAL CARE THAT IS COVERED.

**Acupuncture.** Acupuncture treatment except as specifically stated in the "Acupuncture" provision of MEDICAL CARE THAT IS COVERED. Acupressure, or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.
Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement, or as specifically stated in the "Home Health Care", "Hospice Care", "Home Infusion Therapy" or "Physical Therapy, Physical Medicine and Occupational Therapy" provisions of MEDICAL CARE THAT IS COVERED.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specifically stated in the "Home Infusion Therapy", "Prescription Drugs and Medications" and "Prescription Drug for Abortion" provisions of MEDICAL CARE THAT IS COVERED. Non-prescription, over-the-counter patent or proprietary drugs or medicines. Cosmetics, health or beauty aids.

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specifically stated in "Injectable Drugs and Implants for Birth Control" provision in MEDICAL CARE THAT IS COVERED.

Private Duty Nursing. Inpatient or outpatient services of a private duty nurse.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

Clinical Trials. Services and supplies in connection with clinical trials, except as specifically stated in the "Cancer Clinical Trials" provision under the section MEDICAL CARE THAT IS COVERED.

REIMBURSEMENT FOR ACTS OF THIRD PARTIES
Under some circumstances, an insured person may need services under this plan for which a third party may be liable or legally responsible by reason of negligence, an intentional act or breach of any legal obligation. In that event, we will provide the benefits of this plan subject to the following:

1. We will automatically have a lien, to the extent of benefits provided, upon any recovery, whether by settlement, judgment or otherwise, that you receive from the third party, the third party's insurer, or the third party's guarantor. The lien will be in the amount of benefits we paid under this plan for the treatment of the illness, disease, injury or condition for which the third party is liable.

   - If we paid the provider other than on a capitated basis, our lien will not be more than amount we paid for those services.
• If we paid the provider on a capitated basis, our lien will not be
more than 80% of the usual and customary charges for those
services in the geographic area in which they were given.

• If you hired an attorney to gain your recovery from the third
party, our lien will not be for more than one-third of the money
due you under any final judgment, compromise, or settlement
agreement.

• If you did not hire an attorney, our lien will not be for more than
one-half of the money due you under any final judgment,
compromise or settlement agreement.

• If a final judgment includes a special finding by a judge, jury, or
arbitrator that you were partially at fault, our lien will be reduced
by the same comparative fault percentage by which your
recovery was reduced.

• Our lien is subject to a pro rata reduction equal to your
reasonable attorney’s fees and costs in line with the common
fund doctrine.

2. You must advise us in writing, within 60 days of filing a claim against
the third party and take necessary action, furnish such information
and assistance, and execute such papers as we may require to
facilitate enforcement of our rights. You must not take action which
may prejudice our rights or interests under your plan. Failure to give
us such notice or to cooperate with us, or actions that prejudice our
rights or interests will be a material breach of this plan and will result
in your being personally responsible for reimbursing us.

3. We will be entitled to collect on our lien even if the amount you or
anyone recovered for you (or your estate, parent or legal guardian)
from or for the account of such third party as compensation for the
injury, illness or condition is less than the actual loss you suffered.

YOUR PRESCRIPTION DRUG BENEFITS

PRESCRIPTION DRUG COVERED EXPENSE

*Prescription drug covered expense* is the maximum charge for each
covered service or supply that will be accepted by us for each different
type of *pharmacy*. It is not necessarily the amount a *pharmacy* bills for
the service.

You may avoid higher out-of-pocket expenses by choosing a
*participating pharmacy*, or by utilizing the mail service program whenever
possible. In addition, you may also reduce your costs by asking your physician, and your pharmacist, for the more cost-effective generic form of prescription drugs.

*Prescription drug covered expense* will always be the lesser of the billed charge or the amount shown below. Expense is incurred on the date you receive the drug for which the charge is made.

<table>
<thead>
<tr>
<th>Type of Provider</th>
<th>Maximum Prescription Drug Covered Expense is</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Pharmacies, Mail Service Program</td>
<td>Prescription Drug Negotiated Rate</td>
</tr>
<tr>
<td>Non-Participating Pharmacies</td>
<td>Drug Limited Fee Schedule Amount</td>
</tr>
</tbody>
</table>

When you choose a *participating pharmacy*, we will subtract any expense which is not covered under your prescription drug benefits. The remainder is the amount of *prescription drug covered expense* for that claim. You will not be responsible for any amount in excess of the *prescription drug negotiated rate* for the covered services of a participating pharmacy.

When we receive a claim for *drugs* supplied by a *non-participating pharmacy*, we first subtract any expense which is not covered under your prescription drug benefits, and then any expense exceeding the *drug limited fee schedule*. The remainder is the amount of *prescription drug covered expense* for that claim.

You will always be responsible for expense incurred which is not covered under this plan.

**PLAN YEAR DEDUCTIBLE**

*Prescription Drug Plan Year Deductible.* After we determine *prescription drug covered expense*, we will subtract your *prescription drug deductible* from the total amount we consider *prescription drug covered expense*. Each year, you will be responsible for satisfying the insured person’s *plan year deductible* before we begin to pay *prescription drug benefits*.

If, during a *plan year*, enrolled members of a family pay a deductible expense equal to the Family Deductible amount shown in the summary of benefits, then the Deductible for all *family members* is considered to have been met.
Prior Plan Year Deductibles. If you were covered under the prior plan any amount paid during the same plan year toward your plan year deductible under the prior plan, will be applied toward your plan year deductible under this plan.

Any payments applied to the plan year deductible under the prior plan will be applied toward this plan’s plan year deductible, only if such payments were for charges that would be prescription drug covered expense under this plan.

The Plan Year Deductible is set forth in the SUMMARY OF BENEFITS.

PRESCRIPTION DRUG CO-PAYMENTS

After we determine prescription drug covered expense, we will subtract your Prescription Drug Co-Payment for each prescription.

If your Prescription Drug Co-Payment includes a percentage of prescription drug covered expense, then we will apply that percentage to such expense. This will determine the dollar amount of your Prescription Drug Co-Payment.

The Prescription Drug Co-Payments are set forth in the SUMMARY OF BENEFITS.

HOW TO USE YOUR PRESCRIPTION DRUG BENEFITS

When You Go to a Participating Pharmacy. To identify you as an insured person covered for prescription drug benefits, you will be issued an identification card. You must present this card to participating pharmacies when you have a prescription filled. Provided you have properly identified yourself as an insured person, a participating pharmacy will only charge your Co-Payment. For information on how to locate a participating pharmacy in your area, call 1-800-700-2541 (or TTY/TTD 1-800-905-9821).
Please note that presentation of a prescription to a pharmacy or pharmacist does not constitute a claim for benefit coverage. If you present a prescription to a participating pharmacy, and the participating pharmacy indicates your prescription cannot be filled, or requires an additional Co-Payment, this is not considered an adverse claim decision. If you want the prescription filled, you will have to pay either the full cost, or the additional Co-Payment, for the prescription drug. If you believe you are entitled to some plan benefits in connection with the prescription drug, submit a claim for reimbursement to us at the address shown below:

Prescription Drug Program
P.O. Box 4165
Woodland Hills, CA 91365-4165

Participating pharmacies usually have claim forms, but, if the participating pharmacy does not have claim forms, claim forms and customer service are available by calling 1-800-700-2541 (or TTY/TTD 1-800-905-9821). Mail your claim, with the appropriate portion completed by the pharmacist, to us within 90 days of the date of purchase. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed.

When You Go to a Non-Participating Pharmacy. If you purchase a prescription drug from a non-participating pharmacy, you will have to pay the full cost of the drug and submit a claim to us, at the address below:

Prescription Drug Program
P.O. Box 4165
Woodland Hills, CA 91365-4165

Non-participating pharmacies do not have our prescription drug claim forms. You must take a claim form with you to a non-participating pharmacy. The pharmacist must complete the pharmacy’s portion of the form and sign it.

Claim forms and customer service are available by calling 1-800-700-2541 (or TTY/TTD 1-800-905-9821). Mail your claim with the appropriate portion completed by the pharmacist to us within 90 days of the date of purchase. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed.

When You Order Your Prescription Through the Mail. You can order your prescription through the mail service prescription drug program. Not all medications are available through the mail service pharmacy.
The prescription must state the drug name, dosage, directions for use, quantity, the physician's name and phone number, the patient's name and address, and be signed by a physician. You must submit it with the appropriate payment for the amount of the purchase, and a properly completed order form. You need only pay the cost of your Co-Payment.

Your first mail service prescription must also include a completed Patient Profile questionnaire. The Patient Profile questionnaire can be obtained by calling the toll-free number below. You need only enclose the prescription or refill notice, and the appropriate payment for any subsequent mail service prescriptions, or call the toll-free number. Copayments can be paid by check, money order or credit card.

Order forms can be obtained by contacting:

**Prescription Drug Program - Mail Service**  
PO Box 746000  
Cincinnati, OH 45274-6000  
1-866-274-6825

**PRESCRIPTION DRUG UTILIZATION REVIEW**

Your prescription drug benefits include utilization review of prescription drug usage for your health and safety. Certain drugs may require prior authorization. If there are patterns of over-utilization or misuse of drugs, our medical consultant will notify your personal physician and your pharmacist. We reserve the right to limit benefits to prevent over-utilization of drugs.

**PREFERRED DRUG PROGRAM**

We use a list of preferred drugs, which is sometimes called a formulary, to help your physician make prescribing decisions. The presence of a drug on the plan's preferred drug list does not guarantee that you will be prescribed that drug by your physician. The preferred drug list is updated periodically to ensure that it includes drugs that are cost-effective, therapeutic choices.

Some drugs may require prior authorization. Non-preferred drugs are not available through the mail service program. If you have a question regarding whether a particular drug is on our preferred drug list or requires prior authorization please call us at 1-800-700-2541 (or TTY/TTD 1-800-905-9821).

**Prior Authorization.** Certain drugs require written prior authorization of benefits in order for you to receive benefits. Prior authorization criteria will be based on medical policy, clinical guidelines, and the pharmacy and therapeutics established guidelines. You may need to try a drug
other than the one originally prescribed if we determine that it should be clinically effective for you. However, if we determine through prior authorization that the drug originally prescribed is *medically necessary*, you will be provided the drug originally requested at the applicable copayment. If approved, drugs requiring prior authorization for benefits will be provided to you after you make the required copayment.

In order for you to get a drug that requires prior authorization, your *physician* must make a written request to us for you to get it using an Outpatient Prescription Drug Prior Authorization of Benefits form. The form can be facsimiled or mailed to us. If your *physician* needs a copy of the form, he or she may call us at 1-800-700-2541 (or TTY/TTD 1-800-905-9821) to request one. The form is also available on-line at [www.anthem.com/ca](http://www.anthem.com/ca).

If the request is for urgently needed *drugs*, after we get the Outpatient Prescription Drug Prior Authorization of Benefits form:

- We will review it and decide if we will approve benefits within 72-hours. (Depending on your medical condition, as *medically necessary*, we may take less than 72-hours to decide if we will approve benefits.) We will tell you and your *physician* what we have decided in writing - by fax to your *physician* and by mail to you.

- If we need more information, we will tell your *physician*, within 24-hours after we get the form, what information is missing. If, for reasons beyond our control, we cannot tell your *physician* what information is missing within 24-hours, we will tell your *physician* that as soon as we know that we cannot.

- As soon as we can, but, not more than 24-hours after we have all the information we need to decide if we will approve benefits, we will tell you and your *physician* what we have decided in writing - by fax to the *physician* and by mail to you.

If the request is not for urgently needed *drugs*, after we get the Outpatient Prescription Drug Prior Authorization of Benefits form:

- We will review it and decide if we will approve benefits within 2-business days. We will tell you and your *physician* what we have decided in writing - by fax to your *physician*, and by mail, to you.

- If we need more information, we will tell your *physician* within 2-business days after we get the form what information is missing. If, for reasons beyond our control, we cannot tell your *physician* what information is missing within 2-business days, we will tell your *doctor* that as soon as we know that we cannot.
Within 2-business days after we have all the information we need to decide if we will approve benefits, we will tell you and your physician what we have decided in writing - by fax to your physician and by mail to you.

While we are reviewing the Outpatient Prescription Drug Prior Authorization form, a 72-hour emergency supply of medication may be dispensed to you if your physician or pharmacist determines that it is appropriate and medically necessary.

If you have any questions regarding whether a drug in on our preferred drug list, or requires prior authorization, please call us at 1-800-700-2541 (or TTY/TTD 1-800-905-9821).

If we deny a request for prior authorization of a drug that is not part of our preferred drug list, you or your prescribing physician may appeal our decision by calling us at 1-800-700-2541 (or TTY/TTD 1-800-905-9821). If you are dissatisfied with the resolution of your inquiry and want to file a grievance, you may write us at Anthem Blue Cross Life and Health Insurance Company, 21555 Oxnard Street, Woodland Hills, CA 91367, and follow the formal grievance process.

Revoking or modifying a prior authorization. A prior authorization of benefits for prescription drugs may be revoked or modified prior to your receiving the drugs for reasons including but not limited to the following:

- Your coverage under this plan ends;
- The policy with the group terminates;
- You reach a benefit maximum that applies to prescription drugs, if the plan includes such a maximum;
- Your prescription drug benefits under the plan change so that prescription drugs are no longer covered or are covered in a different way.

A revocation or modification of a prior authorization of benefits for prescription drugs applies only to unfilled portions or remaining refills of the prescription, if any, and not to drugs you have already received.

New drugs and changes in the prescription drugs covered by the plan. The outpatient prescription drugs included on the list of preferred drugs covered by the plan is decided by the WellPoint National Pharmacy and Therapeutics Committee which is comprised of independent nurses, physicians and pharmacists. The WellPoint National Pharmacy and Therapeutics Committee meets quarterly and decides on changes to make in the preferred drug list based on
recommendations from us and a review of relevant information, including current medical literature.

**PRESCRIPTION DRUG CONDITIONS OF SERVICE**

To be covered, the *drug* or medication must satisfy all of the following requirements:

1. It must be prescribed by a licensed prescriber and be dispensed within one year of being prescribed, subject to federal and state laws.

2. It must be approved for general use by the Food and Drug Administration (FDA).

3. It must be for the direct care and treatment of your illness, injury or condition. Dietary supplements, health aids or *drugs* for cosmetic purposes are not included. However, formulas prescribed by a *physician* for the treatment of phenylketonuria are covered.

4. It must be dispensed from a licensed retail *pharmacy*, through our mail service program.

5. It must not be used while you are an inpatient in any facility. Also, it must not be dispensed in or administered by an outpatient facility.

6. For a retail *pharmacy* the *prescription* must not exceed a 30-day supply.

*Prescription drugs* federally-classified as Schedule II which are FDA-approved for the treatment of attention deficit disorder and that require a triplicate prescription form must not exceed a 60-day supply. If the *physician* prescribes a 60-day supply for *drugs* classified as Schedule II for the treatment of attention deficit disorders, the *insured person* has to pay double the amount of copayment for retail *pharmacies*. If the *drugs* are obtained through the mail service program, the copayment will remain the same as for any other *prescription drug*.

7. Certain *drugs* have specific quantity supply limits based on our analysis of prescription dispensing trends and the Food and Drug Administration dosing recommendations.

8. For the mail service program, the *prescription* must not exceed a 60-day supply.

9. The *drug* will be covered under YOUR PRESCRIPTION DRUG BENEFITS only if it is not covered under another benefit of your plan.
10. Drugs for the treatment of impotence and/or sexual dysfunction are limited to six tablets/units for a 30-day period and are available at retail pharmacies only. Documented evidence of contributing medical condition must be submitted to us for review.

PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE COVERED

1. Outpatient drugs and medications which the law restricts to sale by prescription. Formulas prescribed by a physician for the treatment of phenylketonuria. These formulas are subject to the copayment for brand name drugs.

2. Insulin.

3. Syringes when dispensed for use with insulin and other self-injectable drugs or medications.

4. Prescription oral contraceptives; contraceptive diaphragms. Contraceptive diaphragms are limited to one per year and are subject to the copayment for brand name drugs.

5. Injectable drugs which are self-administered by the subcutaneous route (under the skin) by the patient or family member. Drugs with Food and Drug Administration (FDA) labeling for self-administration.

6. All compound prescription drugs which contain at least one covered prescription ingredient.

7. Diabetic supplies (i.e. test strips and lancets).

8. Inhaler spacers and peak flow meters for the treatment of pediatric asthma. These items are subject to the copayment for brand name drugs.

9. Drugs used primarily for the purpose of treating infertility.

10. Prescription drugs for treatment of impotence and/or sexual dysfunction are limited to organic (non-psychological) causes.
PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE NOT COVERED

In addition to the exclusions and limitations listed under YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS NOT COVERED, prescription drug benefits are not provided for or in connection with the following:

1. Immunizing agents, biological sera, blood, blood products or blood plasma. While not covered under this prescription drug benefit, these items are covered under the “Blood,” “Well Baby and Well Child Care” and “Preventive Care or Physical Exam,” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

2. Hypodermic syringes and/or needles except when dispensed for use with insulin and other self-injectable drugs or medications. While not covered under this prescription drug benefit, these items are covered under the “Home Health Care,” “Hospice Care,” “Infusion Therapy or Home Infusion Therapy,” and “Diabetes” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

3. Drugs and medications used to induce spontaneous and non-spontaneous abortions. While not covered under this prescription drug benefit, FDA approved medications that may only be dispensed by or under direct supervision of a physician, such as drugs and medications used to induce non-spontaneous abortions, are covered as specifically stated in the “Prescription Drug for Abortion” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to the benefit.

4. Drugs and medications dispensed or administered in an outpatient setting; including, but not limited to, outpatient hospital facilities and physicians' offices. While not covered under this prescription drug benefit, these services are covered as specified under the “Hospital,” “Home Health Care,” “Hospice Care,” and “Infusion Therapy or Home Infusion Therapy” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.
5. Professional charges in connection with administering, injecting or dispensing of drugs. While not covered under this prescription drug benefit, these services are covered as specified under the “Professional Services” and “Infusion Therapy or Home Infusion Therapy” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

6. Drugs and medications which may be obtained without a physician’s written prescription, except insulin or niacin for cholesterol lowering.

7. Drugs and medications dispensed by or while you are confined in a hospital, skilled nursing facility, rest home, sanitorium, convalescent hospital, or similar facility. While not covered under this prescription drug benefit, such drugs are covered as specified under the “Hospital”, “Skilled Nursing Facility”, and “Hospice Care”, provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits. While you are confined in a rest home, sanitorium, convalescent hospital or similar facility, drugs and medications supplied and administered by your physician are covered as specified under the “Professional Services” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to the benefit. Other drugs that may be prescribed by your physician while you are confined in a rest home, sanitorium, convalescent hospital or similar facility, may be purchased at a pharmacy by the insured person, or a friend, relative or care giver on your behalf, and are covered under this prescription drug benefit.

8. Durable medical equipment, devices, appliances and supplies, even if prescribed by a physician, except prescription contraceptive diaphragms as specified under PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE COVERED. While not covered under this prescription drug benefit, these items are covered as specified under the “Durable Medical Equipment”, “Hearing Aid Services”, and “Diabetes” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

9. Services or supplies for which you are not charged.

10. Oxygen. While not covered under this prescription drug benefit, oxygen is covered as specified under the “Hospital”, “Skilled Nursing Facility”, “Home Health Care” and “Hospice Care” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.
11. Cosmetics and health or beauty aids. However, health aids that are medically necessary and meet the requirements for durable medical equipment as specified under the “Durable Medical Equipment” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), are covered, subject to all terms of this plan that apply to that benefit.

12. Drugs labeled "Caution, Limited by Federal Law to Investigational Use" or Non-FDA approved investigational drugs. Any drugs or medications prescribed for experimental indications. If you are denied a drug because we determine that the drug is experimental or investigative, you may ask that the denial be reviewed by an external independent medical review organization. (See the section “Independent Medical Review of Denials of Experimental or Investigative Treatment” (see Table of Contents) for how to ask for a review of your drug denial.)

13. Any expense incurred for a drug or medication in excess of: (a) the drug limited fee schedule for drugs dispensed by non-participating pharmacies; or (b) the prescription drug negotiated rate, for drugs dispensed by participating pharmacies or through the mail service program.

14. Drugs which have not been approved for general use by the Food and Drug Administration. This does not apply to medically necessary drugs that you can only get with a prescription under state and federal law.

15. Over-the-counter smoking cessation drugs. This does not apply to medically necessary drugs that you can only get with a prescription under state and federal law.

16. Drugs used primarily for cosmetic purposes (e.g., Retin-A for wrinkles). However, this will not apply to the use of this type of drug for medically necessary treatment of a medical condition other than one that is cosmetic.

17. Drugs used primarily for the purpose of treating infertility, except as specifically stated in item 9 of PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE COVERED.

18. Anorexiants and drugs used for weight loss except when used to treat morbid obesity (e.g., diet pills and appetite suppressants).

19. Drugs obtained outside of the United States unless they are furnished in connection with urgent care or an emergency.

20. Allergy desensitization products or allergy serum. While not covered under this prescription drug benefit, such drugs are covered as specified under the “Hospital”, “Skilled Nursing Facility”, and
“Professional Services” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

21. Infusion drugs, except drugs that are self-administered subcutaneously. While not covered under this prescription drug benefit, infusion drugs are covered as specified under the “Professional Services” and “Infusion Therapy or Home Infusion Therapy” provisions of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to those benefits.

22. Herbal supplements, nutritional and dietary supplements. However, formulas prescribed by a physician for the treatment of phenylketonuria that are obtained from a pharmacy are covered as specified under PRESCRIPTION DRUG SERVICES AND SUPPLIES THAT ARE COVERED. Special food products that are not available from a pharmacy are covered as specified under the “Special Food Products” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED (see Table of Contents), subject to all terms of this plan that apply to the benefit.

23. Prescription drugs with a non-prescription (over-the-counter) chemical and dose equivalent except insulin. This does not apply if an over-the-counter equivalent was tried and was ineffective.

COORDINATION OF BENEFITS

If you are covered by more than one group medical plan, your benefits under This Plan will be coordinated with the benefits of those Other Plans, as shown below. These coordination provisions apply separately to each insured person, per plan year, and are largely determined by California law. Any coverage you have for medical or dental benefits will be coordinated as shown below.

DEFINITIONS

The meanings of key terms used in this section are shown below. Whenever any of the key terms shown below appear in these provisions, the first letter of each word will be capitalized. When you see these capitalized words, you should refer to this “Definitions” provision.

Allowable Expense is any necessary, reasonable and customary item of expense which is at least partially covered by at least one Other Plan covering the person for whom claim is made. When a Plan provides benefits in the form of services rather than cash payments, the
reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid.

**Other Plan** is any of the following:

1. Group, blanket or franchise insurance coverage;
2. Group service plan contract, group practice, group individual practice and other group prepayment coverages;
3. Group coverage under labor-management trusteed plans, union benefit organization plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans.
4. Medicare. This does not include Medicare when, by law, its benefits are secondary to those of any private insurance program or other non-governmental program.

The term "Other Plan" refers separately to each agreement, policy, contract, or other arrangement for services and benefits, and only to that portion of such agreement, policy, contract, or arrangement which reserves the right to take the services or benefits of other plans into consideration in determining benefits.

**Principal Plan** is the plan which will have its benefits determined first.

**This Plan** is that portion of this plan which provides benefits subject to this provision.

**EFFECT ON BENEFITS**

This provision will apply in determining a person's benefits under This Plan for any calendar year if the benefits under This Plan and any Other Plans, exceed the Allowable Expenses for that calendar year.

1. If This Plan is the Principal Plan, then its benefits will be determined first without taking into account the benefits or services of any Other Plan.
2. If This Plan is not the Principal Plan, then its benefits may be reduced so that the benefits and services of all the plans do not exceed Allowable Expense.
3. The benefits of This Plan will never be greater than the sum of the benefits that would have been paid if you were covered under This Plan only.
ORDER OF BENEFITS DETERMINATION

The following rules determine the order in which benefits are payable:

1. A plan which has no Coordination of Benefits provision pays before a plan which has a Coordination of Benefits provision. This would include Medicare in all cases, except when the law requires that this Plan pays before Medicare.

2. A plan which covers you as an insured employee pays before a plan which covers you as a dependent. But, if you are retired and eligible for Medicare, Medicare pays (a) after the plan which covers you as a dependent of an active employee, but (b) before the plan which covers you as a retired employee.

   For example: You are covered as a retired employee under this plan and eligible for Medicare (Medicare would normally pay first). You are also covered as a dependent of an active employee under another plan (in which case Medicare would pay second). In this situation, the plan which covers you as a dependent will pay first and the plan which covers you as a retired employee would pay last.

3. For a dependent child covered under plans of two parents, the plan of the parent whose birthday falls earlier in the calendar year pays before the plan of the parent whose birthday falls later in the calendar year. But if one plan does not have a birthday rule provision, the provisions of that plan determine the order of benefits.

   Exception to rule 3: For a dependent child of parents who are divorced or separated, the following rules will be used in place of Rule 3:

   a. If the parent with custody of that child for whom a claim has been made has not remarried, then the plan of the parent with custody that covers that child as a dependent pays first.

   b. If the parent with custody of that child for whom a claim has been made has remarried, then the order in which benefits are paid will be as follows:

      i. The plan which covers that child as a dependent of the parent with custody.

      ii. The plan which covers that child as a dependent of the stepparent (married to the parent with custody).

      iii. The plan which covers that child as a dependent of the parent without custody.
iv. The plan which covers that child as a dependent of the stepparent (married to the parent without custody).

c. Regardless of a and b above, if there is a court decree which establishes a parent's financial responsibility for that child's health care coverage, a plan which covers that child as a dependent of that parent pays first.

4. The plan covering you as a laid-off or retired employee or as a dependent of a laid-off or retired employee pays after a plan covering you as other than a laid-off or retired employee or the dependent of such a person. But if either plan does not have a provision regarding laid-off or retired employees, provision 6 applies.

5. The plan covering you under a continuation of coverage provision in accordance with state or federal law pays after a plan covering you as an employee, a dependent or otherwise, but not under a continuation of coverage provision in accordance with state or federal law. If the order of benefit determination provisions of the Other Plan do not agree under these circumstances with the Order of Benefit Determination provisions of This Plan, this rule will not apply.

6. When the above rules do not establish the order of payment, the plan on which you have been enrolled the longest pays first unless two of the plans have the same effective date. In this case, Allowable Expense is split equally between the two plans.

OUR RIGHTS UNDER THIS PROVISION

Responsibility For Timely Notice. We are not responsible for coordination of benefits unless timely information has been provided by the requesting party regarding the application of this provision.

Reasonable Cash Value. If any Other Plan provides benefits in the form of services rather than cash payment, the reasonable cash value of services provided will be considered Allowable Expense. The reasonable cash value of such service will be considered a benefit paid, and our liability reduced accordingly.

Facility of Payment. If payments which should have been made under This Plan have been made under any Other Plan, we have the right to pay that Other Plan any amount we determine to be warranted to satisfy the intent of this provision. Any such amount will be considered a benefit paid under This Plan, and such payment will fully satisfy our liability under this provision.
Right of Recovery. If payments made under This Plan exceed the maximum payment necessary to satisfy the intent of this provision, we have the right to recover that excess amount from any persons or organizations to or for whom those payments were made, or from any insurance company or service plan.

BENEFITS FOR MEDICARE ELIGIBLE INSURED PERSONS

If you are entitled to Medicare, you will receive the full benefits of this plan, except as listed below:

1. You are receiving treatment for end-stage renal disease following the first 30 months you are entitled to end-stage renal disease benefits under Medicare; or

2. You are entitled to Medicare benefits as a disabled person, unless you have a current employment status as determined by Medicare rules through a group of 100 or more employees (according to federal OBRA legislation).

In cases where exceptions 1 or 2 apply, our payment will be determined according to the provisions in the section entitled COORDINATION OF BENEFITS and the provision “Coordinating Benefits With Medicare”, below.

Coordinating Benefits With Medicare. We will not provide benefits under this plan that duplicate any benefits to which you would be entitled under Medicare. This exclusion applies to all parts of Medicare in which you can enroll without paying additional premium. If you are required to pay additional premium for any part of Medicare, this exclusion will apply to that part of Medicare only if you are enrolled in that part.

If you are entitled to Medicare, your Medicare coverage will not affect the services covered under this plan except as follows:

1. Medicare must provide benefits first to any services covered both by Medicare and under this plan.

2. For services you receive that are covered both by Medicare and under this plan, coverage under this plan will apply only to Medicare deductibles, coinsurance, and other charges for covered services over and above what Medicare pays.

3. For any given claim, the combination of benefits provided by Medicare and the benefits provided under this plan will not exceed covered expense for the covered services.

We will apply any charges paid by Medicare for services covered under this plan toward your plan deductible, if any.
UTILIZATION REVIEW PROGRAM

Benefits are provided only for medically necessary and appropriate services. Utilization Review is designed to work together with you and your provider to ensure you receive appropriate medical care and avoid unexpected out of pocket expense.

No benefits are payable, however, unless your coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms and requirements of this plan.

Important: The Utilization Review Program requirements described in this section do not apply when coverage under this plan is secondary to another plan providing benefits for you or your family members.

The utilization review program evaluates the medical necessity and appropriateness of care and the setting in which care is provided. You and your physician are advised if we have determined that services can be safely provided in an outpatient setting, or if an inpatient stay is recommended. Services that are medically necessary and appropriate are certified by us and monitored so that you know when it is no longer medically necessary and appropriate to continue those services.

It is your responsibility to see that your physician starts the utilization review process before scheduling you for any service subject to the utilization review program. If you receive any such service, and do not follow the procedures set forth in this section, your benefits will be reduced as shown in the "Effect on Benefits".

UTILIZATION REVIEW REQUIREMENTS

Utilization reviews are conducted for the following services:

- All inpatient hospital stays.
- Organ and tissue transplants.
- Visits for physical therapy, physical medicine and occupational therapy beyond those described under the "Physical Therapy, Physical Medicine and Occupational Therapy" provision of your medical benefits: Medical care that is covered.
- Home infusion therapy.
- Admissions to a skilled nursing facility.
• Treatment of certain severe mental disorders (schizophrenia, schizoaffective disorder, bipolar disorders, delusional depression or pervasive developmental disorder).

• Select imaging procedures, including but not limited to: Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT scan), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan) and Nuclear Cardiac Imaging. You may call the toll-free customer service telephone number on your identification card to find out if an imaging procedure requires pre-service review.

Exceptions: Utilization review is not required for inpatient hospital stays for the following services:

• Maternity care of 48 hours or less following a normal delivery or 96 hours or less following a cesarean section; and

• Mastectomy and lymph node dissection.

The stages of utilization review are:

1. Pre-service review determines in advance the medical necessity and appropriateness of certain procedures or admissions and the appropriate length of stay, if applicable. Pre-service review is required for the following services:

   • Scheduled, non-emergency inpatient hospital stays (except inpatient stays for maternity care or mastectomy and lymph node dissection).

   • Organ and tissue transplants.

   • Visits for physical therapy, physical medicine and occupational therapy beyond those described under the "Physical Therapy, Physical Medicine and Occupational Therapy" provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

   • Home infusion therapy.

   • Admissions to a skilled nursing facility.

   • Treatment of certain severe mental disorders (schizophrenia, schizoaffective disorder, bipolar disorders, delusional depression or pervasive developmental disorder).

   • Select imaging procedures, including but not limited to: Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT scan), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan) and Nuclear Cardiac Imaging.
scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan) and Nuclear Cardiac Imaging.

2. **Concurrent review** determines whether services are *medically necessary* and appropriate when we are notified while service is ongoing, for example, an *emergency* admission to the *hospital*.

3. **Retrospective review** is performed to review services that have already been provided. This applies in cases when pre-service or concurrent review was not completed, or in order to evaluate and audit medical documentation subsequent to services being provided. Retrospective review may also be performed for services that continued longer than originally certified.

**EFFECT ON BENEFITS**

In order for the full benefits of this *plan* to be payable, the following criteria must be met:

1. The appropriate utilization reviews must be performed in accordance with this *plan*. When pre-service review is not performed as required for an inpatient *hospital* admission, the benefits to which you would have been otherwise entitled will be subject to the Non-Certification Deductible shown in the SUMMARY OF BENEFITS.

2. When pre-service review is performed and the admission, procedure or service is determined to be *medically necessary* and appropriate, benefits will be provided for the following:

   - Scheduled, non-emergency inpatient *hospital stays*.

   - Authorizations for organ and tissue transplants will be provided only if the *physicians* on the surgical team and the facility in which the transplant is to take place are approved for the transplant requested.

   - A specified number of additional visits for physical therapy, physical medicine and occupational therapy if you need more visits than is provided under the “Physical Therapy, Physical Medicine or Occupational Therapy” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

   - Services of a home infusion therapy provider if the attending *physician* has submitted both a prescription and a plan of treatment before services are rendered.
• Services provided in a skilled nursing facility if you require daily skilled nursing or rehabilitation, as certified by your attending physician.

• Treatment of certain severe mental disorders (schizophrenia, schizoaffective disorder, bipolar disorders, delusional depression or pervasive developmental disorder).

• Select imaging procedures, including, but not limited to: Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (CAT scans), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan) and nuclear cardiac imaging.

If you proceed with any services that have been determined to be not medically necessary and appropriate at any stage of the utilization review process, benefits will not be provided for those services.

3. Services that are not reviewed prior to or during service delivery will be reviewed retrospectively when the bill is submitted for benefit payment. If that review results in the determination that part or all of the services were not medically necessary and appropriate, benefits will not be paid for those services.

HOW TO OBTAIN UTILIZATION REVIEWS

Remember, it is always your responsibility to confirm that the review has been performed. If the review is not performed your benefits will be reduced as shown in the “Effect on Benefits”.

Pre-service Reviews. Penalties will result for failure to obtain pre-service review, before receiving scheduled services, as follows:

1. For all scheduled services that are subject to utilization review, you or your physician must initiate the pre-service review at least five working days prior to when you are scheduled to receive services. The toll-free telephone number for pre-service reviews is printed on your identification card.

2. If you do not receive the certified service within 60 days of the certification, or if the nature of the service changes, a new pre-service review must be obtained.
3. We will certify services that are *medically necessary* and appropriate. For inpatient hospital stays, we will, if appropriate, certify a specific length of stay for approved services. You, your *physician* and the provider of the service will receive a written confirmation showing this information.

**Concurrent Reviews**

1. If pre-service review was not performed, you or the provider of the service must contact us for concurrent review. For an emergency admission or procedure, we must be notified within one working day of the admission or procedure. The toll-free number is printed on your identification card.

2. When we determine that the service is *medically necessary* and appropriate, we will, depending upon the type of treatment or procedure, certify the service for a period of time that is medically appropriate. We will also determine the medically appropriate setting.

3. If we determine that the service is not *medically necessary* and appropriate, your *physician* will be notified by telephone no later than 24 hours following our decision. We will send written notice to you and your *physician* within two business days following our decision. However, care will not be discontinued until your *physician* has been notified and a plan of care that is appropriate for your needs has been agreed upon.

**Retrospective Reviews**

1. Retrospective review is performed when we are not notified of the service you received, and are therefore unable to perform the appropriate review prior to your discharge from the hospital or completion of outpatient treatment. It is also performed when pre-service or concurrent review has been done, but services continue longer than originally certified.

   It may also be performed for the evaluation and audit of medical documentation after services have been provided, whether or not pre-service or concurrent review was performed.

2. Such services which have been retroactively determined to not be *medically necessary* and appropriate will be retrospectively denied certification.

**THE MEDICAL NECESSITY REVIEW PROCESS**

We work with you and your health care providers to cover *medically necessary* and appropriate care and services. While the types of
services requiring review and the timing of the reviews may vary, we are committed to ensuring that reviews are performed in a timely and professional manner. The following information explains our review process.

1. A decision on the medical necessity of a pre-service request will be made no later than 5 business days from receipt of the information reasonably necessary to make the decision, and based on the nature of your medical condition.

2. A decision on the medical necessity of a concurrent request will be made no later than one business day from receipt of the information reasonably necessary to make the decision, and based on the nature of your medical condition. However, care will not be discontinued until your physician has been notified and a plan of care that is appropriate for your needs has been agreed upon.

3. A decision on the medical necessity of a retrospective review will be made and communicated in writing no later than 30 days from receipt of the information necessary to make the decision to you and your physician.

4. If we do not have the information we need, we will make every attempt to obtain that information from you or your physician. If we are unsuccessful, and a delay is anticipated, we will notify you and your physician of the delay and what we need to make a decision. We will also inform you of when a decision can be expected following receipt of the needed information.

5. All pre-service, concurrent and retrospective reviews for medical necessity are screened by clinically experienced, licensed personnel (called “Review Coordinators”) using pre-established criteria and our medical policy. These criteria and policies are developed and approved by practicing providers not employed by us, and are evaluated at least annually and updated as standards of practice or technology change. Requests satisfying these criteria are certified as medically necessary. Review Coordinators are able to approve most requests.

6. A written confirmation including the specific service determined to be medically necessary will be sent to you and your provider no later than 2 business days after the decision, and your provider will be initially notified by telephone within 24 hours of the decision for pre-service and concurrent reviews.
7. If the request fails to satisfy these criteria or medical policy, the request is referred to a Peer Clinical Reviewer. Peer Clinical Reviewers are health professionals clinically competent to evaluate the specific clinical aspects of the request and render an opinion specific to the medical condition, procedure and/or treatment under review. Peer Clinical Reviewers are licensed in California with the same license category as the requesting provider. When the Peer Clinical Reviewer is unable to certify the service, the requesting physician is contacted by telephone for a discussion of the case. In many cases, services can be certified after this discussion. If the Peer Clinical Reviewer is still unable to certify the service, your provider will be given the option of having the request reviewed by a different Peer Clinical Reviewer.

8. Only the Peer Clinical Reviewer may determine that the proposed services are not medically necessary and appropriate. Your physician will be notified by telephone within 24 hours of a decision not to certify and will be informed at that time of how to request reconsideration. Written notice will be sent to you and the requesting provider within two business days of the decision. This written notice will include:

- an explanation of the reason for the decision,
- reference of the criteria used in the decision to modify or not certify the request,
- the name and phone number of the Peer Clinical Reviewer making the decision to modify or not certify the request,
- how to request reconsideration if you or your provider disagree with the decision.

9. Reviewers may be plan employees or an independent third party we choose at our sole and absolute discretion.

10. You or your physician may request copies of specific criteria and/or medical policy by writing to the address shown on your plan identification card. We disclose our medical necessity review procedures to health care providers through provider manuals and newsletters.

A determination of medical necessity does not guarantee payment or coverage. The determination that services are medically necessary is based on the clinical information provided. Payment is based on the terms of your coverage at the time of service. These terms include certain exclusions, limitations, and other conditions. Payment of benefits could be limited for a number of reasons, including:
• The information submitted with the claim differs from that given by phone;

• The service is excluded from coverage; or

• You are not eligible for coverage when the service is actually provided.

**Revoking or modifying an authorization.** An authorization for services or care may be revoked or modified prior to the services being rendered for reasons including but not limited to the following:

• Your coverage under this plan ends;

• The policy with the group terminates;

• You reach a benefit maximum that applies to the services in question;

• Your benefits under the plan change so that the services in question are no longer covered or are covered in a different way.

**PERSONAL CASE MANAGEMENT**

The personal case management program enables us to authorize you to obtain medically appropriate care in a more economical, cost-effective and coordinated manner during prolonged periods of intensive medical care. Through a case manager, we have the right to recommend an alternative plan of treatment which may include services not covered under this plan. It is not your right to receive personal case management, nor do we have an obligation to provide it; we provide these services at our sole and absolute discretion.

**HOW PERSONAL CASE MANAGEMENT WORKS**

You may be identified for possible personal case management through the plan’s utilization review procedures, by the attending physician, hospital staff, or our claims reports. You or your family may also call us.

Benefits for personal case management will be considered only when all of the following criteria are met:

1. You require extensive long-term treatment;

2. We anticipate that such treatment utilizing services or supplies covered under this plan will result in considerable cost;
3. Our cost-benefit analysis determines that the benefits payable under this plan for the alternative plan of treatment can be provided at a lower overall cost than the benefits you would otherwise receive under this plan while maintaining the same standards of care; and

4. You (or your legal guardian) and your physician agree, in a letter of agreement, with our recommended substitution of benefits and with the specific terms and conditions under which alternative benefits are to be provided.

**Alternative Treatment Plan.** If we determine that your needs could be met more efficiently, an alternative treatment plan may be recommended. This may include providing benefits not otherwise covered under this plan. A case manager will review the medical records and discuss your treatment with the attending physician, you and your family.

We make treatment recommendations only; any decision regarding treatment belongs to you and your physician. The group will, in no way, compromise your freedom to make such decisions.

**EFFECT ON BENEFITS**

1. Any alternative benefits are accumulated toward the Lifetime Maximum.

2. Benefits are provided for an alternative treatment plan on a case-by-case basis only. We have absolute discretion in deciding whether or not to authorize services in lieu of benefits for any insured person, which alternatives may be offered and the terms of the offer.

3. Any authorization of services in lieu of benefits in a particular case in no way commits us to do so in another case or for another insured person.

4. The personal case management program does not prevent us from strictly applying the expressed benefits, exclusions and limitations of this plan at any other time or for any other insured person.

Note: We reserve the right to use the services of one or more third parties in the performance of the services outlined in the letter of agreement. No other assignment of any rights or delegation of any duties by either party is valid without the prior written consent of the other party.

**DISAGREEMENTS WITH MEDICAL MANAGEMENT DECISIONS**

1. If you or your physician disagree with a decision, or question how it was reached, you or your physician may request reconsideration.
Requests for reconsideration (either by telephone or in writing) must be directed to the reviewer making the determination. The address and the telephone number of the reviewer are included on your written notice of determination. Written requests must include medical information that supports the medical necessity of the services.

2. If you, your representative, or your physician acting on your behalf find the reconsidered decision still unsatisfactory, a request for an appeal of a reconsidered decision may be submitted in writing to us.

3. If the appeal decision is still unsatisfactory, your remedy may be binding arbitration. (See BINDING ARBITRATION.)

QUALITY ASSURANCE

Utilization review programs are monitored, evaluated, and improved on an ongoing basis to ensure consistency of application of screening criteria and medical policy, consistency and reliability of decisions by reviewers, and compliance with policy and procedure including but not limited to timeframes for decision making, notification and written confirmation. Our Board of Directors is responsible for medical necessity review processes through its oversight committees including the Strategic Planning Committee, Quality Management Committee, and Physician Relations Committee. Oversight includes approval of policies and procedures, review and approval of self-audit tools, procedures, and results. Monthly process audits measure the performance of reviewers and Peer Clinical Reviewers against approved written policies, procedures, and timeframes. Quarterly reports of audit results and, when needed, corrective action plans are reviewed and approved through the committee structure.
HOW COVERAGE BEGINS AND ENDS

HOW COVERAGE BEGINS

ELIGIBLE STATUS

1. **Insured Employees.** You are eligible to enroll in this House Staff plan if you are a full-time intern, resident, or fellow with direct patient care responsibilities and if you have been awarded a Doctor of Medicine (or equivalent degree) or Doctor of Dentistry (or equivalent degree), and your regular place of employment and usual residence is not in the State of California. House Staff enrolled in training programs are eligible to enroll in this plan for the duration of the training program, even if performing duties that are not directly related to patient care. Adjunct instructors (junior faculty) who function as House Staff but are paid by both House Staff and faculty funds are also eligible to enroll in this plan.

2. **Family Members.** The following are eligible to enroll as family members: (a) Either the employee’s spouse or domestic partner; and (b) An unmarried child.

Definition of Family Member

1. **Spouse** is the employee’s spouse under a legally valid marriage between persons of the opposite sex. Spouse does not include any person who is: (a) covered as an insured employee; or (b) in active service in the armed forces.

2. **Domestic partner** is the employee’s domestic partner under a legally registered and valid domestic partnership. Domestic partner does not include any person who is: (a) covered as an insured employee; or (b) in active service in the armed forces.

3. **Child** is the employee’s, spouse’s or domestic partner’s unmarried natural child, stepchild, legally adopted child, or a child for whom the employee, spouse or domestic partner has been appointed legal guardian by a court of law, subject to the following:

   a. The child depends on the employee, spouse or domestic partner for financial support or the employee, spouse or domestic partner is legally required to provide group health coverage for the child pursuant to an administrative or court order. A child is considered financially dependent if he or she qualifies as a dependent for federal income tax purposes.

   b. The unmarried child is under 19 years of age, or if age 19 or over, that child is eligible until his or her 23rd birthday, provided he or she is enrolled as a full-time student (for 12 or more units...
or credits) in a properly accredited secondary or post-secondary educational or vocational institution (a college, university, or trade or technical school) or continues to depend on the employee, spouse or domestic partner for federal income tax purposes. Any break in the school calendar will not disqualify a child from coverage under this provision. An unmarried child 19 years of age, but, less than 23 years of age who enters or returns to an eligible status will become eligible for coverage on the first day of the month following the date an enrollment application is filed on their behalf.

c. The unmarried child is 19 years of age, or more and: (i) was covered under the prior plan, or has six or more months of creditable coverage, (ii) is chiefly dependent on the employee, spouse or domestic partner for support and maintenance, and (iii) is incapable of self-sustaining employment due to a physical or mental condition. A physician must certify in writing that the child is incapable of self-sustaining employment due to a physical or mental condition. We must receive the certification, at no expense to us, within 60-days of the date the employee receives our request. We may request proof of continuing dependency and that a physical or mental condition still exists, but not more often than once each year after the initial certification. This exception will last until the child is no longer chiefly dependent on the employee, spouse or domestic partner for support and maintenance due to a continuing physical or mental condition. A child is considered chiefly dependent for support and maintenance if he or she qualifies as a dependent for federal income tax purposes.

d. A child who is in the process of being adopted is considered a legally adopted child if we receive legal evidence of both: (i) the intent to adopt; and (ii) that the employee, spouse or domestic partner have either: (a) the right to control the health care of the child; or (b) assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child’s adoption.

Legal evidence to control the health care of the child means a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or relinquishment form, signed by the child’s birth parent, or other appropriate authority, or in the absence of a written document, other evidence of the employee, the spouse’s or domestic partner’s right to control the health care of the child.
e. A child for whom the employee or spouse is a legal guardian is considered eligible on the date of the court decree (the "eligibility date"). We must receive legal evidence of the decree.

f. The term "child" does not include any person who is: (i) covered as an employee; or (ii) in active service in the armed forces.

g. If both parents are covered as employees, their children may be covered as the family members of either, but not of both.

ELIGIBILITY DATE

1. For employees, you become eligible for coverage on the first day of the month coinciding with or following the date you are hired. (This is your "waiting" period, if applicable.)

2. For family members, you become eligible for coverage on the later of: (a) the date the employee becomes eligible for coverage; or, (b) the date you meet the family member definition.

Exceptions to the Waiting Period

1. If you are hired on June 24th of any year, you are eligible to enroll on the date you are hired.

2. If, after you have completed the waiting period, you cease to be eligible due to termination of employment, and you return to an eligible status within six months after the date your employment terminated, you will become eligible on the first day of the month following the date you return.

3. If you were covered under the prior plan, the time you spent under the prior plan will be used to satisfy, or partially satisfy, your waiting period under this plan.

ENROLLMENT

To enroll as an employee, or to enroll family members, the employee must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to the group within 31 days from your eligibility date. We must receive this application from the group within 90 days. If any of these steps are not followed, your coverage may be denied.

EFFECTIVE DATE

Your effective date of coverage is subject to the timely payment of premium on your behalf. The date you become covered is determined as follows:
1. **Timely Enrollment.** If you enroll for coverage before, on, or within 31 days after your eligibility date, then your coverage will begin as follows: (a) for employees, on your eligibility date; and (b) for family members, on the later of (i) the date the employee’s coverage begins, or (ii) the first day of the month after the family member becomes eligible. If you become eligible before the policy takes effect, coverage begins on the effective date of the policy, provided the enrollment application is on time and in order.

2. **Late Enrollment.** If you fail to enroll within 31 days after your eligibility date, you must wait until the group’s next Open Enrollment Period to enroll.

3. **Disenrollment.** If you voluntarily choose to disenroll from coverage under this plan, you will be eligible to reapply for coverage as set forth in the “Enrollment” provision above, during the group’s next Open Enrollment period (see OPEN ENROLLMENT PERIOD).

For late enrollees and disenrollees: You may enroll earlier than the group’s next Open Enrollment Period if you meet any of the conditions listed under SPECIAL ENROLLMENT PERIODS.

**Important Note for Newborn and Newly-Adopted Children.** If the insured employee (or spouse or domestic partner, if the spouse or domestic partner is enrolled) is already covered: (1) any child born to the employee, spouse or domestic partner will be covered from the moment of birth; and (2) any child being adopted by the employee, spouse or domestic partner will be covered from the date on which either: (a) the adoptive child’s birth parent, or other appropriate legal authority, signs a written document granting the employee, spouse or domestic partner the right to control the health care of the child (in the absence of a written document, other evidence of the employee’s, spouse’s or domestic partner’s right to control the health care of the child may be used); or (b) the employee, spouse or domestic partner assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child’s adoption. The “written document” referred to above includes, but is not limited to, a health facility minor release report, a medical authorization form, or relinquishment form.

In both cases, coverage will be in effect for 31 days. For coverage to continue beyond this 31-day period, the employee must enroll the child within the 31-day period by submitting a membership change form to the group. We must then receive the form from the group within 90 days.
Special Enrollment Periods

You may enroll without waiting for the group’s next open enrollment period if you are otherwise eligible under any one of the circumstances set forth below:

1. You have met all of the following requirements:
   a. You were covered under another health plan as an individual or dependent, including coverage under a COBRA or CalCOBRA continuation, the Healthy Families Program, or no share-of-cost Medi-Cal coverage.
   b. You certified in writing at the time you became eligible for coverage under this plan that you were declining coverage under this plan or disenrolling because you were covered under another health plan as stated above and you were given written notice that if you choose to enroll later, you may be required to wait until the group’s next open enrollment period to do so.
   c. Your coverage under the other health plan wherein you were covered as an individual or dependent ended because you lost eligibility under the other plan or employer contributions toward coverage under the other plan terminated, your coverage under a COBRA or CalCOBRA continuation was exhausted, you lost coverage under the Healthy Families Program as a result of exceeding the program's income or age limits, or you lost no share-of-cost Medi-Cal coverage.
   d. You properly file an application with the group within 31 days from the date on which you lose coverage.

2. A court has ordered coverage be provided for a spouse, domestic partner or dependent child under your employee health plan and an application is filed within 31 days from the date the court order is issued.

3. We do not have a written statement from the group stating that prior to declining coverage or disenrolling, you received and signed acknowledgment of a written notice specifying that if you do not enroll for coverage within 31 days after your eligibility date, or if you disenroll, and later file an enrollment application, your coverage may not begin until the first day of the month following the end of the group’s next open enrollment period.

4. You have a change in family status through either marriage or domestic partnership, or the birth, adoption, or placement for adoption of a child. You may also enroll a new spouse or child at that time. YOU MUST ENROLL WITHIN 31 DAYS OF THE
MARRIAGE, BIRTH, OR ADOPTION. Coverage will become effective as follows:

a. If you are enrolling following marriage or domestic partnership, you and your new spouse or domestic partner must enroll within 31 days of the date of marriage or domestic partnership. Your new spouse or domestic partner's children may also enroll at that time. Other children may not enroll at that time unless they qualify under another of these circumstances listed above. Coverage will be effective on the first day of the month following the date you file the enrollment application.

b. If you are enrolling following the birth, adoption, or placement for adoption of a child, your spouse (if you are already married) or domestic partner, who is eligible but not enrolled, may also enroll at that time. Other children may not enroll at that time unless they qualify under another of these circumstances listed above. Application must be made within 31 days of the birth or date of adoption or placement for adoption; coverage will be effective as of the date of birth, adoption, or placement for adoption.

5. You meet or exceed a lifetime limit on all benefits under another health plan. Application must be made within 31 days of the date a claim or a portion of a claim is denied due to your meeting or exceeding the lifetime limit on all benefits under the other plan. Coverage will be effective on the first day of the month following the date you file the enrollment application.

OPEN ENROLLMENT PERIOD

The group has an open enrollment period once each year, from June 24th to July 1st. During that time, an individual who meets the eligibility requirements as an employee under this plan may enroll. An employee may also enroll any eligible family members at that time. Persons eligible to enroll as family members may enroll only under the employee's plan.

For anyone so enrolling, coverage under this plan will begin on the first day of the month following the end of the Open Enrollment Period. Coverage under the former plan ends when coverage under this plan begins.

HOW COVERAGE ENDS

Your coverage ends without notice from us as provided below:

1. If the policy terminates, your coverage ends at the same time. This policy may be canceled or changed without notice to you.
2. If the group no longer provides coverage for the class of insured persons to which you belong, your coverage ends on the effective date of that change. If the policy is amended to delete coverage for family members, a family member’s coverage ends on the effective date of that change.

3. Coverage for family members ends when employee’s coverage ends.

4. Coverage ends at the end of the period for which premium has been paid to us on your behalf when the required premium for the next period is not paid.

5. If you voluntarily cancel coverage at any time, coverage ends as follows:
   a. For an insured employee, coverage ends on the date of voluntary cancellation, as provided by written notice to us;
   b. For a family member whose coverage is cancelled while the insured employee’s coverage remains in effect, coverage ends on the premium due date coinciding with or following the date of voluntary cancellation, as provided by written notice to us.

6. If you no longer meet the requirements set forth in the "Eligible Status" provision of HOW COVERAGE BEGINS, coverage ends as follows:
   a. For an insured employee, coverage ends as of the date the insured employee ceases to meet such requirements;
   b. For a family member whose coverage is cancelled while the insured employee’s coverage remains in effect, coverage ends on the premium due date coinciding with or following the date the family member ceases to meet such requirements.

Exceptions to item 6:

a. Leave of Absence: If you are an insured employee and the group pays premium to us on your behalf, your coverage may continue: (i) for up to twelve months during a temporary leave of absence; (ii) for up to twelve months during a sabbatical year's leave of absence; or (iii) for the duration of an extended leave of absence due to illness certified annually by the group.

b. Handicapped Children. If a child reaches the age limits shown in the "Eligible Status" provision of this section, the child will continue to qualify as a family member if he or she is (i) covered under this plan, (ii) still chiefly dependent on the insured employee, spouse, or domestic partner for support and maintenance, and (iii) incapable of self-sustaining employment.
due to a physical or mental condition. A physician must certify in writing that the child has a physical or mental condition that makes the child incapable of obtaining self-sustaining employment. We will notify the insured employee that the child's coverage will end when the child reaches the plan's upper age limit at least 90-days prior to the date the child reaches that age. The insured employee must send proof of the child's physical or mental condition within 60-days of the date the insured employee receives our request. If we do not complete our determination of the child's continuing eligibility by the date the child reaches the plan's upper age limit, the child will remain covered pending our determination. When a period of two years has passed, we may request proof of continuing dependency due to a continuing physical or mental condition, but not more often than once each year. This exception will last until the child is no longer chiefly dependent on the insured employee, spouse or domestic partner for support and maintenance or a physical or mental condition no longer exists. A child is considered chiefly dependent for support and maintenance if he or she qualifies as a dependent for federal income tax purposes.

c. Full time students taking a medical leave of absence from school: If a child who is 19 years of age or more, enrolled as a full-time student (for 12 or more units or credits) in a properly accredited secondary or post-secondary educational or vocational institution (a college, university, or trade or technical school), and covered under this plan in accordance with the "Eligible Status" provision of this section, the child may remain covered under this plan for a period not to exceed 12 months or until the date the child's coverage would normally end in accordance with the terms and conditions of this plan, whichever comes first, during a medical leave of absence from school. This provision applies if the nature of the child's health condition does not meet the requirements of the "Handicapped Children" provision, above. The period of coverage during this medical leave of absence will begin on the first day of the leave or on the date a physician determines the child’s illness, injury, or condition prevented the child from attending school, whichever comes first. Any break in the school calendar will not disqualify the child from maintaining coverage under this provision. A physician must certify in writing that the leave of absence from school is medically necessary. This certification must be submitted to us at least 30 days prior to the date the leave begins if the medical reason for the leave and the leave itself are foreseeable. If the medical reason for the leave and the leave itself are not foreseeable, the certification must be submitted to us within 30 days after the date the leave begins.
Note: If a marriage or domestic partnership terminates, the employee must give or send to the group written notice of the termination. Coverage for a former spouse or domestic partners, and their dependent children, if any, ends according to the “Eligible Status” provisions. If Anthem Blue Cross Life and Health suffers a loss because of the employee failing to notify the group of the termination of their marriage or domestic partnership, Anthem Blue Cross Life and Health may seek recovery from the employee for any actual loss resulting thereby. Failure to provide written notice to the group will not delay or prevent termination of the marriage or domestic partnership. If the employee notifies the group in writing to cancel coverage for a former spouse or domestic partner and the children of the spouse or domestic partner, if any, immediately upon termination of the employee’s marriage or domestic partnership, such notice will be considered compliance with the requirements of this provision.

You may be entitled to continued benefits under terms which are specified elsewhere under CONTINUATION OF COVERAGE, CALCOBRA, CONTINUATION OF COVERAGE, EXTENSION OF BENEFITS and HIPAA COVERAGE AND CONVERSION.

CONTINUATION OF COVERAGE

Most employers who employ 20 or more people on a typical business day are subject to The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If the employer who provides coverage under the policy is subject to the federal law which governs this provision (Title X of P. L. 99-272), you may be entitled to a period of continuation of coverage. Check with your employer for details.

DEFINITIONS

The meanings of key terms used in this section are shown below. Whenever any of the key terms shown below appear in these provisions, the first letter of each word will be capitalized. When you see these capitalized words, you should refer to this Definitions provision.

Initial Enrollment Period is the period of time following the original Qualifying Event, as indicated in the “Terms of COBRA Continuation” provisions below.

Qualified Beneficiary means: (a) a person enrolled for this COBRA continuation coverage who, on the day before the Qualifying Event, was covered under this policy as either an insured employee or insured family member; and (b) a child who is born to or placed for adoption with the insured employee during the COBRA continuation period. Qualified Beneficiary does not include: (a) any person who was not enrolled during the Initial Enrollment Period, including any family members acquired...
during the COBRA continuation period, with the exception of newborns and adoptees as specified above; or (b) a domestic partner, or a child of a domestic partner, if they are eligible under HOW COVERAGE BEGINS AND ENDS.

Qualifying Event means any one of the following circumstances which would otherwise result in the termination of your coverage under the policy. The events will be referred to throughout this section by number.

1. For Insured Employees and Insured Family Members:
   a. The employee’s termination of employment, for any reason other than gross misconduct; or
   b. A reduction in the employee’s work hours.

2. For Retired Employees and their Insured Family Members.
   Cancellation or a substantial reduction of retiree benefits under the plan due to the group’s filing for Chapter 11 bankruptcy, provided:
   a. The policy expressly includes coverage for retirees; and
   b. Such cancellation or reduction of benefits occurs within one year before or after the group’s filing for bankruptcy.

3. For Insured Family Members:
   a. The death of the insured employee;
   b. The spouse’s divorce or legal separation from the employee;
   c. The end of a child’s status as a dependent child, as defined by the policy; or
   d. The employee’s entitlement to Medicare.

ELIGIBILITY FOR COBRA CONTINUATION

An insured employee or insured family member, other than a domestic partner, and a child of a domestic partner, may choose to continue coverage under the policy if his or her coverage would otherwise end due to a Qualifying Event.

TERMS OF COBRA CONTINUATION

Notice. The group or its administrator (we are not the administrator) will notify either the insured employee or insured family member of the right to continue coverage under COBRA, as provided below:

1. For Qualifying Events 1, or 2, the group or its administrator will notify the employee of the right to continue coverage.
2. For Qualifying Events 3(a) or 3(d) above, a family member will be notified of the COBRA continuation right.

3. You must inform the group within 60 days of Qualifying Events 3(b) or 3(c) above, if you wish to continue coverage. The group, in turn, will promptly give you official notice of the COBRA continuation right.

If you choose to continue coverage you must notify the group within 60 days of the date you receive notice of your COBRA continuation right. The COBRA continuation coverage may be chosen for all insured persons within a family, or only for selected insured persons.

If you fail to elect the COBRA continuation during the Initial Enrollment Period, you may not elect the COBRA continuation at a later date.

Notice of continued coverage, along with the initial premium, must be delivered to us by the group within 45 days after you elect COBRA continuation coverage.

Additional Insured Family Members. A spouse or child acquired during the COBRA continuation period is eligible to be enrolled as a family member. The standard enrollment provisions of the policy apply to enrollees during the COBRA continuation period.

Cost of Coverage. The group may require that you pay the entire cost of your COBRA continuation coverage. This cost, called the "premium", must be remitted to the group each month during the COBRA continuation period. We must receive payment of the premium each month from the group in order to maintain the coverage in force.

Besides applying to the insured employee, the employee’s premium rate will also apply to:

1. A spouse whose COBRA continuation began due to divorce, separation or death of the employee;

2. A child, if neither the employee nor the spouse has enrolled for this COBRA continuation coverage (if more than one child is so enrolled, the premium will be the two-party or three-party rate depending on the number of children enrolled); and

3. A child whose COBRA continuation began due to the person no longer meeting the dependent child definition.
Subsequent Qualifying Events. Once covered under the COBRA continuation, it’s possible for a second Qualifying Event to occur. If that happens, an insured person, who is a Qualified Beneficiary, may be entitled to an extended COBRA continuation period. This period will in no event continue beyond 36 months from the date of the first qualifying event.

For example, a child may have been originally eligible for this COBRA continuation due to termination of the insured employee’s employment, and was enrolled for this COBRA continuation as a Qualified Beneficiary. If, during the COBRA continuation period, the child reaches the upper age limit of the plan, the child is eligible for an extended continuation period which would end no later than 36 months from the date of the original Qualifying Event (the termination of employment).

When COBRA Continuation Coverage Begins. When COBRA continuation coverage is elected during the Initial Enrollment Period and the premium is paid, coverage is reinstated back to the date of the original Qualifying Event, so that no break in coverage occurs.

For family members properly enrolled during the COBRA continuation, coverage begins according to the enrollment provisions of the policy.

When the COBRA Continuation Ends. This COBRA continuation will end on the earliest of:

1. The end of 18 months from the Qualifying Event, if the Qualifying Event was termination of employment or reduction in work hours;*

2. The end of 36 months from the Qualifying Event, if the Qualifying Event was the death of the insured employee, divorce or legal separation, or the end of dependent child status;*

3. The end of 36 months from the date the insured employee became entitled to Medicare, if the Qualifying Event was the employee’s entitlement to Medicare. If entitlement to Medicare does not result in coverage terminating and Qualifying Event 1 occurs within 18 months after Medicare entitlement, coverage for Qualified Beneficiaries other than the insured employee will end 36 months from the date the insured employee became entitled to Medicare;

4. The date the policy terminates;

5. The end of the period for which premiums are last paid;

6. The date, following the election of COBRA, the insured person first becomes covered under any other group health plan, unless the other group health plan contains an exclusion or limitation relating to a pre-existing condition of the insured person, in which case this
COBRA continuation will end at the end of the period for which the pre-existing condition exclusion or limitation applied; or

7. The date, following the election of COBRA, the **insured person** first becomes entitled to Medicare. However, entitlement to Medicare will not preclude a person from continuing coverage which the person became eligible for due to Qualifying Event 2.

*For an **insured person** whose COBRA continuation coverage began under a prior plan, this term will be dated from the time of the Qualifying Event under that prior plan. Additional note: If your COBRA continuation under this plan began on or after January 1, 2003 and ends in accordance with item 1, you may further elect to continue coverage for medical benefits only under CalCOBRA for the balance of 36 months (COBRA and CalCOBRA combined). All COBRA eligibility must be exhausted before you are eligible to further continue coverage under CalCOBRA. Please see CALCOBRA CONTINUATION OF COVERAGE in this booklet for more information.*

Subject to the policy remaining in effect, a retired **employee** whose COBRA continuation coverage began due to Qualifying Event 2 may be covered for the remainder of his or her life; that person’s covered **family members** may continue coverage for 36 months after the employee’s death. However, coverage could terminate prior to such time for either **employee** or **family member** in accordance with items 4, 5 or 6 above.

If your COBRA continuation under this plan ends in accordance with items 1, 2 or 3, you may be eligible for medical conversion coverage. If your COBRA continuation under this plan ends in accordance with items 1, 2, 3, or 4 you may be eligible for HIPAA coverage. The **group** will provide notice of these options within 180 days prior to your COBRA termination date. Please see HIPAA COVERAGE AND CONVERSION in this booklet for more information.

**EXTENSION OF CONTINUATION DURING TOTAL DISABILITY**

If at the time of termination of employment or reduction in hours, or at any time during the first 60 days of the COBRA continuation, a Qualified Beneficiary is determined to be disabled for Social Security purposes, all covered **insured persons** may be entitled to up to 29 months of continuation coverage after the original Qualifying Event.

**Eligibility for Extension.** To continue coverage for up to 29 months from the date of the original Qualifying Event, the disabled **insured person** must:

1. Satisfy the legal requirements for being totally and permanently disabled under the Social Security Act; and
2. Be determined and certified to be so disabled by the Social Security Administration.

**Notice.** The *insured person* must furnish the group with proof of the Social Security Administration's determination of disability during the first 18 months of the COBRA continuation period and no later than 60 days after the later of the following events:

1. The date of the Social Security Administration's determination of the disability;
2. The date on which the original Qualifying Event occurs;
3. The date on which the Qualified Beneficiary loses coverage; or
4. The date on which the Qualified Beneficiary is informed of the obligation to provide the disability notice.

**Cost of Coverage.** For the 19th through 29th months that the total disability continues, the group must remit the cost for the extended continuation coverage to us. This cost (called the "premium") shall be subject to the following conditions:

1. If the disabled *insured person* continues coverage during this extension, this rate shall be **150%** of the applicable rate for the length of time the disabled *insured person* remains covered, depending upon the number of covered dependents. If the disabled *insured person* does not continue coverage during this extension, this charge shall remain at **102%** of the applicable rate.

2. The cost for extended continuation coverage must be remitted to us by the group each month during the period of extended continuation coverage. We must receive timely payment of the premium each month from the group in order to maintain the extended continuation coverage in force.

3. The group may require that you pay the entire cost of the extended continuation coverage.

If a second Qualifying Event occurs during this extended continuation, the total COBRA continuation may continue for up to 36 months from the date of the first Qualifying Event. The premium rate shall then be **150%** of the applicable rate for the 19th through 36th months if the disabled *insured person* remains covered. The charge will be **102%** of the applicable rate for any periods of time the disabled *insured person* is not covered following the 18th month.

**When The Extension Ends.** This extension will end at the earlier of:
1. The end of the month following a period of 30 days after the Social Security Administration's final determination that you are no longer totally disabled;

2. The end of 29 months from the Qualifying Event*;

3. The date the policy terminates;

4. The end of the period for which premiums are last paid;

5. The date, following the election of COBRA, the insured person first becomes covered under the other group health plan, unless the other group health plan contains an exclusion or limitation to a pre-existing condition of the insured person, in which case this COBRA extension will end at the end of the period for which the pre-existing condition exclusion or limitation applied; or

6. The date, following the election of COBRA, the insured person first becomes entitled to Medicare. However, entitlement to Medicare will not preclude a person from continuing coverage which the person became eligible for due to Qualifying Event 2.

You must inform the group within 30 days of a final determination by the Social Security Administration that you are no longer totally disabled.

*Note: If your COBRA continuation under this plan began on or after January 1, 2003 and ends in accordance with item 2, you may further elect to continue coverage for medical benefits only under CalCOBRA for the balance of 36 months (COBRA and CalCOBRA combined). All COBRA eligibility must be exhausted before you are eligible to further continue coverage under CalCOBRA. Please see CALCOBRA CONTINUATION OF COVERAGE in this booklet for more information.

CALCOBRA CONTINUATION OF COVERAGE

If your continuation coverage under federal COBRA began on or after January 1, 2003, you have the option to further continue coverage under CalCOBRA for medical benefits only if your federal COBRA ended following:

1. 18 months after the qualifying event, if the qualifying event was termination of employment or reduction in work hours; or

2. 29 months after the qualifying event, if you qualified for the extension of COBRA continuation during total disability.
All federal COBRA eligibility must be exhausted before you are eligible to further continue coverage under CalCOBRA. You are not eligible to further continue coverage under CalCOBRA if you (a) are entitled to Medicare; (b) have other coverage or become covered under another group plan, as long as you are not subject to a pre-existing condition limitation under that coverage; or (c) are eligible for or covered under federal COBRA. Coverage under CalCOBRA is available for medical benefits only.

TERMS OF CALCOBRA CONTINUATION

Notice. Within 180 days prior to the date federal COBRA ends, we will notify you of your right to further elect coverage under CalCOBRA. If you choose to elect CalCOBRA coverage, you must notify us in writing within 60 days of the date your coverage under federal COBRA ends or when you are notified of your right to continue coverage under CalCOBRA, whichever is later. If you don't give us written notification within this time period you will not be able to continue your coverage.

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in higher cost or you could be denied coverage entirely.

Additional Family Members. A dependent acquired during the CalCOBRA continuation period is eligible to be enrolled as a family member. The standard enrollment provisions of the policy apply to enrollees during the CalCOBRA continuation period.

Cost of Coverage. You will be required to pay the entire cost of your CalCOBRA continuation coverage (this is the "premium"). This cost will be:

1. 110% of the applicable group rate if your coverage under federal COBRA ended after 18 months; or

2. 150% of the applicable group rate if your coverage under federal COBRA ended after 29 months.

You must make payment to us within the timeframes specified below. We must receive payment of your premium each month to maintain your coverage in force.
Payment Dates. The first payment is due along with your enrollment form within 45 days after you elect continuation coverage. You must make this payment by first-class mail or other reliable means of delivery, in an amount sufficient to pay any required premium and premium due. Failure to submit the correct amount within this 45-day period will disqualify you from receiving continuation coverage under CalCOBRA. Succeeding premium payments are due on the first day of each following month.

If premium payments are not received when due, your coverage will be cancelled. We will cancel your coverage only upon sending you written notice of cancellation at least 15 days prior to cancelling your coverage. If you make payment in full within 15 days after we issue this notice of cancellation, your coverage will not be cancelled. If you do not make the required payment in full within this 15 day period, your coverage will be cancelled as of 12:00 midnight on the fifteenth day after the date on which the notice of cancellation is sent and will not be reinstated. Any payment we receive more than 15 days after we issue the notice of cancellation will be refunded to you within 20 business days.

Premium Rate Change. The premium rates may be changed by us as of any premium due date. We will provide you with written notice at least 30 days prior to the date any premium rate increase goes into effect.

Accuracy of Information. You are responsible for supplying up-to-date eligibility information. We shall rely upon the latest information received as correct without verification; but we maintain the right to verify any eligibility information you provide.

CalCOBRA Continuation Coverage Under the Prior Plan. If you were covered through CalCOBRA continuation under the prior plan, your coverage may continue under this plan for the balance of the continuation period. However your coverage shall terminate if you do not comply with the enrollment requirements and premium payment requirements of this plan within 30 days of receiving notice that your continuation coverage under the prior plan will end.

When CalCOBRA Continuation Coverage Begins. When you elect CalCOBRA continuation coverage and pay the premium, coverage is reinstated back to the date federal COBRA ended, so that no break in coverage occurs.

For family members properly enrolled during the CalCOBRA continuation, coverage begins according to the enrollment provisions of the policy.
When the CalCOBRA Continuation Ends. This CalCOBRA continuation will end on the earliest of:

1. The date that is 36 months after the date of your qualifying event under federal COBRA*;
2. The date the policy terminates;
3. The date the group no longer provides coverage to the class of employees to which you belong;
4. The end of the period for which premium is last paid (your coverage will be cancelled upon written notification, as explained under "Payment Dates", above);
5. The date you become covered under any other health plan, unless the other health plan contains an exclusion or limitation relating to a pre-existing condition that you have. In this case, this continuation will end at the end of the period for which the pre-existing condition exclusion or limitation applied;
6. The date you become entitled to Medicare; or
7. The date you become covered under a federal COBRA continuation.

CalCOBRA continuation will also end if you move out of our service area or if you commit fraud.

*If your CalCOBRA continuation coverage began under a prior plan, this term will be dated from the time of the qualifying event under that prior plan.

If your CalCOBRA continuation under this plan ends in accordance with items 1, 2, or 3, you may be eligible for HIPAA coverage or medical conversion coverage. You will receive notice of these options within 180 days prior to your CalCOBRA termination date. Please see HIPAA COVERAGE AND CONVERSION in this booklet for more information.

SENIOR COBRA CONTINUATION FOR QUALIFYING INSURED PERSONS

This section does not apply to any individual who is not eligible for this continuation prior to January 1, 2005. Subject to payment of premium as stated in the policy, coverage under this plan may be continued for the insured employee, the insured employee’s spouse, and the insured employee’s former spouse (if any) under Section 10116.5 of the Insurance Code and Section 2800.2 of the Labor Code, in accordance with the following provisions. This continuation may be elected following the CONTINUATION OF COVERAGE (the Consolidated Omnibus Budget
Reconciliation Act of 1985 (COBRA), or Title X of P.L. 99-272) and the CALCOBRA CONTINUATION OF COVERAGE shown above.

For the purposes of this section, “former spouse” means: (a) an individual who is divorced from the insured employee; or (b) an individual who was married to the insured employee at the time of the insured employee’s death.

Requirements. The insured employee and spouse may continue coverage under this plan if:

1. The employee, or the employee on behalf of himself or herself and the spouse, was entitled to, and had elected to continue coverage under, COBRA or CalCOBRA, as described in the preceding section;
2. The employee or spouse has not elected to continue coverage under any other available continuation;
3. The employee has worked for the employer for at least the prior five years; and
4. The employee is at least 60 years old on the date employment with the employer ended.

The former spouse may continue coverage under this plan in accordance with this section if he or she was covered as a qualified beneficiary under COBRA or CalCOBRA, as described in the preceding sections.

Notice and Election. The employer will notify the insured employee or spouse and the former spouse of the right to continue coverage within 180 days prior to the date continuation of coverage under COBRA or CalCOBRA is scheduled to end.

For the employee and spouse, this continuation may be chosen for both, for the employee only, or for the spouse only. The former spouse may elect this continuation for himself or herself only.

To elect this continuation, you must notify us in writing within 30 days prior to the date continuation coverage under COBRA or CalCOBRA is scheduled to end. If you fail to elect this continuation when first eligible, you may not elect this continuation at a later date. You must remit the initial premium to us within 45 days after you elect this continuation.

Cost of Coverage. You are required to pay the entire cost of this continuation coverage. You must remit this cost to us each month during the continuation period. We must receive payment of the premium each month in order to continue the coverage in force. The rate for continuation coverage under this section shall be 213% of the applicable group rate. For the purpose of determining premiums payable, the
spouse or former spouse continuing coverage alone will be considered to be an employee.

Payment Dates. The first payment is due along with your enrollment form within 45 days after you elect continuation coverage. We will bill you for any retroactive charges which may be due. Succeeding premiums are due on the first day of each following month (the Premium Due Date).

Grace Period. For every Premium Due Date, except the first, there is a 31-day grace period in which to pay premiums. If premiums are not received by the end of the grace period, your coverage will be canceled at the end of the period for which premiums are last paid.

Premium Rate Change. The premium rates may be changed by us as of any Premium Due Date. We will provide you with written notice at least 30 days prior to the date any premium rate increase goes into effect.

Accuracy of Information. You are responsible for supplying accurate, up-to-date eligibility information. We shall rely upon the latest information received as correct without verification; but we maintain the right to verify any eligibility information you provide. We can hold you responsible for any loss or expense we incur because of your failure to do so.

When Continuation Ends. This continuation will end on the earliest of:

1. The end of the period for which premiums are last paid;
2. The date the policy terminates;
3. The date, following the election of Senior COBRA, the insured employee, spouse, or former spouse first becomes covered under any group health plan not maintained by the employer;
4. The date, following the election of Senior COBRA, the employee, spouse, or former spouse first becomes entitled to Medicare;
5. The date the employee, spouse, or former spouse reaches age 65; or
6. For the spouse or former spouse, five years from the date the spouse’s or former spouse’s COBRA or CalCOBRA continuation coverage ended.
If your continuation under this plan ends in accordance with item 6, you are eligible for medical conversion coverage. If your continuation under this plan ends in accordance with items 2 or 6, you may be eligible for HIPAA coverage. Please see HIPAA COVERAGE AND CONVERSION in this booklet for more information.

**EXTENSION OF BENEFITS**

If you are a totally disabled employee or a totally disabled family member and under the treatment of a physician on the date of discontinuance of the policy, your benefits may be continued for treatment of the totally disabling condition. This extension of benefits is not available if you become covered under another group health plan that provides coverage without limitation for your disabling condition. Extension of benefits is subject to the following conditions:

1. If you are confined as an inpatient in a hospital or skilled nursing facility, you are considered totally disabled as long as the inpatient stay is medically necessary, and no written certification of the total disability is required. If you are discharged from the hospital or skilled nursing facility, you may continue your total disability benefits by submitting written certification by your physician of the total disability within 90 days of the date of your discharge. Thereafter, we must receive proof of your continuing total disability at least once every 90 days while benefits are extended.

2. If you are not confined as an inpatient but wish to apply for total disability benefits, you must do so by submitting written certification by your physician of the total disability. We must receive this certification within 90 days of the date coverage ends under this plan. At least once every 90 days while benefits are extended, we must receive proof that your total disability is continuing.

3. Your extension of benefits will end when any one of the following circumstances occurs:
   a. You are no longer totally disabled.
   b. The maximum benefits available to you under this plan are paid.
   c. You become covered under another group health plan that provides benefits without limitation for your disabling condition.
   d. At the end of the calendar year following the calendar year in which you become disabled.
HIPAA COVERAGE AND CONVERSION

If your coverage for medical benefits under this plan ends, you may be eligible to enroll for coverage with any carrier or health plan that offers individual medical coverage. HIPAA coverage and conversion coverage are available upon request if you meet the requirements stated below. Both HIPAA coverage and conversion are available for medical benefits only. Please note that the benefits and cost of these plans will differ from your employer’s plan.

HIPAA Coverage

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides an option for individual coverage when coverage under the employer’s group plan ends. To be eligible for HIPAA coverage, you must meet all of the following requirements:

1. You must have a minimum of 18 months of continuous health coverage, most recently under an employer-sponsored health plan, and have had coverage within the last 63 days.

2. Your most recent coverage was not terminated due to nonpayment of premiums or fraud.

3. If continuation of coverage under the employer plan was available under COBRA, CalCOBRA, or a similar state program including Senior COBRA, such coverage must have been elected and exhausted.

4. You must not be eligible for Medicare, Medicaid, or any group medical coverage and cannot have other medical coverage.

You must apply for HIPAA coverage within 63 days of the date your coverage under the employer’s plan ends. Any carrier or health plan that offers individual medical coverage must make HIPAA coverage available to qualified persons without regard to health status. If you decide to enroll in HIPAA coverage, you will no longer qualify for conversion coverage.

Conversion Coverage

To apply for a conversion plan, you must submit an application to us and make the first premium payment within 63 days of the date your coverage under the employer’s plan ends. Under certain circumstances you are not eligible for a conversion plan. They are:

1. You are not eligible if your coverage under this plan ends because the policy terminates and is replaced by another group plan within 15 days.
2. You are not eligible if your coverage under this plan ends because premium is not paid when due because you (or the insured employee who enrolled you as a dependent) did not contribute your part, if any.

3. You are not eligible for a conversion plan if you are eligible for health coverage under another group plan when your coverage ends.

4. You are not eligible for a conversion plan if you are eligible for Medicare coverage when your coverage under this plan ends, whether or not you have actually enrolled in Medicare.

5. You are not eligible for a conversion plan if you are covered under an individual health plan.

6. You are not eligible for a conversion plan if you were not covered for medical benefits under the plan for three consecutive months immediately prior to the termination of your coverage.

If you decide to enroll in a conversion plan, you will no longer qualify for HIPAA coverage.

**Important:** The intention of conversion coverage is not to replace the coverage you have under this plan, but to make available to you a specified amount of coverage for medical benefits until you can find a replacement. The conversion plan provides lesser benefits than this plan and the provisions and rates differ.

When coverage under your employer’s group plan ends, you will receive more information about how to apply for HIPAA coverage or conversion, including a postcard for requesting an application and a telephone number to call if you have any questions.

**GENERAL PROVISIONS**

**Providing of Care.** We are not responsible for providing any type of hospital, medical or similar care, nor are we responsible for the quality of any such care received.

**Independent Contractors.** Our relationship with providers is that of an independent contractor. Physicians, and other health care professionals, hospitals, skilled nursing facilities and other community agencies are not our agents nor are we, or any of our employees, an employee or agent of any hospital, medical group or medical care provider of any type.

**Non-Regulation of Providers.** The benefits of this plan do not regulate the amounts charged by providers of medical care, except to the extent that rates for covered services are regulated with participating providers.
Blue Cross and/or Blue Shield Providers. When you obtain covered health care services, the amount you pay, if it is not a flat dollar amount, is usually calculated on the lower of the:

- The billed charges for your covered services, or;
- The negotiated price that the on-site Blue Cross and/or Blue Shield Licensee (“Host Blue”) passes on to us.

Often, this “negotiated price,” referred to above, will consist of a simple discount which reflects the actual price paid by the Host Blue. But sometimes it is an estimated price that factors in expected settlements, withhold, any other contingent payment arrangements and non-claims transactions with your health care provider or with a specified group of providers. The negotiated price may also be billed charges reduced to reflect average expected savings with your health care provider or with a specified group of providers. If the negotiated price reflects average expected savings, it may result in greater variation (more or less) from the actual price paid than will the estimated price. The estimated or average price may be adjusted in the future to correct for over- or underestimation of past prices. Regardless of how the negotiated price is determined, the amount you pay is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating insured person liability for covered services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate insured person liability calculation methods that differ from the usual BlueCard Program method noted above in the second paragraph of this section or require a surcharge, we would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received your care.

Providers available to you through the BlueCard Program have not entered into contracts with Anthem Blue Cross Life and Health. If you have any questions or complaints about the BlueCard Program, please call us at the customer service telephone number listed on your ID card.

Terms of Coverage

1. In order for you to be entitled to benefits under the policy, both the policy and your coverage under the policy must be in effect on the date the expense giving rise to a claim for benefits is incurred.

2. The benefits to which you may be entitled will depend on the terms of coverage in effect on the date the expense giving rise to a claim for benefits is incurred. An expense is incurred on the date you receive the service or supply for which the charge is made.
3. The policy is subject to amendment, modification or termination according to the provisions of the policy without your consent or concurrence.

Protection of Coverage. We do not have the right to cancel your coverage under this plan while: (1) this plan is in effect; (2) you are eligible; and (3) your premiums are paid according to the terms of the policy.

Free Choice of Provider. This plan in no way interferes with your right as an insured person entitled to hospital benefits to select a hospital. You may choose any physician who holds a valid physician and surgeon's certificate and who is a member of, or acceptable to, the attending staff and board of directors of the hospital where services are received. You may also choose any other health care professional or facility which provides care covered under this plan, and is properly licensed according to appropriate state and local laws. But your choice may affect the benefits payable according to this plan.

Medical Necessity. The benefits of this plan are provided only for services which are medically necessary. The services must be ordered by the attending physician for the direct care and treatment of a covered condition. They must be standard medical practice where received for the condition being treated and must be legal in the United States.

Expense in Excess of Benefits. We are not liable for any expense you incur in excess of the benefits of this plan.

Benefits Not Transferable. Only insured persons are entitled to receive benefits under this plan. The right to benefits cannot be transferred.

Notice of Claim. You, or someone on your behalf, must give us written notice of a claim within 20 days after you incur covered expense under this plan, or as soon as reasonably possible thereafter.

Claim Forms. After we receive a written notice of claim, we will give you any forms you need to file proof of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of loss by sending us written proof of the occurrence giving rise to the claim. Such written proof must include the extent and character of the loss.

Proof of Loss. You or the provider of service must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed. Except in the absence of legal capacity, we are not liable for the benefits of the plan if you do not file claims within
the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.

Services received and charges for the services must be itemized, and clearly and accurately described. Claim forms must be used; canceled checks or receipts are not acceptable.

**Timely Payment of Claims.** Any benefits due under this plan shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

**Payment to Providers.** The benefits of this plan will be paid directly to participating providers and medical transportation providers. Also, we will pay other providers of service directly when you assign benefits in writing. If another party pays for your medical care and you assign benefits in writing, we will pay the benefits of this plan to that party. These payments will fulfill our obligation to you for those covered services.

**Exception:** Under certain circumstances we will pay the benefits of this plan directly to a provider or third party even without your assignment of benefits in writing. To receive direct payment, the provider or third party must provide us the following:

1. Proof of payment of medical services and the provider's itemized bill for such services;

2. If the insured employee does not reside with the patient, either a copy of the judicial order requiring the insured employee to provide coverage for the patient or a state approved form verifying the existence of such judicial order which would be filed with us on an annual basis;

3. If the insured employee does not reside with the patient, and if the provider is seeking direct reimbursement, an itemized bill with the signature of the custodian or guardian certifying that the services have been provided and supplying on an annual basis, either a copy of the judicial order requiring the insured employee to provide coverage for the patient or a state approved form verifying the existence of such judicial order;

4. The name and address of the person to be reimbursed, the name and policy number of the insured employee, the name of the patient, and other necessary information related to the coverage.
Right of Recovery. When the amount we paid exceeds our liability under this plan, we have the right to recover the excess amount. This amount may be recovered from you, the person to whom payment was made or any other plan.

Plan Administrator - COBRA. In no event will we be plan administrator for the purposes of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The term "plan administrator" refers either to the group or to a person or entity other than us, engaged by the group to perform or assist in performing administrative tasks in connection with the group's health plan. In providing notices and otherwise performing under the CONTINUATION OF COVERAGE section of this booklet, the group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as your agent.

Workers' Compensation Insurance. The policy does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

Entire Contract. This certificate, including any amendments and endorsements to it, is a summary of your benefits. It replaces any older certificates issued to you for the coverages described in the Summary of Benefits. All benefits are subject in every way to the entire policy which includes this certificate. The terms of the policy may be changed only by a written endorsement signed by one of our authorized officers. No agent or employee has any authority to change any of the terms, or waive the provisions of, the policy.

Liability For Statements. No statements made by you, unless they appear on a written form signed by you or are fraudulent, will be used to deny a claim under the policy. Statements made by you will not be deemed warranties. With regard to each statement, no statement will be used by us in defense to a claim unless it appears in a written form signed by you and then only if a copy has been furnished to you. After two years following the filing of such claim, if the coverage under which such claim is filed has been in force during that time, no such statement will be used to deny such a claim, unless the statement is fraudulent.

No claim for covered expense you incur will be reduced or denied, unless the disease, illness, injury or physical condition was specifically excluded from coverage by name or description.

Certificate of Creditable Coverage. Certificates of creditable coverage are issued automatically when your coverage under this plan ends. We will also provide a certificate of creditable coverage in response to your request, or to a request made on your behalf, at any time while you are covered under this plan and up to 24 months after your coverage under this plan ends. The certificate of creditable coverage documents your
coverage under this plan. To request a certificate of creditable coverage, please call the customer service telephone number listed on your ID card.

**Physical Examination.** At our expense, we have the right and opportunity to examine any insured person claiming benefits when and as often as reasonably necessary while a claim is pending.

**Legal Actions.** No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

**Conformity with Laws.** Any provision of the policy which, on its effective date, is in conflict with the laws of the governing jurisdiction, is hereby amended to conform to the minimum requirements of such laws.

**Continuity of Care after Termination of Provider:** Subject to the terms and conditions set forth below, we will provide benefits at the participating provider level for covered services (subject to applicable copayments, coinsurance, deductibles and other terms) received from a provider at the time the provider’s contract is terminated by a Blue Cross or Blue Shield plan (unless the provider’s contract is terminated for reasons of medical disciplinary cause or reason, fraud, or other criminal activity). This does not apply to a provider who voluntarily terminates his or her contract.

You must be under the care of the participating provider at the time the provider’s contract terminates. The terminated provider must agree in writing to provide services to you in accordance with the terms and conditions of his or her agreement with the Blue Cross or Blue Shield plan prior to termination. The provider must also agree in writing to accept the terms and reimbursement rates under his or her agreement with the Blue Cross or Blue Shield plan prior to termination. If the provider does not agree with these contractual terms and conditions, we are not required to continue the provider’s services beyond the contract termination date.

We will provide such benefits for the completion of covered services by a terminated provider only for the following conditions:

1. An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.
2. A serious chronic condition. A serious chronic condition is a medical condition caused by a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by us in consultation with you and the terminated provider and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the date the provider's contract terminates.

3. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Completion of covered services shall be provided for the duration of the pregnancy.

4. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of covered services shall be provided for the duration of the terminal illness.

5. The care of a newborn child between birth and age thirty-six (36) months. Completion of covered services shall not exceed twelve (12) months from the date the provider's contract terminates.

6. Performance of a surgery or other procedure that we have authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the date the provider's contract terminates.

Please contact customer service at the telephone number listed on your ID card to request continuity of care or to obtain a copy of the written policy. Eligibility is based on your clinical condition and is not determined by diagnostic classifications. Continuity of care does not provide coverage for services not otherwise covered under the plan.

We will notify you by telephone, and the provider by telephone and fax, as to whether or not your request for continuity of care is approved. If approved, you will be financially responsible only for applicable deductibles, coinsurance, and copayments under the plan. Financial arrangements with terminated providers are negotiated on a case-by-case basis. We will request that the terminated provider agree to accept reimbursement and contractual requirements that apply to participating providers, including payment terms. If the terminated provider does not agree to accept the same reimbursement and contractual requirements, we are not required to continue that provider’s services. If you disagree
with our determination regarding continuity of care, you may file a complaint with us as described in the COMPLAINT NOTICE.

INDEPENDENT MEDICAL REVIEW OF DENIALS OF EXPERIMENTAL OR INVESTIGATIVE TREATMENT

If coverage for a proposed treatment is denied because we determine that the treatment is experimental or investigative, you may ask that the denial be reviewed by an external independent medical review organization contracting with the California Department of Insurance ("CDI"). Your request for this review may be submitted to the CDI. You pay no application or processing fees of any kind for this review. You have the right to provide information in support of your request for review. A decision not to participate in this review process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service. We will send you an application form and an addressed envelope for you to use to request this review with any grievance disposition letter denying coverage for this reason. You may also request an application form by calling us at the telephone number listed on your identification card or write to us at Anthem Blue Cross Life and Health Insurance Company, 21555 Oxnard Street, Woodland Hills, CA 91367. To qualify for this review, all of the following conditions must be met:

• You have a life-threatening or seriously debilitating condition, described as follows:
  ♦ A life-threatening condition is a condition or disease where the likelihood of death is high unless the course of the disease is interrupted or a condition or disease with a potentially fatal outcome where the end point of clinical intervention is the patient’s survival.
  ♦ A seriously debilitating condition is a disease or condition that causes major, irreversible morbidity.

• Your physician must certify that either (a) standard treatment has not been effective in improving your condition, (b) standard treatment is not medically appropriate, or (c) there is no more beneficial standard treatment covered by this plan than the proposed treatment.

• The proposed treatment must either be:
  ♦ Recommended by a participating provider who certifies in writing that the treatment is likely to be more beneficial than standard treatments, or
Requested by you or by a licensed board certified or board eligible physician qualified to treat your condition. The treatment requested must be likely to be more beneficial for you than standard treatments based on two documents of scientific and medical evidence from the following sources:

a) Peer-reviewed scientific studies published in medical journals with nationally recognized standards;

b) Medical literature meeting the criteria of the National Institute of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus, Medline, and MEDLARS database Health Services Technology Assessment Research;

c) Medical journals recognized by the Secretary of Health and Human Services, under Section 1861(t)(2) of the Social Security Act;

d) The American Hospital Formulary Service-Drug Information, the American Medical Association Drug Evaluation, the American Dental Association Accepted Dental Therapeutics, and the United States Pharmacopoeia-Drug Information;

e) Findings, studies or research conducted by or under the auspices of federal governmental agencies and nationally recognized federal research institutes; and

f) Peer reviewed abstracts accepted for presentation at major medical association meetings.

In all cases, the certification must include a statement of the evidence relied upon.

You are not required to go through our grievance process for more than 30 days. If your grievance needs expedited review, you are not required to go through our grievance process for more than three days.

You must request this review within six months of the date you receive a denial notice from us in response to your grievance, or from the end of the 30 day or three day grievance period, whichever applies. This application deadline may be extended by the CDI for good cause.

Within three business days of receiving notice from the CDI of your request for review we will send the reviewing panel all relevant medical records and documents in our possession, as well as any additional information submitted by you or your physician. Any newly developed or discovered relevant medical records identified by us or by a participating provider after the initial documents are sent will be immediately forwarded to the reviewing panel. The external independent review
organization will complete its review and render its opinion within 30 days of its receipt of request for review (or within seven days if your physician determines that the proposed treatment would be significantly less effective if not provided promptly). This timeframe may be extended by up to three days for any delay in receiving necessary records.

INDEPENDENT MEDICAL REVIEW OF GRIEVANCES INVOLVING A DISPUTED HEALTH CARE SERVICE

You may request an independent medical review (“IMR”) of disputed health care services from the California Department of Insurance (“CDI”) if you believe that we have improperly denied, modified, or delayed health care services. A “disputed health care service” is any health care service eligible for coverage and payment under your plan that has been denied, modified, or delayed by us, in whole or in part because the service is not medically necessary.

The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for IMR. We must provide you with an IMR application form and an addressed envelope for you to use to request IMR with any grievance disposition letter that denies, modifies, or delays health care services. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service.

Eligibility: The CDI will review your application for IMR to confirm that:

1. (a) Your provider has recommended a health care service as medically necessary, or
   (b) You have received urgent care or emergency services that a provider determined was medically necessary, or
   (c) You have been seen by a participating provider for the diagnosis or treatment of the medical condition for which you seek independent review;

2. The disputed health care service has been denied, modified, or delayed by us, based in whole or in part on a decision that the health care service is not medically necessary; and

3. You have filed a grievance with us and the disputed decision is upheld or the grievance remains unresolved after 30 days. If your grievance requires expedited review you need not participate in our grievance process for more than three days. The CDI may waive the requirement that you follow our grievance process in extraordinary and compelling cases.
You must apply for IMR within six months of the date you receive a denial notice from us in response to your grievance or from the end of the 30 day or three day grievance period, whichever applies. This application deadline may be extended by the CDI for good cause.

If your case is eligible for IMR, the dispute will be submitted to a medical specialist or specialists who will make an independent determination of whether or not the care is *medically necessary*. You will receive a copy of the assessment made in your case. If the IMR determines the service is *medically necessary*, we will provide benefits for the health care service.

For non-urgent cases, the IMR organization designated by the CDI must provide its determination within 30 days of receipt of your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of your health, the IMR organization must provide its determination within 3 days.

For more information regarding the IMR process, or to request an application form, please call us at the customer service telephone number listed on your ID card.

**BINDING ARBITRATION**

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this *plan* or the *policy*, or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this BINDING ARBITRATION provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The *insured person* and Anthem Blue Cross Life and Health agree to be bound by these arbitration provisions and acknowledge that they are giving up their right to trial by jury for both medical malpractice claims and any other disputes.

The *insured person* and Anthem Blue Cross Life and Health agree to give up the right to participate in class arbitrations against each other. Even if applicable law permits class actions or class arbitrations, the *insured person* waives any right to pursue, on a class basis, any such
controversy or claim against Anthem Blue Cross Life and Health and Anthem Blue Cross Life and Health waives any right to pursue on a class basis any such controversy or claim against the insured person.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the insured person making written demand on Anthem Blue Cross Life and Health. The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”), according to its applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by agreement of the insured person and Anthem Blue Cross Life and Health, or by order of the court, if the insured person and Anthem Blue Cross Life and Health cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, Anthem Blue Cross Life and Health will assume all or a portion of the costs of the arbitration.

Please send all Binding Arbitration demands in writing to Anthem Blue Cross Life and Health Insurance Company, 21555 Oxnard Street, Woodland Hills, CA 91367 marked to the attention of the Customer Service Department listed on your identification card.

DEFINITIONS

The meanings of key terms used in this certificate are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in your certificate, you should refer to this section.

**Accidental injury** is physical harm or disability which is the result of a specific unexpected incident caused by an outside force. The physical harm or disability must have occurred at an identifiable time and place. Accidental injury does not include illness or infection, except infection of a cut or wound.

**Ambulatory surgical center** is a freestanding outpatient surgical facility. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services. It must also meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations or the Accreditation Association of Ambulatory Health Care.
Authorized referral occurs when you, because of your medical needs, are referred to a non-participating provider, but only when:

1. There is no participating provider who practices in the appropriate specialty, which provides the required services, or which has the necessary facilities within a 50-mile radius of your residence; and
2. We have authorized the referral before services are rendered.

You or your physician must call the toll-free telephone number printed on your identification card prior to scheduling an admission to, or receiving the services of, a non-participating provider.

Average wholesale price is a term accepted in the pharmaceutical industry as a benchmark for pricing by pharmaceutical manufacturers.

Brand name prescription drug (brand name drug) is a prescription drug that has been patented and is only produced by one manufacturer.

Child meets the plan’s eligibility requirements for children as outlined under HOW COVERAGE BEGINS AND ENDS.

Covered expense is the expense you incur for a covered service or supply, but not more than the maximum amounts described in YOUR MEDICAL BENEFITS: HOW COVERED EXPENSE IS DETERMINED. Expense is incurred on the date you receive the service or supply.

Custodial care is care provided primarily to meet your personal needs. This includes help in walking, bathing or dressing. It also includes preparing food or special diets, feeding, administration of medicine which is usually self-administered or any other care which does not require continuing services of medical personnel.

Customary and reasonable charge, as determined annually by us, is a charge which falls within the common range of fees billed by a majority of physicians for a procedure in a given geographic region. If it exceeds that range, the expense must be justified based on the complexity or severity of treatment for a specific case.

Day treatment center is an outpatient psychiatric facility which is part of or affiliated with a hospital. It must be licensed according to state and local laws to provide outpatient care and treatment of mental or nervous disorders or substance abuse under the supervision of physicians.

Domestic partner meets the plan’s eligibility requirements for domestic partners as outlined under HOW COVERAGE BEGINS AND ENDS: HOW COVERAGE BEGINS.
Drug (prescription drug) means a drug approved by the Food and Drug Administration for general use by the public which requires a prescription before it can be obtained. For the purposes of this plan, insulin will be considered a prescription drug.

Drug limited fee schedule represents the maximum amounts we will allow as prescription drug covered expense for prescriptions filled at non-participating pharmacies. These amounts are the lesser of billed charges or the average wholesale price.

Effective date is the date your coverage begins under this plan.

Emergency is a sudden, serious, and unexpected acute illness, injury, or condition which the insured person reasonably perceives could permanently endanger health if medical treatment is not received immediately. We will have sole and final determination as to whether services were rendered in connection with an emergency.

Emergency services are services provided in connection with the initial treatment of a medical or psychiatric emergency.

Experimental procedures are those that are mainly limited to laboratory and/or animal research.

Full-time employee meets the plan’s eligibility requirements for full-time employees as outlined under HOW COVERAGE BEGINS AND ENDS.

Generic prescription drug (generic drug) is a pharmaceutical equivalent of one or more brand name drugs and must be approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength, and effectiveness as the brand name drug.

Group refers to the business entity to which we have issued this policy. The name of the group is UCLA MEDICAL CENTER HOUSE STAFF.

Home health agencies are home health care providers which are licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in your home, and recognized as home health providers under Medicare and/or accredited by a recognized accrediting agency such as the Joint Commission on the Accreditation of Healthcare Organizations.

Home infusion therapy provider is a provider licensed according to state and local laws as a pharmacy, and must be either certified as a home health care provider by Medicare, or accredited as a home pharmacy by the Joint Commission on Accreditation of Health Care Organizations.
Hospice is an agency or organization primarily engaged in providing palliative care (pain control and symptom relief) to terminally ill persons and supportive care to those persons and their families to help them cope with terminal illness. This care may be provided in the home or on an inpatient basis. A hospice must be: (1) certified by Medicare as a hospice; (2) recognized by Medicare as a hospice demonstration site; or (3) accredited as a hospice by the Joint Commission on Accreditation of Hospitals. A list of hospices meeting these criteria is available upon request.

Hospital is a facility which provides diagnosis, treatment and care of persons who need acute inpatient hospital care under the supervision of physicians. It must be licensed as a general acute care hospital according to state and local laws. It must also be registered as a general hospital by the American Hospital Association and meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations.

For the limited purpose of inpatient care, the definition of hospital also includes: (1) psychiatric health facilities (only for the acute phase of a mental or nervous disorder), and (2) residential treatment centers.

Infertility is: (1) the presence of a condition recognized by a physician as a cause of infertility; or (2) the inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year or more of regular sexual relations without contraception.

Insured employee (employee) is the primary insured; that is, the person who is allowed to enroll under this plan for himself or herself and his or her eligible family members.

Insured family member (family member) meets the plan’s eligibility requirements for family members as outlined under HOW COVERAGE BEGINS AND ENDS.

Insured person is the insured employee or insured family member.

Investigative procedures or medications are those that have progressed to limited use on humans, but which are not widely accepted as proven and effective within the organized medical community.

Medically necessary procedures, supplies, equipment or services are those considered to be:

1. Appropriate and necessary for the diagnosis or treatment of the medical condition;

2. Provided for the diagnosis or direct care and treatment of the medical condition;
3. Within standards of good medical practice within the organized medical community;

4. Not primarily for your convenience, or for the convenience of your physician or another provider; and

5. The most appropriate procedure, supply, equipment or service which can safely be provided. The most appropriate procedure, supply, equipment or service must satisfy the following requirements:

   a. There must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for you with the particular medical condition being treated than other possible alternatives; and

   b. Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and

   c. For hospital stays, acute care as an inpatient is necessary due to the kind of services you are receiving or the severity of your condition, and safe and adequate care cannot be received by you as an outpatient or in a less intensified medical setting.

**Mental or nervous disorders** are conditions that affect thinking and the ability to figure things out, perception, mood and behavior. A mental or nervous disorder is recognized primarily by symptoms or signs that appear as distortions of normal thinking, distortions of the way things are perceived (e.g., seeing or hearing things that are not there), moodiness, sudden and/or extreme changes in mood, depression, and/or unusual behavior such as depressed behavior or highly agitated or manic behavior.

Some mental or nervous disorders are: schizophrenia, manic-depressive and other conditions usually classified in the medical community as psychosis; drug, alcohol and other substance addiction or abuse; depressive, phobic, manic and anxiety conditions (including panic disorders); bipolar affective disorders including mania and depression; obsessive compulsive disorders; hypochondria; personality disorders (including paranoid, schizoid, dependent, anti-social and borderline); dementia and delirious states; post traumatic stress disorder; adjustment reactions; reactions to stress; hyperkinetic syndromes; attention deficit disorders; learning disabilities; conduct disorder; oppositional disorder; mental retardation; autistic disease of childhood; anorexia nervosa and bulimia.
Any condition meeting this definition is a mental or nervous disorder no matter what the cause of the condition may be; but medical conditions that are caused by your behavior that may be associated with these mental conditions (e.g., self-inflicted injuries) are not subject to these limitations. One or more of these conditions may be specifically excluded in this plan.

**Negotiated rate** is the amount participating providers agree to accept as payment in full for covered services. It is usually lower than their normal charge. Negotiated rates are determined by Participating Provider Agreements.

**Non-participating pharmacy** is a pharmacy which does not have a Participating Pharmacy Agreement in effect with us at the time services are rendered. In most cases, you will be responsible for a larger portion of your pharmaceutical bill when you go to a non-participating pharmacy.

**Non-participating provider** is one of the following providers which is NOT participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:

1. A hospital;
2. A physician;
3. An ambulatory surgical center;
4. A home health agency;
5. A facility which provides diagnostic imaging services;
6. A durable medical equipment outlet;
7. A skilled nursing facility;
8. A clinical laboratory; or

They are not participating providers. Remember that only a portion of the amount which a non-participating provider charges for services may be treated as covered expense under this plan. See YOUR MEDICAL BENEFITS: HOW COVERED EXPENSE IS DETERMINED.

**Other health care provider** is one of the following providers:

1. A certified registered nurse anesthetist;
2. A blood bank;
3. A licensed ambulance company; or
4. A hospice.

The provider must be licensed according to state and local laws to provide covered medical services.
**Participating pharmacy** is a pharmacy which has a Participating Pharmacy Agreement in effect with us at the time services are rendered. Call your local pharmacy to determine whether it is a participating pharmacy or call the toll-free customer service telephone number.

**Participating provider** is one of the following providers which is participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:

1. A hospital;
2. A physician;
3. An ambulatory surgical center;
4. A home health agency;
5. A facility which provides diagnostic imaging services;
6. A durable medical equipment outlet;
7. A skilled nursing facility;
8. A clinical laboratory; or

Participating providers agree to accept the negotiated rate as payment for covered services. A directory of participating providers is available upon request.

**Pharmacy** means a licensed retail pharmacy.

**Physician** means:

1. A doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided; or
2. One of the following providers, but only when the provider is licensed to practice where the care is provided, is rendering a service within the scope of that license, is providing a service for which benefits are specified in this booklet, and when benefits would be payable if the services were provided by a physician as defined above:
   a. A dentist (D.D.S. or D.M.D.)
   b. An optometrist (O.D.)
   c. A dispensing optician
   d. A podiatrist or chiropodist (D.P.M., D.S.P. or D.S.C.)
   e. A licensed clinical psychologist
   f. A chiropractor (D.C.)
   g. An acupuncturist (A.C.)
   h. A licensed midwife
i. A clinical social worker (L.C.S.W.)
j. A marriage and family therapist (M.F.T.)
k. A physical therapist (P.T. or R.P.T.)*
l. A speech pathologist*
m. An audiologist*

n. An occupational therapist (O.T.R.)*
o. A respiratory care practitioner (R.C.P.)*
p. A psychiatric mental health nurse (R.N.)*
q. A registered dietitian (R.D.)* for the provision of diabetic medical nutrition therapy only

*Note: The providers indicated by asterisks (*) are covered only by referral of a physician as defined in 1 above.

Plan is the set of benefits described in this booklet and in the amendments to this booklet (if any). This plan is subject to the terms and conditions of the policy we have issued to the group. If changes are made to the plan, an amendment or revised booklet will be issued to the group for distribution to each employee affected by the change.

Plan year is a 12 month period starting July 1 at 12:01 a.m. Pacific Standard Time.

Policy is the Group Policy we have issued to the group.

Preferred drug is a drug listed on the preferred drug program.

Preferred drug program is a list which we have developed of outpatient prescription drugs which may be cost-effective, therapeutic choices. Any participating pharmacy can assist you in purchasing drugs listed on the preferred drug program. You may also get information about covered formulary drugs by calling 1-800-700-2541 (or TTY/TDD 1-800-905-9821) or going to our internet website anthem.com/ca.

Prescription means a written order or refill notice issued by a licensed prescriber.

Prescription drug covered expense is the expense you incur for a covered prescription drug, but not more than the maximum amounts described in items 1 and 2 below. Expense is incurred on the date you receive the service or supply.
Prescription drug covered expense does not include any expense in excess of: (1) the drug limited fee schedule for drugs dispensed by non-participating pharmacies; or (2) the prescription drug negotiated rate, for drugs dispensed by participating pharmacies, or by the mail service program.

**Prescription drug negotiated rate** is the rate that we have negotiated with participating pharmacies under a Participating Pharmacy Agreement for prescription drug covered expense. Participating pharmacies have agreed to charge insured persons no more than the prescription drug negotiated rate. It is also the rate which Prescription Drug Program - Mail Service accepts as payment in full for mail service prescription drugs.

**Prior plan** is a plan sponsored by the group which was replaced by this plan within 60 days. You are considered covered under the prior plan if you: (1) were covered under the prior plan on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this plan’s Effective Date; and (3) had coverage terminate solely due to the prior plan’s termination.

**Prosthetic devices** are appliances which replace all or part of a function of a permanently inoperative, absent or malfunctioning body part. The term “prosthetic devices” includes orthotic devices, rigid or semi-supportive devices which restrict or eliminate motion of a weak or diseased part of the body.

**Psychiatric health facility** is an acute 24-hour facility operating within the scope of a state license, or in accordance with a license waiver issued by the State. It must be:

1. Qualified to provide short-term inpatient treatment according to state law;
2. Accredited by the Joint Commission on Accreditation of Health Care Organizations; and
3. Staffed by an organized medical or professional staff which includes a physician as medical director.

**Psychiatric mental health nurse** is a registered nurse (R.N.) who has a master's degree in psychiatric mental health nursing, and is registered as a psychiatric mental health nurse with the state board of registered nurses.

**Reasonable charge** is a charge we consider not to be excessive based on the circumstances of the care provided, including: (1) level of skill; experience involved; (2) the prevailing or common cost of similar services or supplies; and (3) any other factors which determine value.
Residential treatment center is an inpatient treatment facility where the insured person resides in a modified community environment and follows a comprehensive medical treatment regimen for treatment and rehabilitation as the result of a mental or nervous disorder or substance abuse. The facility must be licensed to provide psychiatric treatment of mental or nervous disorders or rehabilitative treatment of substance abuse according to state and local laws.

Skilled nursing facility is an institution that provides continuous skilled nursing services. It must be licensed according to state and local laws and be recognized as a skilled nursing facility under Medicare.

Special care units are special areas of a hospital which have highly skilled personnel and special equipment for acute conditions that require constant treatment and observation.

Spouse meets the plan’s eligibility requirements for spouses as outlined under HOW COVERAGE BEGINS AND ENDS.

Stay is inpatient confinement which begins when you are admitted to a facility and ends when you are discharged from that facility.

Totally disabled employees are employees who, because of illness or injury, are unable to work for income in any job for which they are qualified or for which they become qualified by training or experience, and who are in fact unemployed.

Totally disabled family members are family members who are unable to perform all activities usual for persons of that age.

Urgent care is the services received for a sudden, serious, or unexpected illness, injury or condition, other than one which is life threatening, which requires immediate care for the relief of severe pain or diagnosis and treatment of such condition.

We (us, our) refers to Anthem Blue Cross Life and Health Insurance Company.

Year or calendar year is a 12 month period starting January 1 at 12:01 a.m. Pacific Standard Time.

You (your) refers to the insured employee and insured family members who are enrolled for benefits under this plan.
FOR YOUR INFORMATION

WEB SITE

Information specific to your benefits and claims history are available by calling the 800 number on your identification card. Anthem Blue Cross Life and Health is an affiliate of Anthem Blue Cross. You may use Anthem Blue Cross’s web site to access benefit information, claims payment status, benefit maximum status, participating providers or to order an ID card. Simply log on to www.anthem.com/ca, select “Member”, and click the "Register" button on your first visit to establish a User ID and Password to access the personalized and secure MemberAccess Web site. Once registered, simply click the "Login" button and enter your User ID and Password to access the MemberAccess Web site. Our privacy statement can also be viewed on our website.