

# Guided Access

## Certificate of Coverage

(Referred to as "Booklet" in the following pages)

### *What You Need to Know about Your Group Health Maintenance Organization (HMO) Managed Health Care Plan*

**[Group Name]**



This insured health care plan is under the jurisdiction of the New Hampshire Insurance Department.

**IMPORTANT INFORMATION. THIS CERTIFICATE REFLECTS THE KNOWN REQUIREMENTS FOR COMPLIANCE UNDER THE AFFORDABLE CARE ACT AS PASSED ON MARCH 23, 2010. AS ADDITIONAL GUIDANCE IS FORTHCOMING FROM THE US DEPARTMENT OF HEALTH AND HUMAN SERVICES, AND THE NEW HAMPSHIRE INSURANCE DEPARTMENT, THOSE CHANGES WILL BE INCORPORATED INTO THE HEALTH INSURANCE CERTIFICATE.**

**Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente.**

If you need Spanish-language assistance to understand this document, you may request it at no additional cost by calling Customer Service. The toll-free telephone number is [1-800-870-3122].

This health plan is administered by Anthem Health Plans of New Hampshire, Inc., operating as Anthem Blue Cross and Blue Shield (Anthem).

Benefits are underwritten by Matthew Thornton Health Plan, Inc., a wholly owned subsidiary of Anthem.

Anthem is located at [3000 Goffs Falls Road, Manchester, New Hampshire 03111-0001.]  
Our toll-free telephone number is [1-800-870-3122]  
[The Customer Service fax number is] [603-695-7067.]  
[Please visit Anthem's website at] [www.anthem.com]

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# **Federal Patient Protection and Affordable Care Act Notices**

## **Choice of Primary Care Physician**

We generally allow the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in our network and who is available to accept you or your family members. For information on how to select a PCP, and for a list of PCPs, contact Customer Service at [1-800-870-3122] or refer to our website, [[www.anthem.com](http://www.anthem.com)]. For children, you may designate a pediatrician as the PCP.

## **Access to Obstetrical and Gynecological (ObGyn) Care**

You do not need prior authorization from us or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making Referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Customer Service at [1-800-870-3122] or refer to our website, [[www.anthem.com](http://www.anthem.com)].

## **Additional Federal Notices**

### **Statement of Rights under the Newborns' and Mother's Health Protection Act**

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a Provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour or 96-hour stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

### **Statement of Rights under the Women's Cancer Rights Act of 1998**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Deductibles and Coinsurance applicable to other medical and surgical benefits provided under this Plan. (See the "Schedule of Benefits" for details.) If you would like more information on WHCRA benefits, call us at [1-800-870-3122].

## Coverage for a Child Due to a Qualified Medical Support Order (“QMCSO”)

If you or your spouse are required, due to a QMCSO, to provide coverage for your child(ren), you may ask the Group to provide you, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

## Mental Health Parity and Addiction Equity Act

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day or visit limits on medical and surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day or visit limits for medical and surgical benefits. A plan that does not impose day or visit limits on medical and surgical benefits may not impose such day or visit limits on mental health and substance abuse benefits offered under the Plan. Also, the Plan may not impose Deductibles, Copayment, Coinsurance, and out of pocket expenses on mental health and substance abuse benefits that are more restrictive than Deductibles, Copayment, Coinsurance and out of pocket expenses applicable to other medical and surgical benefits.

## Special Enrollment Notice

If you are declining enrollment for yourself or your Dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your Dependents in this Plan, provided that you request enrollment within 31 days after your other coverage ends.

In addition, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and Your Dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber’s or Dependent’s Medicaid or Children’s Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- The Subscriber or Dependent becomes eligible for a subsidy (state premium assistance program)

The Subscriber or Dependent must request Special Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, call Customer Service at [1-800-870-3122] or contact the Group.

## Statement of ERISA Rights

Please note: This section applies to employer sponsored plans **other than** Church employer groups and government groups. If you have questions about whether this Plan is governed by ERISA, please contact the Plan Administrator (the Group).

The Employee Retirement Income Security Act of 1974 (ERISA) entitles you, as a Member of the Group under this Contract, to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining

- agreements and copies of all documents filed by this plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions;
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies; and
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for you and other employees, ERISA imposes duties on the people responsible for the operation of your employee benefit plan. The people who operate your plan are called plan fiduciaries. They must handle your plan prudently and in the best interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your right under ERISA. If your claim for welfare benefits is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claims reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide you the materials and pay you up to \$110 a day until you receive the materials, unless the materials are not sent because of reasons beyond the control of the Plan Administrator. If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. It may order you to pay these expenses, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

## Introduction

### Welcome to Anthem!

We are pleased that you have become a Member of our health insurance Plan. We want to make sure that our services are easy to use. We've designed this Booklet to give a clear description of your benefits, as well as our rules and procedures.

The Booklet explains many of the rights and duties between you and us. It also describes how to get health care, what services are covered, and what part of the costs you will need to pay. Many parts of this Booklet are related. Therefore, reading just one or two sections may not give you a full understanding of your coverage. You should read the whole Booklet to know the terms of your coverage.

This Booklet replaces any Booklet issued to you in the past. The coverage described is based upon the terms of the Group Contract issued to your Group, and the Plan that your Group chose for you. The Group Contract, this Booklet, and any endorsements, amendments or riders attached, form the entire legal contract under which Covered Services are available.

Many words used in the Booklet have special meanings (e.g., Group, Covered Services, and Medical Necessity). These words are capitalized and are defined in the "Definitions" section. Refer to these definitions for the best understanding of what is being stated. Throughout this Booklet you will also see references to "we," "us," "our," "you," and "your." The words "we," "us," and "our" mean Anthem Health Plans of New Hampshire, Inc. operating as Anthem Blue Cross and Blue Shield (Anthem). The words "you" and "your" mean the Member, Subscriber and each covered Dependent.

If you have any questions about your Plan, please be sure to call Customer Service. The toll-free telephone number is [1-800-870-3122]. Also be sure to check our website, [www.anthem.com] for details on how to find a Provider, get answers to questions, and access valuable health and wellness tips. Thank you again for enrolling in the Plan!

### How to Get Language Assistance

Anthem is committed to communicating with Members about their health Plan, no matter what their language is. Anthem employs a language line interpretation service for use by all of our Customer Service call centers. Simply call the Customer Service phone number, [1-800-870-3122] and a representative will be able to help you. Translation of written materials about your benefits can also be asked for by contacting Customer Service. TTY/TDD services also are available by dialing 711. A special operator will contact Anthem to help with member needs.



Lisa M. Guertin  
President and General Manager  
New Hampshire



Kathleen S. Kiefer  
Corporate Secretary



This health care plan is administered by Anthem Health Plans of New Hampshire, Inc., operating as Anthem Blue Cross and Blue Shield (Anthem). Anthem is a stock corporation and licensed Accident and Health insurer in the State of New Hampshire. The benefits described in this Booklet are underwritten by Matthew Thornton Health Plan, Inc., a wholly-owned subsidiary of Anthem. Matthew Thornton Health Plan, Inc. is licensed in the State of New Hampshire as a health maintenance organization. The benefits described in this Booklet are provided in accordance with requirements of New Hampshire statutes applicable to Accident and Health Insurance and Health Maintenance Organizations. Anthem and Matthew Thornton Health Plan, Inc. are independent licensees of the Blue Cross and Blue Shield Association.

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## **[Schedule of Benefits]**

# How Your Plan Works

## Introduction

Your Plan is a Health Maintenance Organization (HMO) Plan. **To get benefits for Covered Services, you must use In-Network Providers, unless Anthem has approved an Authorized Service or if your care involves an Emergency or Urgent Care situation.**

## In-Network Provider Services

When you get care from an In-Network Provider or as part of an Authorized Service, benefits are available for Covered Services. Regardless of Medical Necessity, benefits will be denied for care that is not a Covered Service. Anthem's definition of "Medical Necessity" is stated in the "Definitions" section.

## Primary Care Physicians (PCP)/ Providers

PCPs include internists, family practitioners, general practitioners, Advanced Practice Registered Nurses (APRN), and pediatricians or any other practice allowed by the Plan. Each Member should choose a PCP who is listed in the Provider directory. Each Member of a family may select a different Primary Care Physician. For example, an internist or general practitioner may be chosen for adults and a pediatrician may be selected for children. If you want to change your PCP, call Anthem at [1-800-870-3122] or refer to Anthem's website, [www.anthem.com.]

The Primary Care Physician is the Doctor who normally gives, directs, and manages your health care.

If, when you first enroll (sign up) for coverage under this Plan, you are under the care of an Out-of-Network Provider, you should tell Anthem right away. To keep getting care under this Plan from any Out-of-Network Provider, Anthem must approve an Authorized Service with that Provider or the services will be denied.

## First - Make an Office Visit with Your PCP

Your PCP's job is to help you stay healthy, not just treat you when you are sick. After you pick a PCP set up an office visit. During this visit, get to know your PCP and help your PCP get to know you. You should talk to your PCP about:

- Your personal health history,
- Your family health history,
- Your lifestyle,
- Any health concerns you have.

If you do not get to know your PCP, they may not be able to properly manage your care. To see a Doctor, call their office:

- Tell them you are an Anthem Member,
- Have your Member Identification Card handy. The Doctor's office may ask you for your group or Member ID number.
- Tell them the reason for your visit.

When you go to the office, be sure to bring your Member Identification Card with you.

If you need to see a Specialist, please contact your PCP to get a Referral.

If you have any questions about Covered Services, call Customer Service for assistance at [1-800-870-3122].

### **After Hours Care**

If you need care after normal business hours, your Doctor may have several options for you. You should call your Doctor's office for instructions if you need care in the evenings, on weekends, or during the holidays and cannot wait until the office reopens. If you have an Emergency, call 911 or go to the nearest Emergency Room.

## **How to Find a Provider in the Network**

There are three ways you can find out if a Provider or Facility is in Anthem's network. You can also find out where they are located and details about their license or training.

- See your Plan's directory of In-Network Providers at [[www.anthem.com](http://www.anthem.com)], which lists the Doctors, Providers, and Facilities that participate in this Plan's network.
- Call Customer Service to ask for a list of Doctors and Providers that participate in this Plan's network, based on specialty and geographic area. The toll free Customer Service telephone number is [1-800-870-3122].
- Check with your Doctor or Provider.

TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

## **Your Cost-Shares**

Your Plan may involve Copayments, Deductibles, and/or Coinsurance, which are charges that you must pay when receiving Covered Services. Your Plan may also have an Out-of-Pocket Limit, which limits the cost-shares you must pay. Please read the "Schedule of Benefits" for details on your cost-shares. Also read the "Definitions" section for a better understanding of each type of cost share.

## **Crediting Prior Plan Coverage**

If you were covered by the Group's prior carrier / plan immediately before the Group signs up with us, with no break in coverage, then you will get credit for any accrued Deductible and, if applicable and approved by us, Out of Pocket amounts under that other plan. This does not apply to people who were not covered by the prior carrier or plan on the day before the Group's coverage with Anthem began, or to people who join the Group later.

If your Group moves from one Anthem plan to another, (for example, changes its coverage from HMO to PPO), and you were covered by the other Anthem Plan immediately before enrolling in this Plan with no break in coverage, then you may get credit for any accrued Deductible and Out of Pocket amounts, if applicable and approved by us. Any maximums, when applicable, will be carried over and charged against the maximums under this Plan.

If your Group offers more than one of Anthem's Plans and you change from one Plan to another with no break in coverage, you will get credit for any accrued Deductible and, if applicable, Out of Pocket amounts and any maximums will be carried over and charged against maximums under this Plan.

If your Group offers coverage through other Anthem Plans or carriers in addition to ours, and you change Plans or carriers to enroll in this Plan with no break in coverage, you will get credit for any accrued Deductible, Out of Pocket, and any maximums under this Plan.

**This Section Does Not Apply To You If You:**

- Change from one of Anthem's individual policies to a group plan;
- Change employers; or
- Are a new Member of the Group who joins the Group after the Group's initial enrollment with Anthem.

**The BlueCard Program**

Like all Blue Cross & Blue Shield plans throughout the country, we participate in a program called "BlueCard." This program lets you get Covered Services at the In-Network cost-share when you are traveling out of state and need health care, as long as you use a BlueCard Provider. All you have to do is show your Identification Card to a participating Blue Cross & Blue Shield Provider, and they will send your claims to us. BlueCard Providers outside New Hampshire are not In-Network Providers, but they have written payment agreements with their local Blue Cross and Blue Shield Plan.

If you are out of state and an Emergency or urgent situation arises, you should get care right away.

To find the nearest contracted Provider, call Customer Service for assistance at [1-800-870-3122] or you can visit the BlueCard Doctor and Hospital Finder website [([www.BCBS.com](http://www.BCBS.com))].

**Identification Card**

We will give an Identification Card to each Member enrolled in the Plan. When you get care, you must show your Identification Card. Only a Member who has paid the Premiums for this Plan has the right to services or benefits under this Booklet . If anyone gets services or benefits to which they are not entitled to under the terms of this Booklet , he/she must pay for the actual cost of the services.

## Getting Approval for Benefits

Your Plan includes the processes of Precertification, Predetermination and Post Service Clinical Claims Review to decide when services should be covered by your Plan. Their purpose is to aid the delivery of Medically Necessary health care by reviewing the use of treatments and, when proper, the setting or place of service that they are performed. Covered Services must be Medically Necessary for benefits to be covered. Anthem's definition of Medical Necessity is found in the Definitions section of this Booklet.

Prior Authorization: Network Providers must obtain Prior Authorization in order for you to get benefits for certain services. Anthem reviews Prior Authorization requests based on the definition of Medical Necessity found in the Definitions section of this Booklet.

If you have any questions about the information in this section, you may call Customer Service for assistance at [1-800-870-3122].

### Types of Requests

- **Precertification** – A required review of a service, treatment or admission for a benefit coverage determination which must be done before the service, treatment or admission start date. For labor / childbirth admissions, Precertification is not needed unless there is a problem and/or the mother and baby are not sent home at the same time.

**Precertification does not guarantee coverage for or payment of the service or treatment reviewed. For benefits to be paid, on the date you get service:**

1. You must be eligible for benefits;
  2. Premium must be paid for the time period that services are given;
  3. The service or supply must be a covered benefit under your Plan;
  4. The service cannot be subject to an Exclusion under your Plan; and
  5. You must not have exceeded any applicable limits under your Plan.
- **Predetermination** – An optional, voluntary Prospective or Concurrent Stay Review request for a benefit coverage determination for a service or treatment. Anthem will check your Booklet to find out if there is an Exclusion for the service or treatment. If there is a related clinical coverage guideline, the benefit coverage review will include a review to decide whether the service meets Anthem's definition of Medical Necessity or is Experimental/Investigative. Anthem's definitions of Medical Necessity and Experimental/Investigative are in the "Definitions" section of this Booklet.
  - **Post Service Clinical Claims Review** – A retrospective review for a benefit coverage determination to decide the Medical Necessity or Experimental/Investigative nature of a service, treatment or admission that did not need Precertification and did not have a Predetermination review performed. Medical Reviews are done for a service, treatment or admission in which Anthem has a related clinical coverage guideline and are typically initiated by Anthem.

Typically, In-Network Providers know which services need Precertification and will get any needed Precertification or ask for a Predetermination when needed. Your Primary Care Physician and other In-Network Providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering Provider, Facility or attending Doctor will get in touch with Anthem to ask for a Precertification or Predetermination review ("requesting Provider"). Anthem will work with the requesting Provider for the Precertification request. However, you may choose

an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older.

Who is responsible for Precertification or Post-Service Notification	
Services given by an In-Network Provider	Services given by an Out-of-Network/ Non-Participating Provider
Provider	<p>Member has no benefit coverage for an Out-of-Network Provider unless:</p> <ul style="list-style-type: none"> <li>You get authorization to use an Out-of-Network Provider before the service is given; or</li> <li>For an Emergency admission. For Emergency admissions, you, your authorized representative or Doctor must tell Anthem within 48 hours of the admission or as soon as possible within a reasonable period of time after the 48-hour period.</li> </ul>

Anthem uses clinical coverage guidelines, such as Anthem’s medical policy, clinical guidelines, preventative care clinical coverage guidelines and other applicable policies and procedures to help make Medical Necessity decisions, including decisions about Prescription and Specialty Drug services. Medical polices and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. Anthem reserves the right to review and update these clinical coverage guidelines from time to time. Your Booklet and the Group Contract take precedence over these guidelines.

You are entitled to ask for and get, free of charge, reasonable access to any records concerning your request. To ask for this information, call Anthem at [1-800-870-3122].

Anthem may, from time to time, waive, enhance, change or end certain medical management processes (including utilization management, case management, and disease management) if in Anthem’s discretion, such change furthers the provision of cost effective, value based and/or quality services.

Anthem may also select certain qualifying Providers to take part in a program that exempts them from certain procedural or medical management processes that would otherwise apply. Anthem may also exempt your claim from medical review if certain conditions apply.

Just because Anthem exempts a process, Provider or Claim from the standards which otherwise would apply, it does not mean that Anthem will do so in the future, or will do so in the future for any other Provider, claim or Member. Anthem may stop or change any such exemption with or without advance notice.

You may find out whether a Provider is taking part in certain programs by checking your on-line Provider Directory, on-line pre-certification list or contacting Customer Service at [1-800-870-3122].

## Request Categories

- **Pre-Service Claims (Non-Urgent)** – A request for prospective Precertification or Predetermination that is conducted before the service, treatment or admission.
- **Pre-Service Claims (Urgent)** - A request for prospective Precertification or Predetermination for medical care or treatment with respect to which the application of the time periods for making non-urgent determinations:
  - Could seriously jeopardize your life or health or your ability to regain maximum function, or

- In the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the proposed care or treatment.
- **Pre-Service Urgent Claims Relating to *both* the Extension of an Ongoing Course of Treatment and a Question of Medical Necessity** - A Pre-Service prospective request for Precertification or Predetermination that is conducted during the course of treatment or admission.
- **Post-Service Claim Reviews** - A request for Precertification to be conducted after the service, treatment or admission has happened (retrospective review). Post-Service Clinical Claims Reviews are also retrospective. Retrospective review does not include a review that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding or adjudication of payment.

Please see the “Claims Payment” section for definitions of “Pre-Service Claims” and “Post-Service Claims.”

Anthem will complete Post-Service and Pre-Service reviews according to the timeframes stated in the “Claims Payment” section of this Booklet. In the “Claims Payment” section, please refer to:

- “Post-Service Claim Determinations,” and
- “Pre-Service Claims”

Anthem will notify you of a Claim Denial as described under “Notice of a Claim Denial” in the “Claims Payment” section of this Booklet.

Timeframes and requirements are based on state and federal laws. Where state laws are stricter than federal laws, Anthem will follow state laws. .

## Individual Case Management

Case Management helps coordinate services for Members with health care needs due to serious, complex, and/or chronic health conditions. Anthem’s programs coordinate benefits and educate Members who agree to take part in the Case Management Program to help meet their health-related needs.

Anthem’s Case Management programs are confidential and voluntary. These programs are given at no extra cost to you.

If you meet program criteria and agree to take part, Anthem will help you meet your identified health care needs. This is reached through contact and team work with you and/or your chosen representative, treating Doctor(s), and other Providers.

In addition, Anthem may assist in coordinating care with existing community-based programs and services to meet your needs. This may include giving you information about external agencies and community-based programs and services.

In certain cases of severe or chronic illness or injury, Anthem may provide benefits for alternate care that is not listed as a Covered Service through our Case Management program. We may also extend Covered Services beyond the Benefit Maximums of this Plan. Anthem will make decisions case-by- case, if in our discretion the alternate or extended benefit is in the best interest of the Member and Anthem. A decision to provide extended benefits or approve alternate care in one case does not obligate

Anthem to provide the same benefits again to you or to any other Member. Anthem reserves the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, Anthem will notify you or your representative in writing. Members who disagree with Anthem's decision may utilize the appeal procedure stated in the "Appeal and External Review Procedures" section.

## What's Covered

This section describes the Covered Services available under your Plan. Covered Services are subject to all the terms and conditions listed in this Booklet, including, but not limited to, Benefit Maximums, Deductibles, Copayments, Coinsurance, Exclusions and Medical Necessity requirements. Please read the "Schedule of Benefits" for details on the amounts you must pay for Covered Services and for details on any Benefit Maximums. Also be sure to read "How Your Plan Works" for more information on your Plan's rules. Read the "What's Not Covered" section for important details on Excluded Services.

Your benefits are described below. Benefits are listed alphabetically to make them easy to find. Please note that several sections may apply to your claims. For example, if you have surgery, benefits for your Hospital stay will be described under "Inpatient Hospital Care" and benefits for your Doctor's services will be described under "Inpatient Professional Services." As a result, you should read all sections that might apply to your claims.

You should also know that many Covered Services can be received in several settings, including a Doctor's office, an Urgent Care Facility, an outpatient Facility, or an Inpatient Facility. Benefits will often vary depending on where you choose to get Covered Services, and this can result in a change in the amount you need to pay. Please see the "Schedule of Benefits" for more details on how benefits vary in each setting.

### Allergy Services

Your Plan includes benefits for Medically Necessary allergy testing and treatment, including allergy serum and allergy shots.

### Ambulance Services

Medically Necessary ambulance services are a Covered Service when one or more of the following criteria are met:

- You are transported by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, fixed wing, and rotary wing air transportation.
- For ground ambulance, you are taken:
  - From your home, the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital
  - Between a Hospital and a Skilled Nursing Facility or other approved Facility.
- For air or water ambulance, you are taken:
  - From the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital
  - Between a Hospital and an approved Facility.

Ambulance services are subject to Medical Necessity reviews by us. When using an air ambulance, we reserve the right to select the air ambulance Provider, except in an emergency. If you do not use the air ambulance Provider we select, except in an emergency, no benefits will be available. Out-of-Network Providers may bill you for any charges that exceed the Plan's Maximum Allowed Amount.

You must be taken to the nearest Facility that can give care for your condition. In certain cases we may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or injury by medical professionals from an ambulance service, even if you are not taken to a Facility.

If you receive Out-of-Network ambulance Services, Anthem will pay eligible benefits to you or to the ambulance Provider. However, you may be responsible for the difference between the Maximum Allowed Amount and the Provider's charge.

### Important Notes on Air Ambulance Benefits

Benefits are only available for air ambulance when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger your health and your medical condition requires a more rapid transport to a Facility than the ground ambulance can provide, the Plan will cover the air ambulance. Air ambulance will also be covered if you are in an area that a ground or water ambulance cannot reach.

Air ambulance will not be covered if you are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility), or if you are taken to a Physician's office or your home.

### Hospital to Hospital Transport

If you are moving from one Hospital to another, air ambulance will only be covered if using a ground ambulance would endanger your health and if the Hospital that first treats cannot give you the medical services you need. Certain specialized services are not available at all Hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain Hospitals. To be covered, you must be taken to the closest Hospital that can treat you. **Coverage is not available for air ambulance transfers simply because you, your family, or your Provider prefers a specific Hospital or Physician.**

## Autism Services

Benefits are available for the treatment of pervasive developmental disorder or autism. To determine the Medical Necessity of services, Anthem may require submission of a treatment plan signed by the Member's Primary Care Physician, an appropriately credentialed treating specialist, a child psychiatrist, a pediatrician with a specialty in behavioral-developmental pediatrics, a neurologist with a specialty in child neurology or a licensed psychologist with training in child psychology. Anthem will review the treatment plan no more than once every six months unless the Member's Provider changes the treatment plan. Anthem's definition of Medical Necessity is in the "Definitions" section of this Booklet.

Covered Services include:

- Direct or consultative services provided by a licensed professional including a licensed psychiatrist, licensed advance practice registered nurse, licensed psychologist or licensed clinical social worker,
- Physical, occupational and speech therapy provided by a licensed physical or occupational therapist or by a licensed speech and language pathologist to develop skill or function or to prevent the loss of attained skill or function. As applicable, any visit limits for other physical, speech and occupational therapy, will not apply to physical, occupational or speech therapy to treat pervasive developmental disorder or autism.
- Prescription drugs, subject to the terms and conditions stated in the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" section later in this Booklet.

- Applied behavioral analysis to treat pervasive developmental disorder or autism. Applied behavior analysis means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in behavior, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

Applied behavior analysis must be furnished by an individual who is professionally certified by a national board of behavior analysts or the services must be performed under the supervision of a person professionally certified by a national board of behavior analysts. Otherwise, no benefits are available for applied behavior analysis.

## **Behavioral Health Services**

See “Mental Health and Substance Abuse Services” later in this section.

## **Cardiac Rehabilitation**

Please see “Therapy Services” later in this section.

## **Chemotherapy**

Please see “Therapy Services” later in this section.

## **Chiropractor Services**

You do not need a Referral from your PCP to be eligible for benefits. However, Covered Services must be furnished by an In-Network Chiropractor. Otherwise, no benefits are available. The following are Covered Services when furnished by an In-Network Chiropractor:

1. Office visits for assessment, evaluation, spinal adjustment, manipulation and physiological therapy before (or in conjunction with) spinal adjustment, and
2. Medically Necessary diagnostic laboratory and x-ray tests.

In addition to the limitations and exclusions stated in the “What’s Not Covered” section, the following limitations apply specifically to chiropractic care:

- Wellness care is not covered.
- The services must be Medically Necessary for the treatment of an illness or injury that is diagnosed or suspected by an In-Network Chiropractor or another Physician, and
- Chiropractic care must be provided in accordance with New Hampshire law.

## **Clinical Trials**

Benefits include coverage for services given to you as a participant in an approved clinical trial if the services are Covered Services under this Plan. An “approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated.

Benefits are limited to the following trials:

1. Federally funded trials approved or funded by one of the following:
  - a. The National Institutes of Health.
  - b. The Centers for Disease Control and Prevention.
  - c. The Agency for Health Care Research and Quality.
  - d. The Centers for Medicare & Medicaid Services.
  - e. Cooperative group or center of any of the entities described in (a) through (d) or the Department of Defense or the Department of Veterans Affairs.
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g. Any of the following in i-iii below if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines 1) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and 2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
    - i. The Department of Veterans Affairs.
    - ii. The Department of Defense.
    - iii. The Department of Energy.
2. Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration;
3. Studies or investigations done for drug trials which are exempt from the investigational new drug application.

Your Plan may require you to use an In-Network Provider to maximize your benefits.

When a requested service is part of an approved clinical trial, it is a Covered Service even though it might otherwise be Investigational as defined by this Plan. All other requests for clinical trials services that are not part of approved clinical trials will be reviewed according to Anthem's clinical coverage guidelines, related policies and procedures.

The following services are not covered:

- i. The Investigational item, device, or service, itself; or
- ii. Items and services that given only to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- iii. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- iv. Any item or service that is paid for, or should have been paid for, by the sponsor of the trial.

## **Court Ordered Services**

Court ordered examinations or services are covered, provided that:

- The services are Medically Necessary Covered Services furnished by a Provider, and

- All of the terms of this Booklet are met, including network restrictions, Referral and Precertification rules.

## **Dental Services**

### **Preparing the Mouth for Medical Treatments**

Your Plan includes coverage for dental services to prepare the mouth for medical services and treatments such as radiation therapy to treat cancer and prepare for transplants. Covered Services include:

- Evaluation
- Dental x-rays
- Extractions, including surgical extractions
- Anesthesia

### **Treatment of Accidental Injury to Sound Natural Teeth**

Benefits are available for dental work that is Medically Necessary due to an accidental injury to sound natural teeth and gums [when the course of treatment for the accidental injury is received or authorized within 3 months of the date of the injury].

Cost sharing amounts for emergency treatment are shown on your Schedule of Benefits under "Emergency Room Services" and "Inpatient Services." No Benefits are available for treatment if you damage your teeth or appliances as a result of biting or chewing. No Benefits are available for treatment to repair, restore or replace items such as fillings, crowns, caps or appliances that are damaged as a result of an accident.

In addition to treatment of accidental injury to sound natural teeth and gums as described above, benefits are available for dental work needed to treat injuries to the jaw, mouth, or face as a result of an accident. Coverage shall be subject to the same terms, conditions and cost sharing amounts as applicable to other similar medical or surgical services covered in this Booklet.

### **Hospital Facility and Anesthesia Services For Certain Individuals Undergoing Dental Procedures**

Benefits are available for hospital facility charges (inpatient or outpatient), surgical day care facility charges and general anesthesia furnished by a licensed anesthesiologist or anesthesiologist when it is Medically Necessary for certain Members to undergo a dental procedure under general anesthesia in a hospital facility or surgical day care facility. Members who are eligible for facility and general anesthesia benefits are:

- Children under the age of 6. The child's dental condition must be so complex that the dental procedure must be done under general anesthesia and must be done in a hospital or surgical day care facility setting. A licensed dentist and the child's PCP must determine in advance that anesthesia and hospitalization are Medically Necessary due to the complexity of the child's dental condition. Anthem must approve the care in advance.

- Members who have exceptional medical circumstances or a Developmental Disability. The exceptional medical circumstance or the Developmental Disability must be one that places the Member at serious risk unless the dental procedure is done under general anesthesia and must be done in a hospital or surgical day care facility setting. The Member's PCP and Anthem must approve the services in advance.

No benefits are available for a noncovered dental procedure, even when your physician and Anthem authorize hospitalization and anesthesia for the procedure.

## Diabetes Management Programs

Benefits are available for outpatient diabetes self-management training and educational services. Training and educational services include, but are not limited to medical nutrition therapy furnished by an In-Network Provider with expertise in diabetes management. Other Covered Services are:

- Individual counseling visits,
- Group education programs and fees required to enroll in an approved group education program, and
- External insulin pump education is covered for Members whose external insulin pump has been approved by Anthem. The Diabetes Education Provider must be pump-certified. Please see "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics and Medical and Surgical Supplies" later in this section for information about coverage for external insulin pumps.

In addition to the limitations and exclusions listed in the "What's Not Covered" section, the following limitations apply specifically to diabetes management services:

- No Benefits are available for services furnished by a provider who is not an In-Network Diabetes Education Provider.
- Diabetic supplies, equipment, insulin and oral agents are not covered under this subsection. Please see the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" section for information about benefits for insulin, diabetic medications and diabetic equipment or supplies furnished by a Pharmacy. Please see "Medical and Surgical Supplies" under "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics and Medical and Surgical Supplies" later in this section for information about diabetic equipment or supplies furnished by a medical equipment or supplies Provider.

Except for diabetes management services and other screenings and services such as nutrition counseling required by law under the "Preventive Care" benefit, no benefits are available for non-surgical services, treatments, procedures or programs for weight or appetite control, weight loss, weight management or control of obesity. However, benefits are available for Covered Services furnished to treat diseases and ailments caused by or resulting from obesity or morbid obesity.

For information about surgical services to treat diseases and ailments caused by or resulting from obesity or morbid obesity, please see "Surgery for conditions caused by obesity" under "Surgery" later in this section.

No benefits are available for weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this Booklet. This exclusion includes commercial weight loss programs (such as Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

## **Diagnostic Services**

Your Plan includes benefits for tests or procedures to find or check a condition when specific symptoms exist. Tests must be ordered by a Provider and include diagnostic services ordered before a surgery or Hospital admission. Benefits include the following services:

### **Diagnostic Laboratory and Pathology Services**

### **Diagnostic Imaging Services and Electronic Diagnostic Tests**

- X-rays / regular imaging services
- Ultrasound
- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Hearing and vision tests for a medical condition or injury (not for screenings or preventive care)
- Tests ordered before a surgery or admission.

### **Advanced Imaging Services**

Benefits are also available for advanced imaging services, which include but are not limited to:

- CT scan
- CTA scan
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic resonance spectroscopy (MRS)
- Nuclear Cardiology
- PET scans
- PET/CT Fusion scans
- QTC Bone Densitometry
- Diagnostic CT Colonography

The list of advanced imaging services may change as medical technologies change.

## **Dialysis**

See “Therapy Services“ later in this section.

## **Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies**

### **Durable Medical Equipment and Medical Devices**

Your Plan includes benefits for durable medical equipment and medical devices when the equipment meets the following criteria:

- Is meant for repeated use and is not disposable.
- Is used for a medical purpose and is of no further use when medical need ends.
- Is meant for use outside a medical Facility.
- Is only for the use of the patient.

- Is made to serve a medical use.
- Is ordered by a Provider.

Benefits include purchase-only equipment and devices (e.g., crutches and customized equipment), purchase or rent-to-purchase equipment and devices (e.g., Hospital beds and wheelchairs), and continuous rental equipment and devices (e.g., oxygen concentrator, ventilator, and negative pressure wound therapy devices). Continuous rental equipment must be approved by Anthem. Anthem may limit the amount of coverage for ongoing rental of equipment. Anthem may not pay more in rental costs than the cost of simply purchasing the equipment.

Benefits include repair and replacement costs as well as supplies and equipment needed for the use of the equipment or device, for example, a battery for a powered wheelchair.

Oxygen and equipment for its administration are also Covered Services.

Benefits are also available for cochlear implants.

Hearing aids are covered as stated in "Hearing Services" later in this section. Benefits are limited to one hearing aid per ear each time a hearing aid prescription changes.

## **Orthotics**

Benefits are available for certain types of orthotics (braces, boots, splints). Covered Services include the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

## **Prosthetics**

Your Plan also includes benefits for prosthetics, which are artificial substitutes for body parts for functional or therapeutic purposes, when they are Medically Necessary for activities of daily living.

Benefits include the purchase, fitting, adjustments, repairs and replacements. Covered Services may include, but are not limited to:

- 1) Artificial limbs and accessories. Artificial limbs are prosthetic devices that replace, in whole or in part, an arm or leg;
- 2) One pair of glasses or contact lenses used after surgical removal of the lens(es) of the eyes);
- 3) Breast prosthesis (whether internal or external) after a mastectomy, as required by the Women's Health and Cancer Rights Act.
- 4) Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
- 5) Restoration prosthesis (composite facial prosthesis)
- 6) Scalp hair prosthesis. A scalp hair prosthesis is an artificial substitute for scalp hair that is made specifically for you. Benefits are available for scalp hair prostheses for Members who have hair loss as a result of alopecia areata, alopecia totalis, or alopecia medicamentosa resulting from treatment of any form of cancer or leukemia and/or who have permanent hair loss as a result of injury.

Except as described above, no benefits are available for scalp hair prostheses or wigs. For example, except as stated above, no benefits are available for temporary hair loss. No benefits are available for male pattern baldness.

## **Medical and Surgical Supplies**

Your Plan includes coverage for medical and surgical supplies that serve only a medical purpose, are most often used only once, and are purchased (not rented). Covered supplies include syringes and needles, surgical dressings, splints, and other similar items that serve only a medical purpose.

Covered Services do not include items often stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

Diabetic supplies and equipment are covered for the treatment of diabetes. Covered diabetic supplies include, but are not limited to: diabetic needles and syringes, blood glucose monitors, test strips and lancets. Coverage is provided under this subsection when diabetic supplies are purchased from an In-Network medical equipment or medical supplies Provider. Please see the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" section for information about coverage for diabetic supplies and equipment furnished by a Pharmacy for take-home use.

Enteral formulas are covered for the treatment of impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length or motility of the gastrointestinal tract. Benefits are available for food products modified to be low protein for persons with inherited diseases of amino acids and organic acids. Your Physician must issue a written order stating that the enteral formula and/or food product is:

- Needed to sustain life, and is
- Medically Necessary; and is
- The least restrictive and most cost-effective means for meeting your medical needs.

Otherwise, no benefits are available.

Except as provided in this Booklet or as required by law, no benefits are available for dietary supplements. No benefits are available for those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

## **Blood and Blood Products**

Your Plan also includes coverage for the administration of blood products unless they are received from a community source, such as blood donated through a blood bank.

## **Emergency Care Services**

### **Emergency Services**

Benefits are available in a Hospital Emergency Room for services and supplies to treat the onset of symptoms for an Emergency, which is defined below:

### **Emergency (Emergency Medical Condition)**

"Emergency," or "Emergency Medical Condition" means a health condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that not getting immediate medical care could result in: (a) placing the patient's health in serious danger or, for a pregnant women, placing the women's health or the health of her unborn child in serious danger; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Such conditions include but are not limited to, chest pain, stroke, poisoning, including alcohol poisoning, serious breathing problems, unconsciousness, including as a result of drug or alcohol overdose, severe burns or cuts, uncontrolled bleeding, or seizures and such other acute conditions as may be determined to be Emergencies by Anthem.

## Emergency Care

“Emergency Care” means a medical exam done in the Emergency Department of a Hospital, and includes services routinely available in the Emergency Department to evaluate an Emergency Condition. It includes any further medical exams and treatment required to stabilize the patient.

If you are experiencing an Emergency please call 911 or visit the nearest Hospital for treatment.

Medically Necessary services will be covered whether you get care from an In-Network or Out-of-Network Provider. Emergency Care you get from an Out-of-Network Provider will be covered as an In-Network service, but you may have to pay the difference between the Out-of-Network Provider’s charge and the Maximum Allowed Amount, as well as any applicable Coinsurance, Copayment or Deductible.

The Maximum Allowed Amount for Emergency Care from an Out-of-Network Provider will be the greatest of the following:

1. The amount negotiated with In-Network Providers for the Emergency service;
2. The amount for the Emergency service calculated using the same method Anthem generally uses to determine payments for Out-of-Network services but substituting the In-Network cost-sharing for the Out-of-Network cost-sharing; or
3. The amount that would be paid under Medicare for the Emergency service.

If you are admitted to the Hospital from the Emergency Room, be sure that you or your Doctor calls Anthem as soon as possible. We will review your care to decide if a Hospital stay is needed and how many days you should stay. See “Getting Approval for Benefits” for more details. If you or your Doctor do not call us, you may have to pay for services that are determined to be not Medically Necessary.

Treatment you get after your condition has stabilized is not Emergency Care. If you continue to get care from an Out-of-Network Provider, Covered Services will be covered at the Out-of-Network level unless we agree to cover it as an Authorized Service.

## Hearing Services

**Diagnosis and Treatment of Ear Disease or Injury.** Benefits are available for Inpatient and outpatient services to diagnose and treat ear disease or injury. Benefits are also available for the professional services of a hearing care professional or hearing instrument dispenser for the fitting, dispensing, servicing, or sale of hearing aids as stated in “Hearing Aids,” (below).

Certain hearing screenings required by Federal law are covered under the “Preventive Care” benefit. No benefits are available for routine hearing exams for Members with no current symptoms or prior history of a hearing illness, injury or the need for hearing correction.

**Hearing Aids.** Benefits are available for one hearing aid per ear each time a hearing aid prescription changes. “Hearing aid” means any instrument or device designed, intended, or offered for the purpose of improving a person’s hearing and any parts, attachments, or accessories, including ear molds. A hearing aid must be prescribed, fitted, serviced and dispensed by an In-Network Audiologist or other In-Network Provider who is a hearing instrument dispenser or other hearing care professional. Otherwise, no benefits are available.

A hearing care professional is a person who is a licensed audiologist, a licensed hearing aid dispenser, or a licensed Physician.

A hearing instrument dispenser is a person who is a licensed hearing care professional that engages in the selling, practice of fitting, selecting, recommending, dispensing, or servicing of hearing aids or the testing for means of hearing aid selection or who advertises or displays a sign or represents himself or

herself as a person who practices the testing, fitting, selecting, servicing, dispensing, or selling of hearing aids. The “practice of fitting, dispensing, servicing, or sale of hearing aids” means the measurement of human hearing with an audiometer, calibrated to the current American National Standard Institute standards for the purpose of making selections, recommendations, adoptions, services, or sales of hearing aids including the making of ear molds as a part of the hearing aid.

Hearing aids furnished by a licensed durable medical equipment Provider are subject to the cost sharing amounts shown on your Schedule of Benefits for durable medical equipment and are subject to the terms and conditions of “Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics and Medical and Surgical Supplies” earlier in this section.

When hearing aids are furnished by a Provider who is not a licensed durable medical equipment Provider, Covered Services are subject to the same cost sharing amounts shown on your Schedule of Benefits for similar supplies furnished in an office or other outpatient setting.

Charges for batteries, cords, and individual or group auditory training devices and any instrument or device used by a public utility in providing telephone or other communication services are not covered.

Benefits for hearing aids are limited to the Maximum Allowed Amount. Benefits will not exceed the Maximum Allowed Amount for the least expensive service that meets your medical needs. If your service is more costly than is Medically Necessary, you will be responsible for paying the difference between the Maximum Allowed Amount for the least expensive service and the charge for the more expensive service.

## **Home Care Services**

Benefits are available for Covered Services performed by a Home Health Care Agency or other Provider in your home. To be eligible for benefits, you must essentially be confined to the home, as an alternative to a Hospital stay, and be physically unable to get needed medical services on an outpatient basis. Services must be prescribed by a Doctor and the services must be so inherently complex that they can be safely and effectively performed only by qualified, technical, or professional health staff.

Covered Services include but are not limited to:

- Intermittent skilled nursing services by an R.N. or L.P.N.
- Medical / social services
- Diagnostic services
- Nutritional guidance
- Training of the patient and/or family/caregiver
- Home health aide services. You must be receiving skilled nursing or therapy. Services must be given by appropriately trained staff working for the Home Health Care Provider. Other organizations may give services only when approved by us, and their duties must be assigned and supervised by a professional nurse on the staff of the Home Health Care Provider.
- Prenatal and postpartum homemaker visits. Homemaker visits must be Medically Necessary. Otherwise, no benefits are available. For example, if you are confined to bed rest or your activities of daily living are otherwise restricted by order of your In-Network Physician,

prenatal and/or postpartum homemaker visits may be considered Medically Necessary. When determining the Medical Necessity of such services, your Physician will consult with Anthem's case manager.

- Therapy Services (except for chiropractic and osteopathic Manipulation Therapy which will not be covered when given in the home)
- Medical supplies
- Durable medical equipment

## **Home Infusion Therapy**

See "Therapy Services" later in this section.

## **Hospice Care**

The services and supplies listed below are Covered Services when given by a hospice Provider for the palliative care of pain and other symptoms that are part of a terminal disease. Palliative care means care that controls pain and relieves symptoms, but is not meant to cure a terminal illness. Covered Services include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care.
- Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse.
- Social services and counseling services from a licensed social worker.
- Nutritional support such as intravenous feeding and feeding tubes.
- Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist.
- Pharmaceuticals, medical equipment, and supplies needed for the palliative care of your condition, including oxygen and related respiratory therapy supplies.
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Member's death. Bereavement services are available to surviving Members of the immediate family for one year after the Member's death. Immediate family means your spouse, children, stepchildren, parents, brothers and sisters.

Your Doctor and hospice medical director must certify that you are terminally ill and likely have less than six months to live. Your Doctor must agree to care by the hospice Provider and must be consulted in the development of the care plan. The hospice Provider must keep a written care plan on file and give it to us upon request.

Benefits for Covered Services beyond those listed above, such as chemotherapy and radiation therapy given as palliative care, are available to a Member in Hospice Care. These additional Covered Services will be covered under other parts of this Plan.

## **Human Organ and Tissue Transplant (Bone Marrow / Stem Cell) Services**

Your Plan includes coverage for Medically Necessary human organ and tissue transplants. Transplants are covered like any other surgery, under the regular Inpatient and outpatient benefits described elsewhere in this Booklet.

To be eligible for benefits, transplants must be approved *in advance* according to your PCP's Referral and Anthem's Precertification. You and the organ donor must receive services from an In-Network Provider or other Provider as determined by Anthem. Otherwise, no benefits are available.

In this section, you will see the term Covered Transplant Procedure, which is defined below:

## **Covered Transplant Procedure**

Any Medically Necessary human organ, tissue, and stem cell / bone marrow transplants and infusions including necessary acquisition procedures, mobilization, harvest and storage. It also includes Medically Necessary myeloablative or reduced intensity preparative chemotherapy, radiation therapy, or a combination of these therapies.

## **Prior Approval and Precertification**

**To maximize your benefits, you should call Anthem's Transplant Department as soon as you think you may need a transplant to talk about your benefit options. You must do this before you have an evaluation and/or work-up for a transplant.** Anthem will help you maximize your benefits by giving you coverage information, including details on what is covered and if any clinical coverage guidelines, medical policies, or Exclusions apply. Call Customer Service at [1-800-870-3122] and ask for the transplant coordinator. Even when Anthem gives a Prior Approval for the Covered Transplant Procedure, you or your Provider must call Anthem's Transplant Department for Precertification prior to the transplant whether this is performed in an Inpatient or outpatient setting.

Your Doctor must certify, and Anthem must agree that the transplant is Medically Necessary. Anthem's definition of Medical Necessity is stated in the "Definitions" section of this Booklet.

Your Doctor should send a written request for Precertification to Anthem as soon as possible to start this process. If Anthem notifies you that the transplant is not approved and you decide to receive the services, no benefits will be available.

If you or your Doctor do not contact Anthem for Precertification as required and Anthem later determines that the transplant was not Medically Necessary, no benefits will be available.

Please note that there are cases where your Provider asks for approval for HLA testing, donor screening and/or a harvest and storage of stem cells prior to the final decision as to what transplant procedure will be needed. In these cases, the HLA testing and donor screening charges will be covered as routine diagnostic tests. The harvest and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor screening and/or harvest and storage is NOT an approval for the later transplant. A separate Medical Necessity decision will be needed for the transplant.

## **Donor Benefits**

Benefits for an organ donor are as follows:

- When both the person donating the organ and the person getting the organ are our covered Members, each will get benefits under their Plan.
- When the person getting the organ is our covered Member, but the person donating the organ is not, benefits under this Plan are limited to benefits not available to the donor from any other source. This includes, but is not limited to, other insurance, grants, foundations, and government programs.
- If our covered Member is donating the organ to someone who is not a covered Member, benefits are not available under this Plan.

- HLA testing is covered for Members who undergo the testing for the purposes of participating in the National Marrow Donor Program, provided that:
  - The Member meets the criteria for testing established by the National Marrow Donor program,
  - The Member completes and signs an informed consent form that authorizes the results of the test to be used for participation in the National Marrow Donor Program,
  - The Member acknowledges a willingness to be a bone marrow donor if a suitable match is found, and
  - The screening is furnished by an In-Network Provider acting within the scope of the Provider's license

An HLA test is a human leukocyte antigen laboratory test, also referred to as a histocompatibility locus antigen laboratory test. Benefits for HLA testing are limited to the Maximum Allowed Amount as allowed by law. New Hampshire law prohibits Providers to bill, charge, collect a deposit from, seek payment for or reimbursement from, or have recourse against a Member for any portion of the HLA laboratory fee expenses.

Except as described under "Ambulance Services" earlier in this section, no benefits are available for transportation for transplant recipients or donors. No benefits are available for mileage, lodging, meals or other travel costs.

## **Infertility Services**

Please see "Maternity and Reproductive Health Services" later in this section.

## **Inpatient Services**

### **Inpatient Hospital Care**

Covered Services include acute care in a Hospital setting.

Benefits for room, board, and nursing services include:

- A room with two or more beds.
- A private room. The most the Plan will pay for private rooms is the Hospital's average semi-private room rate unless it is Medically Necessary that you use a private room for isolation and no isolation facilities are available.
- A room in a special care unit approved by us. The unit must have facilities, equipment, and supportive services for intensive care or critically ill patients.
- Routine nursery care for newborns during the mother's normal Hospital stay.
- Meals, special diets.
- General nursing services.

Benefits for ancillary services include:

- Operating, childbirth, and treatment rooms and equipment.
- Prescribed Drugs.
- Anesthesia, anesthesia supplies and services given by the Hospital or other Provider.
- Medical and surgical dressings and supplies, casts, and splints.
- Diagnostic services.
- Therapy services.

## **Inpatient Professional Services**

Covered Services include:

- Medical care visits
- Intensive medical care when your condition requires it.
- Care for a health problem by a Doctor who is not your surgeon while you are in the Hospital for surgery. Benefits include care by two or more Doctors during one Hospital stay when the nature or severity of your health problem calls for the skill of separate Doctors.
- A personal bedside exam by another Doctor when asked for by your Doctor. Benefits are not available for staff consultations required by the Hospital, consultations asked for by the patient, routine consultations, phone consultations, or EKG transmittals by phone.
- Surgery and general anesthesia.
- Newborn exam.
- Professional charges to read diagnostic tests such as imaging, pathology reports, and cardiology.

## **Maternity and Reproductive Health Services**

### **Open Access to Obstetrical and Gynecological Care**

You do not need a Referral from your PCP or other Provider and you do not need Precertification from Anthem in order to obtain access to obstetrical or gynecological care from an In- Network Provider who specializes in obstetrics or gynecology. The In-Network Provider, however, may be required to comply with certain procedures, including obtaining Precertification for certain services or following a treatment plan or procedures Precertified by Anthem and procedures for making Referrals. For a list of In-Network Providers who specialize in obstetrics or gynecology, contact Customer Service at [1-800-870-3122] or refer to Anthem's website, [www.anthem.com](http://www.anthem.com).

Examples of obstetrical or gynecological care include:

- Pregnancy tests, routine maternity care (including prenatal care, delivery and postpartum services), care for high risk pregnancies, complications of pregnancy, and care related to postpartum complications,
- An annual gynecological visit (including related laboratory and radiological tests), mammograms or the treatment of endometriosis,
- Follow-up care for obstetrical or gynecological conditions identified in the course of a pregnancy or as a result of an annual gynecological visit,
- Laboratory and x-ray tests and Inpatient admissions ordered by an In-Network Obstetrician/Gynecologist, In-Network APRN or In-Network New Hampshire Certified Midwife (NHCM) for an obstetrical/gynecological condition.

Important notes: Your PCP must furnish the following kinds of care or approve the care in advance, as stated in the "How Your Plan Works" section in this Booklet. Otherwise, no benefits are available for these services:

- Care for general medical conditions. Examples of general medical conditions are: breast or cervical cancer, hemorrhoids (even if related to pregnancy), high blood pressure, diabetes, blood disorders, kidney disorders or digestive tract disorders.
- Obstetrical or gynecological care furnished by an In-Network Provider (such as a family practitioner or urologist) other than an In-Network Provider who specializes in obstetrical/gynecological care.

- Any Out-of-Network care must be approved in advance by your PCP and by Anthem, as explained in the “How Your Plan Works” and “Getting Approval for Benefits” sections in this Booklet.

## Maternity Services

Covered Services include services needed during a normal or complicated pregnancy and for services needed as a result of a miscarriage. Covered maternity services include:

- Professional and Facility services for childbirth in a Facility or the home, including the services of a New Hampshire Certified Midwife.
- Routine nursery care for the newborn during the mother’s normal Hospital stay, including circumcision of a covered male Dependent;
- Prenatal and postnatal services; and
- Fetal screenings, which are genetic and/or chromosomal tests of the fetus, as allowed by Anthem.

Routine prenatal office visits, and other preventive prenatal care and screenings are covered under “Preventive Care” as required by law.

If you are pregnant on your Effective Date and in the first trimester of the pregnancy, you must change to an In-Network Provider to have Covered Services paid at the In-Network level. If you are pregnant on your Effective Date and in your second or third trimester of pregnancy (13 weeks or later) as of the Effective Date, benefits for obstetrical care will be available at the In-Network level even if an Out-of-Network Provider is used if you fill out a request form and send it to us. Call Customer Service at [1-800-870-3122] for a request form. Covered Services will include the obstetrical care given by that Provider through the end of the pregnancy and the immediate post-partum period.

**Important Note About Maternity Admissions:** Under federal law, Anthem may not limit benefits for any Hospital length of stay for childbirth for the mother or newborn to less than forty-eight (48) hours after vaginal birth, or less than ninety-six (96) hours after a cesarean section (C-section). However, federal law as a rule does not stop the mother’s or newborn’s attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours, or ninety-six (96) hours, as applicable. In any case, as provided by federal law, Anthem may not require a Provider to get authorization from Anthem before prescribing a length of stay which is not more than forty-eight (48) hours for a vaginal birth or ninety-six (96) hours after a C-section.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour or 96-hour stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

## Outpatient/office Contraceptive Services

Please see “Preventive Care” (below in this section) for details about outpatient/office contraceptive services.

## Sterilization Services

Benefits include sterilization services and services to reverse a non-elective sterilization that resulted from an illness or injury. Reversals of elective sterilizations are not covered. Sterilization Services for women are covered under the “Preventive Care” benefit.

## Abortion Services

Benefits include services for a therapeutic abortion, which is an abortion recommended by a Provider, performed to save the life or health of the mother, or as a result of incest or rape. The Plan will also cover elective abortions.

## Infertility Services

**Important Note:** Although this Plan offers limited coverage of certain infertility services, it does not cover all forms of infertility treatment. Benefits do not include artificial insemination (AI) services or assisted reproductive technologies (ART) services or the diagnostic tests and Drugs to support AI or ART services. Examples of ART include in-vitro fertilization, zygote intrafallopian transfer (ZIFT), or gamete intrafallopian transfer (GIFT).

Covered Services include diagnostic tests to find the cause of infertility, such as diagnostic laparoscopy, endometrial biopsy, and semen analysis. Benefits also include services to treat the underlying medical conditions that cause infertility (e.g., endometriosis, obstructed fallopian tubes, and hormone deficiency).

## Mental Health and Substance Abuse Services

Covered Services include the following:

- **Inpatient Services** in a Hospital or any Facility that Anthem must cover per New Hampshire law. Inpatient benefits include psychotherapy, psychological testing, convulsive therapy, detoxification, and rehabilitation.
- **Outpatient Services** including diagnosis, treatment, detoxification and rehabilitation services in an outpatient department of a Hospital, an office or by Telemedicine visits or On Line visits. Benefits are available for psychological testing, including but not limited to Medically Necessary psychological testing for bariatric surgery candidates.

Outpatient visits are covered for pervasive developmental disorder or autism. Please see "Autism Services" earlier in this section for important information about other services for pervasive developmental disorder or autism, including applied behavioral analysis.

- **Day Treatment Services** which are services more intensive than outpatient visits but less intensive than an overnight stay in the Hospital.
- **Residential Treatment** which is specialized 24-hour treatment in a residential treatment Facility or intermediate care Facility. It offers individualized and intensive treatment and includes:
  - Observation and assessment by a psychiatrist weekly or more often,
  - Rehabilitation, therapy, education, and recreational or social activities.
- **Additional Benefits** If you exhaust any annual limits shown on the Schedule of Benefits for mental illness, additional benefits are available for Covered Services you receive in treatment of the following biologically-based mental illnesses:
  - Schizophrenia and other psychotic disorders such as, but not limited to, paranoia
  - Schizoaffective disorder
  - major depressive disorder
  - Bipolar disorder
  - Obsessive-compulsive disorder

- Panic disorder
- Pervasive developmental disorder or autism
- Anorexia nervosa
- Bulimia nervosa and
- Chronic post-traumatic stress disorder

[With the exception of any limits stated on the Schedule of Benefits for applied behavioral analysis under “Autism Services”,] [A][a]annual benefit maximums do not apply to the above-listed illnesses.

You can get Covered Services from the following Providers:

- Psychiatrist
- Licensed psychologist
- Neuropsychologist
- Licensed clinical social worker
- Psychiatric Advanced Practice Registered Nurse
- Licensed marriage and family therapist
- Licensed clinical mental health counselor
- Licensed alcohol and drug abuse counselor
- Community Mental Health Center
- Licensed pastoral psychotherapist
- For the treatment of pervasive developmental disorder or autism - An individual who is professionally certified by a national board of behavior analysts or who is under the supervision of a person professionally certified by a national board of behavior analysts
- Short Term General Hospital
- Residential Psychiatric Treatment Facility
- Private or Public Hospital
- Partial Hospitalization or Intensive Outpatient Treatment Program (day treatment program)
- Substance Abuse Treatment Provider

Your PCP may refer you to an In-Network mental health Provider, but PCP Referrals are not required for mental health services.

## Occupational Therapy

Please see “Therapy Services” later in this section.

## Office Visits and Doctor Services

Covered Services include:

**Office Visits** for medical care (including second surgical opinions) to examine, diagnose, and treat an illness or injury.

**Home Visits** for medical care to examine, diagnose, and treat an illness or injury. Please note that Doctor visits in the home are different than the “Home Care” benefit described earlier in this Booklet .

**Retail Health Clinic Care** for limited basic health care services to Members on a “walk-in” basis. These clinics are normally found in major pharmacies or retail stores. Health care services are typically given by Physician’s Assistants or Nurse Practitioners. Services are limited to routine care and treatment of common illnesses for adults and children.

**Walk-In Doctor's Office** for services limited to routine care and treatment of common illnesses for adults and children. You do not have to be an existing patient or have an appointment to use a walk-in Doctor's office.

**Urgent Care** as described in "Urgent Care Services" later in this section.

**Online Visits** when available in your area. Covered Services include a medical visit with the Doctor using the internet by a webcam, chat or voice. Online visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for Referrals to doctors outside the online care panel, benefit precertification, or Doctor to Doctor discussions. Also, see "Telemedicine" later in this section.

**Prescription Drugs Administered in the Office** including travel and rabies vaccines that are not covered under the "Preventive Care" benefit later in this section.

**Prescription Contraceptive Drugs and Devices Administered in the Office** Please see "Preventive Care" below in this section for information about "Outpatient/office contraceptive services."

## Orthotics

Please see "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics and Medical and Surgical Supplies" earlier in this section.

## Outpatient Facility Services

Your Plan includes Covered Services in an:

- Outpatient Hospital,
- Freestanding Ambulatory Facility,
- Mental Health / Substance Abuse Facility, or
- Other Facilities approved by Anthem.

Benefits include Facility and related (ancillary) charges, when proper, such as:

- Surgical rooms and equipment,
- Prescription Drugs, including Specialty Drugs,
- Anesthesia and anesthesia supplies and services given by the Hospital or other Facility,
- Medical and surgical dressings and supplies, casts, and splints,
- Diagnostic services,
- Therapy services.

## Physical Rehabilitation Facility

When you require Inpatient skilled physical rehabilitation in a Facility that is state authorized and licensed to provide physical rehabilitation services and which provides short-term active professional care.

## Physical Therapy

Please see "Therapy Services" later in this section.

## Preventive Care

Preventive care is given during an office visit or as an outpatient. Screenings and other services are covered for adults and children with no current symptoms or history of a health problem.

Members who have current symptoms or a diagnosed health problem will get benefits under the “Diagnostic Services” benefit, not this benefit.

Preventive care services will meet the requirements of federal and state law. Many preventive care services are covered with no Deductible, Copayments or Coinsurance when you use an In-Network Provider. That means Anthem pays 100% of the Maximum Allowed Amount. Covered Services fall under four broad groups:

1. Services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples include screenings for:
  - a. Breast cancer, including mammograms,
  - b. Cervical cancer,
  - c. Colorectal cancer, including routine colonoscopy screening for colorectal cancer,
  - d. High blood pressure,
  - e. High blood pressure,
  - f. Type 2 Diabetes Mellitus,
  - g. Cholesterol,
  - h. Child and adult obesity.
  - i. Nutrition counseling
2. Immunizations for babies, children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
3. Preventive care and screenings for infants, children and adolescents as listed in the guidelines supported by the Health Resources and Services Administration including lead screening; and
4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, including:
  - a. Outpatient/office contraceptive services for women as required by law, such as medical exams related to women’s contraceptive counseling. Services are covered, provided that the services are related to the use of FDA approved contraceptives. Examples of covered contraceptive services are: office visits, consultations, examinations and services related to the use of contraceptive Prescription Drugs, contraceptive injections, IUD insertion or diaphragm fitting.

Prescription contraceptive Drugs and devices for women are Preventive Care services. This includes Generic and single-source Brand Drugs as well as injectable contraceptives and patches. Contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants are also covered. Multi-source Brand Drugs will be covered under the “Prescription Drugs Administered by a Medical Provider” and “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” sections in this Booklet.

No benefits are available for services related to the use of nonprescription contraceptives services such as contraceptive creams and foams, condoms, spermicidal jelly or contraceptive sponges.

- b. Women’s sterilization procedures and counseling.

- c. Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one pump per pregnancy.
  - d. Gestational diabetes screening.
  - e. Annual gynecological exams.
5. Office visits for routine prenatal care.

You may call Customer Service [1-800-870-3122] for more details about these services or view the federal government's web sites, <http://www.healthcare.gov/center/regulations/prevention.html>, <http://www.ahrq.gov/clinic/uspstfix.htm>, and <http://www.cdc.gov/vaccines/recs/acip/>.

## **Prosthetics**

Please see "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics and Medical and Surgical Supplies" earlier in this section.

## **Pulmonary Therapy**

Please see "Therapy Services" later in this section.

## **Radiation Therapy**

Please see "Therapy Services" later in this section.

## **Rehabilitation Services**

Benefits include services in a Hospital, free-standing Facility, Skilled Nursing Facility, or in an outpatient day rehabilitation program.

Covered Services involve a coordinated team approach and several types of treatment, including skilled nursing care, physical, occupational, and speech therapy, and services of a social worker or psychologist.

To be Covered Services, rehabilitation services must involve goals you can reach in a reasonable period of time. Benefits will end when treatment is no longer Medically Necessary and you stop progressing toward those goals.

## **Habilitative Services**

Benefits also include habilitative services that help you keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

## **Respiratory Therapy**

Please see "Therapy Services" later in this section.

## **Skilled Nursing Facility**

When you require Inpatient skilled nursing and related services for convalescent and rehabilitative care, Covered Services are available if the Facility is licensed or certified under state law as a Skilled Nursing Facility. Custodial Care is not a Covered Service.

## Smoking Cessation

Please see the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section later in this Booklet.

## Speech Therapy

Please see “Therapy Services” later in this section.

## Surgery

Your Plan covers surgical services on an Inpatient or outpatient basis, including office surgeries. Covered Services include:

- Accepted operative and cutting procedures;
- Other invasive procedures, such as angiogram, arteriogram, amniocentesis, tap or puncture of brain or spine;
- Endoscopic exams, such as arthroscopy, bronchoscopy, colonoscopy, laparoscopy;
- Treatment of fractures and dislocations;
- Anesthesia and surgical support when Medically Necessary;
- Medically Necessary pre-operative and post-operative care.

### Bariatric Surgery for Conditions Caused by Obesity

Benefits are available for bariatric surgery that is Medically Necessary for the treatment of diseases and ailments caused by or resulting from obesity or morbid obesity. Refer to the “Definitions” section for Anthem’s definition of Medical Necessity. When applying the definition of Medical Necessity to bariatric surgery services, Anthem uses standards that are consistent with qualification and treatment criteria set forth by the American Society for Metabolic and Bariatric Surgery or the American College of Surgeons.

Surgery to treat the condition of obesity itself or morbid obesity itself is not covered under any portion of this Booklet, even if the surgery, service or program is ordered by your physician or performed or ordered by another Provider. This exclusion applies even if the surgery, service or program meets Anthem’s definition of Medical Necessity. Except as stated in this subsection, no benefits are available for bariatric surgery or any other surgery intended to manage or control appetite or body weight.

Please see “Diabetes Management Programs,” “Preventive Care” and the “Outpatient Services” benefit under “Mental Health and Substance Abuse Services” in this section for information about covered non-surgical services for weight management.

No benefits are available for weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this Booklet. This exclusion includes commercial weight loss programs (such as Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

### Oral Surgery

Benefits are available for Medically Necessary oral surgery, including the following:

- Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia;
- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw bone and is Medically Necessary to attain functional capacity of the affected part.
- Oral / surgical correction of accidental injuries as indicated in the “Dental Services” section.

- Surgical services as described in the “Temporomandibular Joint (TMJ) and Craniomandibular Joint Services” section.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.
- Surgical procedures that are Medically Necessary to correct disorders caused by (or resulting in) a specific medical condition such as degenerative arthritis, jaw fractures or jaw dislocations.
- Reconstructive surgery as described below.

Except as stated in this subsection and in the “Dental Services,” “Reconstructive Surgery” and “Temporomandibular Joint (TMJ) and Craniomandibular Joint Services” subsections, no benefits are available for tooth extraction, surgery for impacted teeth or any other care relating to the teeth and supporting structures, such as the gums, tooth sockets in the jaw and the soft or bony portions of upper and lower jaws that contain the teeth.

## **Reconstructive Surgery**

Benefits include reconstructive surgery to correct deformities caused by congenital or developmental abnormalities, illness, injury, an earlier treatment, and to improve bodily function or symptoms or to create a normal appearance. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this Plan.

Benefits are available for breast reconstruction following mastectomy for patients who elect reconstruction. Breast reconstruction can include reconstruction of the breast on which surgery has been performed and surgery and reconstruction of the other breast to produce a symmetrical appearance in the manner chosen by the patient and the physician.

## **Telemedicine**

Telemedicine is the delivery of Covered Services by an In-Network Provider to a Member by means of audio, video or other electronic media for the purposes of diagnosis, consultation or treatment without in-person (face to face) contact between the Provider and Member. Telemedicine does not include the use of audio-only telephone or facsimile.

Benefits are available for telemedicine service provided that all of the following conditions are met:

- The services would be covered if they were delivered during an in-person consultation instead of by telemedicine, and
- The services must be Medically Necessary as defined in the “Definitions” section of this Booklet, and
- Both the In-Network Provider and the Member must be present and participating during a telemedicine service.

The Maximum Allowed Amount for telemedicine services includes the Provider’s professional services and costs associated with operating the Provider’s practice. Unless additional benefits would be available if services were delivered during an in-person consultation instead of by telemedicine, no additional benefits are available for costs such as a Provider’s or Member’s telephone and/or facsimile or e-mail transmissions, technology hardware or software costs, office, facility or home operating costs or other site location costs, fees for use of a facility or costs for equipment or for the services of vendors, including electronic/internet service Provider costs. Also, refer to “Online Visits” under “Office Visits and Doctor Services” above in this section.

## Temporomandibular Joint (TMJ) and Craniomandibular Joint Services

Benefits are available for the care of temporomandibular and craniomandibular disorders. The temporomandibular joint connects the lower jaw to the temporal bone at the side of the head and the craniomandibular joint involves the head and neck muscles.

Covered Services include removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services. Covered Services do not include fixed or removable appliances that involve movement or repositioning of the teeth, repair of teeth (fillings), or prosthetics (crowns, bridges, dentures).

## Therapy Services

### Physical Medicine Therapy Services

Your Plan includes coverage for the therapy services described below. To be a Covered Service, the therapy must improve your level of function within a reasonable period of time. Covered Services include:

- **Physical therapy** – Care by physical means to ease pain, restore health, and to avoid disability after an illness, injury, or loss of an arm or a leg. It includes hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices.
- **Speech therapy and speech-language pathology (SLP) services** – Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy will develop or treat communication or swallowing skills to correct a speech impairment.  
**Occupational therapy** – Care to restore a physically disabled person's ability to do activities of daily living, such as walking, eating, drinking, dressing, using the toilet, moving from a wheelchair to a bed, and bathing. It also includes care for tasks needed for the person's job. Occupational therapy does not include recreational or vocational therapies, such as hobbies, arts and crafts.
- **Osteopathic Manipulation therapy** – Includes therapy to treat problems of the bones, joints, and the back. Osteopathic therapy focuses on the joints and surrounding muscles, tendons and ligaments.

### Early Intervention Services

Early intervention services are covered for eligible Members from birth to the Member's third birthday. Eligible Members are those with an identified developmental disability and/or delay. Covered Services include Medically Necessary services furnished by licensed occupational and physical therapists, licensed speech-language pathologists and licensed clinical social workers.

### Other Therapy Services

Benefits are also available for:

- **Cardiac Rehabilitation** – Medical evaluation, training, supervised exercise, and psychosocial support to care for you after a cardiac event (heart problem). Benefits do not include home programs, on-going conditioning, or maintenance care.
- **Chemotherapy** – Treatment of an illness by chemical or biological antineoplastic agents. See the "Prescription Drugs Administered by a Medical Provider" section for more details.
- **Dialysis** – Services for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Covered Services include dialysis treatments in an outpatient dialysis Facility. Covered Services also include home dialysis and training for you and the person who will help you with home self-dialysis.
- **Infusion Therapy** – Nursing, durable medical equipment and Drug services that are delivered and administered to you through an I.V. in your home. Also includes Total Parenteral Nutrition (TPN), Enteral nutrition therapy, antibiotic therapy, pain care and chemotherapy. May include injections

(intra-muscular, subcutaneous, continuous subcutaneous). See the “Prescription Drugs Administered by a Medical Provider” section for more details.

- **Pulmonary Rehabilitation** – Includes outpatient short-term respiratory care to restore your health after an illness or injury.
- **Radiation Therapy** – Treatment of an illness by x-ray, radium, or radioactive isotopes. Covered Services include treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources), materials and supplies needed, and treatment planning.
- **Respiratory Therapy** – Includes the use of dry or moist gases in the lungs, nonpressurized inhalation treatment; intermittent positive pressure breathing treatment, air or oxygen, with or without nebulized medication, continuous positive pressure ventilation (CPAP); continuous negative pressure ventilation (CNP); chest percussion; therapeutic use of medical gases or Drugs in the form of aerosols, and equipment such as resuscitators, oxygen tents, and incentive spirometers; broncho- pulmonary drainage and breathing exercises.

Also, please see “Autism Services” earlier in this section.

## Transplant Services

See “Human Organ and Tissue Transplant” earlier in this section.

## Urgent Care Services

Often an urgent rather than an Emergency health problem exists. An urgent health problem means a medical or mental health condition or symptomatic illness of a covered person that if not treated within 48 hours presents a risk of serious harm.

Benefits for urgent care include:

- X-ray services;
- Care for broken bones;
- Tests such as flu, urinalysis, pregnancy test, rapid strep;
- Lab services;
- Stitches for simple cuts; and
- Draining an abscess.

## Vision Services For Members Through Age 18

The vision benefits described in this section only apply to Members through age 18.

### Routine Eye Exam

This Plan covers a complete eye exam with dilation, as needed. The exam is used to check all aspects of your vision, including the structure of the eyes and how well they work together.

### Eyeglass Lenses

This Plan also covers a choice of eyeglass lenses. Benefits include factory scratch coating.

Covered eyeglass lenses include standard plastic (CR39) lenses up to 55mm in:

- Single vision
- Bifocal
- Trifocal (FT 25-28)
- Progressive

## Frames

A selection of frames is covered under this Plan. Members must choose a frame from the Anthem formulary.

## Contact Lenses

The Plan offers the following benefits for contact lenses:

- Elective Contact Lenses – Contacts chosen for comfort or appearance;
- Non-Elective Contact Lenses – Only for the following medical conditions:
  - Keratoconus when your vision is not correctable to 20/40 in either or both eyes using standard spectacle lenses.
  - High Ametropia exceeding -12D or +9D in spherical equivalent.
  - Anisometropia of 3D or more.
  - When your vision can be corrected three lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses.

**Special Note:** Benefits are not available for non-elective contact lenses if the Member has undergone prior elective corneal surgery, such as radial keratotomy (RK), photorefractive keratectomy (PRK), or LASIK.

This Plan only covers a choice of contact lenses or eyeglasses, but not both. If you choose contact lenses during a Benefit Period, no benefits will be available for eyeglasses until the next Benefit Period. If you choose eyeglasses during a Benefit Period, no benefits will be available for contact lenses until the next Benefit Period.

## Vision Services (All Members / All Ages)

Benefits include medical and surgical treatment of injuries and illnesses of the eye. Certain vision screenings required by Federal law are covered under the "Preventive Care" benefit.

Benefits do not include glasses or contact lenses except as stated above in "Vision Services For Members Through Age 18" and in "Prosthetics" under the "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies" benefit earlier in this section. Benefits for routine vision exams are covered only as stated above in "Vision Services For Members Through Age 18." Routine vision exams for Members 19 and older are not covered.

## Prescription Drugs Administered by a Medical Provider

Your Plan covers Prescription Drugs when they are administered to you as part of a doctor's visit, home care visit, or at an outpatient Facility. This includes Drugs for infusion therapy, chemotherapy, Specialty Drugs, blood products, contraceptive Prescription Drugs and devices and other office-based injectables that must be administered by a Provider. This section applies when your Provider orders the medicine and administers it to you. Benefits for Drugs that you inject or get at a Pharmacy (i.e., self-administered injectable Drugs) are not covered under this section. Benefits for those Drugs are described in the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" section.

**Note:** When Prescription Drugs are covered under this benefit, they will not also be covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" benefit. Also, if Prescription Drugs are covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" benefit, they will not be covered under this benefit.

### Important Details About Prescription Drug Coverage

Your Plan includes certain features to determine when Prescription Drugs should be covered, which are described below. As part of these features, your prescribing Doctor may be asked to give more details before Anthem can decide if the Drug is Medically Necessary. Anthem may also set quantity and/or age limits for specific Prescription Drugs or use recommendations made as part of our Medical Policy and Technology Assessment Committee and/or Pharmacy and Therapeutics Process. Anthem's definition of Medical Necessity is found in the "Definitions" section of this Booklet.

### Prior Authorization

Prior Authorization may be needed for certain Prescription Drugs to make sure proper use and guidelines for Prescription Drug coverage are followed. Anthem will contact your Provider to get the details needed to decide if Prior Authorization should be given. Anthem will give the results of the decision to both you and your Provider.

If Prior Authorization is denied you have the right to file an appeal as outlined in the "Appeal and External Review Procedures" section of this Booklet.

For a list of Drugs that need prior authorization, please call Customer Service at [1-800-807-3122]. The list will be reviewed and updated from time to time. Including a Drug or related item on the list does not promise coverage under your Plan. Your Provider may check with Anthem to verify Drug coverage, to find out whether any quantity (amount) and/or age limits apply, and to find out which Brand or Generic Drugs are covered under the Plan.

### Step Therapy

Step therapy is a process in which you may need to use one type of Drug before Anthem will cover another. Anthem checks certain Prescription Drugs to make sure that proper prescribing guidelines are followed. These guidelines help you get high quality and cost effective Prescription Drugs. If a Doctor decides that a certain Drug is needed, prior authorization will apply.

### Therapeutic Substitution

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. Anthem may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. Anthem has a therapeutic Drug substitutes list, which Anthem reviews and updates from time to time. For questions or issues about therapeutic Drug substitutes, call Customer Service at [1-800-870-3122].

## Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy

Your Plan also includes benefits for Prescription Drugs you get at a Retail or Home Delivery (Mail Order) Pharmacy. Anthem uses a Pharmacy Benefits Manager (PBM) to manage these benefits. The PBM has a network of Retail Pharmacies, a Home Delivery (Mail Order) Pharmacy, and a Specialty Pharmacy. The PBM works to make sure Drugs are used properly. This includes checking that Prescriptions are based on recognized and appropriate doses and checking for Drug interactions or pregnancy concerns.

**Please note:** Benefits for Prescription Drugs, including Specialty Drugs, which are administered to you in a medical setting (e.g., Doctor's office, home care visit, or outpatient Facility) are covered under the "Prescription Drugs Administered by a Medical Provider" benefit. Please read that section for important details.

### Prescription Drug Benefits

As described in the "Prescription Drugs Administered by a Medical Provider" section, Prescription Drug benefits may depend on reviews to decide when Drugs should be covered. These reviews may include step therapy and therapeutic substitution. The Prior Authorization process for Prescriptions purchased at a Retail or Home Delivery (Mail Order) Pharmacy are described below in this section. Your In-Network Pharmacist will be told of any rules when you fill a Prescription, and will be also told about any details Anthem needs to decide benefits.

### Covered Prescription Drugs

To be a Covered Service, Prescription Drugs must be approved by the Food and Drug Administration (FDA) and, under federal law, require a Prescription. Prescription Drugs must be prescribed by a licensed Provider and you must get them from a licensed Pharmacy.

Benefits are available for the following:

- Prescription Legend Drugs from either a Retail Pharmacy or the PBM's Home Delivery Pharmacy including Drugs prescribed for the treatment of pervasive developmental disorder or autism;
- Specialty Drugs;
- Self-administered injectable Drugs. These are Drugs that do not need administration or monitoring by a Provider in an office or Facility. Office-based injectables and infused Drugs that need Provider administration and/or supervision are covered under the "Prescription Drugs Administered by a Medical Provider" benefit;
- Self-injectable insulin and supplies and equipment used to administer insulin and prescribed oral diabetes medications;
- Self-administered human growth hormones to treat children with short stature who have an absolute deficiency in natural growth hormone. Benefits are also available to treat children with short stature who have chronic renal insufficiency and who do not have a functioning renal transplant.
- Self-administered contraceptive Drugs and devices, including oral contraceptive Drugs, self-injectable contraceptive Drugs, contraceptive patches, and contraceptive rings. Certain contraceptives are covered under the "Preventive Care" benefit in the "What's Covered" section when furnished by an In-Network Pharmacy. Please see that section for more details;
- Vitamin supplements that require a prescription by law;
- Flu Shots (including administration);
- Prescription Drugs that help you stop smoking or reduce your dependence on tobacco products. These Drugs will be covered under the "Preventive Care" benefit in the "What's Covered" section when furnished by an In-Network Pharmacy. ;

- Smoking cessation products and over the counter nicotine replacement products (limited to nicotine patches and gum) when obtained with a Prescription. These products will be covered under the “Preventive Care” benefit in the “What’s Covered” section when furnished by an In-Network Pharmacy. .

Benefits are available for Prescription Drugs prescribed for off-label use if recognized for treatment of the indication in one of the standard reference compendia; or in the medical literature, as recommended by current American Medical Association policies. However, no benefits are available for a Drug Prescribed for off-label use if the FDA has determined its use to be contraindicated for the prescribed use.

Benefits include Covered Prescription Drugs that are given to you while you participate in an approved clinical trial. An “approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated. The Experimental/Investigational Drug itself is not covered. For more information, please see the “Clinical Trials” benefit in the “What’s Covered” section.

## **Where You Can Get Prescription Drugs**

### **In-Network Pharmacy**

Benefits are available for covered Prescriptions when purchased at an In-Network Retail Pharmacy, the PBM’s Home Delivery (Mail Order) Pharmacy or the PBM’s Specialty Pharmacy. In-Network Pharmacies accept Anthem’s allowable benefit as payment in full for Covered Services. For a list of Pharmacies in the network, please visit Anthem’s website [[www.anthem.com](http://www.anthem.com)].

Give the In-Network Pharmacy the prescription from your Doctor and your Identification Card and they will file your claim for you. You will need to pay any Copayment, Coinsurance, and/or Deductible that applies when you get the Drug. If you do not have your Identification Card, the Pharmacy will charge you the full retail price of the Prescription and will not be able to file the claim for you. You will need to ask the Pharmacy for a detailed receipt and send it to Anthem with a written request for payment.

### **Specialty Pharmacy**

If you need a Specialty Drug, you or your Doctor should order it from the PBM’s Specialty Pharmacy. We keep a list of Specialty Drugs that may be covered based upon clinical findings from the Pharmacy and Therapeutics (P&T) Process, and where appropriate, certain clinical economic reasons. This list will change from time to time.

The PBM’s Specialty Pharmacy has dedicated patient care coordinators to help you take charge of your health problem and offers toll-free twenty-four hour access to nurses and pharmacists to answer your questions about Specialty Drugs.

When you use the PBM’s Specialty Pharmacy a patient care coordinator will work with you and your Doctor to get Prior Authorization and to ship your Specialty Drugs to you or your Doctor’s office. Your patient care coordinator will also tell you when it is time to refill your prescription.

You can get the list of covered Specialty Drugs by calling Customer Service at [1-800-870-3122] or check Anthem’s website at [[www.anthem.com](http://www.anthem.com)].

## Home Delivery Pharmacy

The PBM also has a Home Delivery Pharmacy which lets you get certain Drugs by mail if you take them on a regular basis. You will need to contact the PBM to sign up when you first use the service. You can mail written Prescriptions from your Doctor or have your Doctor send the Prescription to the Home Delivery Pharmacy. Your Doctor may also call the Home Delivery Pharmacy. You will need to send in any Copayments, Deductible, or Coinsurance amounts that apply when you ask for a Prescription or refill.

**Home Delivery Choice for Maintenance Drugs** – If you are taking a Maintenance Medication, you may get the first 30 day supply and up to two additional 30 day refill(s) of the same Maintenance Medication at your local Retail Pharmacy. You must contact the Home Delivery Pharmacy before the fourth refill and tell them if you would like to keep getting your Maintenance Medications from your local Retail Pharmacy or if you would like to use the Home Delivery Pharmacy. You will have to pay the full retail cost of any Maintenance Medication you get without registering your choice each year through the Home Delivery Pharmacy. You can tell us your choice by phone at [1-888-772-5188] or by visiting Anthem's website at [www.anthem.com].

A Maintenance Medication is a Drug you take on a regular basis to treat or control a chronic illness such as heart disease, high blood pressure, epilepsy, or diabetes. If you are not sure if the Prescription Drug you are taking is a Maintenance Medication, please call Customer Service [1-800-870-3122] or check our website at [www.anthem.com].

## What You Pay for Prescription Drugs

### Tiers

Your share of the cost for Prescription Drugs may vary based on the tier the Drug is in.

- Tier 1 Drugs have the lowest Coinsurance or Copayment. This tier contains low cost and preferred Drugs that may be Generic, single source Brand Drugs, or multi-source Brand Drugs.
- Tier 2 Drugs have a higher Coinsurance or Copayment than those in Tier 1. This tier contains preferred Drugs that may be Generic, single source Brand Drugs, or multi-source Brand Drugs.
- Tier 3 Drugs have a higher Coinsurance or Copayment than those in Tier 2. This tier contains non-preferred and high cost Drugs. This includes Drugs considered Generic, single source Brand Drugs and multi-source Brand Drugs.

Anthem assigns Drugs to tiers based on clinical findings from the Pharmacy and Therapeutics (P&T) Process. Anthem decides coverage for doses and administration methods (i.e., by mouth, shots, topical, or inhaled) according to the definition of Medical Necessity stated in the "Definitions" section of this Booklet. Anthem may cover one form of administration instead of another, or put other forms of administration in a different tier.

### Prescription Drug List

We also have an Anthem Prescription Drug List, (a formulary), which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost effectiveness. Benefits may not be covered for certain Drugs if they are not on the Prescription Drug List.

The Drug List is developed by us based upon clinical findings, and where proper, the cost of the Drug relative to other Drugs in its therapeutic class or used to treat the same or similar condition. It is also based on the availability of over the counter medicines, Generic Drugs, the use of one Drug over another by our Members, and where proper, certain clinical economic reasons.

Anthem decides coverage for doses and administration methods (i.e., by mouth, shots, topical, or inhaled) according to the definition of Medical Necessity stated in the “Definitions” section of this Booklet.

If you are affected by a deletion to the Prescription Drug List, Anthem will notify you at least 45 days before the change is made.

## **Additional Features of Your Prescription Drug Pharmacy Benefit**

### **Day Supply and Refill Limits**

Certain day supply limits apply to Prescription fills and refills.

You may fill or refill Prescriptions up to a 90-day supply at one time, provided that the Prescription is for a Covered Service, the quantity is ordered by your Physician, does not require Prior Authorization from Anthem and you can demonstrate that you have taken the Drug for a continuous period of one year. Otherwise, Retail Pharmacy and Specialty Pharmacy purchases may be limited to a 30-day supply per fill or refill.

Law regulates supplies of controlled substances. To be eligible for benefits, they must be purchased at a Retail Pharmacy. They cannot be purchased from a Home Delivery Pharmacy.

Covered Maintenance Medications may be filled or refilled up to a 90-day supply at the PBM’s Home Delivery Pharmacy.

In most cases, you must use a certain amount of your Prescription before it can be refilled. In some cases Anthem may let you get an early refill. For example, Anthem may let you refill your Prescription early if it is decided that you need a larger dose. Anthem will work with the Pharmacy to decide when this should happen.

If you are going on vacation and you need more than the day supply allowed, you should ask your pharmacist to call Anthem’s PBM at [1-800-338-6180] and ask for an override for one early refill. If you need more than one early refill, please call Customer Service at [1-800-870-3122].

### **Half-Tablet Program**

The Half-Tablet Program lets you pay a reduced Copayment on selected “once daily dosage” Drugs on Anthem’s approved list. The program lets you get a 30-day supply (15 tablets) of the higher strength Drug when the Doctor tells you to take a “½ tablet daily.” The Half-Tablet Program is strictly voluntary and you should talk to your Doctor about the choice when it is available. To get a list of the Drugs in the program call Customer Service at [1-800-870-3122].

### **Special Programs**

From time to time Anthem may offer programs to support the use of more cost-effective or clinically effective Prescription Drugs including Generic Drugs, Home Delivery Drugs, over the counter drugs or preferred products. Such programs may reduce or waive Copayments or Coinsurance for a limited time.

### **Prior Authorization**

In-Network Pharmacies are notified about Drugs that require Prior Authorization at the time you fill your Prescription. The In-Network Pharmacist may contact the Pharmacy Benefits Manager at [1-800-338-6180].

If your Physician has not obtained Prior Authorization and he/she is not available at the time of dispensing, the In-Network Pharmacist will contact the Pharmacy Benefits Manager. If clinical information is not required to fill your Prescription, the authorization will be approved.

If your Physician has not obtained Prior Authorization and he/she is not available at the time of dispensing, the In-Network Pharmacist will contact the Pharmacy Benefits Manager. If clinical information is required, your Prescription may not be immediately filled. The Pharmacy Benefits Manager will contact the prescribing Physician and respond to your Physician within 48 hours of receipt of the supporting clinical rationale.

Out-of-Network Pharmacies are not notified about Drugs that require Prior Authorization. If the Pharmacy Benefits Manager determines that clinical information is required, your prescribing Physician will be required to submit supporting clinical information before your claim can be processed. Anthem will respond to your Physician within 48 hours of receipt of the clinical information.

A non-formulary Prescription is a Prescription that is not on Anthem's Prescription Drug List. Coverage is available for non-formulary Prescriptions only if the prescribed service is a Covered Service as stated in section, is not subject to an exclusion stated in this Booklet and you obtain Prior Authorization from Anthem. Otherwise, no benefits are available and you are responsible for paying the full cost of the non-formulary Prescription. Non-formulary Prescriptions authorized according to the terms of this subsection will be subject to the Tier 3 Copayment shown on the Schedule of Benefits.

The authorization of a Prescription Drug does not modify the Prescription Drug List. Inclusion of a Drug or related item on the Prescription Drug List is not a guarantee of coverage. Coverage is subject to all of the terms of this Booklet. The "Appeal and External Review Procedures" outlined in this Booklet is available if you disagree with Anthem's Prior Authorization decision.

## What's Not Covered

In this section you will find a review of items that are not covered by your Plan. Excluded items will not be covered even if the service, supply, or equipment is Medically Necessary. This section is only meant to be an aid to point out certain items that may be misunderstood as Covered Services. This section is not meant to be a complete list of all the items that are excluded by your Plan.

Anthem determines whether services or supplies are Medically Necessary based on the definition of Medical Necessity found in the "Definitions" section.

- 1) **Acts of War, Riot or Insurrection.** Benefits will not be given for any illness or injury that is a result of war or act of war (whether declared or undeclared), service in the armed forces or units auxiliary to it, or as a result of your participation in a riot or insurrection.
- 2) **Administrative Charges**
  - a) **Charges to complete claim forms,**
  - b) **Charges to get medical records or reports,**
  - c) Membership, administrative, or access fees charged by Doctors or other Providers. Examples include, but are not limited to, fees for educational brochures or calling you to give you test results.
- 3) **Alternative / Complementary Medicine** Services or supplies for alternative or complementary medicine. This includes, but is not limited to:
  - a. Acupuncture,
  - b. Holistic medicine,
  - c. Homeopathic medicine,
  - d. Hypnosis,
  - e. Aroma therapy,
  - f. Massage and massage therapy,
  - g. Reiki therapy,
  - h. Herbal, vitamin or dietary products or therapies,
  - i. Naturopathy,
  - j. Thermography,
  - k. Orthomolecular therapy,
  - l. Contact reflex analysis,
  - m. Bioenergetic synchronization technique (BEST),
  - n. Iridology-study of the iris,
  - o. Auditory integration therapy (AIT),
  - p. Colonic irrigation,
  - q. Magnetic innervation therapy,
  - r. Electromagnetic therapy,
  - s. Neurofeedback / Biofeedback.
- 4) **Before Effective Date or After Termination Date** Charges for care you get before your Effective Date or after your coverage ends, except as written in this Plan.
- 5) **Charges Over the Maximum Allowed Amount** Charges over the Maximum Allowed Amount for Covered Services.

- 6) **Charges Not Supported by Medical Records** Charges for services not described in your medical records.
- 7) **Complications of Non-Covered Services** Care for problems directly related to a service that is not covered by this Plan. Directly related means that the care took place as a direct result of the non-Covered Service and would not have taken place without the non-Covered Service.
- 8) **Cosmetic Services** Treatments, services, Prescription Drugs, equipment, or supplies given for cosmetic services. Cosmetic services are meant to preserve, change, or improve how you look or are given for psychiatric, psychological, or social reasons. No benefits are available for surgery or treatments to change the texture or look of your skin or to change the size, shape or look of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts).
- This Exclusion does not apply to “Reconstructive Surgery” as stated under “Surgery” in the “What’s Covered” section.
- 9) **Criminal Felony** Treatment of an injury or illness that results from a felony crime you committed, or tried to commit. This Exclusion does not apply if you were the victim of a crime, including domestic violence.
- 10) **Custodial Care** Custodial Care, convalescent care or rest cures. This Exclusion does not apply to Hospice services.
- 11) **Dental Treatment** Dental treatment, except as listed below.
- Excluded treatment includes but is not limited to preventive care and fluoride treatments; dental X-rays, supplies, appliances and all associated costs; and diagnosis and treatment for the teeth, jaw or gums such as:
- Removing, restoring, or replacing teeth;
  - Medical care or surgery for dental problems (unless listed as a Covered Service in this Booklet);
  - Services to help dental clinical outcomes.
- Dental treatment for injuries that are a result of biting or chewing is also excluded.
- This Exclusion does not apply to services that we must cover by law or to the “Dental Services” described in the “What’s Covered” section of this Booklet.
- 12) **Educational Services** Services or supplies for teaching, vocational, or self-training purposes, except as listed in this Booklet.
- 13) **Experimental or Investigational Services** Services or supplies that are Experimental / Investigational as defined in the “Definitions” section of this Booklet. Except as stated under “Clinical Trials” in the “What’s Covered” section, this exclusion also applies to services related to Experimental / Investigational services, whether you get them before, during, or after you get the Experimental / Investigational service or supply.
- The fact that a service or supply is the only available treatment will not make it Covered Service if it is Experimental / Investigational.
- 14) **Eyeglasses and Contact Lenses** Eyeglasses and contact lenses to correct your eyesight unless listed as covered in this Booklet. This Exclusion does not apply to lenses needed after a covered eye surgery.
- 15) **Eye Exercises** Orthoptics and vision therapy.
- 16) **Eye Surgery** Eye surgery to fix errors of refraction, such as near-sightedness. This includes, but is not limited to, LASIK, radial keratotomy or keratomileusis, and excimer laser refractive keratectomy.
- 17) **Family Members** Services prescribed, ordered, referred by or given by a member of your immediate family, including your spouse, child, brother, sister, parent, in-law, or self.

- 18) **Foot Care** Routine foot care unless Medically Necessary. This Exclusion applies to cutting or removing corns and calluses; trimming nails; cleaning and preventive foot care, including but not limited to:
- a) Cleaning and soaking the feet.
  - b) Applying skin creams to care for skin tone.
  - c) Other services that are given when there is not an illness, injury or symptom involving the foot.
- 19) **Foot Orthotics** Foot orthotics, orthopedic shoes or footwear or support items unless used for an illness affecting the lower limbs, such as severe diabetes.
- 20) **Foot Surgery** Surgical treatment of flat feet; subluxation of the foot; weak, strained, unstable feet; tarsalgia; metatarsalgia; hyperkeratoses.
- 21) **Free Care** Services you would not have to pay for if you didn't have this Plan. This includes, but is not limited to government programs, services during a jail or prison sentence, services you get from Workers Compensation, and services from free clinics.
- If Workers' Compensation benefits are not available to you, this Exclusion does not apply. This Exclusion will apply if you get the benefits in whole or in part. This Exclusion also applies whether or not you claim the benefits or compensation, and whether or not you get payments from any third party.
- 22) **Health Club Memberships and Fitness Services** Health club memberships, workout equipment, charges from a physical fitness or personal trainer, or any other charges for activities, equipment, or facilities used for physical fitness, even if ordered by a Doctor. This Exclusion also applies to health spas.
- 23) **Home Care**
- a) Services given by registered nurses and other health workers who are not employees of or working under an approved arrangement with a Home Health Care Provider.
  - b) Private duty nursing.
  - c) Food, housing, and home delivered meals.
  - d) Homemaker services, except for the homemaker visits described in the "What's Covered" section under "Home Care" (prenatal and post partum visits) and under "Hospice."
- 24) **Infertility Treatment** Infertility testing, treatment or procedures not specified in this Booklet.
- 25) **Maintenance Therapy** Treatment given when no further gains are clear or likely to occur. Maintenance therapy includes care that helps you keep your current level of function and prevents loss of that function, but does not result in any change for the better.
- 26) **Medical Equipment and Supplies**
- a) Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
  - b) Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.
  - c) Non-Medically Necessary enhancements to standard equipment and devices.
- 27) **Missed or Cancelled Appointments** Charges for missed or cancelled appointments.
- 28) **Non-Medically Necessary Services** Services that are not Medically Necessary as defined in the "Definitions" section of this Booklet.
- 29) **Nutritional or Dietary Supplements** Nutritional and/or dietary supplements, except as described in this Booklet or that we must cover by law. This Exclusion includes, but is not limited to, nutritional formulas and dietary supplements that you can buy over the counter and those you can get without a written Prescription or from a licensed pharmacist.

- 30) **Out-of-Network Care** Services from a Provider that is not in Anthem's network. This does not apply to Emergency Care, Urgent Care, or Authorized Services.
- 31) **Personal Care and Convenience**
- a) Items for personal comfort, convenience, protection, cleanliness such as air conditioners, humidifiers, water purifiers, sports helmets, raised toilet seats, and shower chairs,
  - b) First aid supplies and other items kept in the home for general use (bandages, cotton-tipped applicators, thermometers, petroleum jelly, tape, non-sterile gloves, heating pads),
  - c) Home work out or therapy equipment, including treadmills and home gyms,
  - d) Pools, whirlpools, spas, or hydrotherapy equipment.
  - e) Hypo-allergenic pillows, mattresses, or waterbeds,
  - f) Residential, auto, or place of business structural changes (ramps, lifts, elevator chairs, escalators, elevators, stair glides, emergency alert equipment, handrails).
- 32) **Private Duty Nursing** Private Duty Nursing Services.
- 33) **Prosthetics** Prosthetics for sports or cosmetic purposes.
- 34) **Providers** Services you get from a non-covered Provider, as defined in this Booklet. Examples of non-covered Providers include, but are not limited to, masseurs or masseuses (massage therapists), physical therapist technicians, and athletic trainers.
- 35) **Sex Change** Services and supplies for a sex change and/or the reversal of a sex change.
- 36) **Sexual Dysfunction** Services or supplies for male or female sexual problems.
- 37) **Smoking Cessation Programs** Programs to help you stop smoking.
- 38) **Stand-By Charges** Stand-by charges of a Doctor or other Provider.
- 39) **Reversal of Elective Sterilization**
- 40) **Surrogate Mother Services** Services or supplies for a person not covered under this Plan for a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).
- 41) **Temporomandibular Joint Treatment** Fixed or removable appliances which move or reposition the teeth, fillings, or prosthetics (crowns, bridges, dentures).
- 42) **Travel Costs** Mileage, lodging, meals, and other Member-related travel costs except as described under "Ambulance Services" in the "What's Covered" section of this Booklet.
- 43) **Vein Treatment** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) for cosmetic purposes.
- 44) **Vision Services**
- a) Vision services for Members age 19 or older, unless listed as covered in this Booklet.
  - b) Eyeglass lenses, frames, or contact lenses for Members age 19 and older, unless listed as covered in this Booklet.
  - c) Safety glasses and accompanying frames.
  - d) For two pairs of glasses in lieu of bifocals.
  - e) Plano lenses (lenses that have no refractive power)
  - f) Lost or broken lenses or frames if the Member has already received benefits during a Benefit Period.
  - g) Vision services not listed as covered in this Booklet.

- h) Cosmetic lenses or options.
  - i) Blended lenses.
  - j) Oversize lenses.
  - k) Sunglasses and accompanying frames.
  - l) For services or supplies combined with any other offer, coupon or in-store advertisement.
  - m) For Members through age 18, no benefits are available for frames not on the Anthem formulary.
  - n) Certain frames in which the manufacturer imposes a no discount policy.
- 45) **Weight Loss Programs** Programs, whether or not under medical supervision, unless listed as covered in this Booklet.

**This Exclusion includes**, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

This Exclusion does not apply to the “Diabetes Management” or “Preventive Care” benefits or to “Surgery for conditions caused by obesity” under “Surgery” in the “What’s Covered” section.

### **What’s Not Covered Under Your Prescription Drug Retail or Home Delivery (Mail Order) Pharmacy Benefit**

In addition to the above Exclusions, certain items are not covered under the Prescription Drug Retail or Home Delivery (Mail Order) Pharmacy benefit:

1. **Administration Charges** Charges for the administration of any Drug except for covered immunizations as approved by Anthem or the PBM.
2. **Clinically-Equivalent Alternatives** Certain Prescription Drugs may not be covered if you could use a clinically equivalent Drug, unless required by law. “Clinically equivalent” means Drugs that for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Drug is covered and which Drugs fall into this group, please call Customer Service at [1-800-870-3122] or visit our website at [www.anthem.com](http://www.anthem.com).  
  
If you or your Doctor believes you need to use a different Prescription Drug, please have your Doctor or pharmacist get in touch with Anthem to request Prior Authorization. The Prior Authorization process is stated under “Additional Features of Your Prescription Drug Pharmacy Benefit” in the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section.
3. **Compound Drugs** Compound Drugs unless there is at least one ingredient that you need a prescription for, and the Drug is not essentially a copy of a commercially available drug product.
4. **Contrary to Approved Medical and Professional Standards** Drugs given to you or prescribed in a way that is against approved medical and professional standards of practice.
5. **Cosmetic Drugs Agents or medications used for cosmetic purposes**
6. **Delivery Charges** Charges for delivery of Prescription Drugs.
7. **Drugs Given at the Provider’s Office / Facility** Drugs you take at the time and place where you are given them or where the Prescription order is issued. This includes samples given by a Doctor. This Exclusion does not apply to Drugs used with a diagnostic service, Drugs given during chemotherapy in the office as described in the “Prescription Drugs Administered by a Medical Provider” section, or Drugs covered under the “Medical and Surgical Supplies” benefit in the “What’s Covered” section - they are Covered Services.
8. **Drugs That Do Not Need a Prescription** Drugs that do not need a prescription by federal law (including Drugs that need a prescription by state law, but not by federal law), except for injectable insulin.

9. **Drugs Over Quantity or Age Limits** Drugs in quantities which are over the limits set by the Plan, or which are over any age limits set by the Plan.
10. **Drugs Over the Quantity Prescribed or Refills After One Year** Drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original Prescription Order.
11. **Fluoride Treatments** Topical and oral fluoride treatments.
12. **Infertility Hormones and Infertility Drugs.**
13. **Items Covered as Durable Medical Equipment (DME)** Therapeutic DME, devices and supplies except peak flow meters, spacers, blood glucose monitors and contraceptive devices. Items not covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" may be covered under the "Durable Medical Equipment and Medical Supplies" benefit in the "What's Covered" section. Please see that section for details.
14. **Items Covered as Medical Supplies** Oral immunizations and biologicals, even if they are federal legend Drugs, are covered as medical supplies based on where you get the service or item. Over the counter Drugs, devices or products, are not Covered Services unless we must cover them under federal law.
15. **Items Covered Under the "Allergy Services" Benefit** Allergy desensitization products or allergy serum. While not covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" benefit, these items may be covered under the "Allergy Services" benefit in the "What's Covered" section. Please see that section for details.
16. **Lost or Stolen Drugs** Refills of lost or stolen Drugs.
17. **Mail Order Providers other than the PBM's Home Delivery Mail Order Provider** Prescription Drugs dispensed by any Mail Order Provider other than the PBM's Home Delivery Mail Order Provider, unless we must cover them by law.
18. **Non-approved Drugs** Drugs not approved by the FDA.
19. **Off-Label use of a prescribed Drug** if the FDA has determined its use to be contraindicated for the prescribed use.
20. **Onchomycosis Drugs** Drugs for Onchomycosis (toenail fungus) except when we allow it to treat Members who are immuno-compromised or diabetic.  
  
**Over-the-Counter Items** Drugs, devices and products, or Prescription Legend Drugs with over the counter equivalents and any Drugs, devices or products that are therapeutically comparable to an over the counter Drug, device, or product. This includes Prescription Legend Drugs when any version or strength becomes available over the counter.  
  
This Exclusion does not apply to over-the-counter products that we must cover under federal law with a Prescription.
21. **Sex Change Drugs** Drugs for sex change surgery.
22. **Sexual Dysfunction Drugs** Drugs to treat sexual or erectile problems.
23. **Syringes** Hypodermic syringes except when given for use with insulin and other covered self-injectable Drugs and medicine.
24. **Weight Loss Drugs** Any Drug mainly used for weight loss.

## Claims Payment

This section describes how we reimburse claims and what information is needed when you submit a claim. When you receive care from an In-Network Provider, you do not need to file a claim because the In-Network Provider will do this for you.

### Maximum Allowed Amount

#### General

This subsection describes how we determine the amount of reimbursement for Covered Services. Reimbursement for services rendered by In-Network and Out-of-Network Providers is based on this Booklet's Maximum Allowed Amount for the Covered Service that you receive. Please see "Out-of-Area Services" later in this section for additional information.

The Maximum Allowed Amount for this Booklet is the maximum amount of reimbursement Anthem will allow for services and supplies:

- That meet Anthem's definition of Covered Services, to the extent such services and supplies are covered under your Booklet and are not excluded;
- That are Medically Necessary; and
- That are provided in accordance with all applicable preauthorization, utilization management or other requirements set forth in this Booklet.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Copayment or Coinsurance.

Generally, services received from an Out-of-Network Provider under this health care plan are not covered except for emergency services or when allowed as an Authorized Service by Anthem. When you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from a Provider, Anthem will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect Anthem's determination of the Maximum Allowed Amount. Anthem's application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means Anthem has determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Doctor or other healthcare professional, Anthem may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

## Provider Network Status

The Maximum Allowed Amount may vary depending upon whether the Provider is an In-Network Provider or an Out-of-Network Provider.

An In-Network Provider is a Provider who is in the managed network for this specific health care plan or in a special Center of Excellence/or other closely managed specialty network, or who has a participation contract with Anthem. For Covered Services performed by an In-Network Provider, the Maximum Allowed Amount for this Booklet is the rate the Provider has agreed with Anthem to accept as reimbursement for the Covered Services. Because In-Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send you a bill or collect for amounts above the Maximum Allowed Amount. However, you may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Copayment or Coinsurance. Please call Customer Service at [1-800-870-3122] for help in finding a Network Provider or visit Anthem's website at [[www.anthem.com](http://www.anthem.com)].

Providers who have not signed any contract with Anthem and are not in any of Anthem's networks are Out-of-Network Providers, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary Providers. If you use an Out-of-Network Provider, your entire claim will be denied except for Emergency Care, or unless the services are approved by Anthem as result of a Referral.

For Covered Services You receive from an Out-of-Network Provider for Emergency Care or for services approved as a result of a Referral, the Maximum Allowed Amount for this Booklet will be one of the following as determined by Anthem:

1. An amount based on Anthem's Out-of-Network Provider fee schedule/rate, which has been established at Anthem's discretion, and which Anthem reserves the right to modify from time to time, after considering one or more of the following: reimbursement amounts accepted by like/similar Providers contracted with Anthem, reimbursement amounts paid by the Centers for Medicare and Medicaid Services ("CMS") for the same services or supplies, and other industry cost, reimbursement and utilization data; or
2. An amount based on the level and/or method of reimbursement used by the Centers for Medicare and Medicaid Services ("CMS") for the same services or supplies; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable Providers' fees and costs to deliver care; or
4. An amount negotiated by Anthem or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management, or
5. An amount equal to the total charges billed by the Provider, but only if such charges are less than the Maximum Allowed Amount calculated by using one of the methods described above.

**Providers who are not contracted for this health care plan, but are contracted for other health care plans with Anthem are also considered Out-of-Network. For this Booklet, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between Anthem and that Provider specifies a different amount.**

For Prescription Drugs, the Maximum Allowed Amount is the amount determined by Anthem using prescription drug cost information provided by the Pharmacy Benefits Manager.

## **Member Cost Share**

For certain Covered Services and depending on your plan design, you may be required to pay a part of the Maximum Allowed Amount as your cost share amount (for example, Deductible, Copayment, and/or Coinsurance).

Anthem will not provide any reimbursement for non-Covered Services. You may be responsible for the total amount billed by your Provider for non-Covered Services, regardless of whether such services are performed by an In-Network or Out-of-Network Provider. Non-covered services include services specifically excluded from coverage by the terms of your Plan and received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits.

In some instances you may only be asked to pay the In-Network cost sharing amount when you use an Out-of-Network Provider. For example, if you go to an In-Network Hospital or Provider Facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist who is employed by or contracted with the In-Network Hospital or facility, you will pay the In-Network cost share amounts for those Covered Services.

## **Referrals**

In some circumstances, such as where there is no In-Network Provider available for the Covered Service, Anthem may authorize the In-Network cost share amounts (Deductible, Copayment or Coinsurance) to apply to a claim for a Covered Service you receive from an Out-of-Network Provider. In such circumstance, you must contact us in advance of obtaining the Covered Service. Please see the "Getting Approval for Benefits" section for further information on Referral requirements. We also may authorize the In-Network cost share amounts to apply to a claim for Covered Services if you receive Emergency Care services from an Out-of-Network Provider and are not able to contact us until after the Covered Service is rendered. If we authorize an In-Network cost share amount to apply to a Covered Service received from an Out-of-Network Provider, you may also be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please contact Customer Service for additional information or to request authorization for a Referral. The telephone number is [1-800-870-3122].

## **Notice of Claim & Proof of Loss – Post-Service Claims**

A Post-Service Claim is any claim for a health benefit to which the terms of the plan do not condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining the medical care or disability benefit. "Post-service claim" shall not include a request for reimbursement made by a Provider pursuant to the terms of an agreement between the Provider and Anthem.

**Time Limit for Submitting Post-Service Claims.** In order for Anthem make payments for Post-Service Claims, Anthem must receive your claim for benefits within 12 months after you receive the service. Otherwise, benefits will be available only if:

- It was not reasonably possible to submit the claim within the 12-month period, and
- The claim is submitted as soon as reasonably possible after the 12-month period.

If services are furnished by an Out-of-Network Provider, you may need to submit your own claim form. Please contact your Group Benefits Administrator or Anthem to obtain the correct claim form as prescribed by Anthem for submission. The toll-free telephone number is [1-800-870-3122]. Please complete the claim form, include your itemized bill and any information about other insurance payment and submit the claim to the address indicated on the claim form.

**Legal Action.** No action may be brought to recover benefits for any service covered under this Booklet unless the required notice or proof of claim has been given to Anthem within the time frame required under this Booklet and such action is commenced no earlier than 60 days and no later than 2 years following the date that the notice or proof of claim has or should have been provided to Anthem.

## **Post-Service Claim Determinations**

**Timeframe for Post-Service Claim Determinations.** Anthem will make a Post-Service Claim determination within 30 days after receipt of the claim unless you or your authorized representative fail to provide the information needed to make a determination. In the case of such failure, Anthem will notify you within 15 days after receipt of the claim. Anthem's notice will state the specific information needed to make a determination. You will be provided at least 45 days to respond to Anthem's notice. The period of time between the date of the request for information and the date of Anthem's receipt of the information is "carved out" of (does not count against) the 30-day time frame stated in this paragraph.

**Prompt Payment of New Hampshire Provider Post-Service Claims.** In addition to the Post-Service Claim determination rules stated in "Timeframe for Post-Service Claim Determinations" (above), the following applies to claims for Covered Services furnished by a New Hampshire Provider: Claims will be paid according to the terms of New Hampshire law. Clean written claims will be paid within 30 calendar days of receipt. Clean electronic claims will be paid within 15 calendar days of receipt. If Anthem fails to pay an initial claim within the timeframes, Anthem will pay the Provider or Member the eligible benefit for the claim plus an interest payment of 1.5% per month beginning from the date payment was due.

Payment of a claim is considered made on the date the check is issued or electronically transferred. Anthem will mail checks no later than 5 business days after the date of issue.

A "clean claim" is a claim for payment of Covered Services rendered by a New Hampshire Provider and meeting the following requirements: The claim is submitted on Anthem's standard claim form using the most current published procedural codes, with all the required fields completed with correct and complete information in accordance with Anthem's published filing requirements.

"Electronic claims" means the transmission of data for the purpose of payment of claims for Covered Services furnished by a New Hampshire Provider, the claim being submitted in an electronic data format specified by Anthem.

If payment is denied or delayed, Anthem will notify the Provider or Subscriber within 15 calendar days of receipt. The notice will include the reason for denial or delay and an explanation of any additional information needed to complete processing. Anthem will adjudicate the claim within 45 calendar days of receipt of the additional information. If the notice of denial or delay is not made as required, the claim will be subject to the timeframes for clean claims stated above in this subsection.

## **Pre-Service Claims**

A Pre-Service Claim is any claim for a benefit under a health plan with respect to which the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. "Pre-service claim" shall not include a request for reimbursement made by a Provider pursuant to the terms of an agreement between the Provider and Anthem.

**Pre-Service Claims may be non-urgent or urgent.**

An example of a non-urgent Pre-Service Claim is a request for Precertification of a scheduled Inpatient admission for elective surgery.

**Urgent Care Claim** means any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent Pre-Service Claim determinations:

- Could seriously jeopardize your life or health or your ability to regain maximum function, or
- In the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the proposed care or treatment.

**Timeframes for Making Pre-Service Claim Determinations.** Anthem will make a determination about your Pre-Service Claim within the following time frames. Time frames begin when your claim is received and end when a determination is made.

- **For non-Urgent Claims** a determination will be made within a reasonable time period, but in no more than 15 days after receipt of the claim. Exception: the initial 15 day period may be extended one time for up to 15 additional days, provided that Anthem finds that an extension is necessary due to matters beyond the control of Anthem. Before the end of the initial 15 day period, you will be notified of the circumstances requiring an extension. The notice will also inform you of the date by which a decision will be made. If the extension is necessary because you or your authorized representative failed to provide the information needed to make a determination, the notice of extension will specify the additional information needed. You will be given at least 45 days from receipt of the notice to provide the specified information. The determination will be made as soon as possible, but in no case later than 15 days after the earlier of 1) receipt of the specified information by Anthem, or 2) the end of the period afforded to you to provide the specified information.
- **For Urgent Care Claims** a determination will be made as soon as possible, taking into account the urgencies of your medical condition, but no later than 72 hours after receipt of the claim. Exception: If you or your authorized representative fail to provide the information needed to make a determination, Anthem will notify you within 24 hours after receipt of the claim. The notice will include the specific information necessary to make a determination. You will be given no less than 48 hours to provide the information. The determination will be made as soon as possible, but in no case later than 48 hours after the earlier of 1) receipt of the specified information by Anthem, or 2) the end of the period afforded to you to provide the specified information.
- **For Urgent Care Claims Relating to *both* the Extension of an Ongoing Course of Treatment and a Question of Medical Necessity**, a determination will be made within 24 hours of receipt of the claim, provided that you make the claim at least 24 hours *before* the approved period of time or course of treatment expires.

No fees for submitting a Pre-Service Claim will be assessed against you or your authorized representative. You may authorize a representative to submit or pursue a Pre-Service Claim or benefit determination by submitting your written statement in a form prescribed by Anthem, acknowledging the representation. To find out about required authorization forms, please contact Customer Service. The toll-free telephone number is [1-800-870-3122.]

Exception: For Urgent Care Claims, Anthem will consider a health care professional with knowledge of your condition (such as your treating Physician) to be your authorized representative without requiring your written acknowledgment of the representation.

## Notice of a Claim Denial

Claim Denial means any of the following: Anthem's denial, reduction, or termination of, or failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on a determination of a Member's eligibility for coverage under this Booklet. Claim Denial also includes Anthem's denial, reduction or

termination of, or failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of utilization review procedures, as well as failure to cover a service for which benefits are otherwise provided based on a determination that the service is Experimental, Investigational or not Medically Necessary or appropriate.

Anthem's notice of a Post-Service or a Pre-Service Claim Denial will be in writing or by electronic means and will include the following:

- The specific reason(s) for the determination, including the specific provision of your plan on which the determination is based,
- A statement of your right to access the internal appeal process and the process for obtaining external review. In the case of an Urgent Care Claim Denial or when the denial is related to continuation of an ongoing course of treatment for a person who has received emergency services, but who has not been discharged from a facility, Anthem will include a description of the expedited review process,
- If the Claim Denial is based upon a determination that the claim is Experimental/Investigational or not Medically Necessary or appropriate, the notice will include:
  1. The name and credentials of Anthem's Medical Director, including board status and the state(s) where the Medical Director is currently licensed. If a person or other licensed entity making the Claim Denial is not the Medical Director but a designee, the designee's credentials, board status, and state(s) of current license will be included, and
  2. An explanation of the clinical rationale or the scientific judgment for the determination. The explanation will recite the terms of your plan or of any clinical review criteria or internal rule, guideline, protocol or other similar provision that was relied upon in making the denial and how these provisions apply to your specific medical circumstances.
- If an internal guideline (such as a rule, protocol, or other similar provision) was relied upon in making the Claim Denial, a statement that such guideline was relied upon. A copy of the guideline will be included with the notice, or you will be informed that a copy is available free of charge upon request,
- If clinical review criteria were relied upon in making any Claim Denial, the notice will include a statement that such criteria were relied upon. The explanation of any clinical rationale provided will be accompanied by the following notice: "The clinical review criteria provided to you are used by this plan to authorize, modify, or deny care for persons with similar illnesses or conditions. Specific care and treatment may vary depending on individual need and the benefits covered under your Booklet."

Anthem will not release proprietary information protected by third party contracts.

## Claim Forms

If services are furnished by an Out-of-Network Provider, you may need to submit your own claim form. Please contact your Group Benefits Administrator or Anthem to obtain the correct claim form as prescribed by Anthem for submission. The toll-free telephone number is [1-800-870-3122]. Please complete the claim form, include your itemized bill and any information about other insurance payment and submit the claim to the address indicated on the claim form.

If you are not able to contact your Group Benefits Administrator or Anthem to obtain a claim form, written notice of services rendered may be submitted to Anthem without the claim form. The same information that would be given on the claim form must be included in the written notice of claim. This includes:

- Name of patient.
- Patient's relationship with the Subscriber.

- Identification number.
- Date, type, and place of service.
- Your signature and the Provider's signature.

## Member's Cooperation

You will be expected to complete and submit to Anthem all such authorizations, consents, releases, assignments and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers' Compensation or any other governmental program.

## Payment of Benefits

We will make payments directly to Network Providers for Covered Services. If you use an Out-of-Network Provider, however, Anthem may make payments to you. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims sent to, an Alternate Recipient (any child of a Subscriber who is recognized, under a Qualified Medical Child Support Order (QMSCO), as having a right to enrollment under the Group's Contract), or that person's custodial parent or designated representative. Any payments made by Anthem will discharge Anthem's obligation to pay for Covered Services. You cannot assign your right to receive payment to anyone else, except as required by a "Qualified Medical Child Support Order" as defined by ERISA or any applicable state law.

Once a Provider performs a Covered Service, Anthem will not honor a request to withhold payment of the claims submitted.

## Inter-Plan Programs

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates ("Licensees") referred to generally as "Inter-Plan Programs." Whenever you obtain healthcare services outside of Anthem's Service Area, the claims for these services may be processed through one of these Inter-Plan Programs.

**Out-of-Area Services.** Typically, when accessing care outside Anthem's Service Area, you will obtain care from healthcare Providers that have a contractual agreement (i.e., are "participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, you may obtain care from non-participating healthcare Providers. Anthem's payment practices in both instances are described below.

Anthem covers only limited healthcare services received outside of Anthem's Service Area. As used in this section "Out-of-Area Covered Healthcare Services" include emergency care, urgent care, or Authorized Services obtained outside the geographic area Anthem serves. Any other services will not be covered when processed through any Inter-Plan Programs arrangements. These "other services" must be provided or authorized by your Primary Care Physician ("PCP").

If you obtain services in a state with more than one Blue Plan network, an exclusive network arrangement may be in place. If you see a Provider who is not part of an exclusive network arrangement, that Provider's service(s) will be considered Out-of-Network care, and you may be billed the difference between the charge and the Maximum Allowable Amount. You may call the Customer Service at [1-800-870-3122] or go to [www.anthem.com] for more information about such arrangements.

## BlueCard® Program

Under the BlueCard® Program, when you obtain Out-of-Area Covered Healthcare Services within the geographic area served by a Host Blue, Anthem will remain responsible for fulfilling Anthem's contractual

obligations. However the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare Providers.

The BlueCard Program enables you to obtain Out-of-Area Covered Healthcare Services, as defined above, from a healthcare Provider participating with a Host Blue, where available. The participating healthcare Provider will automatically file a claim for the Out-of-Area Covered Healthcare Services provided to you, so there are no claim forms for you to fill out. You will be responsible for the Member Copayment amount, as stated in this Booklet.

**Emergency Care Services:** If you experience a Medical Emergency while traveling outside the Anthem Service Area, go to the nearest Emergency or Urgent Care Facility.

Whenever you access covered healthcare services outside Anthem's Service Area and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services, if not a flat dollar Copayment, is calculated based on the lower of:

- The billed covered charges for your Covered Services; or
- The negotiated price that the Host Blue makes available to Anthem.

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

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

Laws in a small number of states may require the Host Blue to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Anthem would then calculate your liability for any covered healthcare services according to applicable law.

## Coordination of Benefits When Members Are Insured Under More Than One Plan

All benefits provided under this Plan are subject to the Coordination of Benefits provision as described in this Section.

### Applicability

**Please note: You may not hold, or obtain benefits under both this plan and a nongroup (individual) health insurance policy issued by Anthem or any other insurer.**

The Coordination of Benefits (COB) provisions in this section set the payment responsibilities when you are covered by more than one health care plan or policy. COB is intended to prevent duplication of payment and overpayments for Covered Services furnished to Members. If any Member is covered under another health care plan or policy, benefits for Covered Services will be coordinated as stated in this section.

For purposes of this section only, "health care plan" or "policy" means any of the following, which provide benefits or services for, or by reason of, medical care or treatment:

- Group or individual hospital, surgical, medical or major medical coverage provided by Anthem Blue Cross and Blue Shield (Anthem), a private insurer or an insurance company, an HMO, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured), a prepayment group or individual practice plan, or a prepayment plan of any other organization. COB applies to any coverage including self-insured, self-funded or unfunded benefit plans or plans administered by a government, such as "socialized medicine" plans. COB also applies to union welfare plans, employee or employer benefit organizations, or any other insurance that provides medical benefits,
- Except as stated in this section, any insurance policy, contract or other arrangement or insurance coverage, where a health benefit is provided, arranged or paid, on an insured or uninsured basis,
- Any coverage for students sponsored by, provided through or insured by a school, sports program or other educational institution above the high school level except for school accident type coverage.
- The medical benefits coverage in automobile "no fault" or "personal injury protection" (PIP) type contracts, not including medical payments coverage, also known as Part B in the personal automobile policy or med pay.

For the purposes of this section, the terms "health care plan" or "policy" do not refer to:

- Hospital indemnity coverage or benefits or other fixed indemnity coverage,
- Accident only coverage,
- Specified disease or specified accident coverage,
- Limited benefits health coverage, as defined in New Hampshire regulations,
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24 hour basis or on a "to and from school" basis,

- Medical payments coverage in a personal automobile policy, also known as Part B or med pay,
- Benefits provided in long-term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services,
- Medicare supplement policies,
- A state plan under Medicaid, or
- A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other non-governmental plan.

The term “health care plan or policy” will be interpreted separately with respect to:

- Each policy, contract or other arrangement for benefits or services; or
- That portion of any such policy, contract or other arrangement for benefits or services which reserves the right to take the benefits of the other health care plan or policy into consideration in determining its benefits and that portion which does not take such benefits into consideration.

COB also applies when you are covered by more than two policies.

Please remember that your cost sharing amounts (such as Copayments, Deductible and Coinsurance) or annual and lifetime maximums are your responsibility whether Anthem is the Primary or the Secondary plan. Also, plan rules apply as stated in this section whether Anthem is the Primary or the Secondary plan. For example, any applicable provider network or participation rules apply and Precertification rules apply.

## Definitions

The following definitions apply to the terms of this section:

**Primary** means the health care plan or policy that is responsible for processing your claims for eligible benefits first. When this health care plan is the Primary plan, Anthem will provide the full extent of benefits for services covered under this Booklet, up to Anthem’s Maximum Allowed Amount without regard to the possibility that another health care plan or policy may cover some expenses.

**Secondary** means the plan responsible for processing claims for Allowable Expenses after the Primary plan has issued a benefit determination. When this health care plan is Secondary, benefits under this plan may be reduced so that payments from all health care plans or policies combined do not exceed 100% of the total Allowable Expense.

**Allowable Expense** means a health care service expense that is eligible for Secondary benefits under this health care plan. Allowable Expenses include any deductible, coinsurance and copayment cost shares required under a Primary plan. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered to be the benefit available under that plan.

The following limitations apply to Allowable Expenses:

- An expense must be for a Medically Necessary Covered Service, as defined in this Booklet. Otherwise, no portion of the expense is an Allowable Expense.
- When the Primary plan has provided full benefits and there is no Member liability for claim payment, no portion of the expense is an Allowable Expense.
- When the Primary plan has provided benefits and there is Member liability for claim payment, the following rules apply to Secondary coverage under this plan:
  - a. If all plans covering the claim compute benefits or services based on a usual and customary fee, relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for the specific claim is not an Allowable Expense.
  - b. If all plans covering the claim compute benefits or services based on a negotiated fee, any amount in excess of the highest negotiated fee for the specific claim is not an Allowable Expense.
  - c. If one plan computes benefits or services for a claim based on a usual and customary fee, relative value schedule reimbursement methodology or other similar reimbursement methodology and another computes benefits or services based on a negotiated fee, the Primary plan's payment arrangement shall be the Allowable Expense for all plans. Exception: If a Network Provider contracts with Anthem to accept a negotiated amount as payment in full when Anthem is the Secondary payer and such negotiated amount differs from the Primary payer's arrangement, Anthem's negotiated amount will be the Allowable Expense used to determine Secondary benefits. The total amount in payments and/or services provided by all payers combined will not exceed Anthem's Maximum Allowed Amount.
- If the Primary plan bases payment for a claim on the Provider's full charge and does not utilize usual and customary fees, relative value schedule reimbursement methodologies, other similar reimbursement methodologies and does not negotiate fees with Providers, the combination of benefits paid by the Primary plan and this plan will not exceed Anthem's Maximum Allowed Amount. The difference between Anthem's Maximum Allowed Amount and the Provider's charge is not an Allowable Expense.
- When benefits are reduced under a Primary plan due to an individual's failure to comply with the Primary plan's provisions, the amount of the reduction is not an Allowable Expense. Examples of these types of plan provisions include managed care requirements for second surgical opinions, Inpatient and Outpatient Precertification requirements and rules about access to care (such as network restrictions and Referral rules).
- Any expense that a health care Provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

## Order of Benefit Determination Rules

COB uses the following rules to determine the Primary and Secondary payers when you are covered by more than one health care plan or policy.

## General Rules

- Medicare Secondary Payer (MSP) laws determine whether Medicare benefits will be Primary or Secondary to the benefits available under this Booklet or any rider, endorsement or other amendment to this Booklet. Factors that determine which plan is Primary include the number of individuals employed by your Group, your status as an active employee, your age and the reason that you are eligible for Medicare. If Medicare is the Secondary plan according to MSP laws, coverage under this Booklet is Primary. If Medicare is the Primary plan according to MSP laws, coverage under this Booklet is Secondary.

If you are entitled to Medicare benefits when you enroll in this Plan, you must inform your Group Benefits Administrator and state this information on your enrollment form. If you become entitled to Medicare benefits after you enroll in this Plan, you must inform your Group Benefits Administrator and Anthem immediately.

The following applies when this Plan is Secondary to Medicare: If you are entitled to Medicare but not enrolled in Medicare or you are enrolled in Medicare Part A and not enrolled in Medicare Part B, Anthem will calculate benefits as if you were enrolled in Medicare. Services ordinarily covered under Medicare will not be covered under this Plan and you will be responsible for any charge relating to such services. You are encouraged to contact your local Social Security Office to discuss Medicare rules regarding enrollment.

- To the extent permitted by applicable law, when any benefits are available as Primary benefits to a Member under Medicare or any Workers' Compensation Laws, Occupational Disease Laws and other employer liability laws, those benefits will be Primary.
- If you have coverage under this plan and any plan outside the U.S.A. (including plans administered by a government, such as "socialized medicine" plans), the out-of-country plan is Primary when you receive care outside the U.S.A. This plan is Primary when you receive services in the U.S.A. This rule applies before any of the following rules (including the rules for children of separated or divorced parents).
- Except for group coverage that supplements a basic part of a benefit package and provides supplementary coverage, any health care plan or policy that does not contain a coordination of benefits provision consistent with the terms of this section is always Primary.

## Coordination of Benefits (COB) Rules

If you are covered by more than one health care plan or policy and none of the rules listed in "General Rules" (above) apply, the order of benefits will be determined by using the first of the following rules that apply:

- **Non-Dependent/Dependent.** If you are the employee or Subscriber under one policy and you are a dependent under the other, the policy under which you are an employee or Subscriber is Primary. Exception: If you are a Medicare beneficiary and, as a result of federal law, Medicare is Secondary under the plan covering you as a dependent and Primary to the Plan covering you as an employee or Subscriber, then the order of benefits is reversed so that the plan covering you as an employee or Subscriber is the Secondary plan and the other plan is Primary.
- **Dependent Child Covered Under More Than One Plan.** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one plan, the order of benefits is determined as follows:

1. For a dependent child whose parents are married or are living together, whether or not they have ever been married, the following "birthday rule" applies:
    - a. The plan of the parent whose birthday falls earlier in the Calendar Year is Primary, or
    - b. If both parents have the same birthday, the plan that has covered the parent the longest is Primary.
  2. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
    - a. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is Primary. This rule applies to plan years commencing after the plan is given notice of the court decree, or
    - b. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the "birthday rule" in 1 above shall determine the order of benefits.
    - c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the "birthday rule" in 1 above shall determine the order of benefits.
    - d. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
      - (1). The plan covering the Custodial parent;
      - (2). The plan covering the spouse of the Custodial parent;
      - (3). The plan covering the non-Custodial parent; and then
      - (4). The plan covering the spouse of the non-Custodial parent.

A Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.
    - e. For a dependent child covered under more than one plan of individuals who are not the parents of the child, the provisions of 1 or 2 above shall determine the order of benefits as if those individuals were the parents of the child.
- **Active Employee or Retired or Laid-off Employee.** The plan that covers a Member as an active employee (that is - an employee who is neither laid off nor retired) is Primary. The plan covering that same Member as a retired or laid-off employee is Secondary. The same rule applies if a Member is a dependent of an active employee and that same Member is a dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the "Non-Dependent/Dependent" rule (above) can determine the order of benefits.
  - **COBRA or State Continuation Coverage.** If a Member is covered under COBRA or a similar "right of continuation" law under either federal or a state law, and the Member is also covered under another policy that is not a continuation policy, the continuation coverage is Secondary and the other plan is Primary. If the other plan does not have this rule and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the "Non-Dependent/Dependent" rule (above) can determine the order of benefits.

- **Longer/Shorter Length of Coverage.** The Plan that covered the person as an employee, Member, policyholder, Subscriber or retiree longer is Primary and the plan that covered the Member the short period of time is Secondary.
- **If the preceding rules do not determine the order of benefits,** Allowable Expenses shall be shared equally between the health care plans or policies. In addition, this plan will not pay more than it would have paid had it been the Primary plan.

## Anthem's Rights Under This Section

To carry out the terms of this section, Anthem reserves the right to:

- Take any action needed to carry out the terms of this section, and
- Exchange information with your other insurance company or other party, and
- Recover Anthem's excess payment from another party or reimburse another party for its excess payment, and
- Take these actions when Anthem decides they are necessary without notifying the Member.

This provision is not intended to permit dissemination of information to persons who do not have a legitimate interest in such information. Neither does this provision permit (in any manner) the dissemination of information prohibited by law.

Whenever another plan or entity pays benefits that should have been made by Anthem in accordance with this section, Anthem has the right, at its sole discretion, to pay the other plan or entity any amount that Anthem determines to be warranted to satisfy the intent of this section. Amounts so paid are benefits under this Booklet and, to the extent of such payments, Anthem is fully discharged from liability under this Booklet.

## Your Agreement and Responsibility

You have the responsibility to provide prompt, accurate and complete information to Anthem about other health coverages and/or insurance policies or benefits you may have in addition to Anthem coverage. Other health coverages, insurance policies or benefits include benefits from other health coverage, Worker's Compensation, and/or claims against liability or casualty insurance companies arising from any injury, illness, impairment or medical condition you receive. By accepting this Booklet, you agree to cooperate with Anthem, and you agree to provide information about any other health coverage on an annual basis or when necessary to carry out the terms of this Booklet.

By accepting this Booklet, you must:

- Promptly notify Anthem of how, when and where an accident or incident resulting in personal injury, illness, impairment or medical condition to you occurred and all information regarding the parties involved,
- Cooperate with Anthem in the investigation, settlement and protection of rights,
- Not do anything to prejudice Anthem's rights,

- Send to Anthem copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal injury, illness, impairment or medical condition to you, and/or
- Promptly notify Anthem if you retain an attorney or if a lawsuit is filed on your behalf. Any action which interferes with Anthem's rights under this Booklet may result in the termination of coverage for the Subscriber and covered Dependents.

## Subrogation and Reimbursement

These provisions apply when Anthem pays benefits as a result of injuries, illness, impairment or medical condition you sustain and you have a right to a recovery or have received a recovery. For the purposes of this Section, "recovery" shall mean money you receive from another, the other's insurer or from any "Home Owner's," "Uninsured Motorist," "Underinsured Motorist," "Medical-Payments," "No-Fault," "Personal Injury Protection" or other insurance coverage provision as a result of injury, illness, impairment or medical condition caused by another party. Regardless of how you or your representative or any agreements characterize the recovery you receive, it shall be subject to the Subrogation and Reimbursement provisions of this section.

Benefits will be provided for medical care paid, payable or required to be provided under this Booklet, and the benefits paid, payable or required to be provided. Anthem must be reimbursed by the Member for such payments as permitted under applicable law from medical payments coverage and other property and casualty insurance including homeowners insurance coverage.

Anthem may reduce any benefit paid, payable or required to be paid under this Booklet by the amount that the Member has received in payment from medical payments coverage and other property and casualty insurance including homeowners insurance coverage.

If benefits are exhausted under a medical payments coverage or other similar property and casualty insurance, benefits are available under this plan, subject to all of the terms and conditions of this Booklet. Unexhausted medical payments coverage means coverage amounts available in excess of payments made to you or your representative to reimburse your out-of-pocket expenses paid for medical care under this Booklet.

**Subrogation.** If you suffer an injury, illness, impairment or medical condition that is the result of another party's actions, and Anthem pays benefits to treat such injury, illness, impairment or medical condition, Anthem will be subrogated to your recovery rights. Anthem may proceed in your name against the responsible party. Additionally, Anthem shall have the right to recover payments made on your behalf from any party responsible for compensating you for your injury, illness, impairment or medical condition. All of the following shall apply, except to the extent limited by applicable law:

- Anthem may pursue its subrogation rights for the full amount of benefits Anthem has paid from any recovery regardless of whether you are fully compensated, and regardless of whether the payments you receive make you whole for your losses and injuries.
- You and your legal representative must do whatever is necessary to enable Anthem to exercise the rights set forth in this Section and do nothing to prejudice such rights.
- Anthem has the right to take whatever legal action is seen fit against any party or entity to recover benefits paid under this Plan.
- To the extent that the total assets from which a recovery is available are insufficient to satisfy in full Anthem's subrogation claim and any claim still held by you, Anthem's subrogation claim shall be first satisfied before any part of a recovery is applied to your claim, your attorney fees, other expenses or costs.
- Anthem is not responsible for any attorney fees, other expenses or costs you incur without the prior written consent of Anthem.

Nothing in this section shall be construed to limit Anthem's right to utilize any remedy provided by law to enforce its rights to subrogation under this section. If you are injured or suffer an impairment or medical

condition that is the result of another party's actions, and Anthem pays benefits to treat such injury or condition, Anthem will be subrogated to your recovery rights. Anthem is entitled to reimbursement from the responsible party or any other party you receive payment from to the extent of benefits provided. Anthem's subrogation right includes, but is not limited to underinsured or uninsured motorists' coverage. By accepting this Booklet, you agree to cooperate with Anthem and do whatever is necessary to secure Anthem's right and do nothing to prejudice these rights. Anthem reserves the right to compromise on the amount of the claim if Anthem determines that it is appropriate to do so. Any action that interferes with Anthem's subrogation rights may result in the termination of coverage for the Subscriber and covered Dependents.

**Reimbursement.** If you obtain a recovery, Anthem has a right to be repaid from the recovery up to the amount of the benefits paid by Anthem on your behalf.

## **Your Rights and Responsibilities as an Anthem Blue Cross and Blue Shield Member**

As an Anthem Blue Cross and Blue Shield (Anthem) Member you have certain rights and responsibilities to help make sure that you get the most from your plan and access to the best care possible. That includes certain things about your care, how your personal information is shared and how you work with us and your doctors. It's kind of like a "Bill of Rights" and helps you know what you can expect from your overall health care experience and become a smarter health care consumer.

### **You have the right to:**

- Speak freely and privately with your doctors and other health professionals about all health care options and treatment needed for your condition, no matter what the cost or whether it's covered under your Plan.
- Work with your doctors in making choices about your health care.
- Be treated with respect, dignity, and the right to privacy.
- Privacy, when it comes to your personal health information, as long as it follows state and federal laws, and our privacy rules.
- Get information about our company and services, and our network of doctors and other health care Providers.
- Get more information about your rights and responsibilities and give us your thoughts and ideas about them.
- Give us your thoughts and ideas about any of the rules of your Plan and in the way your Plan works.
- Make a complaint or file an appeal about:
  - Your Plan
  - Any care you get
  - Any Covered Service or benefit ruling that your Plan makes.
- Say no to any care, for any condition, sickness or disease, without it affecting any care you may get in the future; and the right to have your doctor tell you how that may affect your health now and in the future.
- Participate in matters that deal with our policies and operations.
- Get all of the most up-to-date information about the cause of your illness, your treatment and what may result from that illness or treatment from a doctor or other health care professional. When it seems that you will not be able to understand certain information that information will be given to someone else that you choose.
- Get help at any time, by contacting your local insurance department.

### **You have the responsibility to:**

- Choose any Primary Care Physician (doctor), also called a PCP, who is in our network if your health care plan says that you have to have a PCP.
- Treat all doctors, health care professionals and staff with courtesy and respect.
- Keep all scheduled appointments with your health care Providers and call their office if you have a delay or need to cancel.
- Read and understand, to the best of your ability, all information about your health benefits or ask for help if you need it.
- To the extent possible, understand your health problems and work with your doctors or other health care professionals to make a treatment plan that you all agree on.
- Follow the care plan that you have agreed on with your doctors or health care professionals.
- Tell your doctors or other health care professionals if you don't understand any care you're getting or what they want you to do as part of your care plan.
- Follow all Plan rules and policies.
- Let our customer service department know if you have any changes to your name, address or family members covered under your Plan.

- Give us, your doctors and other health care professionals the information needed to help you get the best possible care and all the benefits you are entitled to. This may include information about other health care plans and insurance benefits you have in addition to your coverage with us.

For details about your coverage and benefits, please read the rest of this Booklet.

***We are committed to providing quality benefits and customer service to our Members. benefits and coverage for services provided under the benefit program are governed by the Booklet and not by this Member Rights and Responsibilities statement.***

## Appeal and External Review Procedures

### Member Satisfaction Services

Anthem provides quality member satisfaction services through Customer Service Centers. All personnel are responsible for addressing your concerns in a manner that is accurate, courteous, respectful and prompt. Customer Service Representatives are available to:

- Answer questions you have about your membership, your benefits, Covered Services, the network, payment of claims, and about policies and procedures,
- Provide information or health plan materials that you want or need (such as health promotion brochures, the network directory, or replacement of identification cards),
- Make sure your suggestions are brought to the attention of the appropriate persons, and
- Provide assistance to you (or your authorized representative) when you want to file an internal appeal.

Your identification number helps to locate your important records with the least amount of inconvenience to you. Your identification number is on your Identification Card. Please be sure to include your entire identification number (with the three-letter prefix) when you call or write.

Anthem will respond to most of your questions or requests at the time of your call or within a few days. Please see “Internal Appeal Procedure,” (below) for complete information about the internal appeal procedure. You may have the right to an independent External Review, as summarized under “External Review Through The New Hampshire Insurance Department,” (below).

If you have a concern about the quality of care offered to you in the network (such as waiting times, physician behavior or demeanor, adequacy of facilities or other similar concerns), you are encouraged to discuss the concerns directly with the Provider before you contact a Customer Service Representative.

<p>Please contact <b>Anthem’s Customer Service Center</b> about your membership, benefits, Covered Services, plan materials, the network or Network Providers. The toll-free telephone number is [1-800-870-3122]</p>	<p>Or, you may write to: [Customer Service Center] Anthem Blue Cross and Blue Shield [P.O. Box 660 North Haven, CT 06473-0660]</p>
<p>You may choose to contact the <b>State of New Hampshire Insurance Department</b> for assistance at any time during business hours. Call the Insurance Department at: [1-800-852-3416]</p>	<p>Or, you may write to: [Life, Accident and Health Consumer Affairs Coordinator] [New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301]</p>
<p>For more information about Member services, please visit Anthem’s website at <a href="http://www.anthem.com">www.anthem.com</a>.</p>	

## Internal Appeal Procedure

You have the right to receive benefits for Covered Services, as described in this Booklet. You may appeal any Claim Denial made by Anthem. This section explains the internal appeal procedure.

Please see the “Definitions” section in this Booklet for definitions of “Adverse Determination,” “Claim Denial,” “Urgent Care Claim,” “Pre-Service Claim” and “Post-Service Claim”.

**Who may submit an internal appeal?** You or your authorized representative may submit an internal appeal. A person is an authorized representative if:

- You submit a written statement in a form prescribed by Anthem acknowledging the representation. To find out about required authorization forms, please contact Customer Service. The toll-free telephone number is [1-800-870-3122]. Exception: For Urgent Care Claim appeals, Anthem will consider a health care professional with knowledge of your condition (such as your treating Physician) to be your authorized representative without requiring your written acknowledgment of the representation, or
- A court order is in effect authorizing the person to act on your behalf and a copy of the order is on file with Anthem.

**What should be included with an internal appeal?** Please include your identification number (including the three-letter prefix) and describe the services that you are submitting for review. If possible, refer to the date you received the service and state the name of the Doctor, Hospital or other Provider that furnished the care. You may also want to include:

- Bills that you have received from the Provider, and
- Any information that you believe is important for review, such as statements from your Physician or letters you received from Anthem.
- You may point out the portion of this Booklet that you believe pertains to your appeal. You should state the outcome you are expecting as a result of your appeal.

Anthem may ask you to sign an authorization so that medical records can be obtained to conduct the appeal.

### **INTERNAL APPEAL PROCESS:**

You may call or write to initiate an internal appeal. Letters should be addressed to:

**[Appeals Department]  
[Anthem Blue Cross and Blue Shield]  
[P.O. Box 518,] [North Haven, CT 06473-0518]**

Your appeal must be submitted within at least 180 days of Anthem’s notification about the issue that caused you to appeal.

By accepting this Booklet, you agree that the internal appeal procedure provides that one mandatory level of internal appeal is available to you. Your obligation to follow the mandatory appeal procedure is fulfilled when:

- The internal appeal is completed, or

- You seek External Review of an Adverse Determination before the internal appeal is complete, in keeping with the terms of “External Review Through the New Hampshire Insurance Department” (below).

**Time Frames for Internal Appeal Determinations.** Anthem will complete the internal appeal process within the following time frames, unless you and Anthem agree mutually to extend the time frames. Time frames begin when your appeal is received (whether or not all of the necessary information is contained in the filing) and end when notice of the claim determination is issued to you.

**Expedited Appeals.** An expedited appeal procedure is available for Urgent Care Claim Denials, or Claim Denials concerning an admission, availability of care, continued stay or health care service for Members who have received emergency services, but who have not been discharged from a Facility. You may submit information to support your appeal by telephone, facsimile or other expeditious method. Anthem will make a decision and notify you as expeditiously as your medical condition requires, but in no event more than 72 hours. If an initial notice of the determination is not in writing, a written confirmation of the decision will be provided to you within two business days.

If you or your authorized representative fail to provide the information needed to make a determination, Anthem will notify you within 24 hours after receipt of your appeal.

Ongoing Urgent Care services will be continued as directed by your Physician without liability to you until you are notified. You will be held harmless for the cost of the care under review, pending the outcome of the internal appeal procedure. This provision applies only to services that are stated as Covered Services in this Booklet. This provision does not waive your cost sharing amounts (such as Copayments, Deductible or Coinsurance) or exclusions stated in this Booklet. If the internal appeal procedure results are adverse to you, you may be responsible for paying the cost of noncovered services, according to the terms and conditions of this Booklet. Expedited Appeals are not available for Post-Service Claims.

- **Nonexpedited Pre-Service Claim Appeals.** Anthem will make a decision and notify you within a reasonable time appropriate to your medical circumstances, but in no event more than 30 days.
- **Post-Service Claim Appeals.** Anthem will make a decision and notify you within a reasonable time appropriate to your medical circumstances, but in no event more than 30 days.

Please note: You may be eligible for an independent External Review overseen by the New Hampshire Insurance Department before completing the internal appeal process. Please see “External Review Through the New Hampshire Insurance Department,” (below) for more information.

**Content of Notice of an Appeal Determination.** You will be notified in writing of the appeal determination. If the denial of benefits is upheld, in whole or in part, the written notice will include the following:

- The specific reason(s) for the determination, including reference to the specific provision of this Booklet or plan on which the determination is based,
- If an internal rule, guideline, protocol or other similar provision was relied upon in making the claim denial, a statement that such a rule, guideline, protocol or other similar provision was relied upon,
- If the determination is based upon a finding that the service under appeal is Experimental, Investigational or not Medically Necessary or appropriate, the notice will include:
- The name and credentials of the person reviewing the appeal, including board status and the state or states where the person is currently licensed, and

- An explanation of the clinical rationale for the determination. This explanation will recite the terms of this Booklet or of any clinical review criteria or any internal rule, guideline, protocol, or other similar provision that was relied upon in making the denial and how these provisions apply to your specific medical circumstance, and
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information (such as copies of rules, guidelines, protocols or other similar criterion upon which the Claim Denial is based) relevant to your claim for benefits. The records on file with Anthem may be limited in scope. Please contact your Physician if you have questions or concerns about the content of your medical records, and
- A statement describing all other dispute resolution options available to you, including, but not limited to your options for internal review, external review or for bringing a legal action,
- If the appeal involves an Adverse Determination, a copy of the Insurance Department's *Managed Care Consumer Guide to External Appeal* will be included with the notice. The guide includes the specific requirements for filing an External Review. Please see "External Review Through the New Hampshire Insurance Department," (below) for more information about External Review.
- Appeal determination notices will remind you that you have the right to contact the Insurance Commissioner's office for assistance. The Insurance Commissioner's address and toll-free telephone number will be included in Anthem's notice.

**Full and Fair Review.** Anthem conducts and oversees internal appeals. No fees for submitting an appeal will be assessed against you or your authorized representative. Please note that oral statements by agents or representatives of Anthem not change the benefits described in this Booklet.

The internal appeal procedure provides for a full and fair review, as required by New Hampshire law. For example:

- The person(s) reviewing your appeal will not be the same person(s) who made the initial Claim Denial or a subordinate or supervisor of the person who made the initial Claim Denial,
- In the appeal of a Claim Denial based in whole or in part on a medical judgment, including determinations with regard to whether a service is Experimental, Investigational or not Medically Necessary or appropriate, the appeal will be conducted by or in consultation with a health care professional in the same or similar specialty who typically treats the medical condition, performs the procedure, or provides the treatment at issue. A practitioner is considered of the same specialty if he or she has similar credentials and licensure as those who typically treat the condition of health problem in question. A practitioner is considered of a similar specialty if he or she has experience treating the same problems as those in question, in addition to expertise treating similar complications of those problems.
- Also in the appeal of a Claim Denial based in whole or in part on a medical judgment, Anthem's decision notice will include the titles and qualifying credentials of the person conducting the review. At your request, the identity and qualifications of any medical or vocational expert whose advice was considered in making the initial Claim Denial (without regard to whether it was relied upon) will be provided.
- You have at least 180 days to file an appeal, following receipt of Anthem's Claim Denial notification,
- You may submit written comments, documents, records, and other information relating to your appeal, without regard to whether those documents or materials were considered in making the initial Claim Denial,

- You will be provided, upon request and without charge, reasonable access to and copies of all documents, records, and other information relevant to or considered in making the initial Claim Denial,
- Your issue will be considered anew (de novo), as if the issue had not been reviewed before and as if no decision had been previously rendered. All information, documents, and other material submitted for the internal appeal procedure will be considered without regard to whether the information was considered in making a Claim Denial.

**In addition to the internal appeal procedure described above, you may have the right to an External Review arranged through and overseen by the New Hampshire Insurance Department. Please see “External Review Through the New Hampshire Insurance Department,” (below) and the *Managed Care Consumer Guide to External Appeal* (enclosed with this Booklet).**

## External Review Through the New Hampshire Insurance Department

You may have the right to an independent External Review of an Adverse Determination. “Adverse Determination” means a decision by Anthem (or by a designated clinical review entity of Anthem), that a scheduled or emergency admission, continued stay, availability of care, or other health care service has been reviewed and does not meet Anthem’s definition of Medical Necessity, appropriateness, health care setting, level of care or effectiveness. Therefore, benefits are denied, reduced or terminated by Anthem.

External Reviews are arranged through and overseen by the New Hampshire Insurance Department. They are conducted by neutral Independent Review Organizations as certified by the Insurance Department. Anthem pays for the cost of Independent Review Organization services. There is no cost to you for External Review. For complete information (including instructions on how to submit new information for review and time frames for completing an External Review), please see the Insurance Department’s *Managed Care Consumer Guide to External Appeal*, enclosed with this Booklet. Please note that the Insurance Department offers oversight of standard and expedited External Reviews.

Your decision to seek External Review is a voluntary level of appeal. It is not an additional step that you must take in order to fulfill your internal appeal procedure obligations, as described in “Internal Appeal Procedure,” above.

**Eligibility.** As described in the *Managed Care Consumer Guide to External Appeal*, you are eligible for independent External Review, provided that the topic of the review is an Adverse Determination made by Anthem, and:

- The service under appeal is a Covered Service and is not subject to an exclusion or an annual or lifetime maximum, as stated in this Booklet. Or, the service would be covered if certain clinical conditions were met and the decision about coverage is therefore an Adverse Determination.

(For example, Anthem may determine that a service is Experimental, Investigational or cosmetic and you disagree. Another example is: Anthem may deny coverage for care outside the network because Anthem finds that appropriate care can be provided in the network and you disagree, and

- Your review request is not for the purpose of pursuing a claim or allegation of health care Provider malpractice, professional negligence or other professional fault, and
- You have completed the internal appeal procedure stated in “Internal Appeal Procedure,” (above) and the final decision is adverse, or
- The time frames stated for completion of the internal appeal procedure are not met, or

- You and Anthem agree to submit the appeal for External Review before the internal appeal procedure is completed.

**Notice.** Anthem will provide complete notice of your rights to an External Review when:

- An internal appeal procedure is completed and the final decision is an Adverse Determination, or
- The time frame for completion of an internal Adverse Determination appeal is not met (Anthem's notification will be issued on the day that the time frame expires), or
- You and Anthem agree to waive the internal appeal procedure in order to seek External Review and the appeal involves an Adverse Determination.

In addition to other notification requirements stated in "Internal Appeal Procedure," above, External Review notices will include the *Managed Care Consumer Guide to External Appeal*, which contains complete information about rights, responsibilities, restrictions and time frames.

Please note: the Insurance Department's *Request for Independent External Appeal of a Health Care Decision* is a form which you must complete and submit to the Insurance Department to initiate an External Review. For expedited External Review, you must submit the Insurance Department's *Certification of Treating Health Care Provider For Expedited Consideration of a Patient's External Appeal*. These forms are found at the end of the consumer guide.

**You must submit your Request for Independent External Appeal of a Health Care Decision to the New Hampshire Insurance Department no later than 180 days after the date of Anthem's notice.** Please contact the Insurance Department if you need assistance with the request forms. The telephone number and address are shown in "Member Satisfaction Services," above.

**The Insurance Department's Guide to External Review Rights.** You are encouraged to read the New Hampshire Insurance Department's *Managed Care Consumer Guide to External Appeal*, which is enclosed with this Booklet. The guide contains important information regarding the External Review process and time frames. It explains your rights and responsibilities and those of the Insurance Department, its certified Independent Review Organizations and Anthem.

When handling a review on an expedited basis, the selected Independent Review Organization will make a decision and notify Anthem and you as expeditiously as your medical condition requires, but in no event more than 72 hours after the expedited external review is requested. If the initial notice was not in writing, written confirmation of the decision will be made to you or your authorized representative and to Anthem within 2 business days of the non-written notice. The written notice will state whether Anthem's determination is upheld or reversed. The written notice will also include a statement of the nature of your appeal, references to evidence or documentation considered in making the decision, findings of fact, and the clinical and legal rationale for the decision, including, as applicable, clinical review criteria and rulings of law.

If an expedited External Review is conducted during your Hospital stay or while you are continuing a course of treatment, your stay or treatment will continue, as directed by your Physician. You will be held harmless for the cost of the care under review, pending the determination of the Independent Review Organization. This provision does not waive your cost sharing amounts (such as Copayments, Deductible or Coinsurance) or exclusions stated in this Booklet. If the External Review results are adverse to you, you may be responsible for paying the cost of noncovered services, according to the terms and conditions of this Booklet.

The External Review process may terminate only if your External Review request submitted to the New Hampshire Insurance Department includes new information and:

- Anthem reviews the new information, and
- The Adverse Determination is reversed as a result of the reconsideration process.

If the original decision is reversed due to review of new information, Anthem will approve coverage and notify you, the Insurance Department and the Independent Review Organization. In all other circumstances, the Independent Review Organization will notify you, the Insurance Department and Anthem of the External Review outcome. Standard notice will be made in writing within 20 days of the date that the case record is closed. For expedited reviews, notice will most often be made immediately by telephone or fax, followed by written notice.

An Independent Review Organization's External Review decision is binding on Anthem. It is also binding on you, except to the extent that you have other remedies available under federal or state law.

## Voluntary External Reviews Through your Group

Your Group may offer voluntary external review options. You should contact your Group Benefits Administrator or the Department of Labor to find out about voluntary review processes that may be available to you, such as arbitration or civil or legal action.

Your decision to submit a benefit dispute to a voluntary external review through your Group will have no effect on your rights to any other benefits provided under the terms of this Booklet. However, with the exception of the External Review process described in "External Review Through the New Hampshire Insurance Department," above, and any determination of a court of law, the determination of a voluntary external review procedure is not binding on Anthem.

## Disagreement With Recommended Treatment

Your Physician is responsible for determining the health care services that are appropriate for you. You may disagree with your Physician's decisions and you may decide not to comply with the treatment that is recommended by your Physician. You may also request services that your Physician feels are incompatible with proper medical care. In the event of a disagreement or failure to comply with recommended treatment, you have the right to refuse the recommendations of your Physician. In all cases, Anthem has the right to deny benefits for care that is not a Covered Service or is not Medically Necessary as defined in this Booklet or is otherwise not covered under the terms of this Booklet.

## Eligibility and Enrollment – Adding Members

In this section you will find information on who is eligible for coverage under this Plan and when Members can be added to your coverage. Eligibility requirements are described in general terms below. For more specific information, please see your Human Resources or Benefits Department.

### Who is Eligible for Coverage

#### The Subscriber

To be eligible to enroll as a Subscriber, the individual must:

- Be an employee, member, or retiree of the Group, and:
- Be entitled to participate in the benefit Plan arranged by the Group;
- Have satisfied any probationary or waiting period established by the Group and (for non-retirees) perform the duties of your principal occupation for the Group;
- Reside or work in the Service Area.

#### Dependents

To be eligible to enroll as a Dependent, you must be listed on the enrollment form completed by the Subscriber, meet all Dependent eligibility criteria established by the Group, and be one of the following:

- The Subscriber's spouse as recognized under the laws of the state where the Subscriber lives.
- The individual with whom the Subscriber has entered into a lawful civil union as recognized under laws that provide same gender couples in lawful civil unions with the same rights, responsibilities and obligations as afforded to lawfully married couples.

Throughout this Booklet, any reference to “marriage” means a lawful marriage or lawful civil union. Any reference to “spouse” means the individual with whom the Subscriber has entered into a lawful marriage or lawful civil union. References to legal separation apply to marriage and civil union legal separations. References to divorce apply to the termination of a lawful marriage or lawful civil union.

- [The Subscriber's Domestic Partner. Domestic Partner means a person of the same or opposite sex who meets all of the criteria for Domestic Partnership stated in the domestic partner affidavit used by the Group.

For purposes of this Plan, a Domestic Partner shall be treated the same as a spouse, and a Domestic Partner's child, adopted child, or child for whom a Domestic Partner has legal guardianship shall be treated the same as any other child.

Any federal or state law that applies to a Member who is a spouse or child under this Plan shall also apply to a Domestic Partner or a Domestic Partner's child who is a Member under this Plan. This includes but is not limited to, COBRA, FMLA, and COB. A Domestic Partner's or a Domestic Partner's child's coverage ends on the date of dissolution of the Domestic Partnership.

Both the Subscriber and the Domestic Partner must complete and sign the domestic partner affidavit used by the Group in addition to the enrollment form. Anthem reserves the right to make the ultimate decision in determining eligibility of the Domestic Partner.

Throughout this Booklet, any reference to “marriage” includes Domestic Partnerships as defined in this section. Any reference to “spouse” includes the individual with whom the Subscriber has entered into a Domestic Partnership. References to legal separation include Domestic Partner legal separations. References to divorce include termination of a Domestic Partnership.]

- The Subscriber’s or the Subscriber’s spouse’s children by blood or by law including natural children, stepchildren, newborn and legally adopted children, children for whom you are the proposed adoptive parent and who have been placed in your care and custody during the waiting period before the adoption becoming final and children who the Group has determined are covered under a Qualified Medical Child Support Order as defined by ERISA or any applicable state law, and children for whom the Subscriber or the Subscriber’s spouse is a legal guardian or as otherwise required by law. Foster children and grandchildren are not eligible for coverage unless they meet the definition of a Dependent child stated in this section.

All enrolled eligible Dependent children will continue to be covered up to the end of the month in which the child attains age 26. Coverage may be continued past the age limit in the following circumstances:

For those already enrolled Dependents who cannot work to support themselves due to mental or physical handicap: The Dependent’s disability must start before the end of the period they would become ineligible for coverage. Anthem must be informed of the Dependent’s eligibility for continuation of coverage within 31 days after the Dependent would normally become ineligible. You must then give proof as often as Anthem requires. This will not be more often than once a year after the two-year period following the child reaching the limiting age. You must give the proof at no cost to Anthem.

We may require you to give proof of continued eligibility for any enrolled child. Your failure to give this information could result in termination of a child’s coverage.

To obtain coverage for children, Anthem may require a copy of any legal documents awarding guardianship of such child(ren) to you.

## **Types of Coverage**

Your Group offers the enrollment options listed below. After reviewing the available options, you may choose the option that best meets your needs. The options are as follows:

- Subscriber only (also referred to as single coverage);
- Subscriber and spouse;
- Subscriber and one child;
- Subscriber and children;
- Subscriber and family.

## **When You Can Enroll**

### **Initial Enrollment**

The Group will offer an initial enrollment period to new Subscribers and their Dependents when the Subscriber is first eligible for coverage. Coverage will be effective based on the waiting period chosen by the Group, and will not exceed 90 days.

If you did not enroll yourself and/or your Dependents during the initial enrollment period you will only be able to enroll during an Open Enrollment period or during a Special Enrollment period or as a Late Enrollee, as described below.

## Open Enrollment

Open Enrollment refers to a period of time, at least 60 days, during which eligible Subscribers and Dependents can apply for or change coverage. Open Enrollment occurs only once per year. The Group will notify you when Open Enrollment is available.

## Special Enrollment Periods

If a Subscriber or Dependent does not enroll in this Plan when they are first eligible, they may be able to join the Plan prior to Open Enrollment if they qualify for Special Enrollment.

Special Enrollment is available for eligible individuals who were covered under a public or private health plan when they were first eligible to enroll in this plan, and who lost the prior coverage due to:

- Voluntary or involuntary termination of employment or eligibility, or
  - Voluntary or involuntary termination of the other plan's coverage (including exhaustion of coverage under continuation laws, such as COBRA whether or not such continuation options exist), or,
  - When employer contributions toward the prior coverage ends, or
  - Death of a spouse or divorce.
- A court order requiring the Subscriber to provide health coverage for an ex-spouse or a minor child under a covered employees plan, or
  - An employer offering multiple health coverages and the Subscriber elects a different plan during an Open Enrollment period.

Special Enrollment is also available to enrolled Subscribers or to individuals who did not enroll when first eligible:

- New dependent due to marriage or civil union. Employees and eligible dependents who are not covered under this health plan may enroll due to lawful marriage or lawful civil union at the same time as the new spouse. Provided that your Group and Anthem receive a completed enrollment form within 31 days of the date of marriage or civil union, coverage under this Plan will become effective on the first day of the month after receipt of the enrollment form.
- New dependent due to birth, adoption or placement for adoption. Employees and/or spouses and other eligible dependents who are not covered under this health plan may enroll at the same time as a newborn child, adopted child or a child placed in your home as the adoptive parent during the waiting period before adoption. Provided that your Group and Anthem receive a completed enrollment form within 31 days of the birth, adoption or placement, coverage under this Plan will become effective on the date of the birth, adoption or placement.

### Important Notes about Special Enrollment:

- Members who enroll during Special Enrollment are **not** considered Late Enrollees.
- Individuals must request coverage within 31 days of a qualifying event listed above in this subsection. Please see "Late Enrollees" below.
- Evidence of prior creditable coverage is required and must be furnished by you or your prior carrier.

## **Special Rules if Your Group Health Plan is Offered Through a Small Business Health Options (SHOP) Marketplace**

If your Plan is offered through a Small Business Health Options (SHOP) Marketplace operated by the state or federal government as part of the Patient Protection and Affordable Care Act, all enrollment changes must be made through the SHOP Marketplace by you or your Group. Each SHOP Marketplace will have rules on how to do this. For plans offered on a SHOP Marketplace there are additional opportunities for Special Enrollment. They include:

- Your enrollment or non-enrollment in another qualified health plan was unintentional, inadvertent or erroneous and was a result of an error, misrepresentation, or inaction by an employee or representative of the SHOP Marketplace;
- You adequately demonstrate to the SHOP Marketplace that the health plan under which you are enrolled has substantially violated a material provision of its contract with you;
- You move and become eligible for new qualified health plans;
- You are a Native American Indian, as defined by section 4 of the Indian Health Care Improvement Act, and allowed to change from one qualified health plan to another as often as once per month; or
- The SHOP Marketplace determines, under federal law, that you meet other exceptional circumstances that warrant a Special Enrollment.

You must give the SHOP Marketplace notice within 60 days of the above events if you wish to enroll.

## **Medicaid and Children's Health Insurance Program Special Enrollment**

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- The Subscriber or Dependent becomes eligible for a subsidy (state premium assistance program)

The Subscriber or Dependent must request Special Enrollment within 60 days of the above events.

## **Late Enrollees**

If the Subscriber or a Dependent does not enroll when first eligible or during a Special Enrollment period, they may enroll at any time during the year as Late Enrollees. However, coverage under this Plan will not become effective until the next Open Enrollment Period.

## **Members Covered Under the Group's Prior Plan**

Members who were previously enrolled under another plan offered by the Group that is being replaced by this Plan are eligible for coverage on the Effective Date of this coverage. Any waiting period that was not satisfied by previous creditable coverage must be satisfied under this Plan. Credit will be given for the length of time already served.

## **Enrolling Dependent Children**

### **Newborn Children**

Newborn children of the subscriber, the subscriber's covered spouse or the subscriber's covered dependent children are covered automatically from the moment of birth. Coverage for newly born children shall consist of coverage of injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities. Following the birth of a child, you must submit an enrollment form to the Group within 31 days to make sure Anthem is able to process the newborn's claims accurately.

If you do not have a "family" type membership when your child is born, and you intend to add the child as a covered dependent child, you must indicate on the enrollment form that you want to change your type of membership (for example, from "two person" to "family" or from "one person" to "parent/child"). You can obtain an enrollment form from your Group. To maintain continuous coverage for your newborn, Anthem must receive your enrollment form within 31 days of the child's birth.

- If your enrollment form is received within 31 days of the child's birth, your change in membership type will become effective on the first day of the month following the child's date of birth. If your enrollment form is not received by Anthem within 31 days after birth, your child's eligibility for benefits will end at midnight on the 31st day after the date of birth and you will not be able to enroll your child until your Group's next open enrollment period.
- If your covered dependent child gives birth, your newborn grandchild is eligible for benefits for up to 31 days from the child's date of birth. You cannot add the grandchild to your membership as a covered dependent child unless you adopt or become the legal guardian of the grandchild.

If your covered dependent child gives birth, your newborn grandchild is eligible for benefits for up to 31 days from the child's date of birth. You cannot add the grandchild to your membership as a covered dependent child unless you adopt or become the legal guardian of the grandchild.

### **Adopted Children**

A child will be considered adopted from the earlier of: (1) the moment of placement in your home; or (2) the date of an entry of an order granting custody of the child to you. The child will continue to be considered adopted unless the child is removed from your home prior to issuance of a legal decree of adoption.

Your Dependent's Effective Date will be the date of the adoption or placement for adoption if you send to Anthem the completed enrollment form within 31 days of the event.

### **Adding a Child due to Award of Legal Custody or Guardianship**

If you or your spouse is awarded legal custody or guardianship for a child, an enrollment form must be submitted within 31 days of the date legal custody or guardianship is awarded by the court. Coverage will be effective on the date the court granted legal custody or guardianship.

### **Qualified Medical Child Support Order**

If you are required by a qualified medical child support order or court order, as defined by ERISA and/or applicable state or federal law, to enroll your child in this Plan, Anthem will permit the child to enroll at any time without regard to any Open Enrollment limits and shall provide the benefits of this Plan in accordance with the applicable requirements of such order. However, a child's coverage will not extend beyond any Dependent Age Limit listed in the Schedule of Benefits.

## **Updating Coverage and/or Removing Dependents**

You are required to notify the Group of any changes that affect your eligibility or the eligibility of your Dependents for this Plan. When any of the following occurs, contact the Group and complete the appropriate forms:

- Changes in address;
- Marriage or divorce;
- Death of an enrolled family member (a different type of coverage may be necessary);
- Enrollment in another health plan or in Medicare;
- Eligibility for Medicare;
- Dependent child reaching the Dependent Age Limit (see "Termination and Continuation of Coverage");
- Enrolled Dependent child either becomes totally or permanently disabled, or is no longer disabled.

Failure to notify Anthem of individuals no longer eligible for services will not obligate Anthem to pay for such services, even if Premium is received for those individuals. All notifications must be in writing and on approved forms.

## **Nondiscrimination**

No person who is eligible to enroll will be refused enrollment based on health status, current or past medical conditions (physical or mental), claims experience or receipt of health care services, genetic information, disability or evidence of insurability, including conditions arising out of domestic violence.

## **Statements and Forms**

The Subscriber and any applicant age 18 or older represent that all statements made in his or her enrollment form for membership, and any enrollment forms or enrollment processes for membership of dependents, are true to the best of his or her knowledge and belief. If a Subscriber furnishes any misleading, deceptive, incomplete, fraudulent or untrue statement which is material to the acceptance of his or her enrollment, Anthem may terminate his or her enrollment under this health plan (and that of his or her spouse and dependents), provided that the termination action occurs within two years from the Subscriber's date of enrollment. No statement made, for the purpose of obtaining coverage, will void coverage unless it is written in the enrollment form and signed by you, the Subscriber.

# Termination and Continuation of Coverage

## Termination

Except as stated below, your coverage will remain in effect and, at your Group's option, Anthem will renew the Group Contract on a date agreed upon by Anthem and your Group. At the time of renewal, your Group or Anthem may modify the health care plan offered through your Group.

Your coverage and the coverage of your Dependents may terminate in any of the following situations.

- When the Contract between the Group and Anthem terminates. If coverage is through an association, coverage will terminate when the Contract between the association and Anthem terminates, or when your Group leaves the association. It will be the Group's responsibility to notify you of the termination of coverage.
- If you choose to terminate coverage.
- If you or your Dependents cease to meet the eligibility requirements of the Plan, subject to any applicable continuation requirements. If you cease to be eligible, the Group and/or you must notify Anthem immediately. The Group and/or you shall be responsible for payment for any services incurred by you after you cease to meet eligibility requirements.
- If you elect coverage under another carrier's health benefit plan, which is offered by the Group as an option instead of this Plan, subject to the consent of the Group. The Group agrees to immediately notify Anthem that you have elected coverage elsewhere.
- For fraud or intentional misrepresentation on the part of an individual or an individual's representative or on the part of an employer, employee, Dependent or an employee's representative.

The Subscriber and any applicant age 18 or older represent that all statements made in his or her enrollment form for membership, and any enrollment forms or enrollment processes for membership of Dependents, are true to the best of his or her knowledge and belief.

- Anthem may not renew a Subscriber's coverage for fraud committed by the Subscriber or Member in connection with the enrollment form for this Plan or with any claim filed under this Plan.
- If a Subscriber furnishes any misleading, deceptive, incomplete, fraudulent or untrue statement which is material to the acceptance of his or her enrollment, Anthem may prospectively terminate his or her enrollment (and that of his or her spouse and Dependents), provided that the termination action occurs within two years from the Subscriber's date of enrollment. No statement made, for the purpose of obtaining coverage, will void coverage unless it is written in the enrollment form and signed by you, the Subscriber.
- Your coverage and the coverage of your Dependents can be retroactively terminated or rescinded for fraud or intentional misrepresentation of a material fact on the part of a covered person, provided that the rescission occurs within two years from the Subscriber's date of enrollment. A rescission of coverage means that the coverage may be legally voided back to the start of your coverage under the Plan, just as if you never had coverage under the Plan. You will be provided with a 30 calendar day advance notice with appeal rights before your coverage is retroactively terminated or rescinded. You are responsible for paying Anthem for the cost of previously received services based on the Maximum Allowed Amount for such services, less any Copayments, Deductible, Coinsurance or Premium paid for such services. No statement made,

for the purpose of obtaining coverage, will void coverage unless it is written in the enrollment form and signed by you, the Subscriber.

- If you permit the use of your or any other Member's Plan Identification Card by any other person; use another person's Identification Card; or use an invalid Identification Card to obtain services, coverage will terminate upon 30 days advance written notice to your Group. Anyone involved in the misuse of a Plan Identification Card will be liable to and must reimburse Anthem for the Maximum Allowed Amount for services received through such misuse.
- If your Group does not pay the required Premiums or if you fail to pay or fail to make satisfactory arrangements to pay your portion of the Premium. Coverage for you and your Dependents will terminate on a date stated in a notice mailed by Anthem to the Group. Cancellation for nonpayment is considered cancellation by the Group and Subscriber, and not by Anthem.
- If your Group does not meet Anthem's minimum employee participation requirements. A notice of cancellation or nonrenewal for failure to meet minimum participation requirements will be delivered to the Group by Anthem, (or mailed to the Group's most current address, as shown on Anthem's records) at least 30 days before the effective date of the cancellation or nonrenewal.
- If a small employer is no longer actively engaged in the business that it was engaged in on the effective date of this Plan.
- If the employer restricts eligibility to participate in the plan based on an applicant's medical history or otherwise violates applicable law regarding medical underwriting, such as New Hampshire law and federal HIPAA regulations,
- If Anthem ceases to offer coverage in the small and/or large employer market, and has provided 180 days prior notification to the New Hampshire Insurance Department of such action and is otherwise in accordance with all of the terms and conditions of New Hampshire law regarding such action.
- If the Subscriber moves outside of the Service Area and the Subscriber's place of employment is not located within the Service Area.

Except for nonpayment of premium and as otherwise stated above in this subsection, any notice of cancellation or nonrenewal will be delivered to the Group by Anthem or mailed to the Group's most current address, as shown on Anthem's records at least 45 days before the Group's renewal date.

## **Removal of Members**

Upon written request through the Group, you may cancel your coverage and/or your Dependent's coverage from the Plan. If this happens, no benefits will be provided for Covered Services after the termination date.

## **[Certification of Prior Creditable Coverage**

If your coverage is terminated, you and your covered Dependents will receive a certification showing when you were covered under the Plan. You may need the document to qualify for another Group health plan.]

## **Special Rules if Your Group Health Plan is Offered Through a SHOP Marketplace**

If your Plan is offered through a SHOP Marketplace, either you or your Group may cancel your coverage and/or your Dependent's coverage through the SHOP Marketplace. Each SHOP Marketplace will have

rules on how to do this. You may cancel coverage by sending a written notice to either the SHOP Marketplace or Anthem. The date that coverage will end will be either:

- The date that you ask for coverage to end, if you provide written notice within 14 days of that date; or
- 14 days after you ask for coverage to end, if you ask for a termination date more than 14 days before you gave written notice. Anthem may agree in certain circumstances to allow an earlier termination date that you request.

## **Continuation of Coverage Under Federal Law (COBRA)**

The following applies if you are covered by a Group that is subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended.

COBRA continuation coverage can become available to you when you would otherwise lose coverage under your Group's health Plan. It can also become available to other Members of your family, who are covered under the Group's health Plan, when they would otherwise lose their health coverage. For additional information about your rights and duties under federal law, you should contact the Group.

## **Continuation of Coverage Under New Hampshire Law**

New Hampshire law allows you to continue coverage when group coverage would otherwise end.

### **Continuation for Divorce or Legal Separation**

If you and your spouse are divorced or legally separated while you are a member of a Group Health Plan, your former spouse is eligible to remain on your policy, as an active dependent until the earliest of the following events occurs:

- Remarriage of the Subscriber;
- Remarriage of the former spouse;
- Death of the Subscriber;
- The 3-year anniversary of the final decree of divorce or legal separation; or
- Such earlier time as provided by the final divorce decree or legal separation

**NOTE:** If the covered divorced or legally separated spouse is 55 years old or older, the former spouse may continue coverage until the date that he or she becomes eligible for coverage under another group health care plan, enrolls in Medicare, or first becomes eligible for Medicare after the date of the divorce or legal separation, *whichever occurs first*.

When one of the above events occurs, your Group Benefits Administrator must notify Anthem of your former spouse's ineligibility. Your former spouse may be eligible under the State of New Hampshire Continuation provisions described in B, below.

If your Group replaces this coverage with another insurance carrier, your former spouse may be eligible to continue as your active dependent under the replacement policy. Please consult with the replacement carrier for complete information.

### **New Hampshire Continuation of Coverage When Group Coverage Would Otherwise End**

This subsection applies if you experience a Continuation Event.

- You are not an eligible employee or dependent if you were not covered under the group plan at the time of the Continuation Event.

- You are not an eligible employee or dependent if you are eligible for other group coverage or you are enrolled in Medicare when a Continuation Event occurs. (If you are entitled to Medicare but not enrolled for Medicare benefits at the time of a Continuation Event, you should contact your local Social Security Office immediately for assistance because *continuation ends on the first day that you become eligible for Medicare*. For the purposes of this article, “eligible for Medicare” means that you are entitled to enroll in Medicare:
  - On a date outside the Medicare open enrollment period without application of the
  - Medicare penalty for late enrollment, or
  - On a date during an open enrollment period, *whichever date occurs first*.

**Continuation Events.** Eligible employees and their eligible dependents can elect to continue group coverage under NH law when one of the following events occurs:

- Your employment is terminated for any reason (except gross misconduct),
- Your hours of employment are reduced so that you no longer qualify to participate in your employer health care plan,
- Coverage is reduced or terminated within one year of the date your employer files for protection under the bankruptcy provisions of Title 11 of the United States Code, or
- The eligible employee dies.

Eligible dependents can elect to continue group coverage when one of the following events occurs:

- A dependent child no longer meets Anthem’s definition of a dependent child or incapacitated child,
- You (the ex-employee) and your dependents are on an 18 month continuation period and your continuation ends because you enroll in Medicare or you become eligible for Medicare following a Continuation Event.

**Continuation Periods.** You and your covered dependents may continue coverage for up to 18 months if:

- Your employment is terminated for any reason (except gross misconduct), or
- Your hours of employment are reduced so that you no longer qualify to participate in your group’s health care plan, or
- Coverage is reduced or terminated within one year of the date your employer files for protection under the bankruptcy provisions of Title 11 of the United States Code.

You may continue coverage for up to 29 months if you are disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act at any time during the first 60 days of a continuation period. (Medicare begins coverage for the disabled at 29 months.) For ease of administration, you should contact your Group and Anthem as soon as possible after you are notified of your disability status by the Social Security Administration.

Your covered surviving spouse may continue coverage for up to 36 months if coverage would otherwise end because of your death. If your surviving spouse is 55 years old or older, he or she may continue

coverage until the date that he or she becomes eligible for coverage under another group health care plan, enrolls in Medicare, or first becomes eligible for Medicare after your death, *whichever occurs first*.

Your covered spouse may continue coverage for up to 36 months if coverage would otherwise end because your spouse is on an 18 month continuation with you and your continuation ends because you enroll in Medicare or you become eligible for Medicare.

Your covered dependent may continue coverage for up to 36 months if coverage would otherwise end because:

- The child no longer meets Anthem's definition of a covered dependent child, or
- Because of your death, or
- The child is on an 18 month continuation with you and your continuation ends because you enroll in Medicare or you become eligible for Medicare.

**Note:** If any of the above events occur during an 18 month continuation period, the time spent on the 18 month period counts toward a total of 36 months of continued coverage for your child.

**Notifications.** Within 30 days of receiving notice from your Group's Benefit Administrator that you and/or your covered dependent(s) became ineligible for coverage under your group health benefit plan, you and/or your covered dependent(s) will receive a letter from Anthem notifying you and/or your covered dependent(s) of your right to elect to continue coverage.

The letter will contain information about your right to continue coverage, the amount of premium required to continue coverage and the procedure for electing continuation coverage. You will have 45 days from the date of the letter to make your election by notifying the Group Benefits Administrator of your decision to elect coverage.

Your Group Benefits Administrator will notify Anthem of your election to continue coverage.

**Continuation Premium.** The premium for continued coverage will not be more than 102 percent of the premium charged for employees with similar coverage. The initial premium payment must be paid to your employer at the same time as you submit your initial election of coverage. You must pay subsequent premiums and the administrative fee to your employer by the due date, as stated on your invoice. If you do not pay the premium by the due date, a 30-day grace period will be provided. Your continuation coverage will end if you do not pay the premium by the end of the 30-day grace period. You will be notified within 15 days before your coverage is terminated for failure to pay the premium by the end of the grace period.

**Continuation Ends.** Continuation of group coverage ends on the earlier of one of the following events:

- You become eligible for other group coverage (if you enroll in another group health care plan which contains preexisting condition or waiting period limitations, you may continue coverage only until such limitations cease),
- You enroll in Medicare or on the date that you first become eligible for Medicare following a Continuation Event,
- You do not pay the required premium and administrative fee on time, or your employer (or the insurer) terminates all health benefits for all employees.
- The legal time period of your Continuation Event has expired.

## Termination of the Entire Group Health Plan (39 Week Extension)

**Termination of the entire group health plan (39-week).** If an employer sponsored group health care plan is terminated for all employees for any reason, members who are covered at the time of such termination may elect to continue the benefits of the plan at the same group rate (plus a two percent administrative fee) as follows:

- For up to 39 weeks; (NOTE: where an individual is already on a continuation coverage, coverage shall continue until it would have expired had the plan not been terminated or for 39 weeks, whichever occurs first.),
- Until the required premium is not paid on time, or
- Until the continuing member becomes eligible for benefits under another group plan (including Medicare), *whichever event occurs first*.

**Exception:** If you enroll in another group health benefit plan while you are continuing coverage under this statute and the new plan contains preexisting condition or waiting period exclusions or limitations, you may continue coverage under this statute only until such limitations cease.

(If your Group canceled coverage with Anthem for all employees because the Group contracted for coverage with another carrier, you are always considered to be eligible for coverage under the new plan and you are not eligible to continue coverage.)

Anthem will send you a written notice explaining your right to continue coverage under this statute within 30 days of the date your group coverage terminated. Our notice will include information about the conditions of coverage and the premiums that you must pay in order to continue coverage. The election period is a period of 31 days from the date of Anthem's notice. To elect the 39-week extension, you must do both of the following with the election period.

- Notify Anthem in writing that you elect to continue coverage under this statute, and
- Provide the first monthly premium (plus a two percent administrative fee).

**Note:** Our written notice will be presented to you or mailed to you. If mailed, we will use the most current address on file at our office. Provided that you notify us in writing within this additional period and provided that you submit the required payment with your notification, the effective date of your continuation under this law is the group's cancellation date. (You are responsible for making payments as billed by Anthem for your extension of group coverage under this law. You are not responsible for paying Anthem for any premiums that were the Group's responsibility prior to the Group's cancellation date.)

After we receive your written notice of election (and your premium payment plus a two percent administration fee), Anthem will bill you for subsequent payments.

You must pay the required premium and administrative fee to Anthem by the due date, as stated on your invoice. If you do not pay the premium by the due date, a 30-day grace period will be provided. Your continuation coverage will end if you do not pay the premium by the end of the 30-day grace period. Anthem will notify you within 15 days before your coverage is terminated for failure to pay the premium by the end of the grace period.

## Strike, Lockout or Other Labor Dispute

If your Group pays part or all of the premiums required to maintain coverage under this Booklet and your compensation is suspended or terminated directly or indirectly as the result of a strike, lockout or other labor dispute, you the employee may maintain coverage under this Booklet for up to 6 months from the

date your compensation is suspended. You must make premium payments on time directly to your Group during the 6-month period. Your Group must remit your payments to Anthem by the due date, as shown on Anthem's invoice issued to your Group.

During the 6-month period, your Group coverage cannot be altered or changed except for modifications that can occur upon expiration and renewal of your Group plan and the decreases or increases of the premium rate upon renewal.

Under New Hampshire law, your Group is required to notify you in writing immediately upon suspension or termination of your compensation as the result of a strike, lockout or other labor dispute. Notice must be sent by mail to the address last on record with your Group.

Eligibility for coverage under this subsection ends when the earliest of the following events occurs:

- You become a full-time employee with another employer, or
- Your premiums are not remitted when due. If you do not pay the premium by the due date, a 30-day grace period will be provided. Your continuation coverage will end if you do not pay the premium by the end of the 30-day grace period. You will be notified within 15 days before your coverage is terminated for failure to pay the premium by the end of the grace period, or
- 6 months after your compensation is suspended or terminated as the result of a strike, lockout or other labor dispute.

After the 6-month period ends, you, the employee may continue coverage under this Booklet for an additional 12 months as if you originally had elected the rights provided under "New Hampshire Continuation of Coverage When Group Coverage Would Otherwise End" (above) and subject to the same conditions stated in "New Hampshire Continuation of Coverage When Group Coverage Would Otherwise End."

## **Continuation of Coverage Due To Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Subscriber or his / her Dependents may have a right to continue health care coverage under the Plan if the Subscriber must take a leave of absence from work due to military leave.

Employers must give a cumulative total of five years and in certain instances more than five years, of military leave.

"Military service" means performance of duty on a voluntary or involuntary basis and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

During a military leave covered by USERRA, the law requires employers to continue to give coverage under this Plan to its Members. The coverage provided must be identical to the coverage provided to similarly situated, active employees and Dependents. This means that if the coverage for similarly situated, active employees and Dependents is modified, coverage for you (the individual on military leave) will be modified.

You may elect to continue to cover yourself and your eligible Dependents by notifying your employer in advance and submitting payment of any required contribution for health coverage. This may include the amount the employer normally pays on your behalf. If your military service is for a period of time less than 31 days, you may not be required to pay more than the active Member contribution, if any, for continuation of health coverage. For military leaves of 31 days or more, you may be required to pay up to 102% of the full cost of coverage, i.e., the employee and employer share.

The amount of time you continue coverage due to USERRA will reduce the amount of time you will be eligible to continue coverage under COBRA.

### **Maximum Period of Coverage During a Military Leave**

Continued coverage under USERRA will end on the earlier of the following events:

1. The date you fail to return to work with the Group following completion of your military leave. Subscribers must return to work within:
  - a) The first full business day after completing military service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such military service.
  - b) 14 days after completing military service for leaves of 31 to 180 days,
  - c) 90 days after completing military service for leaves of more than 180 days; or
2. 24 months from the date your leave began.

### **Reinstatement of Coverage Following a Military Leave**

Regardless of whether you continue coverage during your military leave, if you return to work your health coverage and that of your eligible Dependents will be reinstated under this Plan if you return within:

1. The first full business day of completing your military service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such military service;
2. 14 days of completing your military service for leaves of 31 to 180 days; or
3. 90 days of completing your military service for leaves of more than 180 days.

If, due to an illness or injury caused or aggravated by your military service, you cannot return to work within the time frames stated above, you may take up to:

1. Two years; or
2. As soon as reasonably possible if, for reasons beyond your control you cannot return within two years because you are recovering from such illness or injury.

If your coverage under the Plan is reinstated, all terms and conditions of the Plan will apply to the extent that they would have applied if you had not taken military leave and your coverage had been continuous. Any Probationary Periods will apply only to the extent that they applied before as if you had been continually covered under the Plan from your original Effective Date.

Please note that, regardless of the continuation and/or reinstatement provisions listed above, this Plan will not cover services for any illness or injury caused or aggravated by your military service, as indicated in the "What's Not Covered" Section.

### **Individual Insurance Offered by Anthem**

When a continuation of Group coverage ends, you shall have the right to convert to an individual policy offered by Anthem.

## Family and Medical Leave Act of 1993

A Subscriber who is taking a period of leave of absence under the Family and Medical Leave Act of 1993 (the Act) will retain eligibility for coverage during this period. The Subscriber and his or her Dependents shall not be considered ineligible due to the Subscriber not being at work.

If the Subscriber does not retain coverage during the leave period, the Subscriber and any eligible Dependents who were covered immediately prior to the leave may be reinstated upon return to work without medical underwriting. To obtain coverage for a Subscriber upon return from leave under the Act, the Group must give evidence satisfactory to Anthem of the applicability of the Act to the Subscriber, including a copy of the health care Provider statement allowed by the Act.

## Extension of Benefits Due To Total Disability

New Hampshire regulations provide extension rights for Members with continuous Total Disabilities, even if a Member does not elect to continue coverage as otherwise described in this section.

You are entitled to an extension of the benefits described in this Booklet when:

- Your group coverage with Anthem ends, and
- You have a continuous Total Disability on the termination date.

If you are entitled to benefits for a continuous Total Disability existing on the cancellation date, benefits for that disability will be allowed for up to 12 months beyond the Group's date of cancellation.

Your eligibility for an extension of benefits for a continuous Total Disability ends when:

- The 12-month continuous Total Disability period ends, or
- Your continuous Total Disability ends, or
- You reach the limit of benefits available to you under your Booklet, *whichever event occurs first*.

A Member has a continuous Total Disability if:

- The Member is totally disabled from engaging in any employment or occupation for which he or she is or becomes qualified by reason of education, training or experience, and
- The Member is not engaged in any employment or occupation for wage or profit.

You (or someone acting for you) must notify Anthem that you qualify for an extension of benefits due to Total Disability. To do so, please call Customer Service for assistance.

Total Disability extensions are not available for services connected to dental expenses.

# General Provisions

## Assignment

The Group cannot legally transfer this Booklet, without obtaining written permission from Anthem. Members cannot legally transfer the coverage. Benefits available under this Booklet are not assignable by any Member without obtaining written permission from us, unless in a way described in this Booklet .

## Clerical Error

A clerical error will never disturb or affect your coverage, as long as your coverage is valid under the rules of the Plan. This rule applies to any clerical error, regardless of whether it was the fault of the Group or Anthem.

## Confidentiality and Release of Information

Anthem will use reasonable efforts, and take the same care to preserve the confidentiality of your medical information. Anthem may use data collected in the course of providing services hereunder for statistical evaluation and research. If such data is ever released to a third party, it shall be released only in aggregate statistical form without identifying you. Medical information may be released only with your written consent or as required by law. It must be signed, dated and must specify the nature of the information and to which persons and organizations it may be disclosed. You may access your own medical records.

Anthem may release your medical information to professional peer review organizations and to the Group for purposes of reporting claims experience or conducting an audit of Anthem's operations, provided the information disclosed is reasonably necessary for the Group to conduct the review or audit.

A statement describing Anthem's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request.

## Conformity with Law

Any term of the Plan which is in conflict with New Hampshire law or with applicable federal laws will hereby be automatically amended to conform with the minimum requirements of such laws.

## Contract with Anthem

The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Plan constitutes a Contract solely between the Group and Anthem Health Plans of New Hampshire, Inc., dba Anthem Blue Cross and Blue Shield, as administrator of HMO products and its wholly owned subsidiary Matthew Thornton Health Plan, Inc., underwriter of HMO products, collectively referred to as Anthem, and that Anthem is an independent corporation licensed to use the Blue Cross and Blue Shield names and marks in the state of New Hampshire. The Blue Cross Blue Shield marks are registered by the Blue Cross and Blue Shield Association, an association of independently licensed Blue Cross and Blue Shield plans, with the U.S. Patent and Trademark Office in Washington, D.C. and in other countries. Further, Anthem is not contracting as the agent of the Blue Cross and Blue Shield Association or any other Blue Cross and/or Blue Shield plan or licensee. The Group, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to the Group for any of Anthem's obligations to the Group created under the

Contract. This paragraph shall not create any additional obligations whatsoever on Anthem's part other than those obligations created under other terms of this agreement.

## Entire Contract

Note: The laws of the state in which the Group Contract is issued will apply unless otherwise stated herein.

This Booklet, the Group Contract, the Group application, any riders, endorsements or attachments, and the individual enrollment forms of the Subscriber and Dependents constitute the entire contract between the Group and Anthem and as of the Effective Date, supersede all other agreements. Any and all statements made to Anthem by the Group and any and all statements made to the Group by Anthem are representations and not warranties. No such statement, unless it is contained in a written application for coverage under this Booklet, shall be used in defense to a claim under this Booklet.

## Form or Content of Booklet

No agent or employee of Anthem is authorized to change the form or content of this Booklet. Changes can only be made through a written authorization, signed by an officer of Anthem.

## Medical Policy and Technology Assessment

Anthem reviews and evaluates new technology according to its technology evaluation criteria developed by its Medical Directors. Technology assessment criteria are used to determine the Experimental / Investigational status or Medical Necessity of new technology. Guidance and external validation of Anthem's medical policy is provided by the Medical Policy and Technology Assessment Committee (MPTAC) which consists of approximately 20 Doctors from various medical specialties including Anthem's Medical Directors, Doctors in academic medicine and Doctors in private practice.

Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to Medical Necessity criteria used to determine whether a procedure, service, supply or equipment is covered.

## Medicare

Any benefits covered under both this Plan and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Booklet terms, and federal law.

Except when federal law requires Anthem to be the primary payer, the benefits under this Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which Members are entitled under Medicare. You should enroll in Medicare Part B as soon as possible to avoid potential liability.

## Modifications

This Booklet allows the Group to make Plan coverage available to eligible Members. However, this Booklet shall be subject to amendment, modification, and termination in accordance with any of its terms, the Group Contract, or by mutual agreement between the Group and Anthem without the permission or involvement of any Member. Changes will not be effective until the date specified in the written notice Anthem gives to the Group about the change. By electing medical and Hospital coverage under the Plan or accepting Plan benefits, all Members who are legally capable of entering into a contract, and the legal

representatives of all Members that are incapable of entering into a contract, agree to all terms and conditions in this Booklet .

No agent has the authority to change or waive any of the provisions of this Booklet. No change in the Booklet shall be valid unless approved by Anthem's chief executive in New Hampshire and evidenced by amendment to the Booklet or by amendment to the Booklet signed by the Subscriber and Anthem.

## Not Liable for Provider Acts or Omissions

Anthem is not responsible for the actual care you receive from any person. This Booklet does not give anyone any claim, right, or cause of action against Anthem based on the actions of a Provider of health care, services, or supplies.

## Policies and Procedures

Anthem is able to introduce new policies, procedures, rules and interpretations, as long as they are reasonable. Such changes are introduced to make the Plan more orderly and efficient. Members must follow and accept any new policies, procedures, rules, and interpretations.

Under the terms of the Group Contract, Anthem has the authority, in its sole discretion, to introduce or terminate from time to time, pilot or test programs for disease management or wellness initiatives which may result in the payment of benefits not otherwise specified in this Booklet . Anthem reserves the right to discontinue a pilot or test program at any time. Anthem will give thirty (30) days advance written notice to the Group of the introduction or termination of any such program.

## Relationship of Parties (Group-Member-Anthem)

The Group is responsible for passing information to you. For example, if Anthem gives notice to the Group, it is the Group's responsibility to pass that information to you. The Group is also responsible for passing eligibility data to Anthem in a timely manner. If the Group does not give Anthem with timely enrollment and termination information, Anthem is not responsible for the payment of Covered Services for Members.

## Relationship of Parties (Anthem and In-Network Providers)

The relationship between Anthem and In-Network Providers is an independent contractor relationship. In-Network Providers are not agents or employees of ours, nor is Anthem, or any employee of Anthem, an employee or agent of In-Network Providers.

Your health care Provider is solely responsible for all decisions regarding your care and treatment, regardless of whether such care and treatment is a Covered Service under this Plan. Anthem shall not be responsible for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by you while receiving care from any In-Network Provider or in any In-Network Provider's Facilities.

Your In-Network Provider's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to the provision of services or Referrals to other Providers, including In-Network Providers, Out-of-Network Providers, and disease management programs. If you have questions regarding such incentives or risk sharing relationships, please contact your Provider or Anthem.

## Right of Recovery

Whenever payment has been made in error, Anthem will have the right to recover such payment from you or, if applicable, the Provider. You will not receive notice of an adjusted cost share amount as a result of such recovery activity.

We have oversight responsibility for compliance with Provider and vendor contracts. Anthem may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider or vendor resulting from these audits if the return of the overpayment is not feasible. Anthem has established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses and settle or compromise recovery amounts. Anthem will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. Anthem may not give you notice of overpayments made by Anthem or you if the recovery method makes providing such notice administratively burdensome.

## Unauthorized Use of Identification Card

If you permit your Identification Card to be used by someone else or if you use the card before coverage is in effect or after coverage has ended, you will be liable for payment of any expenses incurred resulting from the unauthorized use. Fraudulent misuse could also result in termination of the coverage.

## Value of Covered Services

For purposes of subrogation, reimbursement of excess benefits, or reimbursement under any Workers' Compensation or Employer Liability Law, the value of Covered Services shall be the amount Anthem paid for the Covered Services.

## Waiver

No agent or other person, except an authorized officer of Anthem, is able to disregard any conditions or restrictions contained in this Booklet, to extend the amount of time for making a payment to Anthem, or to bind Anthem by making any promise or representation or by giving or receiving any information.

## Workers' Compensation

The benefits under this Plan are not designed to duplicate benefits that you are eligible for under Workers' Compensation Law. If Anthem pays benefits for services you receive, all money paid or owed by Workers' Compensation for your services shall be paid back to Anthem by you or on your behalf. It is understood that coverage under this Plan does not replace or affect any Workers' Compensation coverage requirements.

## Definitions

If a word or phrase in this Booklet has a special meaning, such as Medical Necessity or Experimental / Investigational, it will start with a capital letter, and be defined below. If you need additional clarification on any of these definitions, please contact Customer Service at [1-800-870-3122].

### Accidental Injury

An unexpected Injury for which you need Covered Services while enrolled in this Plan. It does not include injuries that you get benefits for under any Workers' Compensation, Employer's liability or similar law.

### Adverse Determination

A decision by Anthem (or by a designated clinical review entity of Anthem) that a scheduled or emergency admission, continued stay, availability of care, or other health care service has been reviewed and does not meet Anthem's definition of Medical Necessity, appropriateness, health care setting, level of care or effectiveness. Therefore, benefits are denied, reduced or terminated by Anthem.

### Ambulatory Surgical Facility

A Facility, with a staff of Doctors, that:

1. Is licensed as required;
2. Has permanent facilities and equipment to perform surgical procedures on an Outpatient basis;
3. Gives treatment by or under the supervision of Doctors, and nursing services when the patient is in the Facility;
4. Does not have Inpatient accommodations; and
5. Is not, other than incidentally, used as an office or clinic for the private practice of a Doctor or other professional Provider.

### Anthem

Anthem Health Plans of New Hampshire, Inc., operating as Anthem Blue Cross and Blue Shield (Anthem). Anthem is a stock corporation and licensed Accident and Health insurer in the State of New Hampshire.

### Authorized Service(s)

A Covered Service you get from an Out-of-Network Provider that Anthem has agreed to cover at the In-Network level. You will have to pay any In-Network Deductible, Coinsurance, and/or Copayment(s) that apply, and may also have to pay the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please see "Claims Payment" for more details.

### Benefit Period

The length of time Anthem will cover benefits for Covered Services. For Calendar Year plans, the Benefit Period starts on January 1<sup>st</sup> and ends on December 31<sup>st</sup>. For Plan Year plans, the Benefit Period starts on your Group's effective or renewal date and lasts for 12 months. (See your Group for details.) The Schedule of Benefits shows if your Plan's Benefit Period is a Calendar Year or a Plan Year. If your coverage ends before the end of the year, then your Benefit Period also ends.

### Benefit Period Maximum

The most we will cover for a Covered Service during a Benefit Period.

## **Birthing Center**

An outpatient Facility operating in compliance with all applicable state licensing and regulatory requirements for Birthing Centers. The primary function of a Birthing Center is to provide outpatient Facility services for prenatal care, delivery of a baby and postpartum care for a mother and her newborn. To be eligible for benefits under this Booklet, a Birthing Center must have a written agreement directly with Anthem or with another Blue Cross and Blue Shield plan to provide Covered Services to Members. Otherwise, no benefits are available for services furnished by a Birthing Center.

## **BlueCard Provider**

A Provider outside New Hampshire that is not an In-Network Provider, but has a written payment agreement with the local Blue Cross and Blue Shield Plan.

## **Booklet**

This document (also called the Certificate of Coverage), which describes the terms of your benefits. It is part of the Group Contract with your Employer, and is also subject to the terms of the Group Contract.

## **Brand Name Drug**

Prescription Drugs that the PBM has classified as Brand Name Drugs through use of an independent proprietary industry database.

## **Calendar Year**

A Benefit Period that starts on January 1<sup>st</sup> and ends on December 31<sup>st</sup>.

## **Claim Denial**

Any of the following: Anthem's denial, reduction, or termination of, or failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on a determination of a member's eligibility for coverage under this Booklet. Claim Denial also includes Anthem's denial, reduction or termination of, or failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of utilization review procedures, as well as failure to cover a service for which benefits are otherwise provided based on a determination that the service is Experimental, Investigational or not Medically Necessary or appropriate.

## **Coinsurance**

Your share of the cost for Covered Services, which is a percent of the Maximum Allowed Amount. You normally pay Coinsurance after you meet your Deductible. For example, if your Plan lists 20% Coinsurance on office visits, and the Maximum Allowed Amount is \$100, your Coinsurance would be \$20 after you meet the Deductible. The Plan would then cover the rest of the Maximum Allowed Amount. See the "Schedule of Benefits" for details. Your Coinsurance will not be reduced by any refunds, rebates, or any other form of negotiated post-payment adjustments.

## **Community Mental Health Center**

A licensed center approved by the Director of the Division of Mental Health and Developmental Services, Department of Health and Human Services of the State of New Hampshire as a Community Mental Health Center as defined in the Community Mental Health Centers Act of 1963 or licensed in accordance with the provisions of the laws of the state in which they practice which meet or exceed the certification standards of the State of New Hampshire.

## **Copayment**

A fixed amount you pay toward a Covered Service. You normally have to pay the Copayment when you get health care. The amount can vary by the type of Covered Service you get. For example, you may have to pay a \$15 Copayment for an office visit, but a \$150 Copayment for Emergency Room Services. See the "Schedule of Benefits" for details. Your Copayment will be the lesser of the amount shown in the Schedule of Benefits or the amount the Provider charges.

## **Covered Services**

Health care services, supplies, or treatment described in this Booklet that are given to you by a Provider. To be a Covered Service the service, supply or treatment must be:

- Medically Necessary or specifically included as a benefit under this Booklet.
- Within the scope of the Provider's license.
- Given while you are covered under the Plan.
- Not Experimental / Investigational, excluded, or limited by this Booklet, or by any amendment or rider to this Booklet.
- Approved by us before you get the service if prior authorization is needed.

A charge for a Covered Service will apply on the date the service, supply, or treatment was given to you.

The date for applying Deductible and other cost shares for Inpatient Facility charges is the date you enter the Facility.

Covered Services do not include services or supplies not described in the Provider records.

## **Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical workers; (b) is not given to you or supervised by such workers or does not meet the rules for post-Hospital Skilled Nursing Facility care; (c) is given when you have already reached the greatest level of physical or mental health and are not likely to improve further.

Custodial Care includes any type of care meant to help you with activities of daily living that does not require the skill of trained medical or paramedical workers. Examples of Custodial Care include:

- Help in walking, getting in and out of bed, bathing, dressing, eating, or using the toilet,
- Changing dressings of non-infected wounds, after surgery or chronic conditions,
- Preparing meals and/or special diets,
- Feeding by utensil, tube, or gastrostomy,
- Common skin and nail care,
- Supervising medicine that you can take yourself,
- Catheter care, general colostomy or ileostomy care,
- Routine services which we decide can be safely done by you or a non-medical person without the help of trained medical and paramedical workers,
- Residential care and adult day care,
- Protective and supportive care, including education,
- Rest and convalescent care.

Care can be Custodial even if it is recommended by a professional or performed in a Facility, such as a Hospital or Skilled Nursing Facility, or at home.

## **Deductible**

The amount you must pay for Covered Services before benefits begin under this Plan. For example, if your Deductible is \$1,000, your Plan won't cover anything until you meet the \$1,000 Deductible. The Deductible may not apply to all Covered Services. Please see the Schedule of Benefits for details.

## **Dependent**

A member of the Subscriber's family who meets the rules listed in the "Eligibility and Enrollment-Adding Members" section and who has enrolled in the Plan.

## **Diabetes Education Provider**

A certified, registered or licensed health care expert in diabetes management.

## **Doctor**

See the definition of "Physician."

## **[Domestic Partner**

A person of the same or opposite sex who meets all of the criteria for Domestic Partnership stated in the domestic partner affidavit used by your Group.]

## **Effective Date**

The date that your coverage begins under this Plan.

## **Emergency (Emergency Medical Condition)**

"Emergency," or "Emergency Medical Condition" means a medical condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that not getting immediate medical care could result in: (a) placing the patient's health in serious danger or, for a pregnant women, placing the women's health or the health of her unborn child in serious danger; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Such conditions include but are not limited to, chest pain, stroke, poisoning, serious breathing problems, unconsciousness, severe burns or cuts, uncontrolled bleeding, or seizures and such other acute conditions.

## **Emergency Care**

"Emergency Care" means a medical exam done in the Emergency Department of a Hospital, and includes services routinely available in the Emergency Department to evaluate an Emergency Medical Condition. It includes any further medical exams and treatment required to stabilize the patient.

## **Enrollment Date**

The first day you are covered under the Plan or, if the Group imposes a waiting period, the first day of your waiting period.

## **Excluded Services (Exclusion)**

Health care services your Plan doesn't cover.

## **Experimental or Investigational**

Anthem will not pay for Experimental or Investigational Services. Except as stated in the "What's Covered" section, "Clinical Trials," no benefits are available for the cost of care related to, resulting from,

arising from or provided in connection with Experimental or Investigational Services. No benefits are available for care furnished for complications arising from Experimental or Investigational Services.

Experimental or Investigational Service" means any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply that is Experimental or Investigational and is used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition.

A drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental or Investigational if one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought:

- The service cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA) or any other state or federal regulatory agency and such final approval has not been granted; or
- The service has been determined by the FDA to be contraindicated for the specific use; or
- The service is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- The service is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
- The service is provided pursuant to informed consent documents that describe the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental or Investigational or otherwise indicate that the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product equipment, procedure, treatment, service, or supply is under evaluation.

A service that is not Experimental or Investigational based on the above criteria may still be Experimental or Investigational if:

- The scientific evidence is not conclusory concerning the effect of the service on health outcomes;
- The evidence does not demonstrate that the service improves the net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
- The evidence does not demonstrate that the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
- The evidence does not demonstrate that the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.

When applying the above provisions to the administration of benefits under this health plan, Anthem may include one or more items from the following list which is not all inclusive:

- Published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
- Evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or

- Documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate, or investigate the use of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- Documents of an IRB or other similar body performing substantially the same function; or
- Consent document(s) used by the treating physicians, other medical professionals, or facilities or by other treating physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- The written protocol(s) used by the treating physicians, other medical professionals, or facilities or by other treating physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- Medical records; or
- The opinions of consulting Providers and other experts in the field.

Anthem uses the terms of this subsection in reviewing services that may be Experimental or Investigational. Anthem's medical policy assists in Anthem's review. Anthem's medical policy reflects the standards of practice and medical interventions identified as reflecting appropriate medical practice. However, the benefits, exclusions and limitations stated in this Booklet take precedence over medical policy.

You have the right to appeal benefit determinations made by Anthem, including Adverse Determinations regarding Experimental/Investigational Services. For complete information about the appeal process, please see the "Appeal and External Review" section.

## **Facility**

A health care facility including but not limited to, a Hospital, freestanding Ambulatory Surgical Facility, Physical Rehabilitation Facility, Skilled Nursing Facility, Birthing Center, Home Health Agency or mental health Facility, as defined in this Booklet. The Facility must be licensed, registered or approved by the Joint Commission on Accreditation of Hospitals or meet specific rules set by Anthem.

## **Generic Drugs**

Prescription Drugs that the PBM has classified as Generic Drugs through use of an independent proprietary industry database. Generic Drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the Brand Name Drug.

## **Group**

An organization (such as a large employer, small employer, qualified association as defined by law and/or a licensed purchasing alliance as defined by law) to which you belong, that arranges for your coverage as described in this Booklet.

## **Group Benefits Administrator**

The person at your company or place of employment who handles health benefits for your Group.

## **Group Contract (or Contract)**

The Contract between Anthem and the Group. It includes this Booklet, your enrollment form, any enrollment or change form, your Identification Card, any endorsements, riders or amendments, and any legal terms added by Anthem to the original Contract.

The Group Contract is kept on file by the Group. If a conflict occurs between the Group Contract and this Booklet, the Group Contract controls.

## **Home Health Agency**

A state authorized and licensed agency or organization that provides nursing and therapeutic care in the home of the Member. It must maintain permanent records of services provided to its patients, employ a full-time administrator and have at least one Registered Nurse (R.N.) either on the staff or available to it

## **Hospital**

A Provider licensed and operated as required by law, which has:

1. Room, board, and nursing care;
2. A staff with one or more Doctors on hand at all times;
3. 24 hour nursing service;
4. All the facilities on site are needed to diagnose, care, and treat an illness or injury; and
5. Is fully accredited by the Joint Commission on Accreditation of Health Care Organizations.

The term Hospital does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial Care
6. Educational care
7. Subacute care

## **Identification Card**

The card Anthem gives you that shows your Member identification, Group numbers, and the plan you have.

## **In-Network Provider**

A Provider that has a contract, either directly or indirectly, with us, or another organization, to give Covered Services to Members through negotiated payment arrangements.

## **Inpatient**

A Member who is treated as a registered bed patient in a Hospital and for whom a room and board charge is made.

## **Late Enrollees**

Subscribers or Dependents who request enrollment in the Plan after the initial enrollment period. An individual will not be considered a Late Enrollee if the person enrolls during a Special Enrollment period. Please refer to the "Eligibility and Enrollment – Adding Additional Members" section for further details.

## **Maximum Allowed Amount**

The maximum payment that Anthem will allow for Covered Services. For more information, see the “Claims Payment” section.

## **Medical Director**

A physician licensed under New Hampshire law, who is employed by Anthem and is responsible for Anthem’s utilization review techniques and methods and their administration and implementation.

## **Medical Necessity (Medically Necessary)**

Health care services or products provided to an enrollee for the purposes of preventing, stabilizing, diagnosing, or treating an illness, injury, or disease or the symptoms of an illness, injury, or disease in a manner that is:

- Consistent with generally accepted standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration;
- Demonstrated through scientific evidence to be effective in improving health outcomes;
- Representative of “best practices” in the medical profession; and
- Not primarily for the convenience of the enrollee or the Provider.

Please note: The fact that a Provider or other health practitioner orders, prescribes, recommends or furnishes health care services or products will not cause the intervention to be automatically considered Medically Necessary. Anthem may consult the Medical Director and/or independent medical specialists, peer review committees, or other health care professionals qualified to make a recommendation regarding the Medical Necessity of any service or product prescribed for a Member.

You have the right to appeal benefit determinations made by Anthem or its delegated entities, including Adverse Determinations regarding Medical Necessity. For complete information about the appeal process, please see the “Appeal and External Review Procedures” section.

## **Member**

People, including the Subscriber and his or her Dependents, who have met the eligibility rules, completed the enrollment process, and enrolled in the Plan. Members are called “you” and “your” in this Booklet.

## **New Hampshire Certified Midwife**

An individual who is a certified midwife under New Hampshire law.

## **Open Enrollment**

A period of time in which eligible people or their dependents can enroll without penalty after the initial enrollment. See the “Eligibility and Enrollment-Adding Members” section for more details.

## **Out-of-Network Provider**

A Provider that does not have an agreement or contract with Anthem or Anthem’s subcontractor(s) to give services to our Members.

You will often get a lower level of benefits when you use Out-of-Network Providers.

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

The most you pay during a Benefit Period for Covered Services before your Plan begins benefits. The Out-of-Pocket limit does *not* include your Premium, amounts over the Maximum Allowed Amount, or charges for health care that your Plan doesn't cover. The Out-of-Pocket Limit may consist of Deductibles, Coinsurance, and/or Copayments. Please see the "Schedule of Benefits" for details.

## **Intensive Outpatient Treatment Program**

An intensive, nonresidential behavioral health program designed to reduce or eliminate the need for an Inpatient admission. The program must provide multidisciplinary structured, therapeutic group treatment under the direction of a qualified Provider. A qualified Provider is an eligible Provider of mental health or substance abuse services, as stated in this Booklet, who has achieved at least a masters degree in his or her field of practice and is practicing within the scope of his or her license. In most instances, the program will operate at least three hours per day, three days per week.

## **Partial Hospitalization Program**

An intensive nonresidential behavioral health program designed to reduce or eliminate the need for an Inpatient admission. The program must provide multidisciplinary structured, therapeutic group treatment under the direction of a qualified Provider. A qualified Provider is an eligible Provider of mental health or substance abuse services, as stated in this Booklet, who has achieved at least a masters degree in his or her field of practice and is practicing within the scope of his or her license. In most instances, the program will operate at least 6 hours per day, five days per week.

## **Pharmacy**

A place licensed by state law where you can get Prescription Drugs and other medicines from a licensed pharmacist when you have a prescription from your Doctor.

## **Pharmacy and Therapeutics (P&T) Process**

The purpose of the P&T process is to make clinically based recommendations that will help promote access to quality, affordable medications within the pharmacy benefit plan. The process includes health care professionals such as nurses, pharmacists, and Doctors. The committees of the WellPoint National Pharmacy and Therapeutics Process meet regularly to discuss and determine clinical and financial value of medications for Members. This process first evaluates the clinical evidence of each product under review. The clinical review is then combined with a thorough review of the market dynamics, member impact and financial value to make decisions for the formulary. Anthem's programs may include, but are not limited to, Drug utilization programs, prior authorization criteria, therapeutic conversion programs, cross-branded initiatives, and Drug profiling initiatives.

## **Physical Rehabilitation Facility**

A state authorized and licensed facility for physical rehabilitation services where short-term active professional care is provided.

## **Physician (Doctor)**

Includes the following when licensed by law:

- Doctor of Medicine (M.D.) legally entitled to practice medicine and perform surgery,
- Doctor of Osteopathy (D.O.) legally licensed to perform the duties of a D.O.,
- Doctor of Chiropractic (D.C.), legally licensed to perform the duties of a chiropractor;
- Doctor of Podiatric Medicine (D.P.M.) legally entitled to practice podiatry, and
- Doctor of Dental Medicine (D.D.M.), Doctor of Dental Surgery (D.D.S.), legally entitled to provide dental services.

Optometrists, Psychologists (PhD) and Advanced Practice Registered Nurses (APRN) are also Physicians (Doctors) when legally licensed and giving Covered Services within the scope of their licenses.

### **Psychiatric Advanced Practice Registered Nurse**

A professional who is licensed as a registered nurse in advanced practice by the State of New Hampshire or licensed in accordance with the provisions of the laws of the state in which they practice and who is certified as a clinical specialist in psychiatric and mental health nursing.

### **Plan**

The benefit plan your Group has purchased, which is described in this Booklet.

### **Plan Year**

A Benefit Period that starts on your Group's effective or renewal date and lasts for 12 months.

### **Post-Service Claim**

Any claim for a health benefit to which the terms of the plan do not condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining the medical care or disability benefit. "Post-service claim" shall not include a request for reimbursement made by a Provider pursuant to the terms of an agreement between the Provider and Anthem.

### **Pre-Service Claim**

Any claim for a benefit under a health plan with respect to which the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. "Pre-service claim" shall not include a request for reimbursement made by a Provider pursuant to the terms of an agreement between the Provider and Anthem.

### **Precertification**

A required review of a service, treatment or admission for a benefit coverage determination which must be done before the service, treatment or admission start date.

### **Predetermination**

An optional, voluntary request for a benefit coverage determination before a service or treatment occurs, such as a future Inpatient admission or a request to continue Inpatient days or on-going treatment. We will check your Booklet to find out if there is an Exclusion for the service or treatment. If there is a related clinical coverage guideline, the benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity under this Booklet or is Experimental / Investigational as that term is defined in this Booklet.

### **Premium**

The amount that you and/or the Group must pay to be covered by this Plan. This may be based on your age and will depend on the Group's Contract with us. Premium rates accepted by your Group at initial enrollment or at the Group's annual renewal are guaranteed for 12 months from the effective date of the Group's coverage. Premium rates may change if your Group changes the plan offered to employees or on the date of your Group's annual renewal. Anthem will notify your Group of any renewal premium increase at least 60 days before your Group's annual renewal date.

## **Prescription Drug (Drug)**

A medicine that is made to treat illness or injury. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original packing label that says, "Caution: Federal law prohibits dispensing without a prescription." This includes the following:

- 1) Compounded (combination) medications, which contain at least one such medicinal substance, and is not essentially a copy of a commercially available drug product.
- 2) Insulin, diabetic supplies, including diabetic needles and syringes.

## **Primary Care Physician ("PCP")**

A Physician who gives or directs health care services for you. PCPs include internists, family practitioners, general practitioners, Advanced Practice Registered Nurses (APRN), and pediatricians or any other practice allowed by the Plan. A PCP supervises, directs and gives initial care and basic medical services to you and is in charge of your ongoing care.

## **Primary Care Provider**

A Physician, Advanced Practice Registered Nurse (APRN), clinical nurse specialist, physician assistant, or any other Provider licensed by law and allowed under the Plan, who gives, directs, or helps you get a range of health care services.

## **Private or Public Hospital**

A licensed Private Psychiatric Hospital or Public Mental Health Hospital that provides diagnostic services, treatment and care of acute mental illnesses under the care of a staff of Physicians. A Private or Public Hospital must provide 24-hour nursing service by or under the supervision of a Registered Nurse (R.N.) and must keep permanent medical history records.

## **Provider**

A professional or Facility that is duly licensed or certified as required by law in the state which regulates their licensure and practice and each acting within the scope of the applicable license or certification and is approved by Anthem. This includes any Provider that New Hampshire law says we must cover when they give you services that New Hampshire law says we must cover. Covered Providers are described throughout this Booklet. If you have a question about a Provider not described in this Booklet please call Customer Service at [1-800-870-3122] for assistance.

## **Referral**

A specific recommendation by a Member's PCP that the Member should receive evaluation or treatment from a specific Provider. A recommendation from a PCP is a Referral only to the extent of the specific services approved by the PCP on the written Referral form or by other notification methods prescribed by Anthem for use by PCPs. A general statement by a PCP that a Member should seek a particular type of service or Provider does not constitute a Referral under this Booklet.

## **Residential Psychiatric Treatment Facility**

A licensed Facility approved by the Director of the Division of Mental Health and Developmental Services, Department of Health and Human Services of the State of New Hampshire.

## **Retail Health Clinic**

A Facility that gives limited basic health care services to Members on a “walk-in” basis. These clinics are often found in major pharmacies or retail stores. Medical services are typically given by Physician Assistants and Advanced Practice Registered Nurses.

## **Service Area**

The geographical area where you can get Covered Services from an In-Network Provider. For the purposes of this Plan, the Service Area is the State of New Hampshire. The Service Area also includes the cities and towns of Maine, Massachusetts and Vermont whose borders directly adjoin the New Hampshire border.

## **Short Term General Hospital**

A health care institution having an organized professional and medical staff and Inpatient Facilities that care primarily for patients with acute diseases and injuries with an average patient length of stay of 30 days or less.

## **Skilled Nursing Facility**

An institution which is, pursuant to law, in compliance with all applicable state licensing and regulatory requirements and which provides room and board accommodations and 24-hour-a-day nursing care under the supervision of a Physician and/or Registered Nurse (R.N.) while maintaining permanent medical history records.

## **Special Enrollment**

A period of time in which eligible people or their Dependents can enroll after the initial enrollment, typically due to an event such as marriage, birth, adoption, etc. See the “Eligibility for Enrollment – Adding Members” section for more details.

## **Specialist (Specialty Care Physician \ Provider or SCP)**

A Specialist is a Doctor who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-Physician Specialist is a Provider who has added training in a specific area of health care.

## **Specialty Drugs**

Drugs that typically need close supervision and checking of their effect on the patient by a medical professional. These drugs often need special handling, such as temperature-controlled packaging and overnight delivery, and are often not available at retail pharmacies. They may be administered in many forms including, but not limited to, injectable, infused, oral and inhaled.

## **Subscriber**

An employee or member of the Group who is eligible for and has enrolled in the Plan.

## **Substance Abuse Treatment Provider**

A Facility that is approved by Anthem and which meets the following criteria: is licensed, certified or approved by the state where located to provide substance abuse rehabilitation, and is affiliated with a Hospital under a contractual agreement with an established patient referral system, or is accredited by the Joint Commission on Accreditation of a Hospital as a Substance Abuse Treatment Provider.

## **Urgent Care Claim**

Any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent Pre-Service Claim determinations:

- Could seriously jeopardize your life or health or your ability to regain maximum function, or
- In the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the proposed care or treatment.

## **Urgent Care Facility**

A licensed health care Facility that is separate from a Hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for urgent care.