Individual Hospital, Surgical and Medical Contract

Blue Value®
This Contract is not a Medicare supplement policy. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.

If you need help, call the customer service number on Your identification (ID) card.

Para obtener asistencia en español, comuníquese con el Servicio de Atención al Cliente al número que figura en su tarjeta de identificación.

Upang makakuha ng tulong sa Tagalog, tumawag sa numero ng telepono ng serbisyong p angkostumer na nakalista sa iyong card ng pagkikilanlan.

對於在中國的幫助，請致電客戶服務上您的身份證列出的電話號碼。

T’áá Diné k’ehjí shiká 'adoowol ninízingo, ninaaltsoos bee ééhózínígíí béésh bee hane’ê bikáá’ bee bik’e’ashchinigíí bich’l’ hodíilnih.

If, upon examination of this Contract, the Subscriber is not satisfied, he or she may return it to the Company within ten (10) days after receipt and fees paid by the Subscriber will be refunded.

This Contract is guaranteed renewable at the Subscriber’s option, provided premiums are paid in accordance with the Contract requirements and the Subscriber does not violate any of the provisions of the coverage under this Contract.

Health care services may be provided to You at a Network health care facility by Facility-based Physicians who are not in Your health plan. You may be responsible for payment of all or part of the fees for those Non-Network services, in addition to applicable amounts due for Coinsurance, Deductibles and non-Covered Services.

Specific information about Network and Non-Network Facility-based Physicians can be found at [www.bcbsla.com](http://www.bcbsla.com) or by calling the customer services telephone number on the back of Your ID card.

The Member’s share of the payment for health care services may be based on the agreement between the Member’s health plan and the Member’s Provider. Under certain circumstances, this agreement may allow the Member’s Provider to bill the Member for amounts up to the Provider’s regular billed charges.

We base Our payment of Benefits for the Member’s Covered Services on an amount known as the Allowable Charge. The Allowable Charge depends on the specific Provider from whom a Member receives Covered Services.

Important information regarding this Contract will be sent to the mailing address provided for Members on the Application for Individual Coverage. **You are responsible for keeping Blue Cross Blue Shield of Louisiana informed of any changes in Your address of record.**

Mike Reitz  
President and Chief Executive Officer  
Louisiana Health Service & Indemnity Company

Blue Cross and Blue Shield of Louisiana Incorporated as Louisiana Health Service & Indemnity Company
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ARTICLE I. UNDERSTANDING THE BASICS OF YOUR COVERAGE

Blue Cross and Blue Shield of Louisiana (Company) issues this health Contract to the Subscriber shown in the Schedule of Benefits. As of the Contract Date shown in the Subscriber's Schedule of Benefits, We agree to provide the Benefits specified herein for Subscribers and their enrolled Dependents. This Contract replaces any others previously issued to the Subscriber, as of the Contract Date or the amended Contract Date. This Plan describes Your Benefits, as well as Your rights and responsibilities under the Plan. We encourage You to read this Contract carefully.

You should call Us if You have questions about Your coverage, or any limits to the coverage available to You. Many of the sections of this Contract are related to other sections of this Plan. You may not have all of the information You need by reading just one section. Please be aware that Your Physician does not have a copy of Your Contract, and is not responsible for knowing or communicating Your Benefits to You.

Except for necessary technical terms, We use common words to describe the Benefits provided under this Contract. “We,” “Us” and “Our” means Blue Cross and Blue Shield of Louisiana. “You,” “Your” and “Yourself” means the Subscriber and/or enrolled Dependent. Capitalized words are defined terms in Article II - “Definitions.” A word used in the masculine gender applies also in the feminine gender, except where otherwise stated.

FACTS ABOUT THIS PREFERRED PROVIDER ORGANIZATION (PPO) PLAN

This Contract describes Preferred Provider Organization (PPO) coverage. Members have an extensive Provider Network available to them – Blue Cross and Blue Shield of Louisiana’s Preferred Care (PCare) PPO Network. Members can also get care from Providers who are not in this Network, but Benefits will be paid at a lower level of Benefits.

MEMBERS WHO GET CARE FROM PROVIDERS IN THEIR NETWORK WILL PAY THE LEAST FOR THEIR CARE AND GET THE MOST VALUE FROM THIS POLICY.

Most Benefits are subject to the Member’s payment of a Deductible as stated in the Schedule of Benefits. After payment of applicable Deductibles, Benefits are subject to two (2) Coinsurance levels (for example: 80/20, 60/40). The Member’s choice of a Provider determines what Coinsurance level applies to the service provided. We will pay the highest Coinsurance level for Medically Necessary services when a Member obtains care from a Provider in the Preferred Care PPO Network. We will pay the lower Coinsurance level when a Member obtains Medically Necessary services from a Provider who is not in the Preferred Care PPO Network.

PROTECTION FOR LARGE, UNPLANNED MEDICAL EXPENSES

Blue Cross and Blue Shield of Louisiana helps the Member plan for the unexpected. Our Blue Value policy generally features coverage for large, unplanned medical expenses, such as Hospital stays and Surgery. Blue Value is not designed to cover some of the regular day-to-day medical Benefits, for example, office visits, found in a more comprehensive medical plan.

OUR PROVIDER NETWORK

Members choose which Providers will render their care. This choice will determine the amount We pay and the amount the Member pays for Covered Services.

Our Preferred Care PPO (or PCare) Network consists of a select group of Physicians, Hospitals and other Allied Health Professionals who have contracted with Us to participate in the Blue Cross and Blue Shield of Louisiana PPO Provider Network and render services to Our Members. We call these Providers "PPO Providers," "Preferred Providers" or "Network Providers." Oral Surgery Benefits are also available when rendered by Providers in Blue Cross and Blue Shield of Louisiana’s Dental Network.

To obtain the highest level of Benefits available, the Member should always verify that a Provider is a current Blue Cross and Blue Shield of Louisiana Preferred Care Provider before the service is rendered. Members may review a current paper Provider directory, check on-line at www.bcbsla.com, or contact Our Customer Service Department at the number listed on their identification (ID) card.
A Provider’s status may change from time to time. Members should always verify the Network status of a Provider before obtaining services.

A Provider may be contracted with Us when providing services at one location, and may be considered Non-Network when rendering services from another location. The Member should make sure to check his Provider directory to verify that the services are Network at the location where he is seeking care.

Additionally, Providers in Your network may be contracted to perform certain Covered Services, but may not be contracted in Your network to perform other Covered Services. When a Network Provider performs services that the Network Provider is not contracted with Us to perform (such as certain High Tech Imaging, diagnostic or radiology procedures), Claims for those services will be adjudicated at the Non-Network Benefit level. The Member should make sure to check his Provider directory to verify that the services are Network when performed by the Provider or at the Provider’s location.

RECEIVING CARE OUTSIDE THE PREFERRED CARE NETWORK

The Preferred Care Network is an extensive network and should meet the needs of most Members. However, Members choose which Providers will render their care, and Members may obtain care from Providers who are not in Our Preferred Care Network.

We pay a lower level of Benefits when a Member uses a Provider outside the Preferred Care Network. Benefits may be based on a lower Allowable Charge, and/or a penalty may apply. Care obtained outside Our Network means the Member has higher Out-of-Pocket costs and pays a higher Deductible and/or Coinsurance than if he had stayed Network. These additional costs may be significant. In addition, We only pay a portion of those charges and it is Your responsibility to pay the remainder. The amount You are required to pay, which could be significant, does not apply to the Out-of-Pocket Maximum.

We recommend that You ask Non-Network Providers to explain their billed charges to You, BEFORE You receive care outside the Network. You should review the sample illustration below in the section titled “Sample Illustration of Member Costs When Using a Non-Participating Hospital” prior to obtaining care outside the Network.

AUTHORIZEDS

Some services and supplies require Authorization from Us before services are obtained. Your Schedule of Benefits lists the services, supplies and Prescription Drugs that require this advance Authorization.

No payment will be made for Organ, Tissue and Bone Marrow Transplant Benefits or evaluations unless We Authorize these services and the services are rendered by a Blue Distinction Centers for Transplants (BDCT) for the specific organ or transplant or by a transplant facility in Our Blue Cross and Blue Shield PPO Provider Network, unless otherwise approved by Us in writing. To locate an approved transplant facility, Members should contact Our Customer Service Department at the number listed on their ID card.

HOW WE DETERMINE WHAT WE PAY FOR COVERED SERVICES

When A Member Uses Preferred (PPO) Providers

Preferred Providers are Providers who have signed contracts with the Company or another Blue Cross and Blue Shield plan to participate in a PPO Network. These Providers have agreed to accept the lesser of billed charges or an amount negotiated as payment in full for Covered Services provided to Members. This amount is the Preferred Provider's Allowable Charge. If the Member uses a Preferred Provider, this Allowable Charge is used to determine the Company's payment for the Member's Medically Necessary Covered Services and the amount that the Member must pay for his Covered Services.

When A Member Uses Participating Providers

Participating Providers are Providers who have signed contracts with the Company or another Blue Cross and Blue Shield plan for other than a Preferred Care or PPO Network. These Providers have agreed to accept the lesser of billed charges or the negotiated amount as payment in full for Covered Services provided to the Member. This amount is the
Participating Provider’s Allowable Charge. When a Member uses a Participating Provider, this Allowable Charge is used to determine the amount the Company pays for Medically Necessary Covered Services and the amount the Member pays.

When A Member Uses Non-Participating Providers

Non-Participating Providers are Providers who have not signed any contract with the Company or any other Blue Cross and Blue Shield plan to participate in any Blue Cross and Blue Shield Network. These Providers are not in Our Networks. We have no fee arrangements with them. The Company establishes an Allowable Charge for Covered Services provided by Non-Participating Providers. We use the lesser of the Provider’s actual billed charge or the established Allowable Charge to determine what to pay for a Member’s Covered Services when the Member receives care from a Non-Participating Provider. The Member will receive a lower level of Benefit because he did not receive care from a Preferred Provider.

The Member may pay significant costs when he uses a Non-Participating Provider. This is because the amount that some Providers charge for a Covered Service may be higher than the established Allowable Charge. Also, Preferred and Participating Providers waive the difference between their actual billed charge and their Allowable Charge, while Non-Participating Providers will not.

The Member has the right to file an Appeal with the Company for consideration of a higher level of Benefits if the Member received Covered Services from a Non-Participating Provider who was the only Provider available to deliver the Covered Service within a seventy-five (75) mile radius of the Member’s home. To file an Appeal, the Member must follow the Appeal procedures set forth in this Contract.

SAMPLE ILLUSTRATION OF MEMBER COSTS WHEN USING A NON-PARTICIPATING HOSPITAL

NOTE: The following example is for illustration purposes only and may not be a true reflection of the Member’s actual Deductible and Coinsurance amounts. Please refer to the Schedule of Benefits to determine Your Benefits.

EXAMPLE: A Member has a PPO policy with a $500 Deductible Amount. The Member has 80/20 Coinsurance when the Member receives Covered Services from a Non-Participating Provider who is the only Provider available to deliver the Covered Service within a seventy-five (75) mile radius of the Member’s home. To file an Appeal, the Member must follow the Appeal procedures set forth in this Contract. The Provider’s billed charge for the Covered Services is $12,000. The Company negotiated an Allowable Charge of $2,500 with its PPO Hospitals to render this service. The Allowable Charge of Participating Providers is $3,000 to render this service. There is no negotiated rate with the Non-Participating Hospital. The Member is responsible for all amounts not paid by the Company, up to the Provider’s billed charge.
<table>
<thead>
<tr>
<th>The Member receives Covered Services from:</th>
<th>Preferred Provider Hospital</th>
<th>Participating Provider Hospital</th>
<th>Non-Participating Provider Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider's Bill:</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Allowable Charge:</td>
<td>$2,500</td>
<td>$3,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>We pay:</td>
<td></td>
<td>$1,800</td>
<td>$1,500</td>
</tr>
<tr>
<td></td>
<td>$2,000</td>
<td>$3,000 Allowable Charge x 60%</td>
<td>$2,500 Allowable Charge x 60%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coinsurance = $1,800</td>
<td>Coinsurance = $1,500</td>
</tr>
<tr>
<td>Member pays:</td>
<td>$500</td>
<td>$1,200</td>
<td>$1,000</td>
</tr>
<tr>
<td></td>
<td>20% Coinsurance x $2,500</td>
<td>40% Coinsurance x $3,000</td>
<td>40% Coinsurance x $2,500 Allowable Charge = $1,000</td>
</tr>
<tr>
<td></td>
<td>Allowable Charge = $500</td>
<td>Allowable Charge = $1,200</td>
<td>Allowable Charge = $1,000</td>
</tr>
<tr>
<td>Is Member billed up to the Provider’s billed charge?</td>
<td>NO</td>
<td>NO</td>
<td>YES - $9,500, for a total of:</td>
</tr>
<tr>
<td>TOTAL MEMBER PAYS:</td>
<td>$500</td>
<td>$1,200</td>
<td>$10,500</td>
</tr>
</tbody>
</table>

**MEMBER INCENTIVES**

Sometimes we may offer coupons, discounts or other incentives to encourage Members to participate in various programs, such as pharmacy programs, wellness programs or disease management programs. A Member may wish to decide whether to participate after discussing such programs with their Physicians. These incentives are not Benefits and do not alter or affect Member Benefits.

We, Blue Cross and Blue Shield of Louisiana, offer Members a wide range of health management and wellness tools and resources. Members can use these tools to manage their personal accounts, create health records and access a host of online wellness interactive tools. Members also have access to a comprehensive wellness program that includes a personal health assessment and customized health report to assess any risks based on his history and habits. Exclusive discounts are also available to members on some health services such as fitness club memberships, diet and weight control programs, vision and hearing care and more.

**CUSTOMER SERVICE E-MAIL ADDRESS**

Blue Cross and Blue Shield of Louisiana has consolidated its customer service e-mails into a single, easy-to-remember address: help@bcbsla.com. Customers who need to contact Us may find all of their options online, including phone, fax, e-mail, postal mail and walk-in customer service. Just visit www.bcbsla.com and click on “Contact Us.”
IDENTITY PROTECTION SERVICES

Blue Cross and Blue Shield of Louisiana is committed to identity protection for its covered Members. This includes protecting the safety and security of Members’ information. To support the Company’s efforts, Blue Cross and Blue Shield of Louisiana offers optional Identity Protection Services. If Identity Protection Services are elected, the services will include the following:

1. Credit monitoring which monitors activity that may affect credit.
2. Fraud detection which identifies potentially fraudulent use of identity or credit.
3. Fraud resolution support that assists Members in addressing issues that arise in relation to credit monitoring and fraud detection.

A Member ceases to be eligible for these services if health coverage is terminated during the Plan year. In this event, Identity Protection Services will terminate at the end of the Plan year.

Information about Identity Protection Services can be found at www.bcbsla.com or by calling the customer service telephone number on the back of Your identification (ID) card.
ARTICLE II. DEFINITIONS

**Accidental Injury** – A condition occurring as a direct result of a traumatic bodily injury sustained solely through accidental means from an external force. With respect to injuries to teeth, injuries caused by the act of chewing do not constitute an injury caused by external force.

**Admission** – The period from entry into a Hospital or Skilled Nursing Facility or Unit for Inpatient care, until discharge. In counting days of care, the date of entry and the date of discharge are counted as one (1) day. Observation hours billed when a Hospital does not formally admit the patient is not considered an Admission.

**Adverse Determination** – Means denial or partial denial of a Benefit, in whole or in part, based on:

A. Medical Necessity, appropriateness, health care setting, level of care, effectiveness or treatment is determined to be experimental or investigational;

B. the Member’s eligibility to participate in the Benefit Plan;

C. any prospective or retrospective review determination; or

D. a Rescission of coverage.

**Allied Health Facility** – An institution, other than a Hospital, licensed by the appropriate state agency where required, and/or approved by Us to render Covered Services.

**Allied Health Professional** – A person or entity other than a Hospital, Doctor of Medicine, or Doctor of Osteopathy who is licensed by the appropriate state agency, where required, and/or approved by Us to render Covered Services. For coverage purposes under this Contract, Allied Health Professional includes dentists, psychologists, certified nurse practitioners, optometrists, pharmacists, chiropractors, podiatrists, Physician Assistants, registered nurse first assistants, advanced practice registered nurses, licensed professional counselors, licensed clinical social workers, certified registered nurse anesthetists and any other health professional as mandated by state law for specified services, if approved by Us to render Covered Services.

**Allied Provider** – Any Allied Health Facility or Allied Health Professional.

**Allowable Charge** - The lesser of the billed charge or the amount established by Us or negotiated as the maximum amount allowed for all Provider services covered under the terms of this Contract.

**Alternative Benefits** - Benefits for services not routinely covered under this Contract but which the Company may agree to provide when it is beneficial both to the Member and to Us.

**Ambulance Service** - Medically Necessary transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured.

**Ambulatory Surgical Center** - An Allied Health Facility Provider that is established with an organized medical staff of Physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous Physician services and registered professional nursing services available whenever a patient is in the facility, which does not provide services or other accommodations for patients to stay overnight, and which offers the following services whenever a patient is in the center: (1) Anesthesia services as needed for medical operations and procedures performed; (2) Provisions for physical and emotional well-being of patients; (3) Provision for Emergency services; (4) Organized administrative structure; and (5) Administrative, statistical and medical records.

**Appeal** - A request from a Member or authorized representative to change an Adverse Determination made by the Company.

**Applied Behavior Analysis (ABA)** - The design, implementation, and evaluation of environmental modifications, using behavior stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.
Authorization (Authorized) - A determination by Us regarding an Admission, continued Hospital stay, or other health care service or supply which, based on the information provided, satisfies the clinical review criteria requirement for Medical Necessity, appropriateness of the health care setting, or level of care and effectiveness. An Authorization is not a guarantee of payment. Additionally, an Authorization is not a determination about the Member's choice of Provider.

Bed, Board and General Nursing Service - Room accommodations, meals and all general services and activities provided by a Hospital employee for the care of a patient. This includes all nursing care and nursing instructional services provided as a part of the Hospital's bed and board charge.

Beneficiary - A person designated by a participant, or by the terms of a health insurance Benefit Plan, who is or may become entitled to a Benefit under the plan.

Benefits - Coverage for health care services, treatment, procedures, equipment, drugs, devices, items or supplies provided under this Contract. Benefits provided by Us are based on the Allowable Charge for Covered Services.

Benefit Period - A calendar year, January 1 through December 31.

Bone Mass Measurement - A radiologic or radioisotopic procedure or other scientifically proven technologies performed on an individual for the purpose of identifying bone mass or detecting bone loss.

Case Management - Case Management is a method of delivering patient care that emphasizes quality patient outcomes with efficient and cost-effective care. The process of Case Management systematically identifies high-risk patients and assesses opportunities to coordinate and manage patients' total care to ensure the optimal health outcomes. Case Management is a service offered at Our option and administered by medical professionals, which focuses on unusually complex, difficult or catastrophic illnesses. Working with Your Physician(s) and subject to consent by You and/or Your family/caregiver, the Case Management staff will manage care to achieve the most efficient and effective use of resources.

Chiropractic Services – The diagnosing of conditions associated with the functional integrity of the spine and the treatment of such conditions by adjustment, manipulation, and the use of physical and other properties of heat, light, water, electricity, sound, massage, therapeutic exercise, mobilization, mechanical devices, and other rehabilitative measures for the purpose of correcting interference with normal nerve transmission and expression.

Claim - A Claim is written or electronic proof, in a form acceptable to Us, of charges for Covered Services that have been incurred by You during the time period You were insured under this Contract. The provisions in effect at the time the service or treatment is received shall govern the processing of any Claim expense actually incurred as a result of the service or treatment rendered.

Cleft Lip and Cleft Palate Services - Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy.

Coinsurance - The sharing of Allowable Charges for Covered Services. The sharing is expressed as a pair of percentages, a Company percentage that We pay, and a Member percentage that You pay. Once You have met any applicable Deductible Amount, Your percentage will be applied to the Allowable Charges for Covered Services to determine Your financial responsibility. Our percentage will be applied to the Allowable Charges for Covered Services to determine the Benefits provided.

Company - Blue Cross and Blue Shield of Louisiana (incorporated as Louisiana Health Service & Indemnity Company).

Complaint - An oral expression of dissatisfaction with Us or Provider services.

Concurrent Care - Hospital Inpatient medical and surgical care by a Physician, other than the attending Physician: (1) for a condition not related to the primary diagnosis or, (2) because the medical complexity of the patient's condition requires additional medical care.

Concurrent Review - A review of Medical Necessity, appropriateness of care, or level of care conducted during a patient’s stay or course of treatment.
**Congenital Anomaly** - A condition existing at or from birth which significantly interferes with normal bodily function. For purposes of this Contract, We will determine what conditions will be covered as Congenital Anomalies. In no event will the term Congenital Anomaly include conditions relating to teeth or structures supporting the teeth, except for Cleft Lip and Cleft Palate Services.

**Consultation** - Another Physician’s opinion or advice as to the evaluation or treatment of a Member which is furnished upon the request of the attending Physician. These services are not intended to include those Consultations required by Hospital rules and regulations, anesthesia Consultations, routine Consultations for clearance for Surgery, or Consultations between colleagues who exchange medical opinions as a matter of courtesy and normally without charge.

**Contract** - This agreement, including the Application for Coverage, the Schedule of Benefits and amendments/endorsements to this agreement, if any, entitling You and Your covered Dependents to specified health care coverage.

**Contract Date** - The date upon which We issued this Contract to You.

**Cosmetic Surgery** - Any operative procedure, treatment or service, or any portion of an operative procedure, treatment or service performed primarily to improve physical appearance and/or treat a mental condition through change in bodily form. An operative procedure, treatment or service will not be considered Cosmetic Surgery if that procedure, treatment or service restores bodily function or corrects deformity of a part of the body that has been altered as a result of Accidental Injury, disease or covered Surgery.

**Covered Service** - A service or supply specified in this Contract for which Benefits are available when rendered by a Provider.

**Creditable Coverage for HIPAA Portability** - Prior coverage under any individual or Group health plan including, but not limited to, Medicare, Medicaid, government plans, church plans, COBRA and military plans. Creditable Coverage does not include specific disease policies (i.e., cancer policies), supplemental coverage (i.e., Medicare Supplement) or limited scope Benefits (i.e., accident only, disability insurance, liability insurance, Workers’ Compensation, automobile medical payment insurance, credit only insurance, and/or coverage for on-site medical clinics or coverage as specified in federal regulation under which Benefits for medical care are secondary or incidental to the insurance Benefits).

**Custodial Care** - Treatment or services, regardless of who recommends them or where they are provided, that could be rendered safely and reasonably by a person not medically skilled, or that are designed mainly to help the patient with daily living activities. These activities include, but are not limited to: personal care, homemaking, moving the patient; acting as companion or sitter; supervising medication that can usually be self-administered; treatment or services that any person may be able to perform with minimal instruction; or long-term treatment for a condition in a patient who is not expected to improve or recover. We will determine which services are Custodial Care.

**Day Rehabilitation Program** - A program that provides greater than one (1) hour of Rehabilitative Care, upon discharge from an Inpatient Admission.

**Deductible Amount**

A. **Benefit Period Deductible Amount** - The dollar amount, as shown in the Schedule of Benefits, of charges for Covered Services that You must pay within a Benefit Period before this Contract starts paying Benefits. A separate Deductible Amount may apply to certain Covered Services if shown as applicable in the Schedule of Benefits.
B. Family Deductible - For Members in a class of coverage with more than one Member, this aggregate amount shown in the Schedule of Benefits, is the maximum Deductible Amount that a family must pay before this Contract starts paying Benefits. Once a family has met its Family Deductible Amount, this Contract starts paying Benefits for all Members of the family, regardless of whether each individual family Member has met his individual Benefit Period Deductible. No family Member may contribute more than his Benefit Period Deductible Amount to satisfy the aggregate deductible amount required of a family. Family Deductibles may apply to other types of Deductible described in this Contract. Only Benefit Period Deductible Amounts accrue to the Family Deductible Amount.

Dental Care and Treatment - All procedures, treatment, and Surgery considered to be within the scope of the practice of dentistry, which is defined as that practice in which a person:

A. represents himself as being able to diagnose, treat, correct, operate, or prescribe for any disease, pain, injury, deficiency, deformity, or physical condition of the human teeth, alveolar process, gums, or jaws or associated parts and offers or undertakes by certain means to diagnose, treat, correct, operate, or prescribe for any disease, pain, injury, deficiency, deformity, or physical condition of the same;

B. takes impressions of the human teeth or jaws or performs any phase of any operation incident to the replacement of a tooth or part of a tooth or associated tissues by means of a filling, crown, denture, or other appliance; or

C. furnishes, supplies, constructs, reproduces, or repairs or offers to furnish, supply, construct, reproduce, or repair prosthetic dentures, bridges, or other substitute for natural teeth to the user or prospective user.

Dependent - A person, other than the Subscriber, who has been accepted for coverage as specified in and determined by the Schedule of Eligibility.

Diagnostic Service - Radiology, laboratory, and pathology services and other tests or procedures recognized by Us as accepted medical practice, rendered because of specific symptoms, and which are directed toward detection or monitoring of a definite condition, illness or injury. A Diagnostic Service must be ordered by a Provider prior to delivery of the service.

Durable Medical Equipment - Items and supplies which are used to serve a specific therapeutic purpose in the treatment of an illness or injury, can withstand repeated use, are generally not useful to a person in the absence of illness, injury, or disease, and are appropriate for use in the patient's home.

Effective Date - The date when Your coverage begins under this Contract as determined by the Schedule of Eligibility Article. Benefits will begin at 12:01 AM on this date.

Elective Admission - Any Hospital Admission, whether it is for medical or surgical care, for which a reasonable delay will not unfavorably affect the outcome of the treatment.

Eligible Person – A person entitled to apply to be a Subscriber or a Dependent as specified in the Schedule of Eligibility.

Emergency - See “Emergency Medical Condition.”

Emergency Admission - An Inpatient Admission to a Hospital resulting from an Emergency Medical Condition.

Emergency Medical Condition (Emergency) - A medical condition of recent onset and severity, including severe pain, that would lead a prudent layperson, acting reasonably and possessing an average knowledge of health and medicine, to believe that the absence of immediate medical attention could reasonably be expected to result in: (1) placing the health of the person, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.

Emergency Medical Services - Those medical services necessary to screen, evaluate and stabilize an Emergency Medical Condition.
Expedited Appeal - A request for immediate review of an Adverse Determination involving an Admission, availability of care, continued Hospital stay, or health care service for which a Member has received Emergency services, but has not been discharged from a facility.

Expedited External Appeal - A request for immediate review by an Independent Review Organization (IRO), of an initial Adverse Determination, which involves any of the following:

A. A medical condition for which the time frame for completion of a standard External Appeal would seriously jeopardize the life or health of the Member or jeopardize the Member's ability to regain maximum function, or a decision not to Authorize continued services for Members currently in the Emergency room, under observation, or receiving Inpatient care.

B. A denial of coverage based on a determination the recommended or requested health care service or treatment is experimental or Investigational and the treating Physician certifies that any delay may pose an imminent threat to the Member's health, including severe pain, potential loss of life, limb or major bodily function.

External Appeal – A request for review by an Independent Review Organization (IRO), to change an initial Adverse Determination made by the Company or to change a final Adverse Determination rendered on Appeal. External Appeal is available upon request by the Member or authorized representative for Adverse Determinations involving Medical Necessity, appropriateness of care, health care setting, level of care, effectiveness, experimental or Investigational treatment, or a Rescission.

Grievance - A written expression of dissatisfaction with Us or with Provider services.

High Tech Imaging - Imaging services which include, but are not limited to MRIs, MRAs, CT scans, PET scans and nuclear cardiology.

Home Health Care - Health services rendered in the individual's place of residence by an organization licensed as a Home Health Care agency by the appropriate state agency and approved by Us. These organizations are primarily engaged in providing to individuals, at the written direction of a licensed Physician, in the individual's place of residence, skilled nursing services by or under the supervision of a Registered Nurse (RN) licensed to practice in the state.

Hospice Care - Provision of an integrated set of services and supplies designed to provide palliative and supportive care to meet the special needs of Members and their families during the final stages of terminal illness. Full scope health services are centrally coordinated through an interdisciplinary team directed by a Physician and provided by or through a Hospice Care agency approved by Us.

Hospital - An institution that is licensed by the appropriate state agency as a general medical surgical Hospital. The term Hospital may also include an institution that primarily provides psychiatric, chemical dependency, rehabilitation, skilled nursing, long-term, intermediate or other specialty care.

Implantable Medical Devices – A medical device that is surgically implanted in the body, is not reusable, and can be removed.

Independent Review Organization (IRO) - An Independent Review Organization not affiliated with Us that conducts external reviews of final adverse determinations. The decision of the IRO is binding on both the insured and the Company.

Infertility – The inability of a couple to conceive after one year of unprotected intercourse.

Informal Reconsideration - A telephone request by a Provider for additional review of a Utilization Management determination. Informal Reconsideration is available only for initial or Concurrent Review determinations that are requested within ten (10) days of denial.

Inpatient - A Member who is admitted to the Hospital as a registered bed patient for whom a Bed, Board and General Nursing Service charge is made. An Inpatient's medical symptoms or condition must require continuous twenty-four (24) hour a day Physician and nursing intervention. If the services can be safely provided to the Member as an Outpatient, the Member does not meet the criteria for an Inpatient.
**Investigational** - A medical treatment, procedure, drug, device, or biological product is Investigational if the effectiveness has not been clearly tested and it has not been incorporated into standard medical practice. Any determination we make that a medical treatment, procedure, drug, device, or biological product is Investigational will be based on a consideration of the following:

A. whether the medical treatment, procedure, drug, device, or biological product can be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA) and whether such approval has been granted at the time the medical treatment, procedure, drug, device, or biological product is sought to be furnished; or

B. whether the medical treatment, procedure, drug, device, or biological product requires further studies or clinical trials to determine its maximum tolerated dose, toxicity, safety, effectiveness, or effectiveness as compared with the standard means of treatment or diagnosis, must improve health outcomes, according to the consensus of opinion among experts as shown by reliable evidence, including:

1. consultation with the Blue Cross and Blue Shield Association technology assessment program (TEC) or other non-affiliated technology evaluation center(s);

2. credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or

3. reference to federal regulations.

**Life-Threatening Illness** – A severe, serious, or acute condition for which death is probable.

**Medically Necessary (Medical Necessity)** – Health care services, treatments, procedures, equipment, drugs, devices, items or supplies that a Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

A. in accordance with nationally accepted standards of medical practice;

B. clinically appropriate, in terms of type, frequency, extent, level of care, site and duration, and considered effective for the patient's illness, injury or disease; and

C. not primarily for the personal comfort or convenience of the patient, or Provider; and not more costly than alternative service, treatment, procedures, equipment, drugs, devices, items or supplies or sequence thereof and that are as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient’s illness, injury or disease.

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

**Member** - A Subscriber or an enrolled Dependent.

**Mental Disorder** (Mental Health) - A clinically significant behavioral and psychological syndrome or pattern. This includes, but is not limited to, psychoses, neurotic disorders, personality disorders, affective disorders, and the specific severe mental illnesses defined by La. R.S. 22:1043 (schizophrenia or schizoaffective disorder; bipolar disorder; panic disorder; obsessive-compulsive disorder; major depressive disorder; anorexia/bulimia; intermittent explosive disorder; post-traumatic stress disorder; psychosis NOS when diagnosed in a child under seventeen (17) years of age; Rett's Disorder; and Tourette's Disorder), and conditions and diseases listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C. (DSM), including other non-psychotic Mental Disorders, to be determined by Us. The definition of Mental Disorder (Mental Health) shall be the basis for determining Benefits notwithstanding whether the conditions are genetic, organic, chemical or biological, regardless of cause or other medical conditions.

**Newly Born Infants** - Infants from the time of birth until age one (1) month or until such time as the infant is well enough to be discharged from a Hospital or neonatal Special Care Unit to his home, whichever period is longer.
Observation – Entry into a Hospital that does not result in an Inpatient Admission. Observation status may be up to 30 hours and is not billed by the Hospital as an Inpatient Admission.

Occupational Therapy (OT) - The evaluation and treatment of physical injury or disease, cognitive impairments, congenital or developmental disabilities, or the aging process by the use of specific goal directed activities, therapeutic exercises and/or other interventions that alleviate impairment and/or improve functional performance. These can include the design, fabrication or application of Orthotic Devices; training in the use of orthotic and prosthetic devices; design, development, adaptation or training in the use of assistive devices; and the adaptation of environments to enhance functional performance.

Open Enrollment Period – - A period of time each Policy Year, specified in the Schedule of Benefits, during which a Subscriber and/or their eligible Dependents may enroll for Benefits under this Contract.

Orthotic Device - A rigid or semi-rigid supportive device which restricts or eliminates motion of a weak or diseased body part.

Out-of-Pocket Amount - The maximum amount of unreimbursable expenses (in addition to any applicable Deductible Amount) which You must pay for Covered Services in one (1) Benefit Period.

Outpatient - A Member who receives services or supplies while not an Inpatient.

Physical Therapy - The treatment of disease or injury by the use of therapeutic exercise and other interventions that focus on improving posture, locomotion, strength, endurance, balance, coordination, joint mobility, flexibility, and alleviating pain.

Physician - A Doctor of Medicine or a Doctor of Osteopathy, legally qualified and licensed to practice medicine and practicing within the scope of his license at the time and place service is rendered.

Policy Year – The twelve (12) month period of time beginning with the Effective Date of this Contract or the anniversary of this date, and ending on the day before the next anniversary of the Effective Date of this Contract.

Pregnancy Care - Treatment or services related to all care prior to delivery, delivery, post-delivery care, and any complications arising from pregnancy. Ectopic pregnancy and miscarriage are not considered Pregnancy Care. Since Pregnancy Care is not covered, complications of pregnancy are not covered, except for ectopic pregnancies and spontaneous abortions (miscarriages). Benefits for ectopic pregnancies and spontaneous abortions (miscarriages) are available for all covered Members under the Hospital Benefit Article and the Medical and Surgical Benefits Article of this Contract the same as any other Covered Service.

Prescription Drugs - Medications or devices that may be dispensed only upon a prescription and which are approved for general use by the Food and Drug Administration (FDA).

Preventive or Wellness Care - Services designed to effectively prevent or screen for a disease for which there is an effective treatment when discovered in an early stage.

Private Duty Nursing Services - Services of an actively practicing Registered Nurse (RN) or Licensed Practical Nurse (LPN) who is unrelated to the patient by blood, marriage or adoption. These services must be ordered by the attending Physician and require the technical skills of an RN or LPN.

Prosthetic Appliance - Appliances which replace all or part of a body organ, or replace all or part of the function of a permanently inoperative, absent, or malfunctioning body part.
Provider - A Hospital, Allied Health Facility, Physician, or Allied Health Professional, licensed where required, performing within the scope of license, and approved by Us. If a Provider is not subject to state or federal licensure, We have the right to define all criteria under which a Provider’s services may be offered to Our Members in order for Benefits to apply to a Provider’s Claims. Claims submitted by Providers who fail to meet these criteria will be denied.

A. Preferred Provider - A Provider who has entered into a contract with Us or another Blue Cross and Blue Shield plan to participate in a PPO network. We call these Providers "PPO Providers," "Preferred Providers" or "Network Providers."

B. Participating Provider - A Provider that has a signed contract with Us or another Blue Cross and Blue Shield plan for other than a Preferred Care or PPO network.

C. Non-Participating Provider - A Provider that does not have a signed contract with Us or another Blue Cross and Blue Shield plan.

Rehabilitative Care - Health care services and devices that help a person keep, resume or improve skills and functioning for daily living that have been lost or impaired because a patient was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology and psychiatric rehabilitation services in a variety of inpatient and/or outpatient settings.

Rescission - Cancellation or discontinuance of coverage that has retroactive effect.

Skilled Nursing Facility or Unit - A facility licensed by the state or in a unit within a Hospital, other than a nursing home, or a unit within a Hospital (unless skilled nursing in the nursing home or unit within a Hospital was specifically approved by Us), that provides:

A. Inpatient medical care, treatment and skilled nursing care as defined by Medicare and which meets the Medicare requirements for this type of facility;

B. full-time supervision by at least one Physician or Registered Nurse;

C. twenty-four (24) hour nursing service by Registered Nurses or Licensed Practical Nurses; and

D. Utilization review plans for all patients.

Special Care Unit - A designated Hospital unit which We approve and which has concentrated all facilities, equipment, and supportive services for the provision of an intensive level of care for critically ill patients, such as an intermediate care neonatal unit, telemetry unit for heart patients, or an isolation unit.

Speech/Language Pathology Therapy – The treatment used to manage speech/language, cognitive-communication and swallowing disorders. Goals are directed towards improving or restoring function.

Subscriber - An Eligible Person who has satisfied the specifications of the Contract’s Schedule of Eligibility Article and has applied for coverage, and to whom We have issued a Contract.

Surgery

A. The performance of generally accepted operative and cutting procedures including specialized instrumentations, endoscopic examinations, incisional and excisional biopsies and other invasive procedures.

B. The correction of fractures and dislocations.

C. Usual and related pre-operative and post-operative care.

D. Other procedures that We define and approve.

Temporarily Medically-Disabled Mother - A woman who has recently given birth and whose Physician has advised that normal travel would be hazardous to her health.
Temporomandibular/Craniomandibular Joint (TMJ) Disorder - Disorders resulting in pain and/or dysfunction of the temporomandibular/craniomandibular joint which arise out of rheumatic disease, dental occlusive disorders, internal or external joint stress or other causes.

Urgent Care - A sudden, acute and unexpected medical condition that requires timely diagnosis and treatment but does not pose an immediate threat to life or limb. Examples of Urgent Care include, but are not limited to: colds and flu, sprains, stomach aches, and nausea. Urgent Care may be accessed from an Urgent Care Center if You require non-Emergency medical care or if You require Urgent Care after Your Physician’s normal business hours.

Urgent Care Center - A clinic with extended office hours that provides Urgent Care and minor Emergency Care to patients on an unscheduled basis without need for appointment. The Urgent Care Center does not provide routine follow-up care or wellness examinations and refers patients back to their regular Physician for such routine follow-up and wellness care.

Utilization Management - Evaluation of necessity, appropriateness and efficiency of the use of health care services, procedures and facilities.

Well Baby Care – Routine examinations of an infant under the age of twenty-four (24) months for whom no diagnosis is made.
ARTICLE III. SCHEDULE OF ELIGIBILITY

ANY ELIGIBILITY REQUIREMENT LISTED IN THIS CONTRACT, WHICH IS NOT MANDATED BY STATE OR FEDERAL LAW, MAY BE DELETED OR REVISED ON THE SCHEDULE OF BENEFITS.

A. Eligibility

1. Subscriber. A Subscriber is a person who has signed the Application for Individual Health Coverage, or a person on whose behalf an application has been signed by the appropriate legal representative, and which has been accepted by Us. The Subscriber must be a resident of this state.

2. Dependent. To be eligible to apply as a Dependent, an individual must meet the following criteria at the time of application. To be eligible to maintain Dependent coverage, an individual must continue to meet the criteria. Failure to continually meet the criteria thereafter may result in a determination by the Company that the Dependent is no longer eligible for coverage and Dependent Benefits may be terminated in the manner described in this Contract:
   a. SPOUSE: The Subscriber’s legal spouse.
   b. CHILDREN: A child under age twenty-six (26) who is one of the following:
      (1) born of the Subscriber; or
      (2) legally placed for adoption with the Subscriber; or
      (3) legally adopted by the Subscriber; or
      (4) a child for whom the Subscriber or his legal spouse has been granted legal custody or provisional custody by mandate, or a child for whom the Subscriber or his legal spouse is a court appointed; or
      (5) child supported by the Subscriber pursuant to a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN); or
      (6) a stepchild of the Subscriber; or
      (7) a grandchild residing with the Subscriber, provided the Subscriber has been granted legal custody or provisional custody by mandate of the grandchild; or
      (8) the Subscriber’s child, or grandchild in the legal custody of and residing with the Subscriber, who is incapable of self-sustaining employment by reason of being mentally or physically disabled prior to attaining age twenty-six (26). The Subscriber must furnish Us with periodic proof of continuing incapacity and dependency within thirty-one (31) days of the child’s twenty-sixth (26th) birthday. We may require subsequent proof once a year after the initial two-year period following the child’s twenty-sixth (26th) birthday.

B. Effective Date of Coverage

1. An individual may apply for coverage under this Contract and may include any eligible Dependents in such application during the annual Open Enrollment Period. Eligible Dependents may also apply for coverage during the annual Open Enrollment Period. No one will be allowed to apply or enroll outside of the Open Enrollment Period, unless that individual qualifies for special enrollment, as specified in this Contract.

2. No person for whom coverage is sought will be covered under this Contract unless the application for coverage has been approved by Us and such approval has been evidenced by the issuance of an identification card or other written notice of approval. Payment of premium to Us for any person for whom coverage is sought will not effectuate coverage unless and until Our identification card or other written approval has been issued, and in the absence of such issuance, Our liability will be limited to refund of the amount of premium paid.
3. The following classes of coverage are available under this Contract:
   a. Subscriber Only coverage means coverage for the Subscriber only.
   b. Subscriber and Spouse coverage means coverage for the Subscriber and his spouse.
   c. Subscriber and Family coverage means coverage for the Subscriber, his spouse, and one or more Dependent children.
   d. Subscriber and Child (or Children) coverage means coverage for the Subscriber and one or more Dependent children.

4. When an application has been approved and any premium for coverage have been paid in advance as required by this Contract, coverage will commence on the date We assign as Your Effective Date. No Claims will be paid for dates of service prior to Your Effective Date.

5. Special Enrollment Due to Acquiring New Dependents

   This Contract shall provide for a special enrollment period during which You may apply to add new Dependents. The Subscriber must complete and submit a health questionnaire to Us within the special enrollment period. To add a Newly Born Infant (natural born or adopted), a Change of Status Card must be completed, as described below. If accepted, the new Dependent will be assigned the next available Effective Date. Premiums may be adjusted for the additional coverage if adding the new Dependent changes the class of coverage under the Contract.

   a. A person becomes a new Dependent of the Subscriber through marriage, birth, adoption or placement for adoption.

   b. There is a one month period of automatic coverage for Newly Born Infants (natural born or adopted), as described below. Any period of automatic coverage for Newly Born Infants (natural or adopted) runs concurrently with the special enrollment period for adding these infants to this Contract.

   c. The special enrollment period described in this subparagraph is a period of no less than one month and shall begin on the later of the date Dependent coverage is made available or the date of the marriage or birth.

   d. For Adopted Children other than Newly Born Adopted Infants, the one month special enrollment period shall begin on:

      (1) For a legally adopted child, the date of the first court decree of adoption.

      (2) For a child legally placed for adoption following a voluntary act of surrender of the child to the custody of the Subscriber (or his legal representative) that becomes irrevocable, the date of placement into the Subscriber's home.

      (3) For a child placed in the custody of a Subscriber, the date the court order awarding custody is legally effective.

   e. If the completed health questionnaire or Change of Status Card is not received within the special enrollment period, the request will be denied and any period of automatic coverage will end. Any later request to add coverage for such new Dependent must be made at Open Enrollment.

6. Newly Born Infants (Newborns)

   a. If a child is born to a Subscriber holding Subscriber Only coverage or Subscriber and Spouse coverage, the following will apply:

      (1) Such child will be covered automatically for one month from birth or until the child is well enough to be discharged from the Hospital or neonatal Special Care Unit to his home, whichever is longer.
This is the automatic coverage period. Automatic coverage for the child will be provided if You notify Us of the birth of the child. Coverage for the child will continue in effect thereafter, without evidence of insurability, only upon Our receipt of a completed Change of Status Card prior to the expiration of the period of automatic coverage, provided any premium required for coverage of the child are paid when billed.

(2) If the completed Change of Status Card is not received within this period, coverage for the child will terminate upon the expiration of the automatic coverage period. Any later request to add coverage for the child must be made at Open Enrollment.

b. If a child is born to a Subscriber holding coverage which includes Dependent children (Subscriber and Family coverage or Subscriber and Child(ren) coverage) the Effective Date for coverage for such child will be the date of birth. You must notify Us within one hundred eighty (180) days of the birth to update Our records.

7. Newly Born Adopted Infants

a. If within one month of the birth of a child, the child is either: legally placed into Subscriber's home for adoption following a voluntary act of surrender to the custody of the Subscriber or his legal representative which becomes irrevocable, or is subject to a court order awarding custody to, a Subscriber holding Subscriber Only coverage, the following will apply:

(1) The Newly Born Infant will be covered automatically for one month. The one month period begins to run from the date of legal placement into the Subscriber’s home or from the custody order, or if an ill newborn, from the date the child could have been legally placed into the Subscriber’s home had he not been ill, until the child is well enough to be discharged from the Hospital or neonatal Special Care Unit, whichever is longer. Coverage for the child will continue in effect thereafter, without evidence of insurability, only upon Our receipt of a completed Change of Status card prior to the expiration of the period of automatic coverage, provided any premium required for coverage of the child are paid when billed.

(2) If the completed Change of Status Card is not received within this period, coverage for the child will terminate upon the expiration of the period of automatic coverage. Any later request to add coverage for the Newly Born Infant must be made at the next Open Enrollment.

b. If within one month of the birth of a child, the Newly Born Infant is either: legally placed into the Subscriber's home for adoption following a voluntary act of surrender, or if an ill newborn, from the date the child could have been legally placed into the Subscriber's home had he not been ill, to the custody of the Subscriber or his legal representative which becomes irrevocable, or is subject to a court order awarding custody to, a Subscriber holding coverage which includes Dependent children (Subscriber and Family coverage or Subscriber and Child(ren) coverage), the Effective Date for coverage for such adopted newborn child will be the date of placement into Subscriber’s home or the date of the custody order. You must notify Us within one hundred eighty (180) days of the date of placement in the home or of the custody order to update Our records.
ARTICLE IV. BENEFITS PROVIDED

ANY BENEFIT LISTED IN THIS CONTRACT, WHICH IS NOT MANDATED BY STATE OR FEDERAL LAW, MAY BE DELETED OR REVISED ON THE SCHEDULE OF BENEFITS.

A. Payments and Coinsurance

1. Subject to the Deductible Amount as shown in the Schedule of Benefits, the maximum limitations hereinafter provided and other terms and provisions of this Contract, We will provide Benefits in accordance with the Coinsurance percentage shown in the Schedule of Benefits toward Allowable Charges incurred by You for Covered Services during a Benefit Period.

2. Under certain circumstances, if Company pays the healthcare Provider amounts that are Your responsibility, such as Deductibles or Coinsurance, Company may collect such amounts directly from You. You agree that Company has the right to collect such amounts from You.

B. Deductible Amount

1. Benefit Period Deductible Amount:

   The dollar amount, as shown in the Schedule of Benefits, of charges for Covered Services that You must pay within a Benefit Period before this Contract starts paying Benefits. A separate Deductible Amount may apply to certain Covered Services if shown as applicable in the Schedule of Benefits.

2. Family Deductible:

   For Members in a class of coverage with more than one Member, this aggregate amount shown in the Schedule of Benefits is the maximum deductible amount that a family must pay before this Contract starts paying Benefits. Once a family has met its Family Deductible Amount, this Contract starts paying Benefits for all Members of the family, regardless of whether each individual family member has met his individual Benefit Period Deductible. No family member may contribute more than his Benefit Period Deductible Amount to satisfy the aggregate deductible amount required of a family. Family Deductibles may apply to other types of Deductible described in this Contract. Only Benefit Period Deductible Amounts accrue to the Family Deductible Amount.

3. We will apply Your Claims to the Deductible Amount in the order in which Claims are received and processed. It is possible that one Provider may collect the Deductible Amount from You, then when You receive Covered Services from another Provider, that Provider also collects Your Deductible Amount. This generally occurs when Your Claims have not been received and processed by Us. Our system will only show the Deductible Amount applied for Claims that have been processed. Therefore, You may need to pay toward the Deductible Amount until Your Claims are submitted and processed, showing that the Deductible Amount has been met. If You overpay Your Deductible Amount, You are entitled to receive a refund from the Provider in which the overpayment was made.

C. Coinsurance

1. After the Deductible Amount(s) have been met, We will provide Benefits in accordance with the Coinsurance percentage(s) shown in the Schedule of Benefits.

2. Preferred Provider Organization (PPO):

   Benefits may be provided through a PPO, if shown as applicable in the Schedule of Benefits. The Coinsurance percentages applicable for services of a Preferred Provider will be shown in the Schedule of Benefits.
D. Out-of-Pocket Amount

1. After the Member has met the Out-of-Pocket Amount, as shown in the Schedule of Benefits, We will pay one hundred percent (100%) of the Allowable Charge for Covered Services for the remainder of the Benefit Period.

2. The following accrue to the Out-of-Pocket Amount of this Contract:
   a. Coinsurance

3. The following do not accrue to the Out-of-Pocket Amount of this Contract:
   a. Deductible Amounts;
   b. any charges in excess of the Allowable Charge;
   c. any penalties the Member or Provider must pay; and
   d. charges for non-Covered Services.

E. Accumulator Transfers

Members’ needs sometimes require that they transfer from one policy to another. Types of transfers include, but are not limited to moving from one employer's plan to another, from a Group policy to an individual policy, an individual policy to a Group policy, or a Blue Cross and Blue Shield of Louisiana policy to an HMO Louisiana, Inc. policy. The type of transfer being made determines whether the Member's accumulators are carried from the old policy to the new policy. Accumulators include, but are not limited to, Deductibles, Out-of-Pocket Amounts, Benefit Period Maximums.

ARTICLE V. HOSPITAL BENEFITS

To receive Benefits, You must obtain Authorization for certain services if shown in the Schedule of Benefits and the Care Management Article. You must pay any Deductible Amount, and any Coinsurance percentages shown in the Schedule of Benefits.

If a Member receives services from a Physician in a Hospital-based clinic, the Member may be subject to charges from the Physician and/or clinic as well as the facility. The following services furnished to You by a Hospital are covered:

A. Inpatient Bed, Board and General Nursing Services

1. Hospital room and board and general nursing services.

2. In a Special Care Unit for a critically ill Member requiring an intensive level of care.

3. In a Skilled Nursing Facility or Unit or while receiving skilled nursing services in a Hospital or other facility approved by Us.

B. Other Inpatient Hospital Services

1. Use of operating, recovery and treatment rooms and equipment.

2. Drugs and medicines including take-home Prescription Drugs.

3. Blood transfusions, including the cost of whole blood, blood plasma and expanders, processing charges, administrative charges, equipment and supplies.

4. Anesthesia, anesthesia supplies and anesthesia services rendered by a Hospital employee.
5. Medical and surgical supplies, casts, and splints.

6. Diagnostic Services rendered by a Hospital employee.

7. Physical Therapy provided by a Hospital employee.

8. Psychological testing ordered by the attending Physician and performed by a Hospital employee.

C. Outpatient Services at Hospitals and Ambulatory Surgical Centers

Benefits will be provided for the services listed below when rendered for or in connection with:

1. Emergency Room Services for either:
   a. The initial treatment for Accidental Injury provided such treatment is rendered within seventy-two (72) hours of an accident; or
   b. A Medical Emergency which results in the Member being admitted to the Hospital as an Inpatient.

2. Surgery when performed in an Ambulatory Surgical Center or at a Hospital.

   The Eligible Outpatient Services at Hospitals and Ambulatory Surgical Centers available when receiving Covered Services described in a. or b. above, are:
   1. Use of operating, recovery and treatment rooms and equipment.
   2. Drugs and medicines to support or ancillary to the procedure rendered in the Outpatient setting, when the drugs and medicines are administered in these Outpatient settings.
   3. Blood transfusions, including the cost of whole blood, blood plasma and expanders, processing charges, administrative charges, equipment and supplies.
   4. Anesthesia, anesthesia supplies and anesthesia services.
   5. Medical and surgical supplies, casts and splints.

D. Pre-Admission Testing

Benefits will be provided for the Outpatient Facility charge and associated professional fees for Diagnostic Services rendered within seventy-two (72) hours of a scheduled procedure performed at an Inpatient or Outpatient Facility.

E. Authorization of Hospital Admissions

All Hospital Admissions (including Elective or non-emergency and Emergency Admissions) must be Authorized as outlined in the Authorization of Services.

In addition, at regular intervals during the Inpatient stay, We will perform a Concurrent Review to determine the appropriateness of continued hospitalization.
ARTICLE VI. MEDICAL AND SURGICAL BENEFITS

To receive Benefits, You must obtain Authorization for certain services if shown in the Schedule of Benefits and the Care Management Article. You must pay any applicable Deductible Amounts, and Coinsurance percentages shown in the Schedule of Benefits.

The following services furnished to You by a Hospital or Ambulatory Surgical Center are covered as described below:

A. Surgical Services

1. Surgery

   a. The Allowable Charge for Inpatient and Outpatient Surgery, when performed in a Hospital or in an Ambulatory Surgical Center, includes all pre-operative and post-operative medical visits. The pre-operative and post-operative period is defined and determined by Us and is that period of time which is appropriate as routine care for the particular surgical procedure.

   b. Outpatient Surgery when performed in a Hospital or an Ambulatory Surgical Center.

2. Multiple Surgical Procedures - When Medically Necessary multiple procedures (concurrent, successive or other multiple surgical procedures) are performed at the same surgical setting, Benefits will be paid as follows:

   a. Primary Procedure

      (1) The primary or major procedure will be the procedure with the greatest value based on the Allowable Charge.

      (2) Benefits for the primary procedure will be based on the Allowable Charge.

   b. Secondary Procedure(s)

      The secondary procedure(s) is a procedure(s) performed in addition to the primary procedure which adds significant time, risk or complexity to the Surgery. The Allowable Charge for the secondary procedure will be based on a percentage of the Allowable Charge that would be applied had the secondary procedure been the primary procedure.

   c. Incidental Procedure

      (1) An incidental procedure is one carried out at the same time as a more complex primary procedure and which requires little additional Physician resources and/or is clinically integral to the performance of the primary procedure.

      (2) The Allowable Charge for the primary procedure includes coverage for the incidental procedure(s). If the primary procedure is not covered, any incidental procedure(s) will not be covered.

   d. Unbundled Procedure(s)

      (1) Unbundling occurs when two (2) or more procedure codes are used to describe Surgery performed when a single, more comprehensive procedure code exists that accurately describes the entire Surgery performed. The unbundled procedures will be rebundled for assignment of the proper procedure code, as determined by Us.

      (2) Benefits will be paid according to the proper comprehensive procedure code, for the rebundled procedure, as We determine.
e. Mutually Exclusive Procedure(s)

(1) Mutually exclusive procedures are two (2) or more procedures that are usually not performed at the same operative session on the same patient on the same date of service. Mutually exclusive rules may also include different procedure code descriptions for the same type of procedures in which the Physician should be submitting only one (1) of the codes. Mutually exclusive procedures are two (2) or more procedures that by medical practice standards should not be performed on the same patient, on the same day of service, for which separate billings are made.

(2) The Allowable Charge includes all procedures performed at the same surgical setting. Procedure(s) which are not considered Medically Necessary will not be covered.

3. Assistant Surgeon

An assistant surgeon is a Physician, licensed Physician assistant, certified registered nurse first assistant (CRNFA), registered nurse first assistant (RNFA) or certified nurse practitioner (CNP). Coverage for an assistant surgeon is provided only if the use of an assistant surgeon is required with reference to nationally established guidelines. The Allowable Charge for the assistant surgeon is based on a percentage of the fee paid to the primary surgeon.

4. Anesthesia

a. General anesthesia services are covered when requested by the operating Physician and performed by a certified registered nurse anesthetist (CRNA) or Physician, other than the operating Physician or the assistant surgeon, for covered surgical services. Coverage is also provided for other forms of anesthesia services as defined and approved by Us. Medical direction or supervision of anesthesia administration includes pre-operative, operative and post-operative anesthesia administration care.

b. Anesthetic or sedation procedures performed by the operating Physician, his assistant surgeon, or an advanced practice registered nurse will be covered as a part of the surgical or diagnostic procedure unless We determine otherwise.

c. Benefits for anesthesia will be determined by applying the Coinsurance to the Allowable Charge based on the primary surgical procedure performed. Benefits are available for the anesthesiologist or CRNA who performs the service. When an anesthesiologist medically directs or supervises the CRNA, payment may be divided between the medical direction or supervision and administration of anesthesia, when billed separately.

B. Other Medical Services

1. Inpatient medical care visits.

2. Inpatient Concurrent Care.

3. Inpatient Consultation (as defined in this Contract).
ARTICLE VII. 

PREVENTIVE OR WELLNESS CARE

The following Preventive or Wellness Care services are available to You. You must pay all Deductible Amounts and Coinsurance percentages shown in the Schedule of Benefits unless otherwise stated below. Preventive or Wellness Care services may be subject to other limitations shown in the Schedule of Benefits.

A. Well Woman Examinations (Benefit Period Deductible Amount does not apply)

1. One (1) routine Pap smear per Benefit Period.

2. All film mammograms are covered at no cost to You when obtained from a Network Provider. Film mammograms obtained from a Non-Network Provider will be subject to Coinsurance as shown in the Schedule of Benefits.

B. Physical Examinations

Routine Wellness Exam for Members eleven (11) years of age and above. Diagnostic Services associated with this examination are not covered unless the Diagnostic Service is listed separately above as a Preventive or Wellness Care service. The Benefit Period Deductible Amount does not apply to the Preventive or Wellness Care office visit.

C. Immunizations – Deductible Amount does not apply

1. All state mandated immunizations including the complete basic immunization series as defined by the state health officer and required for school entry for children up to age six (6).

2. Immunizations recommended by Your Physician.

3. Seasonal flu and H1N1 immunizations, only if administered in the office of a Preferred Care Provider or an Network Pharmacy. This Benefit includes the Preferred Care Provider’s office visit charge for the immunizations. The Benefit Period Deductible and Coinsurance are waived.

D. Other Wellness Services

1. One (1) digital rectal exam and prostate-specific antigen (PSA) test per Benefit Period, is covered for Members fifty (50) years of age or older, and as recommended by a Physician if You are over forty (40) years of age. A second visit shall be permitted for follow-up treatment within sixty (60) days after the visit if related to a condition diagnosed or treated during the visit and recommended by a Physician. Deductible Amount does not apply.

2. Benefits are available for routine colorectal cancer screenings. Routine colorectal cancer screening shall mean a FIT (Fecal Immunochemical Test for blood) fecal occult blood test, flexible sigmoidoscopy, or colonoscopy provided in accordance with the most recently published recommendations established by the American College of Gastroenterology, in Consultation with the American Cancer Society, for the ages, family histories and frequencies referenced in such recommendations. Routine colorectal cancer screening shall not mean services otherwise excluded from Benefits because the services are deemed by Us to be Investigational.
### WHAT A MEMBER PAYS FOR PREVENTIVE OR WELLNESS CARE BENEFITS

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### ARTICLE VIII. ORAL SURGERY BENEFITS

To receive Benefits, You must be an Inpatient at a Hospital or at an Ambulatory Surgical Center or as an Outpatient at a Hospital, and You must obtain Authorization for certain services if shown in the Schedule of Benefits and the Care Management Article.

You must pay any applicable Deductible Amounts, and Coinsurance percentages shown in the Schedule of Benefits. The highest level of Benefits is available when services are performed by a PPO Provider, or by a Provider in Blue Cross and Blue Shield of Louisiana's dental network. Access the dental network online at [www.bcbsla.com](http://www.bcbsla.com), or call the customer service telephone number on Your ID card for a copy of the directory.

Coverage is provided only for the following services or procedures:

A. Excision of tumors or cysts (excluding odontogenic cysts) of the jaws, gums, cheeks, lips, tongue, roof and floor of mouth.

B. Extraction of impacted teeth.

C. Dental Care and Treatment including Surgery and dental appliances if required to correct Accidental Injuries of the jaws, cheeks, lips, tongue, roof or floor of mouth, and of sound natural teeth. (For the purposes of this section, sound natural teeth include those which are capped, crowned or attached by way of a crown or cap to a bridge. Sound natural teeth may have fillings or a root canal).

D. Excision of exostoses or tori of the jaws and hard palate.

E. Incision and drainage of abscess and treatment of cellulitis.

F. Incision of accessory sinuses, salivary glands and salivary ducts.

G. Anesthesia for the above services or procedures when rendered by an oral surgeon.
H. Anesthesia when rendered in a Hospital setting and for associated Hospital charges when Your mental or physical condition requires dental treatment to be rendered in a Hospital setting. Anesthesia Benefits are not available for treatment rendered for Temporomandibular Joint (TMJ) Disorders.

I. Benefits are available for dental services not otherwise covered by this Contract, when specifically required for head and neck cancer patients. Benefits are limited to preparation for or follow-up to radiation therapy involving the mouth. To determine if You are eligible for these Benefits, please call Our Customer Service Unit at the phone number on Your ID card, and ask to speak to a Case Manager.

ARTICLE IX. ORGAN, TISSUE AND BONE MARROW TRANSPLANT BENEFITS

OUR AUTHORIZATION IS REQUIRED FOR THE EVALUATION OF A MEMBER’S SUITABILITY FOR ALL SOLID ORGAN AND BONE MARROW TRANSPLANTS AND PROCEDURES. For the purposes of coverage under the Contract, all autologous procedures are considered transplants.

Solid organ and bone marrow transplants will not be covered unless the Member obtains written Authorization from Us prior to services being rendered. The Member or his Provider must advise Us of the proposed transplant procedure prior to Admission and a written request for Authorization must be filed with Us. We must be provided with adequate information so that We may verify coverage, determine that Medical Necessity is documented, and approve of the Hospital at which the transplant procedure will occur. We will forward written Authorization to the Member and to the Provider(s).

A. Acquisition Expenses

If an organ, tissue or bone marrow is obtained from a living donor for a covered transplant, the donor’s medical expenses are covered as acquisition costs for the recipient under this Contract.

If any organ, tissue or bone marrow is sold rather than donated to a Member, the purchase price of such organ, tissue or bone marrow is not covered.

B. Organ, Tissue and Bone Marrow Transplants

1. Benefits for solid organ and bone marrow transplants are available only when services are rendered by a Blue Distinction Centers for Transplants (BDCT) for the specific organ or transplant or by a Blue Cross and Blue Shield of Louisiana (BCBSLA) Preferred Provider facility, unless otherwise approved by Us in writing. To locate an approved transplant facility, Members should contact Our Customer Service Department at the number listed on their ID card.

2. Benefits for Organ, Tissue and Bone Marrow Transplants include coverage for immunosuppressive drugs prescribed for transplant procedure(s).

Benefits as specified in this section will be provided for treatment and care as a result of or directly related to the following transplant procedures:

C. Solid Human Organ Transplants of the:

1. Liver;
2. Heart;
3. Lung;
4. Kidney;
5. Pancreas;
6. Small bowel; and
7. Other solid organ transplant procedures which We determine have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These solid organ transplants will be considered on a case-by-case basis.

D. Tissue Transplant Procedures (Autologous and Allogeneic), as specified below:

Tissue transplants (other than bone marrow) are covered under regular Benefits and do not require prior Authorization. However, if an Inpatient Admission is required, it is subject to the Article on Care Management. These following tissue transplants are covered:

1. Blood transfusions;

2. Autologous parathyroid transplants;

3. Corneal transplants;

4. Bone and cartilage grafting;

5. Skin grafting;

6. Autologous islet cell transplants; and

7. Other tissue transplant procedures which We determine have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These tissue transplants will be considered on a case-by-case basis.

E. Bone Marrow Transplants

1. Allogeneic, autologous and syngeneic bone marrow transplants, including tandem transplants (transplant lite) and donor lymphocyte infusions are covered.

2. Other bone marrow transplant procedures which We determine have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These bone marrow transplant procedures will be considered on a case-by-case basis.

ARTICLE X. NEWBORN CARE

For a newborn who is covered at birth as a Dependent:

A. Medical and surgical services rendered by a Physician, for treatment of illness, pre-maturity, post-maturity or congenital condition of a newborn and circumcision. Services of a Physician for Inpatient Well Baby Care immediately following delivery until discharge are covered.

B. Hospital Services, including services related to circumcision during the newborn's post-delivery stay and treatment of illness, pre-maturity, post-maturity or congenital condition of a newborn. Charges for a well newborn are not covered, regardless of how they are billed.
ARTICLE XI. REHABILITATIVE CARE BENEFITS

INPATIENT REHABILITATIVE CARE BENEFITS AND OPTIONAL OUTPATIENT REHABILITATIVE CARE BENEFITS

NOTE: Inpatient Rehabilitative Care Benefits are included with this Contract. Outpatient Rehabilitative Care Benefits must be purchased separately. Please refer to the Schedule of Benefits to determine if Outpatient Rehabilitative Care Benefits are included.

**Occupational Therapy, Physical Therapy and Speech/Language Pathology Therapy**

Inpatient Rehabilitative Care Benefits will be available for Hospital and Professional Services, including services for Occupational Therapy, Physical Therapy, Speech/Language Pathology Therapy and/or Chiropractic Services. If YOU HAVE PURCHASED THE OUTPATIENT REHABILITATIVE CARE OPTION, Rehabilitative Care Benefits will be available for services provided on an Outpatient basis, including services for Occupational Therapy, Physical Therapy, Speech/Language Pathology Therapy, and/or Chiropractic Services. Occupational Therapy, Physical Therapy, Speech/Language Pathology Therapy and/or Chiropractic Services are covered on an Outpatient basis only when the Outpatient Rehabilitative Care option has been purchased.

Benefits are available when the therapy is rendered by a Provider licensed and practicing within the scope of his license. In order for care to be considered at an Inpatient rehabilitation facility, the Member must be able to tolerate a minimum of three (3) hours of active therapy per day.

An Inpatient rehabilitation Admission must be Authorized prior to the Admission and must begin within seventy-two (72) hours following the discharge from an Inpatient Hospital Admission for the same or similar condition.

If you have purchased the Outpatient Rehabilitative Care Option, Day Rehabilitation Programs for Rehabilitative Care may be Authorized in place of Inpatient stays for rehabilitation. Day Rehabilitation Programs must be Authorized prior to beginning the program and must begin within seventy-two (72) hours following discharge from an Inpatient Admission for the same or similar condition.

A. **Occupational Therapy**

1. Occupational Therapy services are covered when performed by a Provider licensed and practicing within the scope of his license, including, but not limited to a licensed occupational therapist, a licensed and certified Occupational Therapy assistant supervised by a licensed occupational therapist, or a licensed advanced practice registered nurse.

2. Occupational Therapy must be referred or ordered by a Physician, advanced practice registered nurse, dentist, podiatrist, or optometrist prior to the receipt of services.

3. Prevention, wellness and education related services for Occupational Therapy shall not require a referral.

B. **Physical Therapy**

1. Physical Therapy services are covered when performed by a licensed physical therapist practicing within the scope of his license.

2. A licensed physical therapist may perform an initial evaluation or consultation of a screening nature to determine the need for Physical Therapy.

3. Physical Therapy must be prescribed or referred by a Physician, dentist, podiatrist, or chiropractor prior to the receipt of services. However, Physical Therapy may be provided without the prescription or referral of a Physician, dentist, podiatrist or chiropractor when performed under the following circumstances, if listed as a Covered Service:

   a. To children with a diagnosed developmental disability pursuant to the Member’s plan of care.
b. As part of a Home Health Care agency pursuant to the Member’s plan of care.

c. To a patient in a nursing home pursuant to the Member’s plan of care.

d. Related to conditioning or to providing education or activities in a wellness setting for the purpose of injury prevention, reduction of stress, or promotion of fitness.

e. To an individual for a previously diagnosed condition or conditions for which Physical Therapy services are appropriate after informing the health care Provider rendering the diagnosis. The diagnosis shall have been made within the previous ninety (90) days. The physical therapist shall provide the health care Provider who rendered such diagnosis with a plan of care for Physical Therapy services within the first fifteen (15) days of Physical Therapy intervention.

C. Speech/Language Pathology Therapy

1. Speech/Language Pathology Therapy services are covered when performed by a Provider licensed to practice in the state in which the services are rendered and practicing within the scope of his license, including, but not limited to, a speech pathologist or by an audiologist.

2. The therapy must be used to improve or restore speech language deficits or swallowing function.

3. Speech/Language Pathology Therapy must be prescribed by a Physician prior to the receipt of services.

D. Chiropractic Services

1. Chiropractic Services are covered when performed by a chiropractor licensed and practicing within the scope of his license.

2. A licensed chiropractor may make recommendations to personal hygiene and proper nutritional practices for the rehabilitation of a patient and may order such diagnostic tests as are necessary for determining conditions associated with the functional integrity of the spine.

ARTICLE XII. OTHER COVERED SERVICES, SUPPLIES OR EQUIPMENT

To receive Benefits, You must obtain Authorization for certain services if shown in the Schedule of Benefits and the Care Management Article. You must pay any applicable Deductible Amounts, and Coinsurance percentages shown in the Schedule of Benefits. Benefits will be available whether provided Inpatient or Outpatient including in a Physician’s office, unless otherwise stated in the specific Benefit description.

A. Accidental Injury Benefits

1. Subject to the other provisions of this Contract, if a Member incurs covered medical expenses for treatment or services as a direct result of a traumatic bodily injury sustained solely through accidental means, We agree to pay one hundred percent (100%) of the Allowable Charge for such medical expenses actually incurred, up to the maximum amount per accident shown on the Schedule of Benefits for this Accidental Injury Benefit. Once the maximum is exhausted, the Benefit Period Deductible will apply and regular Benefits will be provided to the Member.

2. No Benefits are available under this Accidental Injury Benefits provision for expenses that are not otherwise covered under this Contract.

3. No Benefits are available for treatment or services received in a Physician’s office or Urgent Care Center, even if received as a direct result of traumatic bodily injury sustained solely through accidental means.
4. Benefits are available for treatment or services received rendered in an Emergency room only if:

   a. the treatment or services are a direct result of a traumatic bodily injury sustained solely through accidental means and the Emergency room Claim is submitted with an accident diagnosis; or

   b. the Member receives treatment or services in an Emergency room for a traumatic bodily injury sustained solely through accidental means AND is admitted as an Inpatient.

B. Ambulance Service Benefits

Benefits are limited to the following for Ambulance Services for local transportation when Medically Necessary:

1. for the Newly Born Infant, to the nearest Hospital or neonatal Special Care Unit for treatment of illnesses, injuries, congenital birth defects and complications of premature birth which require that level of care; and

2. for the Temporarily Medically-Disabled Mother of the ill Newly Born Infant when accompanying the ill Newly Born Infant to the nearest Hospital or neonatal Special Care Unit, upon recommendation by the mother’s attending Physician of her need for professional Ambulance Service.

No other Ambulance Services are available. No Benefits are available if transportation is provided for Your comfort or convenience, or when a Hospital transports Members between parts of its own campus.

If You have a covered Ambulance Service, and have paid a periodic fee to an ambulance membership organization with which We do not have a Provider Agreement, Benefits for expenses You have incurred for covered Ambulance Services will be based on any obligation You must pay that is not covered by the fee. If there is in effect a Provider Agreement between Us and the ambulance organization, Benefits will be based on the Allowable Charge.

C. Attention Deficit/Hyperactivity Disorder

The diagnosis of and treatment for Attention Deficit/Hyperactivity Disorder is covered when rendered or prescribed by a Physician or Allied Health Professional. However, Benefits provided will not exceed two thousand, five hundred dollars ($2,500.00) per Benefit Period. You will be responsible for charges in excess of the Benefit Period maximum, if any. Charges in excess of the Benefit Period maximum are non-Covered Services and do not accrue to Your Out-of-Pocket Amount.

D. Bone Mass Measurement

Benefits are available for scientifically proven Bone Mass Measurement test for the diagnosis and treatment of osteoporosis if You are:

1. An estrogen deficient woman at clinical risk of osteoporosis who is considering treatment;

2. An individual receiving long-term steroid therapy; or

3. An individual being monitored to assess the response to or efficiency of approved osteoporosis drug therapies.

E. Breast Reconstructive Surgery Services

1. If You are receiving Benefits in connection with a mastectomy and elect breast reconstruction in connection with such mastectomy, You will also receive Benefits for the following Covered Services:

   a. reconstruction of the breast on which the mastectomy has been performed;

   b. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and

   c. prostheses and physical complications of all stages of mastectomy, including lymphedemas.
2. These Covered Services shall be delivered in a manner determined in consultation with You and Your attending Physician, if applicable, and will be subject to any Deductible Amounts and Coinsurance.

**F. Cancer Drug Benefits**

Medically Necessary Benefits are available for Chemotherapy (for cancer treatment/prevention only). Also covered are supportive care drugs for cancer treatment, including but not limited to related blood modifiers, colony stimulating factors, anti-nausea medications, and drugs to prevent skeletal related events. Lab work necessary for the administration of covered chemotherapy treatment is covered, when performed within three (3) days of the chemotherapy administration.

**G. Cleft Lip and Cleft Palate Services**

The following services for the treatment and correction of Cleft Lip and Cleft Palate are covered:

2. Prosthetic treatment such as obturators, speech appliances and feeding appliances.
3. Orthodontic treatment and management.
4. Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy.
5. Speech-language evaluation and therapy.
6. Audiological assessments and amplification devices.
7. Otolaryngology treatment and management.
8. Psychological assessment and counseling.

Coverage is also provided for secondary conditions and treatment attributable to the primary medical condition.

**H. Clinical Trial Participation**

1. This Contract shall provide coverage for patient costs incurred as a result of a treatment being provided in accordance with a clinical trial for cancer. Coverage will be subject to any applicable Deductible or Coinsurance amounts shown in the Schedule of Benefits.

2. The following services are not covered:
   a. Non-health care services provided as part of the clinical trial;
   b. Costs for managing research data associated with the clinical trial;
   c. Investigational drugs or devices; and/or
   d. Services, treatment or supplies not otherwise covered under the Contract. Office visits are not covered.
3. Investigational treatments and associated protocol-related patient care not excluded in this paragraph shall be covered if all of the following criteria are met:

   a. The treatment is being provided with a therapeutic or palliative intent for patients with cancer or for the prevention or early detection of cancer.

   b. The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III or Phase IV clinical trial for cancer.

   c. The treatment is being provided in accordance with a clinical trial approved by one of the following entities:

      (1) One of the United States National Institutes of Health.

      (2) A cooperative Group funded by one of the National Institutes of Health.

      (3) The FDA in the form of an Investigational new drug application.

      (4) The United States Department of Veterans Affairs.

      (5) The United States Department of Defense.

      (6) A federally funded general clinical research center.

      (7) The Coalition of National Cancer Cooperative Groups.

   d. The proposed protocol must have been reviewed and approved by a qualified institutional review board which operates in this state and which has a multiple project assurance contract approved by the office of protection from research risks.

   e. The facility and personnel providing the protocol must provide the treatment within their scope of practice, experience, and training and are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise.

   f. There must be no clearly superior, non-Investigational approach.

   g. The available clinical or pre-clinical data provide a reasonable expectation that the treatment will be at least as efficacious as the non-Investigational alternative.

   h. The patient has a signed institutional review board approved consent form.

I. Colorectal Cancer Screening Benefits

Benefits are available for routine colorectal cancer screenings. FIT (Fecal Immunochemical Test for blood), flexible sigmoidoscopy, or colonoscopy provided in accordance with the most recently published recommendations established by the American College of Gastroenterology, in consultation with the American Cancer Society, for the ages, family histories and frequencies referenced in such recommendations. Routine colorectal cancer screening shall not mean services otherwise excluded from Benefits because the services are deemed by Us to be Investigational.
J. Diabetes Education and Training for Self-Management

1. Members that have insulin-dependent diabetes, insulin-using diabetes, gestational diabetes or non-insulin diabetes may need to be educated on their condition and trained to manage their condition. Coverage is available for self-management training and education, dietician visits and for the equipment and necessary supplies for the training, if prescribed by the Member’s Physician.

2. Evaluation and training programs for diabetes self-management is covered subject to the following:

   a. The program must be determined to be Medically Necessary by a Physician and provided by a licensed health care professional who certifies that You have successfully completed the training program.

   b. The program shall comply with the National Standard for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

K. Hearing Aid

Benefits are available for hearing aids for covered Members age seventeen (17) and under when obtained from a Network Provider or another Provider approved by Us. This Benefit is limited to one hearing aid, per ear, in a thirty-six (36) month period. The hearing aid must be fitted and dispensed by a licensed audiologist, licensed hearing aid specialist, or a hearing aid dealer following the medical clearance of a Physician and an audiological evaluation medically appropriate to the age of the child.

We will pay up to Our Allowable Charge for this Benefit. We may increase Our Allowable Charge if the manufacturer’s cost to the Provider exceeds the Allowable Charge. In no event will We pay more than one thousand, four hundred dollars ($1,400.00) per hearing aid, per ear, in a thirty-six (36) month period. If You purchase a hearing aid that costs more than one thousand, four hundred dollars ($1,400.00), You will be responsible for all amounts above one thousand, four hundred dollars ($1,400.00). Charges over one-thousand, four hundred dollars ($1,400.00) are non-covered charges and do not accrue to the Member’s Out-of-Pocket Amount. This Benefit is not subject to Coinsurance or Deductibles.

Eligible implantable bone conduction hearing aids are not subject to the above limitations and provisions. They are covered the same as any other service or supply, subject to any applicable Coinsurance and Deductibles Amounts.

L. High Tech Imaging

Medically Necessary High Tech Imaging, including but not limited to MRIs, MRAs, CT scans, PET scans, and nuclear cardiology are covered. These services require prior Authorization.

M. Hospice and Home Health Care Benefits

1. Hospice Care is covered and may be limited if shown in the Schedule of Benefits.

2. Home Health Care services provided to a Member in lieu of an Inpatient Hospital Admission are covered, and may be limited if shown in the Schedule of Benefits.

N. Interpreter Expenses for the Hearing Impaired

Services of a qualified interpreter/transliterater are covered when You need such services in connection with medical treatment or diagnostic consultations if the services are required because of Your hearing impairment or Your failure to understand or otherwise communicate in spoken language. These services are not covered if the services are rendered by a family member, or if the medical treatment or consultation is not covered.
O. **Low Protein Food Products for Treatment of Inherited Metabolic Diseases**

Benefits are available for low protein food products for treatment of certain Inherited Metabolic Diseases. "Inherited Metabolic Disease" shall mean a disease caused by an inherited abnormality of body chemistry. “Low Protein Food Products” shall mean those foods that are especially formulated to have less than one gram of protein per serving and are intended to be used under the direction of a Physician for the dietary treatment of an Inherited Metabolic Disease. Low Protein Food Products shall not include natural foods that are naturally low in protein. Benefits for Low Protein Food Products are limited to the treatment of the following diseases:

- Phenylketonuria (PKU)
- Maple Syrup Urine Disease (MSUD)
- Methylmalonic Acidemia (MMA)
- Isovaleric Acidemia (IVA)
- Propionic Acidemia
- Glutaric Acidemia
- Urea Cycle Defects
- Tyrosinemia

Benefits shall not exceed two hundred dollars ($200.00) per month, and are subject to applicable Deductible Amounts and Coinsurance as shown on the Schedule of Benefits. You are responsible for all amounts above two hundred dollars ($200.00) per month. Charges over two hundred dollars ($200.00) per month are non-covered charges and do not accrue to Your Out-of-Pocket Maximum amount.

P. **Lymphedema**

Treatment of lymphedema is covered when rendered or prescribed by a licensed Physician or received in a Hospital or other public or private facility authorized to provide lymphedema treatment. Coverage includes but is not limited to multilayer compression bandaging systems and custom or standard-fit gradient compression garments.

Q. **Other Benefits**

Benefits are available for the following services when performed by a Provider Authorized to administer such services. No Physician office visits are covered. When any of the below services are provided in an Emergency room, a Member must meet the requirements of the Hospital Benefits Article, Outpatient Services at Hospitals and Ambulatory Surgical Centers section, in order for Benefits to be available.

1. Radiation therapy and high intensity x-ray therapy. Lab work necessary for the administration of these therapies is covered, when performed within three (3) days of the therapy.

2. Hemodialysis. Lab work necessary for the administration of covered hemodialysis is covered, when performed within three (3) days of the hemodialysis.

3. Blood transfusions, including the cost of whole blood, blood plasma and expanders, processing charges, administrative charges, equipment and supplies.

4. Nuclear medicine, ultrasound, MRI, PET Scans, cardiac catheterization and computerized tomography.

R. **Permanent Sterilization Procedures**

Benefits are available for surgical procedures and/or contraceptive devices that result in permanent sterilization, including tubal ligation, vasectomy, and hysteroscopic placement of micro-inserts into the fallopian tubes. Benefits are not available if performed in a Physician’s office.
S. Prosthetic Appliances and Devices and Prosthetic Services (of the Limbs only)

Benefits will be available for the purchase of Prosthetic Appliances and Devices and Prosthetic Services of the limbs that We Authorize, and are covered subject to the following:

1. Prosthetic Appliances and Devices of the limb must be prescribed by a licensed Physician and provided by a facility accredited by the American Board for Certification in Orthotics Prosthetics and Pedorthics (ABC) or by the Board for Orthotist/Prosthetist Certification (BOC).

2. Repair or replacement of the Prosthetic Appliance or Device is covered only within a reasonable time period from the date of purchase subject to the expected lifetime of the appliance. We will determine this time period.

3. Benefits based on the Allowable Charge for standard appliances will be provided toward any deluxe appliance when a Member selects a deluxe appliance solely for his comfort or convenience. A Member may choose a Prosthetic Appliance or Device that is priced higher than the benefit payable under this Contract and may pay the difference between the price of the device and the benefit payable, without financial or contractual penalty to the provider of the device. Benefits for deluxe appliances based on the Allowable Charge for deluxe appliances will only be provided when documented to be Medically Necessary.

4. There is no coverage for fitting or adjustments, as this is included in the Allowable Charge for the Orthotic Device.

5. All Prosthetic Appliances and Devices and Prosthetic Services of the Limbs will accrue to the Benefit Period Maximum for each limb as shown on the Schedule of Benefits.

T. Telemedicine

Benefits are available to covered Members for the health care delivery, diagnosis, consultation, treatment and the transfer of medical data by a Physician or Nurse Practitioner in Our Network using interactive telecommunication technology that enables the Physician or Nurse Practitioner in Our Network and the Member at two locations separated by distance to interact via two-way video and audio transmission simultaneously. Telephone conversation or an electronic mail message between a Network Provider and a Member are not Covered Services.

The cost You pay for a Telemedicine visit may differ from Your office visit cost share. If applicable, Your QBPC cost share may not apply to a Telemedicine visit.

Services must be rendered by a Physician or Nurse Practitioner in Our Network or another Provider approved by Us.
ARTICLE XIII. CARE MANAGEMENT

A. Authorization of Admissions, Services and Supplies, Selection of Provider, and Penalties

1. Selection of Provider

A Member may generally obtain medical care from any Provider. Benefits will be paid at the highest Network level when care is received from a Network Provider. Participating and Non-Participating Providers are Non-Network Providers.

a. If a Member wants to receive services from a Non-Network Provider and obtain the highest level of Benefits, he must notify Our Care Management Department before services are rendered. We will approve the use of the Non-Network Provider only if We determine that the services cannot be provided by a Network Provider within a seventy-five (75) mile radius of the Member’s home.

We must approve the use of a Non-Network Provider and issue any required Authorization before services are rendered. If We do not approve use of the Non-Network Provider and issue a Authorization prior to services being rendered, Covered Services that are later determined to be Medically Necessary will be paid at the lower Non-Network Provider level shown on the Schedule of Benefits.

b. If We do approve the use of a Non-Network Provider, that Provider may or may not accept the Member’s Copayment or Deductible at the time services are rendered. We will pay Benefits up to the Allowable Charge for Covered Services rendered by an approved Non-Network Provider who has obtained any required Authorizations prior to services being rendered. We will deduct from Our payment the amount of the Member’s Copayment, Deductible and Coinsurance percentage whether or not the Copayment, Deductible and Coinsurance percentage is accepted by the Non-Network Provider.

An Authorization of Medical Necessity is not an approval of the use of a Non-Network Provider. These are two separate functions.

2. Penalties for Failure to Obtain Authorization – Admissions, Outpatient Services and Other Covered Services and Supplies

If Authorization is not requested prior to the Admission or receiving other Covered Services and supplies requiring an Authorization, We will have the right to determine if the Admission or other Covered Services and supplies were Medically Necessary. If the services were not Medically Necessary, the Admission or other Covered Services and supplies will not be covered and the Member must pay all charges incurred.

If the services were Medically Necessary, Benefits will be provided based on the participating status of the Provider rendering the services, as follows:

a. Admissions

(1) If a Network Provider or Participating Provider fails to obtain a required Authorization, We will reduce Allowable Charges by the penalty amount stipulated in the Provider’s contract with Us or with another Blue Cross and Blue Shield Plan. This penalty applies to all covered Inpatient charges. The Network Provider or Participating Provider is responsible for all charges not covered. The Member remains responsible for his Copayment, Deductible and applicable Coinsurance percentage.

(2) If a Non-Network Provider fails to obtain a required Authorization, We will reduce Allowable Charges by the amount shown in the Schedule of Benefits. This penalty applies to all covered Inpatient charges. The Member is responsible for all charges not covered and for any applicable Copayment, Deductible and Coinsurance percentage shown in the Schedule of Benefits.

b. Outpatient Services, Other Covered Services and Supplies
(1) If a Network Provider fails to obtain a required Authorization, We may reduce Allowable Charges by thirty percent (30%). This penalty applies to all services and supplies requiring an Authorization, other than Inpatient charges. The Network Provider is responsible for all charges not covered. The Member remains responsible for his Copayment, Deductible and applicable Coinsurance percentage.

(2) If a Non-Network Provider fails to obtain a required Authorization, Benefits will be paid at the lower Non-Network level shown in the Schedule of Benefits. The Member is responsible for all charges not covered and remains responsible for his Copayment, Deductible and applicable Coinsurance percentage.

3. Authorization of Admissions

a. Authorization of Elective Admissions

The Member is responsible for ensuring that his Provider notifies Our Care Management Department of any Elective or non-emergency Inpatient Hospital Admission. The Company must be notified (by calling the telephone number shown in the Schedule of Benefits or the Member’s ID card) prior to the Admission regarding the nature and purpose of any Elective Admission or non-emergency Admission to a Hospital’s Inpatient department. The most appropriate setting for the elective service and the appropriate length of stay will be determined by the Company when the Hospital Inpatient setting is documented to be Medically Necessary.

(1) If a request for Authorization is denied by Us for an Admission to any facility, the Admission is not covered and the Member must pay all charges incurred during the Admission for which Authorization was denied.

(2) If Authorization is not requested prior to an Admission, We will have the right to determine if the Admission was Medically Necessary. If an Admission was Medically Necessary, Benefits will be provided based on the participating status of the Provider.

(3) Additional amounts for which the Member is responsible because Authorization of an Elective or non-emergency Inpatient Hospital Admission was denied or not requested are considered non-covered and will not apply toward satisfying the Out-of-Pocket Amount.

b. Authorization of Emergency Admissions

It is the Member’s responsibility to ensure that his Physician or Hospital, or a representative thereof, notifies the Company's Care Management Department of all Emergency Inpatient Hospital Admissions. Within forty-eight (48) hours of the Emergency Admission, the Company must be notified (by calling the telephone number shown in the Schedule of Benefits or the Member’s ID card) regarding the nature and purpose of the Emergency Admission. The Company may waive or extend this time limitation if it determines that the Member is unable to timely notify or direct his representative to notify the Company of the Emergency Admission. In the event that the end of the notification period falls on a holiday or weekend, the Company must be notified on its next working day. The appropriate length of stay for the Emergency Admission will be determined by the Company when the Hospital Inpatient setting is documented to be Medically Necessary.

(1) If Authorization is denied by Us for an Admission to any facility, the Admission will not be covered and the Member must pay all charges incurred during the Admission for which Authorization was denied.

(2) If Authorization is not requested, We will have the right to determine if the Admission was Medically Necessary. If an Admission was Medically Necessary, Benefits will be provided based on the participating status of the Provider.

(3) Additional amounts for which the Member is responsible because Authorization of an Emergency...
Admission was denied or not requested are considered non-covered and will not apply toward the Out-of-Pocket Amount.

c. Concurrent Review

When We Authorize a Member’s Inpatient stay, We will Authorize his stay in the Hospital for a certain number of days. If the Member has not been discharged on or before the last Authorized day, and the Member needs additional days to be Authorized, the Member must make sure his Physician or Hospital contacts Our Care Management Department to request Concurrent Review for Authorization of additional days. This request for continued hospitalization must be made on or before the Member’s last Authorized day so We can review and respond to the request that day. If We Authorized the request, We will again Authorize a certain number of days, repeating this procedure until the Member is either discharged or the Member’s continued stay request is denied.

(1) If We do not receive a request for Authorization for continued stay on or before the Member’s last Authorized day, no days are approved past the last Authorized day, and no additional Benefits will be paid unless We receive and Authorize another request. If at any point in this Concurrent Review procedure a request for Authorization for continued stay is received and We determine that it is not Medically Necessary for the Member to receive continued hospitalization or hospitalization at the level of care requested, We will notify the Member and his Providers, in writing, that the request is denied and no additional days are Authorized.

(2) If We deny a Concurrent Review request or level of care request for Hospital Services, We will notify the Member, his Physician and the Hospital of the denial. If the Member elects to remain in the Hospital as an Inpatient thereafter, or at the same level of care, the Member will not be responsible for any charges unless he is notified of his financial responsibility by the Physician or Hospital in advance of incurring additional charges.

(3) Charges for non-authorized days in the Hospital that the Member must pay are considered non-covered and will not apply toward satisfying the Out-of-Pocket Amount.

4. Authorization of Outpatient Services, Including Other Covered Services and Supplies

Certain services, supplies, and Prescription Drugs require Our Authorization before a Member receives the services, supplies, or Prescription Drugs. The Authorizations list is shown in the Member’s Schedule of Benefits. The Member is responsible for making sure his Provider obtains all required Authorizations for him before he receives the services, supplies, or Prescription Drugs. We may need the Member’s Provider to submit medical or clinical information about the Member’s condition. To obtain Authorizations, the Member’s Provider should contact Our Care Management Department at the telephone number shown on the Member’s ID card.

a. If a request for Authorization is denied by Us, the Outpatient services and supplies are not covered.

b. If Authorization is not requested prior to receiving Outpatient services and supplies requiring Authorization, We will have the right to determine if the services and/or supplies were Medically Necessary. If a service or supply was Medically Necessary, Benefits will be provided based on the participating status of the Provider.

c. Additional amounts for which the Member is responsible because Authorization of Outpatient services and supplies was denied or not requested are considered non-covered and will not accrue to the Out-of-Pocket Amount.
5. Appeals
   
a. If either the Member or the Provider disagrees with the denial of any Authorization, the denial may be appealed as shown in the Complaints, Grievance and Appeals article of this Contract. The Member or the Provider may Appeal the denial by contacting the Company in writing within one hundred eighty (180) days of notice of the denial in accordance with the Complaints, Grievance and Appeals article of this.

b. If the Company does not reverse the decision, the Member will be responsible for (and no Benefits will be payable for) charges incurred.

c. Providers will be notified of Appeal results only if the Provider filed the Appeal.

B. Disease Management

Qualification - You may qualify for Disease Management programs, at Our discretion, based on various criteria, including a diagnosis of chronic illness, severity, and proposed or rendered treatment. The program seeks to identify candidates as early as possible. Self-management techniques are reinforced and a personal nurse is assigned. You or Your Physicians and caregivers may be included in all phases of the disease management program. The disease management nurse may also refer You to community resources for further support and management.

Disease Management Benefits - Blue Cross Blue Shield of Louisiana’s Disease Management programs are committed to improving the quality of care for You as well as decreasing health care costs in populations with a chronic disease. The nurse works with You to help You learn the self-care techniques You will need in order to manage Your chronic disease, establish realistic goals for life style modification, and improve adherence to Your Physician's prescribed treatment plan. Blue Cross and Blue Shield of Louisiana is dedicated to supporting the Physician's efforts in improving Your health status and well-being.

C. Case Management

1. You may qualify for Hospice, Home Health care or other Case Management services, at Our discretion, based on various criteria, including diagnosis, severity, length of illness, and proposed or rendered treatment. The program seeks to identify candidates as early as possible and to work with patients, their Physicians and families, and other community resources to assess treatment alternatives and available Benefits.

2. The role of Case Management is to service You by assessing, facilitating, planning and advocating for health needs on an individual basis. The client population who benefits from Case Management is broad and consists of several groups, including those in an acute phase of illness or those with a chronic condition.

3. Our determination that Your particular medical condition renders You a suitable candidate for Case Management services will not obligate Us to make the same or similar determination for any other covered person. The provision of Case Management services to You will not entitle any other covered person to Case Management services or be construed as a waiver of Our right to administer and enforce this Contract in accordance with its express terms.

4. Unless expressly agreed upon by the Company, all terms and conditions of this Contract, including, but not limited to, maximum Benefit limitations and all other limitations and exclusions, will be and shall remain in full force and effect with respect to a Member who is receiving Case Management services.
5. Your Case Management services will be terminated upon any of the following occurrences:
   a. We determine in Our sole discretion that You are no longer a suitable candidate for the Case Management services or that the Case Management services are no longer necessary.
   b. The short and long-term goals established in the Case Management plan have been achieved, or the Member elects not to participate in the Case Management plan.

D. Alternative Benefits

1. The Member may qualify for Alternative Benefits, at the Company's discretion, based on various criteria, including diagnosis, severity, length of illness, and proposed or rendered treatment. The program seeks to identify candidates as early as possible and to work with patients, their Physicians and families, and other community resources to assess treatment alternatives and available Benefits when it is determined to be beneficial to the Member and to the Company.

2. The Company's determination that a particular Member's medical condition renders the Member a suitable candidate for Alternative Benefits will not obligate the Company to make the same or similar determination for any other Member; nor will the provision of Alternative Benefits to a Member entitle any other Member to Alternative Benefits or be construed as a waiver of the Company's right to administer and enforce this Contract in accordance with its express terms.

3. Unless expressly agreed upon by the Company, all terms and conditions of this Contract, including, but not limited to, maximum Benefit limitations and all other limitations and exclusions, will be and shall remain in full force and effect if a Member is receiving Alternative Benefits.

4. Alternative Benefits provided under the Article are provided in lieu of the Benefits to which the Member is entitled under this Contract and accrue to the maximum Benefit limitations under this Contract.

5. The Member's Alternative Benefits will be terminated upon any of the following occurrences:
   a. We determine, in Our sole discretion, that the Member is no longer a suitable candidate for the Alternative Benefits or that the Alternative Benefits are no longer necessary.
   b. The Member receives care, treatment, services, or supplies for the medical condition that are excluded under this Contract, and that are not specified as Alternative Benefits approved by Us.
ARTICLE XIV. LIMITATIONS AND EXCLUSIONS

A. Services, supplies and treatment for services that are not covered under this Contract and complications from services, supplies and treatment for services that are not covered under this Contract are excluded.

B. Any of the limitations and exclusions listed in this Contract may be deleted or revised as shown in the Schedule of Benefits. Unless otherwise shown as covered in the Schedule of Benefits, or elsewhere in this policy, the following are not covered, REGARDLESS OF CLAIM OF MEDICAL NECESSITY:

1. Services or supplies for or in connection with or related to the following except as may be required by law:
   a. Physician office visits or Urgent Care Centers, except as specifically provided under the Preventive or Wellness Care section, the Outpatient Rehabilitative Care Benefits section (if covered), or as specifically listed as covered in this policy.
   b. Any Durable Medical Equipment, disposable medical equipment, items and supplies, except as specifically listed as covered in this Contract. Portable defibrillators are not covered. Implantable defibrillators and wearable defibrillators are covered when Authorized by Us.
   c. Orthotic Devices.
   d. Prosthetic Appliances and Devices, except for as specifically provided in this Contract.
   e. Private Duty Nursing Services.
   f. Physical Therapy, except that provided by a Hospital employee to an Inpatient, or unless Rehabilitation Services are shown as covered in the Schedule of Benefits.
   g. Outpatient Physical Therapy, Occupational Therapy and Speech Therapy unless shown as covered on Schedule of Benefits.
   h. Emergency room visits unless:
      For any reason other than the following:
      (1) services are rendered as a result of a covered Accidental Injury (traumatic bodily injury caused solely by accidental means and from an external force), the emergency room treatment is rendered within 72 hours of the covered accident, and the Claim is submitted with an accident diagnosis; or
      (2) the Member is admitted to the Hospital as an Inpatient. (Time spent while under Observation is not considered an Inpatient Admission and is not billed by the Hospital as an Inpatient Admission.)
   i. Prescription Drugs, except as shown on the Schedule of Benefits.

2. Hospital, medical or surgical services rendered for Pregnancy Care. Ectopic Pregnancy and miscarriages are not considered Pregnancy Care and are covered under the Hospital Benefits and Medical and Surgical Benefits Articles.

3. Services, treatments, procedures, equipment, drugs, devices, items or supplies that are not Medically Necessary. The fact that a Physician or other Provider prescribes, orders, recommends or approves a service or supply, or that a court orders a service or supply to be rendered, does not make it Medically Necessary.

4. Any charges exceeding the Allowable Charge.

5. Incremental nursing charges which are in addition to the Hospital’s standard charge for Bed, Board and General Nursing Service; charges for luxury accommodations or any accommodations in any Hospital or Allied Health Facility provided primarily for the patient’s convenience; or Bed, Board and General Nursing Service in any other room at the same time Benefits are provided for use of a Special Care Unit.
6. Services, Surgery, supplies, treatment or expenses:
   a. other than those specifically listed as covered by this Contract or for which a Member has no obligation to pay, or for which no charge or a lesser charge would be made if a Member had no health insurance coverage. Benefits are available when Covered Services are rendered at medical facilities owned and operated by the State of Louisiana or any of its political subdivisions.

   b. rendered or furnished before the Member’s Effective Date or after the Member’s termination date or after the Member’s coverage terminates, except as follows: Medical Benefits in connection with an Inpatient Hospital Admission will be provided for an Admission in progress on the date a Member’s coverage under this Contract ends, until the end of that Admission, or until a Member has reached any Benefit limitations set in this Contract, whichever occurs first;

   c. which are performed by or upon the direction of a Provider, Physician or Allied Health Professional acting outside the scope of his license.

   d. to the extent payment has been made or is available under any other contract issued by Blue Cross and Blue Shield of Louisiana or any Blue Cross or Blue Shield Company, or to the extent provided for under any other contract, except as allowed by law, and except for limited benefit policies;

   e. which are Investigational in nature, except as specifically provided in this Contract. Investigational determinations are made in accordance with Our policies and procedures for such determinations which are on file with the Louisiana Department of Insurance;

   f. rendered as a result of occupational disease or injury compensable under any Workers’ Compensation Law subject to the provisions of La. R.S. 23:1205(C);

   g. received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or Group; or

   h. rendered by a Provider who is the Member’s spouse, child, stepchild, parent, stepparent or grandparent.

7. Services in the following categories:
   a. those for diseases contracted or injuries sustained as a result of war, declared or undeclared, or any act of war;

   b. those for injuries or illnesses found by the Secretary of Veterans’ Affairs to have been incurred in or aggravated during the performance of service in the uniformed services;

   c. those occurring as a result of taking part in a riot or acts of civil disobedience;

   d. those occurring as a result of a Member’s commission or attempted commission of a felony. This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. Benefits are available to the Member for illness or bodily injury due to an act of domestic violence or a medical condition (including both physical and Mental Health conditions) or in case of emergency care, the initial medical screening examination, treatment and stabilization of an emergency condition; or

   e. for treatment of any Member confined in a prison, jail, or other penal institution.
8. Services, Surgery, supplies, treatment, or expenses in connection with or related to, or complications from the following REGARDLESS OF CLAIM OF MEDICAL NECESSITY:

   a. rhinoplasty;

   b. blepharoplasty services identified by CPT codes 15820, 15821, 15822, 15823; brow ptosis identified by CPT code 67900; or any revised or equivalent codes;

   c. gynecomastia;

   d. breast enlargement or reduction, except for breast reconstructive services as specifically provided in this Contract;

   e. implantation, removal and/or re-implantation of breast implants and services, illnesses, conditions, complications and/or treatment in relation to or as a result of breast implants;

   f. implantation, removal and/or re-implantation of penile prosthesis and services, illnesses, conditions, complications and/or treatment in relation to or as a result of penile prosthesis;

   g. diastasis recti;

   h. biofeedback;

   i. lifestyle/habit changing clinics and/or programs; except services required to be covered by law;

   j. treatment related to sex transformations, sexual function, sexual dysfunctions or inadequacies;

   k. industrial testing or self-help programs (including, but not limited to, smoking cessation programs and supplies, and stress management programs), work hardening programs and/or functional capacity evaluation; driving evaluations; except services required to be covered by law;

   l. recreational therapy;

   m. pain rehabilitation or pain control programs;

   n. idiopathic short stature; and/or

   o. primarily to enhance athletic abilities.

9. Services, Surgery, supplies, treatment or expenses related to:

   a. routine eye exams, eyeglasses or contact lenses or exams (except for the initial pair and fitting of eyeglasses or contact lenses required following cataract Surgery), unless shown as covered in the Schedule of Benefits;

   b. eye exercises, visual training, or orthoptics;

   c. hearing aids or for examinations for the prescribing or fitting of hearing aids, except as specified in this Contract;

   d. hair pieces, wigs, hair growth, and/or hair implants;

   e. the correction refractive errors of the eye, including, but not limited to, radial keratotomy and laser Surgery; or

   f. visual therapy.
10. Services, Surgery, supplies, treatment or expenses related to:
   a. any costs of donating an organ or tissue for transplant when a Member is a donor except as provided in this Contract;
   b. transplant procedures for any human organ or tissue transplant not specifically listed as covered. Related services or supplies include administration of high-dose chemotherapy to support transplant procedures;
   c. the transplant of any non-human organ or tissue; or
   d. bone marrow transplants and stem cell rescue (autologous and allogeneic) are not covered, except as provided in this Contract.

11. Regardless of Medical Necessity services, Surgery, supplies, treatment or expenses related to:
   a. weight reduction programs;
   b. removal of excess fat or skin, regardless of Medical Necessity, or services at a health spa or similar facility; or
   c. obesity or morbid obesity, regardless of Medical Necessity.

12. Food or food supplements, formulas and medical foods, including those used for gastric tube feedings. This exclusion does not apply to Low Protein Food Products as described in this Contract.

13. Services or supplies for the treatment of eating disorders, unless otherwise required by law.

14. Prescription Drugs, other than those administered during a covered Inpatient Hospital stay or found in the Cancer Drug Benefits section approved for self-administration (e.g., oral or self-injectable drugs), REGARDLESS OF ANY CLAIM OF MEDICAL NECESSITY.

15. Sales tax or interest.

16. Personal comfort, personal hygiene and convenience items including, but not limited to, air conditioners, humidifiers, personal fitness equipment, or alterations to a Member’s home or vehicle.

17. Office-based Telemedicine services including the delivery of health care, diagnosis, consultation, or treatment of a Member by a Non-Network Provider. Telephone conversation or an electronic mail message between a Physician or Nurse Practitioner in Our Network and a Member are not Covered Services.

18. Charges for failure to keep a scheduled visit, completion of a Claim form, to obtain medical records or information required to adjudicate a Claim, or for access to or enrollment in or with any Provider.

19. Routine foot care; palliative or cosmetic care or treatment; treatment of flat feet. Except for persons who have been diagnosed with diabetes; cutting or removal of corns and calluses, nail trimming or debriding, or supportive devices of the foot.

20. Any abortion.

21. Services or supplies related to the diagnosis and treatment of Infertility including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment. Even if fertile, these procedures are not available for Benefits.
22. Services, Surgery, supplies, treatment, or expenses of a covered Member related to:
   a. Genetic testing, unless the results are specifically required for a medical treatment decision on the Member or as required by law;
   b. Pre-implantation genetic diagnosis;
   c. Preconception carrier screening; and
   d. Prenatal carrier screening.

23. Services, supplies or treatment related to artificial means of Pregnancy including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment.

24. Acupuncture, anesthesia by hypnosis or charges for anesthesia for non-Covered Services.

25. Cosmetic Surgery, procedures, services, supplies or treatment for cosmetic purposes, unless required for Congenital Anomaly or Mastectomy. Complications resulting from any of these or any other non-covered items are excluded.

26. Dental Care and Treatment and dental appliances except as specifically provided in this Contract under Oral Surgery Benefits. This exclusion does not apply to Cleft Lip and Cleft Palate Services.

27. Diagnosis, treatment, or Surgery of dentofacial anomalies including, but not limited to, malocclusion, Temporomandibular/Craniomandibular Joint (TMJ) Disorder, hyperplasia or hypoplasia of the mandible and/or maxilla, and any orthognathic condition. This exclusion does not apply to Cleft Lip and Cleft Palate Services.

28. Medical exams and/or diagnostic tests for routine or periodic physical examinations, screening examinations and immunizations, including occupational, recreational, camp or school required examinations, except as specifically provided in this Contract.

29. Travel, whether or not recommended by a Physician, and/or Ambulance Services, except as specifically provided in this Contract.

30. Education services and supplies including training or re-training for a vocation, except as specifically provided in this Contract for diabetes; diagnosis, testing or treatment for remedial reading and learning disabilities, including dyslexia.

31. Admission to a Hospital primarily for Diagnostic Services, which could have been provided safely and adequately in some other setting, e.g., Outpatient department of a Hospital or Physician’s office.

32. Custodial Care, nursing home or custodial home care, regardless of the level of care required or provided.

33. Services or supplies for Preventive or Wellness Care and/or Well Baby Care, except as specifically provided in this Contract.

34. Hospital charges for a well newborn.

35. Services or supplies for the treatment of Mental Health or Substance Abuse. Behavioral health services for any and all diagnoses, except as specifically provided in this Contract.

36. Counseling services such as career counseling, marriage counseling, divorce counseling, parental counseling and job counseling.

37. Any incidental procedure, unbundled procedure, or mutually exclusive procedure, except as described in this Contract.
38. Medical and surgical treatment for snoring in the absence of obstructive sleep apnea, including laser-assisted uvulopalatoplasty (LAUP).

39. Paternity tests and tests performed for legal purposes.

40. Reversal of a voluntary sterilization procedure.

41. Observation hours billed when a Hospital does not formally admit the Patient.

42. Services or supplies for the prophylactic storage of cord blood.

43. Sleep Studies.

44. Applied Behavior Analysis.

ARTICLE XV. GENERAL PROVISIONS

A. This Contract

1. This Contract, including the Application for Coverage expressing the entire money and other consideration therefore, the Schedule of Benefits, and any amendments or endorsements, constitutes the entire contract between the parties.

2. This Contract is guaranteed renewable at the Subscriber’s option. Subscriber indicates his desire to continue coverage by his timely payment of each premium as it becomes due. We shall renew or continue coverage under this Contract on a month-to-month basis, at Your option.

3. The Company reserves the right to enter into any contractual agreements with subcontractors, health care providers, or other third parties relative to this Contract. Any function to be performed by the Company under this Contract may be performed by the Company or any of its subsidiaries, affiliates, subcontractors, or designees.

4. Our liability is limited to the Benefits specified in this Contract. Benefits for Covered Services specified in this Contract will be provided only for services and supplies rendered on and after Your Effective Date by a Provider specified in this Contract and regularly included in such Provider’s charges.

5. The Company and the Exchange shall not discriminate on the basis of race, religion, color, national origin, disability, sex, gender identity, sexual orientation, age, protected veteran or disabled status or genetic information; and shall not impose eligibility rules or variations in premium based on a Member’s health status or a health status-related factor.

6. Continuity of health care services.

   a. Upon the termination of a contractual agreement with a Provider, notification of the removal of the Blue Cross and Blue Cross Blue Shield of Louisiana PPO Provider Network will be given by Us to any Member who has begun a course of treatment by the Provider.

   b. A Member has the right to continuity of care applicable to the following provisions and subject to consent of the treating Provider:

      (1) In the event the Member has been diagnosed as being in a high-risk pregnancy or is past the twenty-fourth (24th) week of pregnancy, the Member shall be allowed to continue receiving Covered Services through delivery and postpartum care related to the pregnancy and delivery.
(2) In the event the Member has been diagnosed with a Life-Threatening Illness, the Member shall be allowed to continue receiving Covered Services until the course of treatment is completed, not to exceed three (3) months from the effective date of termination of the Provider’s contractual agreement.

c. The provisions of continuity of care shall not be applicable if any one of the following occurs:

(1) The reason for termination of a Provider’s contractual agreement is a result of documented reasons relative to quality of care, or the suspension, revocation or applicable restriction of the license to practice in Louisiana by the Louisiana State Board of Medical Examiners.

(2) The Member voluntarily chooses to change Providers.

(3) The Member relocates to a location outside of the geographic service area of the Provider or the Blue Cross and Blue Cross Blue Shield of Louisiana PPO Provider Network.

(4) The Member’s chronic condition only requires routine monitoring and is not in an acute phase of the condition.

B. Identification Cards

We will issue an identification card to You. You must present Your identification card whenever Covered Services are rendered. Identification cards are not transferable. Unauthorized use of the identification card by any person can result in termination of Your coverage. The identification card serves only to identify the covered Member and confers no right to Covered Services or Benefits. To be entitled to Covered Services or Benefits an identification cardholder must, in fact, be a Member on whose behalf all applicable premiums have actually been paid. A Member must carry the identification card with them at all times to assure prompt receipt of Covered Services. If a card is lost or stolen, please notify Us immediately.

C. Non-Responsibility for Acts of Providers

We will not be liable for or on account of any fault, act, omission, negligence, misfeasance, malfeasance or malpractice on the part of any Hospital or other institution, or any agent or employee thereof, or on the part of any Physician, Allied Provider, nurse, technician or other person participating in or having to do with Your care or treatment.

D. Contract Changes

Subject to applicable laws, no agent may change this Contract other than by amendment or endorsement issued by Us to form a part of this Contract. This amendment or endorsement must be signed by one of Our executive officers or his delegate. No representation of any agent of the Plan at any time shall change the terms of this Contract. Changes will be effective upon renewal of the Contract and preceded by not less than sixty (60) day notice to You.

E. Due Date for Premium Payments

1. Premiums are due and payable from Subscriber in advance, prior to the coverage being rendered. Premiums are due and payable beginning on the Effective Date of the first Policy Year of this Contract and on the same date each month thereafter. This is the premium due date. This policy is renewable on a monthly basis by the timely payment of each premium as it becomes due.

2. Premiums are owed by Subscriber. Premiums may not be paid by third parties unless related to the Subscriber by blood or marriage. Premiums may not be paid by Hospitals, Pharmacies, Physicians, automobile insurance carriers, or other insurance carriers. Company will not accept premium payments by third parties unless required by law to do so. The fact that We may have previously accepted a premium from an unrelated third party does not mean that We will accept premiums from these parties in the future.
3. If a premium is not paid when due, We may agree to accept a late premium. We are not required to accept a late premium. The fact that We may have previously accepted a late premium does not mean We will accept late a premium in the future. You may not rely on the fact that We may have previously accepted a late premium as indication that We will do so in the future.

4. Premiums must be paid in U.S. dollars. Policyholder will be assessed a twenty-five dollar ($25.00) NSF fee should its premium be paid with a check that is returned by the bank due to insufficient funds. If multiple payments are returned by the bank, Company may at its sole discretion refuse to reinstate coverage.

F. Change in Premium Amount

1. If Your age was misstated, any amount payable or any indemnity accruing under this Contract shall be such as the premium paid would have purchased at the correct age. If because of a misstatement of age this Contract was issued at an age or was continued or renewed beyond an age at which it would not have been issued, continued or renewed, under Our underwriting rules in effect at the date of issue, the amount payable hereunder on account of loss occurring after such age, shall be limited to a return of the premiums paid thereafter. A clerical error will not void insurance which should be in force nor will it continue insurance which should have ended.

2. We reserve the right to increase the premiums for this Contract after the first Policy Year (twelve (12) months of coverage) and every six (6) months thereafter, except when premiums may increase more frequently as described in the following paragraph. Except as provided in the following paragraph, We will give forty-five (45) days written notice to You of a premium change, at Your last address shown in Our records. Any increase in premium will become effective on the date specified in the notice. Continued payment of premium will constitute acceptance of the change.

3. We reserve the right to increase premiums more often than stated above due to a change in the extent or nature of the risk that was not previously considered in the rate determination process at any time during the life of the Contract. This risk includes, but is not limited to, the addition of a newly covered person. Additionally, We reserve the right to increase the premium if You request a change in policy Benefits from that which was in force at the time of the last rate determination. Such increase in premium will become effective on the next billing date following the effective date of the change to the risk. Continued payment of premium will constitute acceptance of the change.

G. Subscriber's Right to Cancel This Contract

1. Subscriber may cancel this Contract for any reason.

2. To cancel the policy, Subscriber must give Company WRITTEN NOTICE of his intent to cancel. Written notice should be sent to the Company at the home office, attention “Individual Membership and Billing”:

   Blue Cross and Blue Shield of Louisiana
   Attention: Individual Membership and Billing
   P. O. Box 98029
   Baton Rouge, LA 70898-9029

3. SUBSCRIBER MAY NOT VERBALLY CANCEL THIS COVERAGE. SUBSCRIBER’S WRITTEN NOTICE OF CANCELLATION MUST BE GIVEN TO COMPANY PRIOR TO OR ON THE EFFECTIVE DATE OF THE CANCELLATION AND MUST BE ACCOMPANIED BY RETURN OF THE INSURANCE POLICY. If Subscriber’s written notice to Company of his intent to cancel is not accompanied by the surrendered policy, Subscriber’s cancellation notice to Company shall be deemed to include Subscriber’s declaration that the Subscriber made a good faith attempt to locate his policy and the policy is not being returned because it has been lost or destroyed.
H. Company’s Right to Terminate This Contract for Nonpayment of Premium

Premiums are to be prepaid before coverage is rendered. The Subscriber is considered delinquent if premiums are not paid on the due date.

The Company offers a thirty (30) day grace period (delinquency period) from the due date of the premium. If We receive the premium during the grace period, coverage remains in effect during the grace period pursuant to the provisions of the policy. If We do not receive the premium during the grace period, We will mail a delinquency/lapse notice to the Subscriber’s address of record. We may also mail a termination notice to the Subscriber’s address of record, We may automatically terminate the policy without further notice to the Subscriber if We do not receive Subscriber’s premium at Our home office within thirty (30) days of the due date (during the grace period). If We terminate this Contract for nonpayment of premium, termination will be effective midnight of the last day for which premiums have been paid. The Company will not be liable for any Benefits for services rendered following the last date through which premiums have been paid.

I. Company’s Right to Rescind Coverage, Terminate or Non-Renew the Contract for Reasons Other Than Nonpayment of Premium

1. Company may choose to rescind coverage, terminate or non-renew this Contract if any one of the following occurs:
   a. Subscriber or a covered Member performs an act or practice that constitutes fraud, or makes an intentional misrepresentation of material fact under the terms of this Contract. The issuance of this Contract is conditioned on the representations and statements contained on the application, a copy of which is attached to and made a part of this Contract. All representations made on the application are material to the issuance of this Contract. Any information provided on the application, or intentionally omitted therefrom, as to any proposed Subscriber or covered Member shall constitute an intentional misrepresentation of material fact. If you enroll someone that is not eligible for coverage, it will be considered an act of fraud or intentional misrepresentation of material fact.
   b. Subscriber fails to comply with a material plan provision or obligation under this Contract, including, but not limited to provisions relating to eligibility.
   c. In the case of network plans, You no longer live, reside, or work in Our service area in or in the service area for which We are authorized to do business.
   d. Company ceases to offer this product or coverage in the market.

2. If Company decides to rescind this coverage because of a. above, Company will give Subscriber thirty (30) days advance written notice by certified mail and will include the reason for rescission. Rescission would be retroactive to the Effective Date of coverage.

3. If Company decides to terminate or not renew this coverage because of a, b or c, Company will give Subscriber sixty (60) days advance written notice by certified mail and will include the reason for termination or non-renewal. The effective date of the termination or non-renewal will be provided in the notice.

4. If Company decides to terminate or not renew this coverage because of d, Company will give Subscriber written notice by regular mail ninety (90) days in advance of the termination or non-renewal. The effective date of the termination or non-renewal will be provided in the notice.
J. Termination of a Member’s Coverage

1. All coverage will end at the end of the period for which premiums have been paid. No Benefits are available to You for Covered Services rendered after the date of termination of Your coverage. However, if You or Your Dependent is an Inpatient in a Hospital on the date of termination, medical Benefits in connection with the Admission for that patient will terminate at the end of that Admission or upon reaching any Benefit limitations set in this Contract, whichever occurs first.

2. Coverage for Subscriber’s spouse terminates automatically, without notice, at the end of the period for which premiums have been paid, when a final decree of divorce or other legal termination of marriage is rendered.

3. Coverage for Dependents terminates automatically, without notice, at the end of the year the Dependent ceases to be an eligible Dependent, unless it is specifically otherwise stated in this Contract or as provided by law. Premiums are required to be paid in order to retain coverage until the Dependent ceases to be eligible.

4. Upon the death of the Subscriber, all coverage on this Contract ends for all covered persons on the Contract. Termination is automatic and without notice. Termination is effective at the end of the billing period in which the Subscriber’s death occurred, if premiums have been paid through that billing cycle.

5. In the event of circumstances stated in paragraphs 2, 3, or 4 above, the spouse or other covered Dependents may elect to continue coverage. The Member must notify Us of his desire to continue coverage. Notification must be received by a Blue Cross and Blue Shield of Louisiana or HMO Louisiana, Inc. office within thirty (30) days after the date of termination. If notification is received within thirty (30) days of the termination, the Member’s coverage will continue and the Member will not be subject to evidence of insurability.

6. In the event that You move outside Our Service Area with the intent to relocate or establish a new residence outside Our Service Area, Your coverage will be terminated.

7. We reserve the right to automatically change the class of coverage on this Contract to reflect the membership on the Contract.

K. Filing of Claims

A Claim is a written or electronic proof of charges for Covered Services that You have incurred where You were covered under this Contract. We encourage Providers to file Claims in a form acceptable to Us, is filed with Us within ninety (90) days from the date services are rendered, but no later than fifteen (15) months after the date of service. Benefits will be denied for Claims filed any later than fifteen (15) months from the date of service. Contract provisions in effect at the time the service or treatment is received shall govern the processing of any Claim filed or expense actually incurred as a result of the service or treatment rendered.

We will, upon receipt of a notice of Claim, furnish to You such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, You will be deemed to have complied with the requirements of this Contract as to proof of loss upon submitting, within the time fixed in this Contract for filing proofs of loss, any affirmative written proof covering the occurrence, the character and the extent of the loss for which the Claim is made.

L. Applicable Law

This Contract will be governed and construed in accordance with the laws and regulations of the State of Louisiana except when preempted by federal law. This Contract is not subject to regulation by any state other than the State of Louisiana. If any provision of this Contract is in conflict any applicable with the statutes of the State of Louisiana, the provision is automatically amended to meet the minimum requirements of the statute.
M. Time Limit for Legal Action

No lawsuit may be filed:

1. any earlier than the first sixty (60) days after notice of Claim has been given; or

2. any later than fifteen (15) months after the date services are rendered.

N. Release of Information

We may request that the Member or the Provider furnish certain information relating to the Member’s Claim for Benefits. We will hold such information, records, or copies of records as confidential except where in Our discretion the same should be disclosed.

O. Assignment

1. Your rights and Benefits payable under this Contract are personal to You and may not be assigned in whole or in part by You. We will recognize assignments of Benefits to Hospitals if both this Contract and the Provider are subject to La. R.S. 40:2010. If both this Contract and the Provider are not subject to La. R.S. 40:2010, We will not recognize assignments or attempted assignments of Benefits. Nothing contained in the written description of health coverage shall be construed to make the health plan or Us liable to any third party to whom You may be liable for the cost of medical care, treatment, or services.

2. We reserve the right to pay PPO Providers and Hospitals, and Providers and Hospitals in Our Participating Provider Network directly instead of paying You.

P. Member/Provider Relationship

1. The choice of a Provider is solely Yours.

2. We and all network Providers are to each other independent contractors, and will not be considered to be agents, representatives, or employees of each other for any purpose whatsoever. Blue Cross and Blue Shield of Louisiana does not render Covered Services but only makes payment for Covered Services You receive. We are not liable for any act or omission of any Provider, or 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 network Provider or in any network Provider’s facilities. We have no responsibility for a Provider’s failure or refusal to render Covered Services to You.

3. The use or non-use of an adjective such as Network, Participating, and Non-Participating in referring to any Provider is not a statement as to the ability of the Provider.

Q. Subrogation

1. To the extent that Benefits for Covered Services are provided or paid under this Contract, We will be subrogated and will succeed to Your right for the recovery of the amount paid under this Contract against any person, organization or other carrier even where such carrier provides Benefits directly to a Member who is its insured. The acceptance of such Benefits hereunder will constitute such subrogation. Our right to recover shall be subordinate to Your right to be “made whole.” We will be responsible for Our proportionate share of the reasonable attorney fees and costs actually incurred by You in pursuing recovery.

2. You will reimburse Us all amounts recovered by suit, settlement, or otherwise from any person, organization or other carrier, even where such carrier provides Benefits directly to a Member who is its insured, to the extent of the Benefits provided or paid under this Contract. Our right to reimbursement shall be subordinate to Your right to be “made whole.” We agree that We will be responsible for Our proportionate share of the reasonable attorney fees and costs actually paid by You in pursuing recovery.
3. You will take such action, furnish such information and assistance, and execute such papers as We may require to facilitate enforcement of Our rights, and will take no action prejudicing Our rights and interest under this Contract. We and Our designees have the right to obtain and review Your medical and billing records, if We determine in Our sole discretion, that such records would be helpful in pursuing Our right of subrogation and/or reimbursement. Nothing contained in this provision will be deemed to change, modify or vary the terms of the Coordination of Benefits section of this Contract.

4. You are required to notify Us of any Accidental Injury.

R. Right of Recovery

Whenever any payment for Covered Services has been made by Us in an amount that exceeds the maximum Benefits available for such services under this Contract or exceeds the Allowable Charge, or whenever payment has been made in error by Us for non-Covered Services, We will have the right to recover such payment from You or, if applicable, the Provider. As an alternative, We reserve the right to deduct from any pending Claim for payment under this Contract any amounts We are owed by You or the Provider.

S. Coverage in a Department of Veterans Affairs or Military Hospital

In any case in which a veteran is furnished care or services by the Department of Veterans Affairs for a non-service-connected disability, the United States will have the right to recover or collect the reasonable cost of such care or services from Us to the extent the veteran would be eligible for Benefits for such care or services from Us if the care or services had not been furnished by a department or agency of the United States. The amount that the United States may recover will be reduced by the appropriate Deductible Amount and Coinsurance amount.

The United States will have the right to collect from Us the reasonable cost of health care services incurred by the United States on behalf of a military retiree or a military Dependent through a facility of the United States military to the extent that the retiree or Dependent would be eligible to receive reimbursement or indemnification from Us if the retiree or Dependent were to incur such cost on his own behalf. The amount that the United States may recover will be reduced by the appropriate Deductible Amount and Coinsurance amount.

T. Proxy Votes

Election of Our Board of Directors and certain significant corporate transactions are determined by a majority vote of Our policyholders, unless a different vote is required by law or Our Articles of Incorporation or Bylaws. A policyholder designates, by means of the application for coverage, the members of Our Board of Directors as his proxy to vote on these important matters. Payment of each premium extends the proxy's effectiveness unless revoked by the policyholder. This proxy may be revoked by the policyholder by giving written notice of the revocation. This revocation may be in any form of writing either revoking the proxy or designating a different proxy and must be sent to Us at P.O. Box 98029, Baton Rouge, Louisiana 70898-9029. In lieu of giving his proxy on the application of coverage, the policyholder may designate any other policyholder as his proxy by any form of writing which includes the policyholder's name and policy number, sent to Us as indicated above. Notice of meetings to the proxy constitutes notice to the policyholders giving their proxies. Further, notice is hereby given that Our annual meeting is held on the third Tuesday in February or on the next business day following, if a legal holiday. However, additional notice of meetings will be sent to any policyholder or his proxy upon his written request for such notice directed to Our secretary.

U. Extension of Time Limitations

If any limitation for:

1. giving notice of Claim; or

2. bringing any action on this Contract, is less than that allowed by the state, district or territory where You reside at the time this Contract is issued, the limitation is extended to comply with the law.
V. Dual Coverage and Coordination of Benefits (COB)

If a Member has this coverage in addition to other individual or group health coverage, We may coordinate benefits between this Contract and the other coverage, as allowed by law. Company, in its sole discretion, and as allowed by law, may terminate excess policies and return to the insured all premiums paid for any excess policies.

If a Member has this coverage in addition to Medicare, We will coordinate benefits between this Contract and Medicare, as allowed by law.

When a Member has this coverage in addition to other group health coverage, Benefits under this Contract will be determined on a secondary basis after the group coverage. Whenever coordination of Benefits applies between this Contract and any other coverage, Benefits under this Contract will be reduced so that no more than the full amount of the Allowable Charge is paid under all coverages for the same Claim or service.

If a Member has stand-alone coverage for dental or vision Benefits besides the Benefits provided for under this Contract, the Benefits offered under the stand-alone coverage will be determined first. In no event shall the combined payment under multiple policies, including federal or state government plans, exceed one hundred percent of the Allowable Charge for the provided health care service.

1. Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. Blue Cross and Blue Shield of Louisiana has the right to decide which facts it needs. It may get the needed facts from or give them to any other organization or person. Blue Cross and Blue Shield of Louisiana need not tell, or get the consent of, any person to do this. Each person claiming Benefits under this Contract must give Blue Cross and Blue Shield of Louisiana any facts it needs to pay the Claim.

2. Facility of Payment

A payment made under another plan may include an amount, which should have been paid under this Contract. Blue Cross and Blue Shield of Louisiana may pay that amount to the organization which made that payment. That amount will then be treated as though it were a Benefit paid under this Contract. To the extent such payments are made, they discharge Blue Cross and Blue Shield of Louisiana from further liability. The term "payment made" includes providing Benefits in the form of services, in which case the payment made will be deemed to be the reasonable cash value of any Benefits provided in the form of services.

W. Misstatements or Clerical Error

If Your true age has not been given, We will adjust the premium or the amount of Benefits as follows:

1. if the premium is based on age, You must pay the premium required for the Member's true age; and

2. if the amount of Benefits is based on age, You will have the full amount of Benefits the true age calls for. In this case, You must pay Us the correct premium for Your true age.

A clerical error will not void insurance which should be in force, nor will it continue insurance which should have ended. When an error is found, We will make a fair adjustment in the premium.
X. Liability of Plan Affiliates

You expressly acknowledge Your understanding that this Contract constitutes a Contract solely between You and Blue Cross and Blue Shield of Louisiana (the “Plan”), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the “Association”), permitting the Plan to use the Blue Cross and Blue Shield Service Marks in the State of Louisiana, and that the Plan is not contracting as the agent of the Association. You further acknowledge and agree that You have not entered into this Contract based upon representations by any person other than the Plan and that no person, entity, or organization other than the Plan shall be held accountable or liable to You for any of the Plan’s obligations to You created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of the Plan other than those obligations created under other provisions of this Contract.

Y. Out-of-Area Services

The Company has a variety of relationships with other Blue Licensees referred to generally as “Inter-Plan Programs.” Whenever You obtain healthcare services outside of Our service area, the Claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard Program and may include negotiated National Account arrangements available between Us and other Blue Licensees.

Typically, when accessing care outside Our 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. Our payment practices in both instances are described below.

1. BlueCard® Program

Under the BlueCard Program, when You access covered healthcare services within the geographic area served by a Host Blue, We will remain responsible for fulfilling Our contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating healthcare Providers.

Whenever You access covered healthcare services outside Our service area and the Claim is processed through the BlueCard Program, the amount You pay for covered healthcare services from Participating Providers 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 Us.

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 We use for Your Claim because they will not be applied retroactively to Claims already paid.

2. Negotiated (non-BlueCard Program) National Account Arrangements

As an alternative to the BlueCard Program, Your Claims for covered healthcare services may be processed through a negotiated National Account arrangement with a Host Blue.

The amount You pay for covered healthcare services under this arrangement will be calculated based on the lower of either billed covered charges or negotiated price made available to Us by the Host Blue.
3. Non-Participating Healthcare Providers Outside Our Service Area

When covered healthcare services are provided outside of Our service area by Non-Participating healthcare Providers, the amount You pay for such services is described below.

a. Member Liability Calculation

When covered healthcare services are provided outside of the Company's service area by Non-Participating healthcare Providers, the amount(s) a Member pays for such services will generally be based on either the Host Blue’s Non-Participating healthcare Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the Non-Participating healthcare Provider bills and the payment the Company will make for the Covered Services as set forth in this paragraph.

b. Exceptions

In some exception cases, the Company may pay Claims from Non-Participating healthcare Providers outside of the Company’s service area based on the provider’s billed charge, such as in situations where a Member did not have reasonable access to a Participating Provider, as determined by the Company in Our sole and absolute discretion or by applicable state law. In other exception cases, We may pay such a Claim based on the payment We would make if the Company were paying a Non-Participating Provider inside of Our service area, as described elsewhere in this Contract, where the Host Blue’s corresponding payment would be more than the Company’s in-service area Non-Participating Provider payment, or in Our sole and absolute discretion, We may negotiate a payment with such a Provider on an exception basis. In any of these exception situations, the Member may be responsible for the difference between the amount that the Non-Participating healthcare Provider bills and payment the Company will make for the Covered Services as set forth in this paragraph.

Z. HIPAA Certificates of Creditable Coverage

We will issue a certificate of Creditable Coverage or similar document to an individual, if requested within twenty-four (24) months after coverage under this Contract ceases.

AA. This Contract and Medicare

Covered Benefits will not be reduced by any amounts paid or payable by Medicare. This Contract pays in addition to Medicare.
ARTICLE XVI. COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES

We want to know when a Member is unhappy about the care or services he receives from Blue Cross and Blue Shield of Louisiana or one of Our Providers. If a Member wants to register a Complaint or file a formal written Grievance about Us or a Provider, please refer to the procedures below.

A Member may be unhappy about decisions We make regarding Covered Services. We consider the Member's request to change Our coverage decision as an Appeal. We define an Appeal as a request from a Member or authorized representative to change a previous decision made by the Company about covered services. Examples of issues that qualify as Appeals include denied Authorizations, Claims based on Adverse Determinations of Medical Necessity, or Benefit determinations.

Your Appeal rights are outlined below, after the Complaint and Grievance procedures. In addition to the Appeals rights, the Member’s Provider is given an opportunity to speak with a Medical Director for an Informal Reconsideration of Our coverage decision when they concern Medical Necessity determinations.

We have an Expedited Appeals process for situations where the time frame of the standard Appeal would seriously jeopardize the life or health of a covered person or would jeopardize the covered person's ability to regain maximum function.

A. Complaint and Grievance Procedures

A Complaint is an oral expression of dissatisfaction with Us or with Provider services. A quality of care concern addresses the appropriateness of care given to the Member. A quality of service concern addresses Our services, access, availability or attitude and those of Our Network Providers.

1. To Register a Complaint

Members may call Our Customer Service Department at 1-800-599-2583 or 1-225-291-5370 to Register a Complaint. We will attempt to resolve the Member’s Complaint at the time of his call.

2. To File a Formal Grievance

A Grievance is a written expression of dissatisfaction with Us or with Provider services. If the Member does not feel his Complaint was adequately resolved or he wishes to file a formal Grievance, the Member must submit this in writing within 180 days of the event that led to the dissatisfaction. Our Customer Service Department will assist the Member if necessary.

The Member should send his written Grievance to:

Blue Cross and Blue Shield of Louisiana
Appeals and Grievance Unit
P. O. Box 98045
Baton Rouge, LA 70898-9045

A response will be mailed to the Member within thirty (30) business days after We receive the Member’s written Grievance.

3. Informal Reconsideration

An Informal Reconsideration is the Member Provider's telephone request to speak to Our Medical Director or a peer reviewer on the Member's behalf about a Utilization Management decision that We have made. An Informal Reconsideration is typically based on submission of additional information or a peer-to-peer discussion.

An Informal Reconsideration is available only for initial determinations that are requested within ten (10) days of the denial or Concurrent Review determinations. We will conduct an Informal Reconsideration within one (1) working day of the receipt of the request.
B. Appeal Procedures

Multiple requests to Appeal the same Claim, service, issue, or date of service will not be considered, at any level of review.

If a Member is not satisfied with Our denial of services, a written request to Appeal must be submitted within one hundred eighty (180) days following receipt of the initial adverse Benefit determination.

The Member is encouraged to submit written comments, documents, records, and other information relating to the Claim for Benefits. We will provide the Member, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his Claim for Benefits.

The Appeals procedure has two (2) levels, including review by a committee at the second level on an Administrative Appeal and a review by an external Independent Review Organization (IRO) on a Medical Appeal.

The Member may call Us if they have questions or need assistance putting their Appeal in writing, the Member may call Our Customer Service Department at 1-800-599-2583 or 1-225-291-5370. Providers will be notified of Appeal results only if the Provider filed the Appeal.

C. Appeal Process

We will distinguish a Member’s Appeal as either an Administrative Appeal or a Medical Appeal. The Member is encouraged to provide Us with all available information to help Us completely evaluate the Member’s Appeal.

The Member has the right to appoint an authorized representative to represent him in his Appeals. An authorized representative is a person to whom the Member has given written consent to represent him in an internal or external review of a denial. The authorized representative may be the Member’s treating Provider, if the Member appoints the Provider in writing.

1. Administrative Appeals

Administrative Appeals involve contractual issues other than Medical Necessity or Investigational denials and those denials that do not require medical judgment. Examples include a denial or partial denial (adverse Benefit determinations) based on the Benefit Plan limitations or exclusions and Rescissions of coverage. Administrative Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana
Appeals and Grievance Unit
P. O. Box 98045
Baton Rouge, LA 70898-9045

a. First Level Administrative Appeals

If the Member is not satisfied with Our denial of services, The Member, his authorized representative, or a Provider authorized to act on the Member’s behalf, must submit an initial written request to Appeal within one hundred eighty (180) days following receipt of an initial adverse Benefit determination. Requests submitted to Us after one hundred eighty (180) days of Our initial denial will not be considered.

We will investigate the Member’s concerns. If We change Our original decision at the Appeal level, We will process the Member’s Claim and notify the Member and all appropriate Providers, in writing, of the first level Appeal decision. If the Member’s Claim is denied on Appeal, We will notify the Member and all appropriate Providers, in writing, of Our decision within thirty (30) calendar days of the Member’s request, unless We mutually agree that an extension of the time is warranted. At that time, We will inform the Member of the right to begin the second level Appeal process.
b. Second Level Administrative Appeals

Not applicable to a Rescission of coverage Appeal, which follows the External Appeals track.

Within sixty (60) calendar days of the date of Our first level Appeal decision, a Member who is not satisfied with the decision may initiate, with assistance from the Customer Service Unit, if necessary, the second level of Appeal process. Requests submitted to Us after sixty (60) days of the denial will not be considered.

A Member Appeals Committee not involved in any previous denial will review all second level Appeals. The Committee’s decision is final and binding as to any administrative Appeal and will be mailed to the Member within five (5) days of the Committee meeting.

2. Medical Appeals

Medical Appeals involve a denial or partial denial based on Medical Necessity, appropriateness, health care setting, level of care, or effectiveness or is determined to be experimental or Investigational.

a. First Level Internal Medical Appeals

If the Member is not satisfied with Our denial of services, the Member, their authorized representative, or a Provider acting on their behalf, must submit a written request to Appeal within one hundred eighty (180) days following the Member’s receipt of an initial adverse Benefit determination. Medical Appeals should be submitted in writing to:

Blue Cross and Blue Shield of Louisiana
Medical Appeals
P. O. Box 98022
Baton Rouge, LA 70898-9022

Requests submitted to Us after one hundred eighty (180) days of the denial will not be considered. We will investigate Your concerns. All Medical Necessity Appeal denials will be reviewed by a Physician or other health care professional in the same or an appropriate specialty that typically manages the medical condition, procedure, or treatment under review. If Our initial denial is overturned on the Member’s Medical Necessity Appeal, We will process the Claim and will notify the Member and all appropriate Providers, in writing, of the internal Appeal decision. If Our initial denial is upheld, We will notify the Member and all appropriate Providers, in writing, of Our decision and advise the Member of their right to request an External Appeal. The decision will be mailed within thirty (30) days of the Member’s request, unless the Member, their authorized representative and We mutually agree that an extension of the time is warranted. At that time, We will inform the Member of their right to begin the External Appeal process if the Claim meets the criteria.

b. External Review or Rescission Appeals

If a Member still disagrees with the Appeals denial, the Member may request an independent External Appeal conducted by a non-affiliated Independent Review Organization (IRO), which will be randomly assigned by the Louisiana Department of Insurance. Within one hundred twenty (120) days of receipt of the initial Appeal decision, the Member should send his written request for an External Review to:

Blue Cross and Blue Shield of Louisiana
Medical Appeals
P. O. Box 98022
Baton Rouge, LA 70898-9022

Requests submitted to Us after one hundred twenty (120) days of receipt of the denial will not be considered. You are required to sign a form authorizing release of medical records for review by the IRO.
We will provide the IRO all pertinent information necessary to conduct the Appeal. The IRO decision will be considered a final and binding decision on both the Member and Us. The IRO review will be completed within forty-five (45) days of Our receipt of the request. The IRO will notify the Member or his authorized representative and his health care Providers of its decision.

You may contact the Commissioner of Insurance directly for assistance:

Commissioner of Insurance  
P. O. Box 94214  
Baton Rouge, LA 70804-9214  
1-225-342-5900 or 1-800-259-5300

c. Expedited Internal Medical Appeal

We provide an Expedited Internal Appeal process for review of an Adverse Determination involving a situation where the time frame of the standard Appeal would seriously jeopardize a Member's life, health or ability to regain maximum function. It includes a situation where, in the opinion of the treating physician, the Member may experience pain that cannot be adequately controlled while awaiting a standard internal Appeal decision. In these cases, We will make a decision no later than seventy-two (72) hours after the review commences.

An Expedited Appeal is a request concerning an Admission, availability of care, continued stay, or health care service for a covered person who is requesting Emergency services or has received Emergency services, but has not been discharged from a facility. Expedited Appeals are not provided for review of services previously rendered.

An Expedited Appeal shall be made available to, and may be initiated by, the covered person or an authorized representative, with the consent of the covered person’s treating health care Provider, or the Provider acting on behalf of the covered person. Requests for an Expedited Internal Appeal may be oral or written and should be made to:

Blue Cross and Blue Shield of Louisiana  
Expedited Appeal - Medical Appeals  
P. O. Box 98022  
Baton Rouge, LA 70898-9022  
1-800-599-2583 or 1-225-291-5370

d. Expedited External Medical Appeal

An Expedited External Review is a request for immediate review, by an Independent Review Organization (IRO) randomly assigned by the Louisiana Department of Insurance, of an initial Adverse Determination not to Authorize continued services for Members currently in the emergency room, under observation in a facility or receiving Inpatient care.

Expedited External Appeals are not provided for review of services previously rendered. An Expedited External Appeal of an adverse decision is available if pursuing the standard Appeal procedure could seriously jeopardize the Member’s life, health or ability to regain maximum function; or when in the opinion of the treating physician, the Member may experience pain that cannot be adequately controlled while waiting for a decision on a second level standard Appeal.

An Expedited External Appeal is also available if the Adverse Determination involves a denial of coverage based on a determination that the recommended or requested health care service or treatment is deemed experimental or Investigational; and the covered person’s treating Physician certifies in writing that the recommended or requested health care service or treatment that is the subject of the Adverse Determination would be significantly less effective if not promptly initiated. The request may be simultaneously filed with a request for an expedited internal review, since the Independent Review Organization assigned to conduct the expedited external review will determine whether the request is eligible for an external review at the time of receipt.
We will forward all pertinent information to the IRO so the review is completed no later than seventy-two (72) hours of receipt. Any decision rendered by the IRO is binding on Us and the Member. This Appeals process shall constitute the Member’s sole recourse in disputes concerning determinations of whether a health service or item is or was Medically Necessary, except to the extent that other remedies are available under State or Federal law.

D. Binding Nature of External Appeal Decisions

All external review decisions are binding on Us and You for purposes of determining coverage under a health Contract. This Appeals process shall constitute your sole recourse in disputes concerning determinations of whether a health service or item is or was Medically Necessary or Investigational, except to the extent that other remedies are available under State or Federal law.

E. Appeal Response Timeframes

In the case of a Claim involving Urgent Care as defined below, We will expedite the review process. The Member may request an expedited review orally or in writing. All necessary information may be transmitted between the parties by telephone, facsimile, or other available similarly expeditious means. We will review the Member’s Appeal promptly. The Member will receive notice of Our review decision for:

1. Urgent Care Claims as soon as reasonably possible taking into account medical exigencies, but not later than seventy-two (72) hours after We receive the Member’s request for an Appeal of an adverse Benefit determination. ("Urgent Care Claim" means any Claim with respect to which the application of the time periods for making non-urgent care determinations (a) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or (b) in the opinion of a Physician with knowledge of the claimant’s medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Claim.)

2. Pre-service Claims within a reasonable period of time appropriate to the medical circumstances but not later than thirty (30) days after We receive the Member’s request for Appeal of an adverse Benefit determination. ("Pre-service Claim" means any Claim for a Benefit under the Plan with respect to which the terms of the Plan condition receipt of the Benefit, in whole or in part, on approval or Authorization of the Benefit in advance of obtaining care or treatment.)

3. Post-service Claims within a reasonable period of time, but not later than thirty (30) days after We receive the Member’s request for Appeal of an adverse Benefit determination. ("Post-service Claim" means any Claim for a Benefit under the plan that is not an Urgent Care Claim or a Pre-service Claim as defined.)

We may extend the initial period for review of a post-service Claim by fifteen (15) days prior to the end of the period in writing, explain the special circumstances that may dictate an extension of the time period needed to review the Member’s Appeal and give the date by which We expect to make Our decision. In any event, however, the Member will receive written notice of Our decision no later than forty-five (45) days after the Member’s request for review is received.
ARTICLE XVII.  CARE WHILE TRAVELING,  
MAKING POLICY CHANGES AND FILING CLAIMS

Blue Cross and Blue Shield of Louisiana is continuing to update its online access for Members. You may now be able to perform many of the functions described below, without contacting Our Customer Service Unit. We invite You to log on to www.bcbsla.com for access to these services.

All of the forms mentioned in this section can be obtained from one of Our local service offices* or from the home office of Blue Cross and Blue Shield of Louisiana. The Change of Status Card has the health questionnaire on the reverse side. This form should also be available through Your insurance agent. If You need to submit documentation to Us, You may forward it to Our home office at Blue Cross and Blue Shield of Louisiana at P. O. Box 98029, Baton Rouge, LA 70898-9029, or to Our street address, 5525 Reitz Avenue, Baton Rouge, LA 70809.

If You have any questions about any of the information in this section, You may call Your insurance agent or Our Customer Service Department number shown on Your ID card.

HOW TO OBTAIN CARE WHILE TRAVELING

Your ID card offers You convenient access to PPO health care outside of Louisiana. If You are traveling or residing outside of Louisiana and You need medical attention, please follow these steps:

1. In an Emergency, go directly to the nearest Hospital.
2. Call BlueCard Access at 1-800-810-BLUE (2583) for information on the nearest PPO doctors and Hospitals.
3. Use a designated PPO Provider to receive the highest level of Benefits.
4. Present Your ID card to the doctor or Hospital, who will verify coverage and file Claims for You.
5. You must obtain any required Authorizations from Blue Cross and Blue Shield of Louisiana.

CHANGING FAMILY MEMBERS ON YOUR POLICY

The Schedule of Eligibility in Your Contract or certificate of coverage lets You know how to add additional family members to Your policy. Please read the Schedule of Eligibility and this section as they contain important information for You.

The Change of Status Card is the document that We must receive in order to enroll family members not listed on the Member’s original application/enrollment form. The Schedule of Eligibility will tell the Member whether We require the Change of Status Card and/or the health questionnaire. Because the Member is covered under a Group insurance contract, it is extremely important that the Member follow the timing rules in the Schedule of Eligibility for making these changes to the Member’s policy. If You do not complete and return a required Change of Status Card to Us within the timeframes set out in the Schedule of Eligibility, it is possible that Your insurance coverage will not be expanded to include the additional family members. Completing and returning a Change of Status Card is especially important when Your first Dependent becomes eligible for coverage or when You no longer have any eligible Dependents. The Schedule of Eligibility explains when coverage becomes effective for new family members. Generally, a Change of Status Card is used to add newborn children, newborn adopted children, a spouse, or other Dependents not listed on the Member’s original application for coverage. We should receive the Member’s completed form in Our home office within thirty (30) days of the child’s birth or placement, or the Member’s marriage.

HOW TO FILE INSURANCE CLAIMS FOR BENEFITS

The Company and most Providers have entered into agreements that eliminate the need for a Member to personally file a Claim for Benefits. Participating Providers will file Claims for Members either by mail or electronically. In certain situations the Provider may request the Member to file the Claim. If Your Provider does request You to file directly with the Company the following information will help You in correctly completing the Claim form.
Your Blue Cross and Blue Shield of Louisiana ID card shows the way the name of the Subscriber (Member of the Group) appears on the Company records. (If You have Dependent coverage, the name(s) are recorded as You wrote them on Your application card.) The ID card also lists Your Contract number (ID). This number is the identification to Your membership records and should be provided to Us each time a Claim is filed.

If You complete the Claim form and this is a Group policy, remember: the Subscriber is the Employee Member (if this is a Group Contract). If the Subscriber is the patient the relationship is SELF. If Your wife or husband is the patient, the relationship is SPOUSE.

To assist in promptly handling Your Claims, please be sure that:

1. an appropriate Claim form is used;
2. the Contract number (ID) shown on the form is identical to the number on the ID card;
3. the patient's date of birth is listed;
4. the patient's relationship to the Subscriber is correctly stated;
5. all charges are itemized, whether on the Claim form or on the attached statement;
6. the date of service (date of Admission to a Hospital or other Provider) or date of treatment is correct;
7. the Provider includes a diagnosis code and a procedure code for each service/treatment rendered (the diagnosis code pointers must be consistent with the Claim form); and
8. the Claim is completed and signed by You and the Provider.

IMPORTANT NOTE: Be sure to check all Claims for accuracy. The Contract number (ID) must be correct. It is important that You keep a copy of all bills and Claims submitted.

ADDITIONAL INFORMATION FOR FILING SPECIFIC CLAIMS

Admission to a Hospital or Allied Health Facility Claims

When You or an enrolled Member of Your family is being admitted to a Participating Provider, show Your Blue Cross and Blue Shield ID card to the admitting clerk. The Provider will file Your Claim with Us. Our payments will go directly to the Participating Provider. The Provider will then bill You directly for any remaining balance. You will receive an Explanation of Benefits after the Claim has been processed.

Emergency Room or Outpatient Department Claims

The procedure to be followed is the same as that for an Admission to a Hospital or Allied Health Facility.

However, in some instances involving Emergencies or Outpatient treatment the Provider may ask for payment directly from You. If this occurs, obtain an itemized copy of the bill; be sure the Claim form correctly notes the Contract number (ID), the patient’s date of birth, as well as the patient’s relationship to the Subscriber. The Provider must mark the statement or Claim form PAID. Forward this statement to Blue Cross and Blue Shield of Louisiana.
Other Medical Claims

When You receive other medical services (clinics, Provider offices, etc.), You should ask if the Provider is a Preferred or Participating Provider. If yes, this Provider will file Your Claim with Us. In some situations, the Providers request payment and ask You to file. If this occurs, be sure the Claim form is complete before forwarding to Blue Cross and Blue Shield of Louisiana. If You are filing the Claim, the Claim must contain the itemized charges for each procedure or service.

NOTES: Statements, canceled checks, payment receipts and balance forward bills may not be used in place of itemized bills. Itemized bills submitted with Claim forms must include the following:

1. full name of patient;
2. date(s) of service;
3. description of and procedure code for service;
4. diagnosis code;
5. charge for service; and
6. name and address of Provider of service.

Claims for Nursing Services

A receipt must be obtained for nursing services from each nurse indicating the name of the patient and the number of days covered by each receipt. Each receipt must also be signed by the nurse with the initials RN or LPN and registry number. A statement from the attending Physician or Allied Health Provider that services were Medically Necessary must be filed with the receipts for nursing services.

IF YOU HAVE A QUESTION ABOUT YOUR CLAIM

Your Claim(s) will be processed according to the terms of this policy, in the time frames required by law. In the event We learn of Your death, Claims will be paid to Your estate. If You have a question about the processing or payment of a Claim, You can write Us at the below address or You may call Our Customer Service Department at 1-800-599-2583 or 1-225-291-5370 or any of Our local service offices. * If You call for information about a Claim, We can help You better if You have the information at hand—particularly the Contract number, patient's name and date of service.

Blue Cross and Blue Shield of Louisiana
P. O. Box 98029
Baton Rouge, LA 70898-9029

Remember, ALWAYS refer to Your Contract number in all correspondence and recheck it against the Contract number on Your ID card to be sure it is correct.

* Blue Cross and Blue Shield of Louisiana has local service offices located in Baton Rouge, New Orleans, Lake Charles, Lafayette, Alexandria, Monroe, Houma and Shreveport.
Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Louisiana Life and Health Insurance Guaranty Association, or LLHIGA. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the Guaranty Association is limited. As noted in the box below, this protection is not a substitute for consumers’ care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of certain claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned upon residence in this state. Other conditions may also preclude coverage. Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer. The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

<table>
<thead>
<tr>
<th>LLHIGA</th>
<th>LA Department of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Drawer 44126</td>
<td>P.O. Box 94214</td>
</tr>
<tr>
<td>Baton Rouge, Louisiana 70804</td>
<td>Baton Rouge, Louisiana 70804-9214</td>
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The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law’s coverage, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change any person’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**COVERAGE**

Generally, individuals will be protected by the Louisiana Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.
EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association, if:

(1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);

(2) the insurer was not authorized to do business in this state;

(3) their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

(1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

(2) any policy of reinsurance (unless an assumption certificate was issued);

(3) interest rate yields that exceed an average rate;

(4) dividends;

(5) credits given in connection with the administration of a policy by a group contract holder;

(6) employers’ plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);

(7) Medicare Part C benefits or Medicare Part D benefits;

(8) certain unallocated annuity contracts (which give rights to group contract holders, not individuals) and certain structured settlement annuity contracts;

(9) Other exceptions and exclusions may also be applicable depending upon the issuing insurer, the policy itself, the policyholder or policy owner, or other factors.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of $500,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall $500,000 limit, the Association will not pay more than: $500,000 in health insurance benefits; $250,000 in present value of annuities (including cash surrender and cash withdrawal values); or $300,000 in life insurance death benefits (but not more than $100,000 in cash surrender values and cash withdrawal values) - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage. Other conditions, requirements or exclusions may apply.