

# BlueChoice 65

## MEDICARE SUPPLEMENTAL POLICY

### STANDARDIZED BENEFIT PLAN A

#### GUARANTEED RENEWABLE

This policy is automatically guaranteed renewable, subject to all the terms and provisions of the policy and upon payment of premiums when due. No pre-existing condition limitation or waiting periods are part of this policy.

#### CONTINUATION OF COVERAGE AND CHANGES IN PREMIUM

You may continue this policy in effect for as long as You live. To continue coverage, pay the premium when due at the intervals available to you. You must pay the premium by its due date or during the thirty (30) days that follow.

We may change the premium for this policy. Since benefits are tied to Medicare's Deductible, Coinsurance and copayment amounts and limits, premium and benefit changes are expected to occur each year. The change may also be due to a new table of rates or a change in Medicare's benefit structure, an increase in Your age, a change in geographic location, or an increase in the policy benefit level. You will be notified at least 45 days before any premium increase.

#### YOUR THIRTY (30) DAY RIGHT TO RETURN THE POLICY

If you are not satisfied with this policy, You may return it to Us within thirty (30) days after you receive it. We will refund to you any premium paid and the policy will be void.

**NOTICE TO BUYER: THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES. THIS POLICY IS RENEWABLE FOR LIFE. PREMIUM RATES ARE EXPECTED TO INCREASE EACH YEAR.**

provided by



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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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This Medicare Supplement policy and is a Contract between You and the Louisiana Health Service & Indemnity Company (hereinafter called "Blue Cross and Blue Shield of Louisiana"). When We enter into this Contract with You, We agree to provide to You the benefits described in the policy, as long as the policy is in effect.

In this policy the words "We," "Us," "Our," and "the Company" mean Blue Cross and Blue Shield of Louisiana. The words "You", "Your", "Insured" and "Policyholder" refer to You as the person covered by the policy.

Your Medicare Supplement policy is designed to work together with Your Medicare coverage by paying many of Your medical expenses which are not fully paid by Medicare.

Knowledge of how Medicare pays will help You better understand how Your Medicare Supplement policy works. Medicare does not pay for all healthcare services. When Medicare does pay, it usually does not pay the bill in full. The difference may be a Deductible, Copayment or Coinsurance, excess charges (the difference between charges as billed and the Medicare "approved amount"), and other non-covered items. You are responsible for these and must see that they are paid. The purpose of Your Medicare Supplement policy is to help You pay a portion of these charges.

### **CONSIDERATION**

We issued this policy in consideration of the application and payment of the premium. Timely payment of the premium will keep the policy in effect. Please read the copy of the application which is a part of this policy.

### **SUSPENSION AVAILABLE**

If You become entitled to medical assistance from Medicaid and, within ninety (90) days after entitlement, notify Us and request a suspension, We will suspend benefits and premiums for You for the period of Medicaid entitlement, not to exceed twenty-four (24) months (suspension period).

Suspension of policy benefits and premiums will begin from the date of Your Medicaid entitlement. Upon receipt of timely notice, We will refund any premium paid covering a period beyond the date of entitlement for Medicaid, subject to adjustment of paid claims.

If You lose entitlement to Medicaid benefits during the suspension period and notify Us within ninety (90) days, then, effective the date Medicaid entitlement terminated, We will automatically reinstitute this Medicare Supplement policy coverage (with no pre-existing condition limitation or waiting period) upon payment of the required premium.

Benefits and premiums under the policy shall be suspended (for the period that may be provided by federal regulation) at the request of the Policyholder if the Policyholder is entitled to benefits under Section 226 (b) of the Social Security Act and is covered under a group health plan (as defined in Section 1862 (b) (1) (A) (v) of the Social Security Act). If suspension occurs and if the Policyholder or certificate holder loses coverage under the group health plan, the policy shall be automatically reinstated (effective as of the date of loss of coverage) if the Policyholder provides notice of loss of coverage within 90 days after the date of the loss and pays the premium attributable to the period effective as of the date of termination of enrollment in the group health plan.

The reinstatement of coverage described in this section:

- (a) shall provide for resumption of coverage that is substantially equivalent to coverage in effect before the date of suspension; and
- (b) shall provide a premium at least as favorable as would have applied had coverage not been suspended.

## ARTICLE I. DEFINITIONS

Accident, Accidental Injury, or Accidental Means – Injury or injuries for which benefits are provided means accidental bodily injury sustained by the Insured person which is the direct result of an accident, independent of disease or bodily infirmity or any other cause, and occurs while this insurance coverage is in force.

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.

Benefit Period – the time used to measure in-patient Hospital or Skilled Nursing Facility (SNF) benefits for expenses covered by Medicare. It begins after the Original Effective Date with the first day You are confined in a Hospital. The date it ends is determined by Medicare.

Calendar Year – the period beginning on the Original Effective Date and ending December 31 of that year. Then it is the period from January 1 through December 31 of each following year.

Coinsurance – the portion of Medicare Eligible Expenses, other than a Deductible, which Medicare does not pay and which must be paid by You. The Coinsurance amounts may change on January 1 each year.

Contract – this policy plus Your application for coverage, including any endorsements created and approved to be a part of this policy, the Schedule of Benefits if any and any future changes approved according to law.

Convalescent Nursing Home, Extended Care Facility, or Skilled Nursing Facility – A facility defined as such and approved for payment as such by Medicare.

Copayment – the portion of Medicare Eligible Expenses, other than Deductible and Coinsurance, which Medicare does not pay and which must be paid by You. The Copayment amounts may change on January 1 each year.

Deductible – the portion of Medicare Eligible Expenses which You must pay during a Benefit Period before inpatient Hospital claims (Medicare Part A) are paid by Medicare and which You must pay during the Calendar Year before medical claims (Medicare Part B) are paid by Medicare. The amounts of the Medicare Deductibles may change on January 1 each year.

Healthcare Expenses – for purposes of the requirements of LA Regulation 33, Section 545, expenses of health maintenance organizations associated with the delivery of healthcare services, which expenses are analogous to incurred losses of insurers.

Hospital – a place which is defined as a Hospital and approved for payment as a Hospital by Medicare.

Medicaid – A joint federal and state program that helps with medical costs for some people with low incomes and limited resources pursuant to Title XIX of the Social Security Amendments of 1965, as then constituted or later amended

Medicare – the “Health Insurance for the Aged Act,” Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

Medicare Eligible Expenses – expenses of the kinds covered by Medicare Part A and B, to the extent recognized as reasonable and Medically Necessary by Medicare.

Medicare Part D – the prescription drug coverage provided to eligible Medicare beneficiaries pursuant to the Medicare Modernization Act of 2003 as then constituted and later amended.

Medically Necessary (or “Medical Necessity”) – healthcare 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, Physician or other healthcare provider; and not more costly than an alternative service or sequence of services at least 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.

Original Effective Date – The date when Your coverage begins under this policy as determined by Us. Benefits will begin at 12:01 AM on this date.

Physician – An individual licensed under state law to practice medicine or osteopathy. It does not include You or a member of Your family unless otherwise required by Medicare.

Sickness – means illness or disease of an Insured person, which first manifests itself after the Original Effective Date of insurance and while the insurance is in force.



## **ARTICLE II. BENEFITS**

We will pay for benefits for Medicare Eligible Expenses incurred by You due to Accidental Injury or Sickness. Covered expenses and policy benefits and limits are explained below. To be covered, the expense must be incurred while coverage is in effect. We will not duplicate benefits paid for by Medicare.

In a case of total disability, any claim for a continuous loss that begins while this policy is in effect will not be affected by the termination of this policy. However, continued benefits for such continuous loss will be conditioned upon Your continuous total disability, and are limited to the duration of the Benefit Period for Inpatient (Medicare Part A) benefits, the Calendar Year for medical (Medicare Part B) benefits, or the maximum benefits payable, whichever occurs first. Receipt of Medicare Part D benefits will not be considered in determining a continuous loss.

We will pay benefits as described below as long as You have coverage under Medicare inpatient Hospital and medical insurance, and after Medicare has paid its share of the covered expense. Benefits, which are designed to supplement benefits payable under Medicare Part A, will be paid if You have Part A coverage and Medicare has paid benefits. Upon exhaustion of the Medicare Part A Hospital inpatient coverage, this Contract will pay Part A related benefits for three hundred sixty five (365) days as described below as if You were enrolled in Medicare Part A and Medicare Part A had paid its benefits; payment will be based upon the amount Medicare would have paid for Medicare Eligible Expenses. Benefits which are designed to supplement benefits payable under Medicare Part B, will be paid if You have Part B coverage. If You are not participating in Medicare Part B, this Contract will pay Part B related benefits described below as if You were enrolled in Medicare Part B and Medicare Part B had paid its benefits; payment will be based upon the Allowable Charge for the Medicare Eligible Expenses. You should notify Us in writing immediately if Your Medicare Part A benefits exhaust or Medicare Part B coverage ends. We will not impose any limitations on benefits that are more restrictive than Medicare's limitations and restrictions.

Notice: When Your Medicare Part A Hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days. During this time, the Hospital is prohibited from billing You for the balance based on any difference between its billed charges and the amount Medicare would have paid.

### **ARTICLE III. BASIC CORE BENEFIT COVERAGE**

FOR INPATIENT CARE (Medicare Part A) and MEDICAL CARE (Medicare Part B)

We will provide benefits as follows:

1. Coverage of Part A Medicare Eligible Expenses for hospitalization to the extent not covered by Medicare from the sixty-first (61<sup>st</sup>) day through the ninetieth (90<sup>th</sup>) day in any Medicare Benefit Period. The Deductible amount, Coinsurance amounts and Coinsurance period are determined by Medicare.
2. Coverage of Part A Medicare Eligible Expenses incurred for hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used.
3. Upon exhaustion of the Medicare Hospital inpatient coverage, including the lifetime reserve days, coverage of one hundred percent (100%) of the Medicare Part A Eligible Expenses for hospitalization paid at the applicable prospective payment system (PPS) rate, or other appropriate Medicare standard of payment, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept Our Company's payment as payment in full and may not bill the insured for any balance.
4. Coverage under Medicare Part A and Part B for the reasonable cost of the first three pints of blood (or equivalent quantities of packed red blood cells, as defined under federal regulations) unless replaced in accordance with federal regulations;
5. Coverage for the Coinsurance amount or, in the case of Hospital outpatient department services paid under a prospective payment system, the Copayment amount, of Medicare Eligible Expenses under Part B regardless of Hospital confinement, subject to the Medicare Part B Deductible.

The Medicare Part B Calendar Year Deductible and the Coinsurance and Copayment amounts are determined by Medicare.

6. Coverage of cost sharing for all Part A Medicare eligible hospice care and respite care expenses.

Explanation of Medicare Benefits Form – Before We can pay any benefits for expenses covered under Medicare Part A and Part B, You or the healthcare provider must file a claim with Medicare. In the event it is not filed electronically, We must receive the Explanation of Medicare Benefits Form. This is a form sent by Medicare's Benefit Department which shows the Medicare Eligible Expenses. Claims are usually filed electronically with Medicare by the healthcare provider, and then Medicare usually files the claim with Us.

## **ARTICLE IV. EXCLUSIONS**

No benefits will be provided for:

1. Charges which have not been submitted to and processed by Medicare when You are participating in Medicare Parts A and/or B;
2. Charges paid or payable by Medicare;
3. Charges for medical services of a practitioner who is not a licensed Physician;
4. Charges for routine dental care;
5. Charges for outpatient prescription drugs, eyeglasses, or hearing aids, unless specifically covered under this policy;
6. Charges for services, surgery, supplies, treatment or expenses rendered or furnished before Your Original Effective Date or after Your termination date. Charges for Hospital services or supplies rendered or furnished during an admission in progress on Your Original Effective Date are not covered, regardless of whether Your admission continues after Your Original Effective Date, unless otherwise required by Medicare. Hospital benefits will be provided for an admission in progress on the date Your coverage under this policy ends, until the end of that admission, or until You have reached any benefit limitations set in this policy, whichever occurs first;
7. Charges for services, supplies, equipment, or anything else which is not described in this policy as covered;
8. Charges for which You are not required to pay;
9. Charges which are not considered Medicare Eligible Expenses, except those specifically listed as covered in this Contract. This applies during the three hundred sixty five (365) days benefit for Part A and whether or not You are participating in Medicare Part B;
10. Charges that exceed the Medicare payment amount and/or the benefits provided by this policy for Medicare Eligible Expenses, including but not limited to the Allowable Charge.

## **ARTICLE V. GENERAL PROVISIONS**

### **A. BENEFIT AND PREMIUM CHANGE**

The risk We assume on this policy's Original Effective Date is based on Medicare's benefit structure then in effect. Medicare benefits change from time to time. Medicare's benefit structure may also change.

When Medicare changes Copayment, Deductible amounts or Coinsurance amounts or limits under its benefit structure in effect on the Original Effective Date, We will automatically change policy benefits to handle such changes.

The nature of the risk We assumed when this policy was issued may change to the extent that Medicare's benefit structure changes. If it does, We may have to change this policy's coverage. We will make such a change by: (a) adding an endorsement to the policy and/or (b) adding a new schedule page and/or (c) reissuing the policy. Until the effective date of any coverage change, benefits will be based upon the risk We assume on this policy's Original Effective Date.

Any premium change needed because of such a benefit or structure change will be made only after We give You notice.

### **B. GUARANTEED ISSUE**

Guaranteed issue is available to eligible persons who seek to enroll under the policy during the periods and under the circumstances required by Medicare and/or LA Regulation 33 and ends no later than 63 days as described pursuant to Medicare regulations and/or LA Regulation 33, and who submit evidence of the date of termination or disenrollment or Medicare Part D enrollment with the application for a Medicare Supplement policy.

### **C. INDIVIDUAL CASE MANAGEMENT**

1. Case Management Services – You may qualify for 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 assist You by assessing, helping You set goals for overcoming barriers to good health and with coordination of services, and advocating for Your 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. This policy supplements Medicare to the extent that it is required to supplement Medicare, regardless of Individual Case Management.

#### **D. THIS CONTRACT**

1. This Contract, including the application for coverage expressing the entire money and other consideration therefor, the Schedule of Benefits if any and any attached amendments or endorsements, constitutes the entire Contract between the parties.
2. This Contract is guaranteed renewable at the Insured's option. Insured 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 agreement with subcontractors, healthcare providers, or other third parties relative to this Contract. Any of the functions 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.

#### **E. 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. No representation of any agent of the plan at any time shall change the terms of this Contract.

#### **F. RELEASE OF INFORMATION**

We may request that You or the provider furnish certain information relating to Your 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.

#### **G. PHYSICAL EXAMINATION**

We reserve the right to require a physical examination of any Policyholder when and as often as We deem necessary during the pending of any claim.

#### **H. NON-RESPONSIBILITY FOR ACTS OF PROVIDERS**

A healthcare provider which provides services to You does so independently of Us. 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.

## **I. CANCELLATION OF CONTRACT OR CHANGE OF PREMIUMS**

1. We reserve the right to cancel Your Contract for non-payment of premium to Our home office within thirty (30) days after the due date. If We cancel or do not renew this Contract for any reason other than non-payment of premiums, We shall mail to You a written notice of such action by certified mail or certificate of mailing at least sixty (60) days in advance. The notice shall include the reason for the cancellation or non-renewal.
2. If You fail to timely pay the required premium, Our subsequent acceptance of the premium or acceptance by any agent authorized by Us to accept premiums, shall reinstate this Contract.
3. Premiums are based on the benefits provided by the Contract, Your attained age, and the geographic region in which You live. Premiums for Your Contract are established prior to the effective date of Your Contract and from time-to-time thereafter. Each premium that We establish for Your Contract will remain in effect for a period of not less than twelve (12) months, except in the following situations.
  - a. We reserve the right to make changes in the premiums under your Contract in order to correct any errors concerning the information on which premiums are based.
  - b. We reserve the right to change premiums if You request a change in the benefits provided by the Contract and We agree to make that change. The new premiums will become effective on the effective date of the Contract change, regardless of how long the premiums had been in effect prior to change.
  - c. We will give forty-five (45) days written notice to You at Your last address shown in Our records regarding any change in rates; such increase in premiums will become effective on the date specified in the notice and continued payment of premiums will constitute acceptance of the change.
  - d. Increases in premiums become effective on the date of the change regardless of whether or not You have paid premiums in advance. We will notify You of the amount due. Failure to pay that amount timely as indicated in the notice will result in cancellation of this Contract.

## **J. TERMINATION OF A POLICYHOLDER'S COVERAGE**

1. Except as provided in this subsection, We shall renew or continue coverage under this policy on a month-to-month basis, at Your option.
2. The issuance of this policy is conditioned on the representations and statements contained on the application, a copy of which is attached to and made a part of this policy. Representations made on the application are material to the issuance of this policy. Your coverage may be terminated for fraud at any time. Within three (3) years from Your Original Effective Date, this policy may be terminated if We become aware of any misrepresentations or omissions of a material fact and if knowledge of this

material fact would have led Us to deny coverage. If Your Contract is terminated, We shall refund any premiums You paid from the Original Effective Date, if benefits have not been provided. If benefits have been provided, the premiums paid will be reduced by the benefits paid and the balance, if any, will be refunded.

3. In addition to above, We may non-renew, discontinue, or terminate health insurance coverage under this policy, if You fail to pay premiums or contributions in accordance with the terms of this policy or We have not received timely premium payments.
4. In the event that We terminate this policy for nonpayment of the appropriate payment when due or for Your failure to perform any obligation required by this policy, such cancellation or termination alone will operate to terminate all of Your rights to benefits under the terms of this policy as of the effective date of such cancellation or termination.
5. However, in the event of termination under paragraph 3 above, if You are an inpatient in a Hospital on the date of termination, Hospital benefits for that patient will terminate at the end of the Hospital stay, the end of the Benefit Period, or upon reaching any benefit limitations set forth in this policy, whichever occurs first.
6. Except as otherwise provided in this policy, no benefits are available to You for covered services rendered after the date of termination of Your coverage.
7. You have the right to cancel this policy at any time. Cancellation must be sent in writing to Us at Our home office, attention "Individual Membership and Billing Department." Cancellation will be effective at midnight on the last day of the billing cycle in which the notice was received, or a later billing cycle, if specifically requested. Billing cycles begin on the 1<sup>st</sup> or the 16<sup>th</sup> of the month.

## **K. 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 Policyholder 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 Policyholder 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 be required to facilitate enforcement of Our rights, and will take no action prejudicing Our rights and interest under this Contract.
4. You are required to notify Us of any Accidental Injury.

#### **L. 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 or her 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 or her proxy in the application for coverage, the Policyholder may designate any other Policyholder as his or her 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 or her proxy upon his or her written request for such notice directed to Our secretary.

#### **M. OTHER INSURANCE WITH US**

You may have only one Medicare Supplement policy. If through error, We issue more than one such policy to You, only one policy chosen by You will stay in effect. We will return the money You paid for the other policies, less any claims payment already made under the other policies. Also, You may not have this policy in addition to another individual (non-group) Blue Cross and Blue Shield of Louisiana Contract or HMO Louisiana Contract providing Hospital, medical and/or comprehensive coverage.

#### **N. GRACE PERIOD**

The Company offers a thirty (30) day grace period (delinquent 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 Insured's address of record. We may automatically terminate the policy without further notice to the Insured if we do not receive Your 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 the premium has been paid. The Company will not be liable for any benefits for services rendered following the last date through which premiums have been paid.



## **O. FILING OF CLAIMS**

1. In order for Us to process Your claim, We must receive an Explanation of Medicare Benefits (EOMB) Form. This form should be filed with Us within ninety (90) days after completion of Medicare processing, with Your Blue Cross and Blue Shield of Louisiana Contract number noted on it. If it was not reasonably possible for this form to be filed in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible, but no longer than one year from the completion of Medicare processing. Claims are usually filed electronically with Medicare by the healthcare provider, and then Medicare usually files the claim with Us.
2. No claim for loss incurred after the Original Effective Date of coverage shall be reduced or denied on the ground that a disease or physical condition had existed before the Original Effective Date of coverage.
3. If Medicare Part A benefits have exhausted and/or You are not participating in Medicare Part B, and if You have a claim which would otherwise have been covered under Medicare Parts A and/or B, You must file Your claim (either written or electronic) in a form acceptable to Us within ninety (90) days from the date services are rendered. If the form cannot be sent within ninety (90) days, it must be sent as soon as reasonably possible but no longer than fifteen (15) months from the date services are rendered. Benefits will be denied for claims filed any later than after fifteen (15) months from the date services are rendered.
4. 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.

## **P. PAYMENT OF CLAIMS**

1. Your rights and benefits under this Contract are personal to You and may not be assigned in whole or in part by You. We will not recognize any assignments or attempted assignments of benefits, unless otherwise required by Medicare. However, We will recognize assignments of benefits to Hospitals if this Contract is subject to La. R.S. 40:2010. If this Contract is not subject to La. R.S. 40:2010, We will not recognize any assignments or attempted assignments of benefits to Hospitals, unless otherwise required by Medicare. 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 medical care, treatment, or services.
2. We reserve the right to pay providers and Hospitals in Our participating provider networks directly instead of paying You.
3. Any unassigned benefits unpaid at Your death may be paid to Your estate.

4. This policy pays the provider and follows assignment to the extent it is required to do so by Medicare.
5. Indemnities payable under this policy for any loss other than loss of time on account of disability will be paid upon receipt of written proof of such loss as required by law.

#### **Q. LEGAL ACTION**

1. No legal action may be brought to recover on this policy within sixty (60) days after Our receipt of the Explanation of Medicare Benefits Form upon completion of Medicare Processing. No such action may be brought after fifteen (15) months from the date of service or after one (1) year from completion of Medicare processing, whichever is longer.
2. During the three hundred sixty five (365) days benefit for Part A and/or if You are not participating in Medicare Part B, no lawsuit may be filed any earlier than the first sixty (60) days after the notice of claim has been given or any later that fifteen (15) months from the date of service.

#### **R. 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.

#### **S. CONFORMITY WITH STATE STATUTES**

Any provision of this policy which, on its Original Effective Date, is in conflict with the laws of the state of Louisiana on that date is amended to conform to the minimum requirements of such laws, to the extent applicable to Medicare Supplement Policies.

#### **T. INDEPENDENT LICENSEE**

Member applicant hereby expressly acknowledges its understanding that this policy constitutes a Contract solely between member applicant and Blue Cross and Blue Shield of Louisiana (the "Company"), 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 Company to use the Blue Cross and Blue Shield Service Marks in Louisiana, and that the Company is not contracting as the agent of the Association. Member applicant further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than the Company and that no person, entity or organization other than the Company shall be held accountable or liable to the member applicant for any of the Company's obligations to the member applicant created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of the Company other than those obligations created under other provisions of this agreement.

## **U. RIGHT OF RECOVERY**

Whenever any benefits payment has been made by Us in an amount that exceeds the maximum benefits available under this Contract or exceeds the Allowable Charge, or whenever payment has been made in error by Us, 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.

## **ARTICLE VI. COMPLAINT, GRIEVANCE AND APPEAL PROCEDURES**

We want to know when You are dissatisfied about the care or services You receive from Us or one of Our providers. If You want to register a complaint or file a formal written grievance about Us or a provider, please refer to the procedures below.

You may be dissatisfied about decisions that We make regarding covered services. We consider a written Appeal as the Member's request to change a denial of a claim.

### **A. Complaint and Grievance Procedures**

A quality of service concern addresses Our services, access, availability or attitude and those of Our providers. A quality of care concern addresses the appropriateness of care given to You.

#### **1. To register a complaint**

A complaint is an oral expression of dissatisfaction with Us or with provider services. You may call Our customer service department at 1-800-258-3365 to register a complaint.

We will attempt to resolve Your complaint at the time of Your call.

#### **2. To file a formal grievance**

A grievance is a written expression of dissatisfaction with Us or with provider services. If You do not feel Your complaint was adequately resolved or You wish to file a formal grievance, a written request must be submitted within one hundred eighty (180) days of the event that led to the dissatisfaction. For assistance, You may call Our customer service department.

Send Your 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 You within thirty (30) business days of receipt of Your written grievance.

### **B. Appeal Procedures**

The Appeal procedure has two (2) internal, administrative levels, including review by a committee at the second level.

If You have questions or need assistance, You may call Our customer service department.

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

You have the right to appoint an authorized representative to represent You in Your appeal. An authorized representative is a person to whom You have given written consent to represent You in review of a denial. The authorized representative may be Your treating provider, if You appoint the provider in writing.

You are encouraged to provide Us with all available information to help Us completely evaluate the appeal such as written comments, documents, records, and other information relating to the denial.

We will provide to You, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the denial.

Administrative appeals involve contractual issues and are typically submitted by You, Your authorized representative, or a provider authorized to act on Your behalf.

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

#### 1. First Level Appeals

If You are not satisfied with Our decision, a written request to Appeal must be submitted within one hundred eighty (180) days of Our initial denial. Requests submitted to Us after one hundred eighty (180) days of Our initial denial will not be considered.

Persons not involved in previous decisions regarding the initial denial will review the Appeal. If the Appeal is overturned, We will reprocess Your Claim. If the Appeal is upheld, We will inform You of the right to begin the second level Appeal process.

The Appeal decision will be mailed to You, Your authorized representative, or a provider authorized to act on Your behalf, within thirty (30) days of receipt of Your request; unless it is mutually agreed that an extension of time is warranted.

#### 2. Second Level Appeals

After review of Our second level appeal decision, if You are still dissatisfied, a written request to Appeal must be submitted within sixty (60) days of Our first level Appeal decision. Requests submitted to Us after sixty (60) days of Our first level Appeal decision will not be considered.

An Appeals Committee of persons not involved in previous decisions regarding the initial denial will review the second level Appeals. The Committee's decision is final and binding.

The Committee's decision will be mailed to You, Your authorized representative, or a provider authorized to act on Your behalf, within five (5) days of the Committee meeting.





Blue Cross and Blue Shield of Louisiana  
HMO Louisiana  
Southern National Life

## **Nondiscrimination Notice**

Discrimination is Against the Law

Blue Cross and Blue Shield of Louisiana and its subsidiaries, HMO Louisiana, Inc. and Southern National Life Insurance Company, Inc., does not exclude people or treat them differently on the basis of race, color, national origin, age, disability or sex in its health programs or activities.

Blue Cross and Blue Shield of Louisiana and its subsidiaries:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (audio, accessible electronic formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, you can call the Customer Service number on the back of your ID card or email **MeaningfulAccessLanguageTranslation@bcbsla.com**. If you are hearing impaired call 1-800-711-5519 (TTY 711).

If you believe that Blue Cross, one of its subsidiaries or your employer-insured health plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you have the right to take the following steps;

### **1. If you are fully insured through Blue Cross, file a grievance with Blue Cross by mail, fax, or email.**

Section 1557 Coordinator  
P. O. Box 98012  
Baton Rouge, LA 70898-9012  
225-298-7238 or 1-800-711-5519 (TTY 711)  
Fax: 225-298-7240  
Email: Section1557Coordinator@bcbsla.com

### **2. If your employer owns your health plan and Blue Cross administers the plan, contact your employer or your company's Human Resources Department. To determine if your plan is fully insured by Blue Cross or owned by your employer, go to [www.bcbsla.com/checkmyplan](http://www.bcbsla.com/checkmyplan).**

Whether Blue Cross or your employer owns your plan, you can file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Or

Electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

# NOTICE

Free language services are available. If needed, please call the Customer Service number on the back of your ID card. Hearing-impaired customers call 1-800-711-5519 (TTY 711).

Tiene a su disposición servicios lingüísticos gratuitos. De necesitarlos, por favor, llame al número del Servicio de Atención al Cliente que aparece en el reverso de su tarjeta de identificación. Clientes con dificultades auditivas, llamen al 1-800-711-5519 (TTY 711).

Des services linguistiques gratuits sont disponibles. Si nécessaire, veuillez appeler le numéro du Service clientèle figurant au verso de votre carte d'identification. Si vous souffrez d'une déficience auditive, veuillez appeler le 1-800-711-5519 (TTY 711).

Có dịch vụ thông dịch miễn phí. Nếu cần, xin vui lòng gọi cho Phục Vụ Khách Hàng theo số ở mặt sau thẻ ID của quý vị. Khách hàng nào bị suy giảm thính lực hãy gọi số 1-800-711-5519 (TTY 711).

我们为您提供免费的语言服务。如有需要，请致电您 ID 卡背面的客户服务号码。听障客户请拨打 1-800-711-5519 (TTY 711)。

الخدمات اللغوية متاحة مجاناً. يرجى، إذا اقتضى الأمر، الاتصال برقم خدمة العملاء المدون على ظهر بطاقة التعريف الخاصة بك. إذا كنت تعاني من إعاقة في السمع، فيرجى الاتصال بالرقم 1-800-711-5519 (TTY 711).

Magagamit ang mga libreng serbisyo sa wika. Kung kinakailangan, pakitawagan ang numero ng Customer Service sa likod ng iyong ID kard. Para sa mga may kapansanan sa pandinig tumawag sa 1-800-711-5519 (TTY 711).

무료 언어 서비스를 이용하실 수 있습니다. 필요한 경우 귀하의 ID 카드 뒤에 기재되어 있는 고객 서비스 번호로 연락하시기 바랍니다. 청각 장애가 있는 분은 1-800-711-5519 (TTY 711)로 연락하십시오.

Oferecemos serviços linguísticos grátis. Caso necessário, ligue para o número de Atendimento ao Cliente indicado no verso de seu cartão de identificação. Caso tenha uma deficiência auditiva, ligue para 1-800-711-5519 (TTY 711).

ພວກເຮົາມີບໍລິການແປພາສາໃຫ້ທ່ານພຣີ. ຖ້າທ່ານຕ້ອງການບໍລິການນັ້ນ, ກະລຸນາໂທຫາພະແນກບໍລິການລູກຄ້າຕາມເບີໂທທີ່ຢູ່ທາງຫຼັງຂອງບັດປະຈຳຕົວຂອງທ່ານ. ຖ້າທ່ານຫຼຸບໍ່ດີ, ຂໍໃຫ້ໂທເບີ 1-800-711-5519 (TTY 711).

無料の言語サービスをご利用頂けます。あなたのIDカードの裏面に記載されているサポートセンターの電話番号までご連絡ください。聴覚障害がある場合は、1-800-711-5519 (TTY 711)までご連絡ください。

زبان سے متعلق مفت خدمات دستیاب ہیں۔ اگر ضرورت ہو تو، براہ کرم اپنے آئی ڈی کارڈ کی پشت پر موجود کسٹمر سروس نمبر پر کال کریں۔  
سمعی نقص والے کسٹمرز 1-800-711-5519 (TTY 711) پر کال کریں۔

Kostenlose Sprachdienste stehen zur Verfügung. Falls Sie diese benötigen, rufen Sie bitte die Kundendienstnummer auf der Rückseite Ihrer ID-Karte an. Hörbehinderte Kunden rufen bitte unter der Nummer 1-800-711-5519 (TTY 711) an.

خدمات رایگان زبان در دسترس است. در صورت نیاز، لطفاً با شماره خدمات مشتریان که در پشت کارت شناسایی تان درج شده است تماس بگیرید.  
مشتریانی که مشکل شنوایی دارند با شماره 1-800-711-5519 (TTY 711) تماس بگیرند.

Предлагаются бесплатные переводческие услуги. При необходимости, пожалуйста, позвоните по номеру Отдела обслуживания клиентов, указанному на оборотной стороне Вашей идентификационной карты. Клиенты с нарушениями слуха могут позвонить по номеру 1-800-711-5519 (Телефон с текстовым выходом: 711).

มีบริการด้านภาษาให้ใช้ได้ฟรี หากต้องการ โปรดโทรศัพท์ติดต่อฝ่ายการบริการลูกค้าตามหมายเลขที่อยู่ด้านหลังบัตรประจำตัวประชาชนของท่าน  
สำหรับลูกค้าที่มีปัญหาทางการได้ยิน โปรดโทรศัพท์ไปที่หมายเลข 1-800-711-5519 (TTY 711)









