



An independent licensee of the  
Blue Cross and Blue Shield Association

# **BLUE OPTION<sup>SM</sup> MEMBER POLICY**

**Blue Option is an Exclusive Provider Organization (EPO) plan. An EPO is a managed care plan where services are covered only if you go to Providers in the Blue Option Network (except in an Emergency). The Blue Option Network is only within South Carolina and benefits are provided in-Network only.**

**No benefits are provided for services received out-of-Network unless the services are (1) due to an Emergency Medical Condition and provided at an Urgent Care Center or Hospital or Freestanding Emergency Room, (2) medically necessary air ambulance services, or (3) except where the Provider satisfies advance patient notice and consent requirements, services rendered by an out-of-Network Provider at certain in-Network facilities, or specified out-of-Network post-Stabilization services resulting from an Emergency Medical Condition.**

**We do not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation or health status in the administration of the plan, including enrollment and benefit determination. If you are an individual living with disabilities or have limited English proficiency, we have free interpretive services available. We can also give you information in languages other than English or other alternate formats.**

Blue Option (Rev. 1/23)

*BlueChoice HealthPlan of South Carolina, Inc.  
is an independent licensee of the Blue Cross and Blue Shield Association,  
an association of independent Blue Cross and Blue Shield Plans.*

# Individual Coverage

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# **BLUECHOICE HEALTHPLAN INDIVIDUAL HEALTH COVERAGE**

## **Important**

BlueChoice HealthPlan of South Carolina, Inc. (BlueChoice) is a managed care organization. BlueChoice's individual coverage is specifically designed for you to use your primary care Physician and other medical professionals with whom BlueChoice has a contract. Some services require prior Authorization from BlueChoice. This Policy does not provide coverage for out-of-network Providers unless the services are (1) due to an Emergency Medical Condition and provided at a Hospital or Freestanding Emergency Room or Urgent Care Center, (2) medically necessary air ambulance services, or (3) except where the Provider satisfies advance patient notice and consent requirements, either services provided by an out-of-Network Provider at certain in-Network facilities, or specified out-of-Network post-Stabilization services resulting from an Emergency Medical Condition. Generally, providers outside South Carolina are out-of-Network. We offer a variety of wellness programs, including a smoking cessation program to assist you in making a positive lifestyle change. Please call a Member Service Advocate or go to our website for more information about our programs.

This Policy summarizes and explains the benefits available to you from BlueChoice. It includes as few legal and technical terms as possible. This Policy is also the controlling document for determining all contractual rights. In the event of differences or errors, the provisions of the Policy control.

## **Your Right to Examine This Policy**

You have 30 days to examine this Policy. If you are not happy with it, you may return it to BlueChoice with a note that says you don't want it. If you do that, any Premiums you have paid will be returned to you. However, if you use any of the benefits provided by this Policy during this 30-day examination period, you may not then return the Policy and receive a refund of the Premium paid.

## **Guaranteed Renewable Except For Stated Reasons:**

The Company shall renew or continue in force the Policy at the person's option. We may nonrenew or discontinue this Policy due to any of the following reasons:

- Failure to pay Premiums or if we have not received timely Premium payments.
- Fraud or material misrepresentation.
- We decide to discontinue offering Blue Option for everyone who has it. However, coverage may only be discontinued if we:
  - Provide notice to each individual covered by the Blue Option Policy of the discontinuance at least 90 days before the date the Policy is discontinued;
  - Offer to each individual covered by the Blue Option Policy, the option to purchase other individual health insurance coverage currently offered by us; and
  - In exercising the option to discontinue the Policy or offering the option to purchase other individual coverage, we act uniformly without regard to any Health Status-related Factor.
- We decide to discontinue offering all health insurance coverage individual market in South Carolina. If we decide to no longer offer individual health insurance coverage, we will provide a notice of discontinuance to each covered person at least 180 days before coverage ends.
- The person no longer resides, works or lives in South Carolina.

However, we will not decline to renew the Policy simply because of a Health Status-Related Factor or because a Member's health changes. At the time of renewal, we may modify the Policy for everyone who has it as long as the modification is consistent with federal and state law and effective on a uniform basis.

## **Premiums:**

The benefits described are available as long as the required Premium is paid on time. If you previously had coverage with BlueChoice HealthPlan of South Carolina, Inc. or its affiliated companies, your policy was cancelled due to nonpayment of premiums and you re-apply for coverage within 12 months, you will be required to pay all past due premiums before you can activate new coverage or begin using benefits.

## **Your Rights and Responsibilities**

As a Member, you have certain rights. You also have some responsibilities. As part of our ongoing efforts to keep you informed, we've listed your rights and responsibilities below.

You have the right to:

- Be treated with respect and recognition of your dignity and right to privacy.
- Get the information you need to make thoughtful decisions before choosing a Provider or treatment plan.
- Constructively share your opinion, concerns, or complaints.
- Receive information from BlueChoice regarding services provided or care received.

You have the responsibility to:

- Carefully read all health plan materials provided by BlueChoice after we accept you as a Member.
- Ask questions and make sure you understand the information given to you.
- Present your BlueChoice ID card prior to receiving services or care.
- Inform BlueChoice of any information that affects your coverage, including any other insurance you may have.
- Select a representative to act on your behalf in the event you are unable to represent yourself.
- Pay your cost share amounts, including your Premium.
- Tell us if you move.
- Promptly respond to requests for documentation to support eligibility.

## **Summary of Benefits and Coverage**

A Summary of Benefits and Coverage (SBC) summarizes the benefit options of your insurance plan. All insurance companies are required to provide you with a SBC. You can find your SBC by going to <http://www.BlueOptionSC.com/SBC>.

You may also contact a Member service advocate and ask us to send you a copy of the SBC. We can send it to you electronically or mail a paper copy (free of charge). Please note: the format and content of an SBC is controlled by federal agencies and some details may appear inconsistent with information in this Policy or your Schedule of Benefits. If information is inconsistent, the Policy documents are controlling.

## GENERAL INFORMATION

### WHEN YOUR COVERAGE BEGINS AND ENDS

**Eligibility:**

This coverage is available through an individual product. Individual and family policies are available to persons who live in South Carolina.

This product is considered to be duplication of Medicare coverage. If you are entitled to or enrolled in Medicare coverage, you cannot lawfully purchase this product.

To be eligible for or to enroll in the Catastrophic plan, you must be under the age of 30 years at the beginning of the plan year or have a certification in effect that you are exempt from the requirement under section 5000A of the Internal Revenue Code of 1986 regarding individuals without affordable coverage or with hardships. A catastrophic health plan does not provide a bronze, silver, gold or platinum level of coverage.

To be eligible for membership as a family Dependent, the Dependent must: A) be the individual's legal spouse; or B) be the individual's natural child, adopted child, foster child, stepchild, or child for whom the individual has legal custody or legal guardianship and is less than 26 years of age, unless the child of the individual is an Incapacitated Dependent. Coverage of an Incapacitated Dependent will continue beyond age 26, provided proof of such incapacity and dependency is furnished to BlueChoice by you within 31 days of the Dependent reaching age 26, and if Coverage remains in force for you.

1. A Dependent child placed for adoption with the individual is subject to the same terms and conditions as apply to a natural child, irrespective of whether the adoption has become final.
2. A Dependent child who otherwise is eligible for Coverage shall not be denied enrollment for any of the following reasons: the child was born out of wedlock; the child is not claimed as a dependent on the individual's federal tax return; the child does not reside with the Subscriber; or the child does not reside in the local service area.
3. A person's eligibility for or receipt of Medicaid assistance shall not be considered in enrolling that person for Coverage or in making benefit payments.

**Policy: When it is Valid.**

Your coverage will become effective at 12:01 a.m. Eastern Time.

**Effective Date of Coverage:**

The date on which coverage for a Member begins under this Policy is called the effective date. If you enroll during the open enrollment, your Effective Date is January 1.

**Enrollment:**

The only time you may enroll in or change your coverage is once a year during the annual open enrollment period. However, if you have a triggering event, you may enroll at other times during the year. This is called a Special Enrollment. The triggering events are described on the next page.

## Special Enrollment

Unless otherwise specified, a Special Enrollment must be requested within 60-days of the triggering event. You may be required to submit documentation (proof) of your Special Enrollment event. If requested, proof must be submitted within 30 days of application. If proof is not received, the application for Special Enrollment will be denied.

You and your Dependent (when specified below) may enroll if one of the following triggering events occurs:

1. **Loss of Minimal Essential Coverage** – You or a Dependent loses minimum essential coverage. Loss of minimum essential coverage does not include loss due to 1) failure to pay premium (including COBRA premiums) even if the premium is unaffordable; 2) rescission; 3) voluntarily dropping coverage. Loss of minimal essential coverage includes:
  - Coverage through a job, or through another person’s job. This also applies if you’re now eligible for help paying for coverage because your employer stops offering coverage, or the coverage isn’t considered qualifying coverage.
  - Loss of qualifying COBRA contributions by an employer or former employer.
  - Medicaid or Children’s Health Insurance Program (CHIP) coverage (including pregnancy related coverage and medically needy coverage).
  - Medicare.
  - Individual or group health plan coverage that ends during the year, including student health insurance if it was a qualifying health plan.
  - Coverage under your parent’s health plan (if you’re on it), including when you turn 26 or the maximum dependent age allowed in your state and lose coverage. A Dependent who reaches the age of 26 years may remain on your Policy until the end of the month in which he or she reaches 26.
2. **Gaining or Losing a Dependent** – You gain a Dependent or become a Dependent through marriage, birth, adoption, court order, placement for adoption or placement in foster care.

A Special Enrollment is only granted when becoming or gaining a Dependent due to marriage when at least one of the spouses had coverage for at least one day in the 60 days prior to the marriage. You must also enroll in the same plan, or you may choose another plan if it is the same metal level as your current plan, if your current plan is no longer available.

You lose a Dependent or are no longer considered a Dependent through divorce or legal separation or death.

3. **Permanent Move** – You gain access to a **new Health Plan (a plan previously not available to you)** because of a permanent move. However, you must have had coverage at least one or more days in the 60 days prior to the move, unless you are moving from a foreign country or United States territory or as stated in regulations. Also, moving only for medical treatment or staying somewhere for vacation does not qualify you for a Special Enrollment Period.
4. **Domestic Abuse or Abandonment** – (i) You are a victim of domestic abuse or spousal abandonment, are enrolled in minimum essential coverage and seek to enroll in coverage separate from the perpetrator of the abuse or abandonment; or (ii) are a Dependent of a victim of domestic abuse or spousal abandonment, on the same application as the victim, may enroll in coverage at the same time as the victim.

**5. Other Qualifying Changes:**

- a. You apply for coverage at the State Medicaid or the Children’s Health Plan (CHIP) agency during the annual open enrollment period and are determined ineligible for Medicaid or CHIP after open enrollment has ended.
- b. You gain access to an individual coverage health reimbursement account (HRA) or are newly eligible for a qualified small employer health reimbursement arrangement (QSEHRA).

Your effective date for special enrollment for loss of minimum essential coverage is the first of the following month. Your effective date for special enrollment for triggering events other than loss of minimum essential coverage is:

<b>Triggering Event Occurs</b>	<b>Effective Date</b>
<b>Between the 1<sup>st</sup> and 15<sup>th</sup> of the month</b>	<b>The 1<sup>st</sup> of the following month</b>
<b>Between the 16<sup>th</sup> and the end of the month</b>	<b>The 1<sup>st</sup> of the next month</b>

If you marry, the Effective Date of coverage is the first day of the next month after we receive notice of the special enrollment.

For a loss of Minimum Essential Coverage, the Effective Date depends on when you request coverage and the date the loss of coverage occurs. You have 60 days before and 60 days after the loss of Minimum Essential Coverage to make a plan selection. The Effective Date will always be the first day of the month after the plan selection, or the date you lose coverage.

For a newborn child of the individual, Coverage is effective at birth provided the newborn is enrolled by the individual within 60 days of the newborn's birth and any required Premium is paid.

For an adopted child of the individual, Coverage shall be retroactive from the moment of birth for a child with respect to whom a decree of adoption by the individual has been entered within 31 days after the date of the child’s birth. If adoption proceedings have been instituted by the individual within 31 days after the date of the child’s birth and the individual has temporary custody, Coverage shall be provided from the moment of birth.

For adopted children other than a newborn, Coverage shall commence upon temporary custody and will continue as long as you have custody.

**Payment of Premium**

You are responsible for all Premiums due for your coverage, including the Premiums for Dependents that are covered under your Policy. Premiums are due and payable in full on or before the monthly due date. If you enroll in our automatic draft for your Premiums, and later decide to cancel the automatic draft, it must be cancelled at least three business days prior to the draft. The benefits described are available as long as the required Premium is paid. We will not accept payment of your Premiums from any health care Provider, health agency, health entity, public or private institution or any other person or entity which does not have an insurable interest.

If you previously had coverage with BlueChoice HealthPlan of South Carolina, Inc. or any of its affiliated companies, the policy was cancelled due to nonpayment of Premiums and you re-apply for coverage within 12 months, you will be required to pay all past due Premiums before you can activate new coverage or begin using benefits.

The Company bases Premiums on coverage selected, age, residence, tobacco use, and regulatory fees and taxes required by the Affordable Care Act. Premiums may only be changed at the beginning of your Benefit Period. At least 31 days prior to your new Benefit Period, you will receive notice of your new Premium.

If the Member's age, residence, or tobacco use has been misstated and if the amount of the Premiums is based on these factors, an adjustment in Premiums, coverage, or both, will be made based on the Member's true age, residence, or tobacco use. No misstatement of age, residence or tobacco use will continue insurance that has been otherwise validly terminated or terminate coverage otherwise validly in force.

When the Company pays a claim, the Company may deduct any Premium due from the claim payment.

At any time, the Company may notify the Member that no Premium is due for coverage for a certain period of time. The notification will include the reason for the waiver of Premiums and the length of time the waiver is in effect. This can occur when the Company needs to refund money to the Member or in situations involving a medical loss ratio rebate (see the **Medical Loss Ratio** Section in the *General Policy Provisions*). The Company is under no obligation to waive the Member's Premium and the fact that it may do so does not obligate it waive Premium in the future.

### **Grace Period**

Other than Premium for the initial month, a Grace period will be granted for the payment of Premiums. This means if your Premium is not paid on or before the date it is due, it may be paid during the Grace Period. If the Premium has not been paid by 12:01 a.m. of the day following the end of the Grace Period, your coverage will automatically terminate without further notice to you. The termination will be effective back to the Premium due date. Any claims paid after the last Premium paid date does not extend this coverage.

The Grace Period is 31-days. Benefits will not be allowed during the Grace Period until Premiums are paid.

### **Non-Discrimination**

Your receipt of a federal Premium subsidy, taking any action to enforce your rights under applicable law, Health Status-Related Factors, race, color, national origin, present or predicted disability, sex, gender identity sexual orientation, expected length of life, degree of medical dependency or quality of life will not affect your eligibility or Premiums for this coverage.

Premiums may not be increased, coverage cannot be denied, and wellness incentives may not be reduced or withheld based on the lawful ownership, possession, use or storage of a firearm or ammunition.

### **Termination of Insurance**

Your coverage will end at 12:01 a.m. Eastern Time the earliest of:

1. 14 days after we receive your written request, or
2. The date the Policy lapses due to non-payment of Premiums as determined by the Grace Period, or
3. On the Policy Effective Date if rescinded, or
4. If you are determined to be no longer eligible for coverage, your coverage in the plan will end on the last day of the month following the month in which you received notice of your ineligibility, or
5. If you move out of South Carolina.



A Dependent who reaches the age of 26 years may remain on your Policy until the end of the month in which he or she reaches 26. The Dependent is eligible to enroll in his or her own Policy, without evidence of insurability when coverage ends because he or she has reached age 26. He or she must apply for this Policy within 60 days of turning age 26 and pay the appropriate Premium. The Policy will provide the coverage currently being issued by BlueChoice which is most nearly similar to, but not greater than, the terminated coverage.

Your spouse is no longer eligible for coverage under this Policy if you are legally divorced. Your ex-spouse is eligible to enroll in his or her own Policy, without evidence of insurability. He or she must apply for coverage within 60 days following the entry of the legal divorce and pay the appropriate Premium. The Policy will provide the coverage currently being issued by BlueChoice which is most nearly like, but not greater than, the terminated coverage.

Rescission is a cancellation or discontinuance of coverage that has a retroactive effect. Coverage will not be rescinded for an individual once the individual is covered under this Policy, unless the individual, (or a person seeking coverage on behalf of the individual) performs an act, practice, or omission that constitutes fraud, or unless the individual makes an intentional misrepresentation of material fact. A cancellation or discontinuance is not a rescission if (a) the cancellation or discontinuance has only a prospective effect; or (2) the cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required Premiums as determined by the grace period.

We will not cancel this Policy retroactively and refund any Premium, whether or not you had any claims during that period of time except when coverage is rescinded.

### **Reinstatement**

If any renewal Premium is not paid within the Grace Period, the Policy will lapse automatically without further notice to you. We may reinstate the Policy if:

1. You request reinstatement; and
2. The unpaid Premium is not more than 60 days overdue; and
3. You pay all overdue Premiums (note: you will be given a conditional receipt for the Premiums); and
4. We approve your request for reinstatement.

If your request is approved, the Policy will be reinstated on the date it lapsed. Lacking such approval, the Policy will be reinstated on the 45<sup>th</sup> day after the date of the conditional receipt unless we have previously written you of our disapproval. The Policy will be reinstated on the date the Policy lapsed, if requirements (1) through (4) above have been met. If your request is disapproved, we will refund the Premium submitted.

After the Policy is reinstated, both parties will have the same rights as existed just before the due date. Any amendments to the Policy will still apply and remain effective after reinstatement.

## PRIMARY CARE PHYSICIANS AND PARTICIPATING PROVIDERS

### Primary Care Physician (PCP)

We encourage you to select a Primary Care Physician. By having a Primary Care Physician, if you need assistance he or she can't provide, he or she will help you find an in-Network Specialist.

You do not need prior Authorization from BlueChoice or from any other person (including your PCP) to obtain access to a pediatrician for children or gynecological care (from a Provider who specializes in gynecology) for women from a health care professional in our Network. The health care professional, however, may be required to comply with certain procedures, including obtaining prior Authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of Participating health care professionals who specialize in gynecology, contact BlueChoice at 786-8476 in Columbia or 855-816-7636, toll free from anywhere else. You can also visit our website at <https://www.BlueOptionSC.com/Findcare> for the most current list of Participating Physicians.

### Participating Providers.

Participating Providers are hospitals, skilled nursing facilities, home health agencies, hospices, Physicians, and other medical professionals who have agreed with the Company to do the following:

- File all claims for Covered Services with the Company,
- Collect only the Copayment, Deductible and Coinsurance amounts, if any, for Covered Services. These amounts, which are part of the charge for Covered Service that you pay, are shown in the Schedule of Benefits,
- Accept the fee schedule amount as payment in full for Covered Services, and
- Obtain the necessary Authorizations.

You should contact the Company if you are billed by a Participating Provider for Covered Services other than any applicable Coinsurance, Copayment or Deductible.

*Note: If you receive services at an in-Network Hospital, Hospital outpatient department, Critical Access Hospital, or Ambulatory Surgical Center, you may receive some services from an out-of-Network Provider. When this happens, those services may be covered as if they were provided in-Network, and you should not be billed for any Covered Services other than any applicable in-Network Coinsurance, Copayment or Deductible. However, if the out-of-Network Provider furnishes you with a notice and obtains your consent in advance, the services will not be covered by this Policy and you may be required to pay the full cost of those services or benefits you received from the out-of-Network Provider (except to the extent the services consist of "ancillary services" that must be covered on an in-Network basis in all cases, such as anesthesiology, pathology, radiology, neonatology, and laboratory services, or services for which there is no in-Network Provider available at the facility to furnish).*

### Verification of Participation Status.

You are responsible for verifying the participation status of the Physician, Hospital, or other Provider prior to receiving Covered Services. You may verify participation status by contacting Member Services through the website at <https://www.BlueOptionSC.com/Findcare>, or by calling 786-8476 in Columbia or 1-855-816-7636 when outside the Columbia area.

Enrolling for coverage does not guarantee the availability of a particular Participating Provider on the list of Providers. This list of Participating Providers is subject to change.

Companion Benefit Alternatives, Inc. (“CBA”) is responsible for managing Behavioral Healthcare Services (including Preauthorization) on behalf of BlueChoice.

**Referral Health Services by Non-Participating Providers.** If specific Essential Health Benefits cannot be provided by or through a Participating Provider, you are eligible for coverage for Covered Services obtained through non-Participating Providers. These services must be Authorized in advance through referral documentation designated by BlueChoice and are subject to the provisions, limitations and exclusions of this Policy. It is your responsibility to obtain this required Authorization prior to receiving the services.

## **Preauthorization**

Preauthorization is also called prior authorization, prior approval or precertification. It is important to understand what Preauthorization means. It means the service has been determined to be medically appropriate for the patient’s condition. **A Preauthorization does not guarantee that we will pay benefits.**

Preauthorization must be obtained for certain categories of benefits; a failure to get preauthorization may result in benefits being denied. We will make our final benefit determination when we process your claims. Even when a service is preauthorized, we review each claim to make sure:

- The patient is a Member under the Policy at the time service is provided.
- The service is a Covered Service. Policy limitations or exclusions may apply.
- The service provided was Medically Necessary as defined by your Policy, including appropriateness, health care setting, level of care and effectiveness.

A Preauthorization may only be for a specific period of time or number of visits/treatments. If you have any questions about this, please contact the Member Services Department.

If your request for Preauthorization of services is denied, you can request further review; see the *Claim for Benefits, Appeals and External Reviews* section of this Policy. Preauthorization denials are considered denied claims for purposes of appeals and grievances.

Network Providers in South Carolina will be familiar with the requirement to obtain Preauthorization and will get the necessary approvals. If a Network Provider in South Carolina does not get Preauthorization, it cannot bill you for services performed that would have been covered under the Policy or any penalties applied.

### **Prior Authorization.**

The following items require prior Authorization for benefits to be covered:

- All Inpatient Admissions, except for Emergency Admissions
  - For emergency admissions, you or someone acting on your behalf must notify BlueChoice no later than 24 hours after the admission or the next working day, whichever is later.
- Continued Inpatient Admissions.
- Outpatient facility admissions, except for Emergency Admissions
  - For emergency admissions, you or someone acting on your behalf must notify BlueChoice no later than 24 hours after the admission or the next working day, whichever is later.
- All Inpatient, Outpatient/office psychological testing, Intensive Outpatient and/or Partial Hospitalization programs, Repetitive Transcranial magnetic Stimulation (rTMS) and Electroconvulsive therapy and certain Prescription Drugs for Behavioral Health Disorders.
- Dental Services to Sound Natural Teeth Related to Accidental Injury after initial visit.
- Genetic counseling.

- Habilitation Services.
- Home Health Services
- Hospice Services.
- Covered transplants, which must be obtained from a Provider designated by BlueChoice.
- DME that has a purchase price or rental cost of \$500 or more. Any supplies used with DME must be Authorized every 90 days.
- Virtual colonoscopies, subject to medical management guidelines.
- Treatment of varicose veins.
- Services, supplies, or charges for a covered multi-disciplinary Pain Management Program, regardless of the state of location of the provider.
- Varicose vein procedures.
- Prescription Drugs as listed in the Prescription Drug List.
- Cardiac rehabilitation.
- Pulmonary rehabilitation.
- Dialysis.
- Radiation oncology.
- Injectable/infusible chemotherapy.
- Treatment of hemophilia.
- Advanced radiology.
- Nuclear cardiology.
- Musculoskeletal care
- Home infusion therapy.
- Home occupational therapy
- Home physical therapy.
- Home speech therapy.
- Biofeedback.

**Concurrent Review.**

BlueChoice will conduct concurrent review of all Inpatient Admissions. Each requested extension will be reviewed on a case-by-case basis. If the continued treatment is not approved, benefits may be denied for the continued portion of the treatment/stay. Network Providers in South Carolina are responsible for providing information relating to the concurrent reviews. In addition, if continued benefits are denied, Network Provider in South Carolina, can't bill you for the continued treatment/stay.

**Continuation of Care.**

If benefits under this Policy are no longer covered for a Provider due to a change in the Provider's terms of participation in the Network, such as the Network Provider's contract ends with BlueChoice or CBA is modified, or ends or is not renewed for any reason other than fraud or failure to meet specified quality standards, including suspension or revocation of the Provider's license, or the Contract is terminated, and you are a Continuing Care Patient of the Provider at the time, you may be eligible to continue to receive Network benefits for that Provider's services for a limited period of time. We will attempt to notify you if and when these situations arise with your Providers, and explain your right to elect continued Network coverage, but such continued Network coverage is not automatic; please contact us or have your Provider contact us in order to receive this continued Network coverage.

We recommend you use a form for this request. This form can be found by going to the website at [www.BlueOptionSC.com](http://www.BlueOptionSC.com) or calling the Member Service phone number on your BlueChoice ID card. Your treating Physician should include a statement confirming that you have a Serious Medical Condition. Upon receipt of your request, we will confirm the last date the Provider is part of our Network and a summary of continuation of care requirements. If additional information is necessary, we may contact you or the Provider.

If you qualify for continued in-Network status under this section, we will provide in-Network benefits for you, for those services from that Provider, for the course of treatment relating to your status as a Continuing Care Patient, for 90 days or until the date you are no longer a Continuing Care Patient with respect to the Provider, whichever occurs earlier. Such continued Network status is subject to all other terms and conditions of the Policy, including regular benefit limits.

### **Special Out-of-Network Rules.**

If you receive treatment from an out-of-Network Provider as described below, your treatment may be covered under the same terms as if the treatment had been received from an in-Network Provider, and the Allowed Amount for purposes of determining your Cost Sharing liability will be the Recognized Amount. This exception applies only if one of the situations described below applies. You will still be liable for any in-Network Cost Sharing amounts under all other terms of this coverage. These are the only circumstances in which BlueChoice will allow for out-of-Network services without prior Authorization and approval.

- You are treated in the emergency department of a Hospital or a free-standing emergency department where the facility or a treating Provider is not in-Network, including post-Stabilization services provided as part of Outpatient observation or an Inpatient or Outpatient stay relating to Emergency Services furnished at an emergency department visit. In emergency situations, no prior Authorization is required. For post-Stabilization services, the provider or facility may furnish you a notice of treatment by an out-of-Network provider and an opportunity to consent to the treatment in advance, in which case this section will not apply and the post-Stabilization services will not be covered by this Policy (except for services furnished due to unforeseen, urgent medical needs).
- You seek non-Emergency treatment at an in-Network Hospital, Hospital outpatient department, Critical Access Hospital, or Ambulatory Surgical Center, but during your treatment, you receive services from a non-Network Provider. An example of this would be if you have surgery performed in a Network Hospital; your surgeon is in-Network, but the anesthesiologist out-of-Network. Except for certain ancillary services, when this occurs, the Provider may furnish you a notice of treatment by a non-Network Provider and an opportunity to consent to the treatment in advance, in which case this section will not apply and those services will not be covered by this Policy.
- It is Medically Necessary for you to be transported by an air ambulance company not in our Network.

If you need assistance because one of the above actions has occurred, please contact us using the information on the back of your ID card or as shown in the section above titled “How to Contact Us.”

### **The BlueCard® Program.**

As a Blue Cross® and Blue Shield® Licensee, BlueChoice participates in a national program called the BlueCard Program. *This program benefits you when you receive Covered Services while traveling outside our service area (state of South Carolina).* The “BlueCard” is your BlueChoice identification card. Your card tells participating BlueCard hospitals and/or Physicians which independent Blue Cross and Blue Shield Licensee is yours.

If you need care for an urgent condition while away from home, follow these easy steps:

1. Always carry your current BlueChoice ID card for easy reference and access to service. Need your member ID card? Log in to My Health Toolkit® and your digital ID card is always available. You can view, print or share your member ID card any time you need it. Download the mobile app and you'll have your digital ID card right in your pocket. You can get the app through the App Store or Google Play. Just search for My Health Toolkit.
2. To find names and addresses of nearby Providers, visit the BlueCard Doctor and Hospital Finder website ([www.BCBS.com](http://www.BCBS.com)) or call BlueCard Access at 800-810-BLUE.
3. When you arrive at the Participating Provider, simply present your BlueChoice ID card.

After you receive care, you should not have to complete any claim forms. You should not have to pay for medical services other than your usual out-of-pocket expenses (non-Covered Services, Deductible, Copayment, and Coinsurance). You should see your primary care Physician for any follow-up care.

Blue Cross® and Blue Shield® of South Carolina underwrites the BlueCard Program.

## HOW TO GET HELP

It is only natural to have questions about your coverage and BlueChoice is committed to helping you understand your coverage so you can make the most of your benefits.

### **Your Fastest Place for Answers – [www.BlueOptionSC.com](http://www.BlueOptionSC.com)**

You can find quick and easy answers to your health coverage questions any time day or night. When you go to [www.BlueOptionSC.com](http://www.BlueOptionSC.com), you will find useful tools that can help you better understand your coverage.

Here are some of the things you can do on our website:

- Learn more about our products and services.
- Stay informed with all the latest BlueChoice HealthPlan news, including press releases.
- Find links to other health-related websites.
- Locate a network Physician, Hospital or Pharmacy.
- Use My Health Toolkit®.

### **My Health Toolkit**

Visit [www.BlueOptionSC.com](http://www.BlueOptionSC.com) and access My Health Toolkit to:

- Check your eligibility.
- See how much you have paid toward your Deductible or Coinsurance maximum.
- Check on Authorizations.
- Check the status of your claims.
- Order a new ID card or view and share your digital ID card.
- See if our records show if you have Other Health Insurance.
- Ask a Member Advocate a question through secure e-mail.
- View your Explanation of Benefits (EOB).
- Go paperless with our on-line bills and Explanations of Benefits
- Pay your bill
- Rate your doctor
- Estimate costs
- View your Policy documents, including your Summary of Benefits and Coverage (SBC)

## Questions

You can also call our Member Services department. Advocates are available to help you Monday through Friday, 8:30 a.m. to 5 p.m. Eastern Time.

From Columbia, dial 786-8476.  
From anywhere else in the state, dial 855-816-7636, toll free.

If you can't call, write to the following address:

BlueChoice HealthPlan of South Carolina, Inc.  
P.O. Box 6170  
Columbia, South Carolina 29260

Be sure to put your ID number in your letter, along with your name, address and telephone number. When you write or call, BlueChoice will do everything it can to help you.

## COVERED SERVICES

Benefits for all services are subject to the provisions of this Policy. To be covered under this Policy, services must be:

1. Medically necessary and appropriate,
2. Not be Experimental or Investigational in nature and
3. Provided by a Participating Provider.

This applies to all services except for treatment of an Emergency Medical Condition, dental care and vision care as described below.

Benefits are subject to all limitations, exclusions, Copayments, Deductibles, Coinsurance and Maximum Payment amounts specified in this Policy and the Schedule of Benefits. **There are no annual or lifetime dollar limits on Essential Health Benefits.** Expenses for Covered Services will be paid according to the benefits stated in the Schedule of Benefits.

Benefits payable under this Policy are not assignable to a non-Participating Provider unless otherwise determined by the Company. Any benefits payable for Covered services of such Providers will be based on the Allowable Charge.

The following are Covered Services:

### **Ambulance Services –**

Professional ambulance services to a local Hospital in the United States are covered in connection with an acute injury or Emergency Medical Condition. Coverage is also provided in connection with an interfacility transport between acute care facilities in the United States, when Medically Necessary due to the requirement for a higher level of services. No benefits are provided for international ambulance services or ambulance services used for routine, non-Emergency transportation, including, but not limited to, travel to a facility for scheduled medical or surgical treatments, such as dialysis or cancer treatment or transfer to a sub-acute place of care such as a Skilled Nursing Facility. All claims for ambulance services are subject to medical review to determine if Medically Necessary. The Allowed Amount of ambulance services provided by out-of-Network Providers will be determined in accordance with applicable Fee Schedule.

**Air Ambulance Transportation:** Preauthorization is required for transportation as an Inpatient from one Hospital to a second Hospital using an air ambulance. The following requirements must be met:

- The first Hospital does not have needed hospital or skilled nursing care for the member’s illness or injury (such as burn care, cardiac care, trauma care, and critical care);
- The second Hospital is the nearest medically appropriate Facility;
- A ground ambulance transport endangers the Member’s medical condition; and
- The transport is not related to a hospitalization outside the United States.

Cost-Sharing for out-of-Network air ambulance services is described in the “Special Out-of-Network Rules” section above.

### **Birth Control –**

Benefits are provided for oral contraceptives and contraceptive devices. Birth control includes female sterilization.

### **Blue CareOnDemand<sup>SM</sup> –**

We provide you with access to *Blue CareOnDemand*, a telehealth service through which you can seek treatment from U.S. licensed health care professionals 24 hours a day, seven days a week and 365 days a year using the convenience of video consultation. Blue CareOnDemand providers can treat many of the most common health issues, such as cold and flu symptoms, allergies, skin irritations, pinkeye, ear infections, bronchitis, sinus infections and other specialties. We encourage Members to use the convenience of Blue CareOnDemand for treating unexpected, non-emergency health issues. There are two ways for Members to register and create their patient profiles:

1. Download the Blue CareOnDemand mobile app from the App Store or Google Play.
2. Visit [www.BlueCareOnDemandSC.com](http://www.BlueCareOnDemandSC.com).

Once registered, Members can log in to the mobile app or website as needed and consult with doctors through video visits.

Blue CareOnDemand is offered through American Well, an independent company that provides telehealth hosting and software services on behalf of BlueChoice. Telehealth is not a replacement for primary care doctors. Members should maintain relationships with their primary care doctors and continue scheduling office visits for preventive care.

### **Breastfeeding Support, Supplies and Counseling –**

Benefits will be provided for breastfeeding support and counseling. Breastfeeding support includes benefits for breast pumps. Breast pumps must be purchased from a Provider we designate and are limited to one per year.



### **Cleft Lip and Palate –**

Benefits will be provided for the care and treatment of a cleft lip and palate and any condition or illness that is related to or caused by a cleft lip and palate. Cleft lip and palate means a congenital cleft in the lip or palate or both. Care and treatment will include, but are not limited to:

1. Oral and facial Surgery, surgical management and follow-up care;
2. Prosthetic treatment such as obturators, speech appliances and feeding appliances;
3. Orthodontic treatment and management;
4. Treatment and management for missing teeth (prosthodontics);
5. Ear, nose and throat (otolaryngology) treatment and management;
6. Hearing (audiological) assessment, treatment and management including surgically implanted hearing aids; and
7. Physical therapy assessment and treatment.

If a Member with a cleft lip and palate is also covered by a dental Policy, then teeth capping, prosthodontics and orthodontics will be covered by the dental Policy to the limit of coverage provided. Any excess after that will be provided by this Policy.

### **Clinical Trials –**

Benefits are provided routine patient care costs and services related to an Approved Clinical Trial for a qualified individual. The individual must be eligible to participate according to the trial protocol and EITHER of the following conditions must be met:

- The referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate, or
- The individual provides medical and scientific information establishing that the individual's participation in the clinical trial would be appropriate.

In addition to qualifying as an individual, the clinical trial must also meet certain criteria for patient care costs and services to be covered.

### **Dental Care –**

Reimbursement up to \$50 is provided for one oral examination every six months by or under the direction of a licensed dentist. Reimbursement up to \$50 is also provided for one dental cleaning (prophylaxis) every six months by or under the direction of a licensed dentist. This service does not have to be Authorized. You will have to file a request for reimbursement to the Company to receive reimbursement. Other than preventive dental services listed above, there is no Coverage for other dental services related to the teeth and supporting structures, unless specifically listed in this Section of the Policy. These reimbursements do not apply to your Deductible or your Maximum Out-of-Pocket expenses.

### **Dental Services to Sound Natural Teeth Related to Accidental Injury –**

Care is for treatment, Surgery or appliances caused by accidental bodily injury (except dental injuries occurring through the natural act of chewing). It's limited to care completed within six months of such accident and while the patient is still covered under this Policy. Members can choose to go to a licensed dentist of his/her choice. Benefits are subject to the Deductible and Coinsurance. The first emergency visit does not require prior Authorization. Any follow-up visit must be Authorized in advance. The dentist should submit an outline of the plan of treatment to BlueChoice's review before any further treatment is provided.

### **Diabetes Management –**

Benefits are provided for equipment, supplies, Outpatient self-management training and education including nutritional counseling for the treatment of Members with diabetes. A health care professional must follow minimal standards of care for diabetes as adopted and published by the Diabetes Initiative of South Carolina.

Diabetes self-management training and education will be provided on an Outpatient basis when done by a registered or licensed health care professional certified in diabetes education.

### **Durable Medical Equipment (DME) –**

Benefits are provided for DME and certain orthotics and supplies. If more than one item can meet your functional needs, benefits are available only for the item that meets the minimum specifications for your needs. If you purchase an item that exceeds these minimum specifications, we will only pay the amount that we would have paid for the items that meets the minimum specifications and you will be responsible for paying any difference in cost.

Prior Authorization is required before you get the DME if the purchase price or rental cost is \$500 or more. In addition, supplies used with the DME must be prior Authorized every 90 days. If prior Authorization is not obtained, no benefits will be provided.

### **Emergency Services –**

Use of the Emergency Room is intended only for persons who are experiencing an Emergency Medical Condition, as defined in this Policy. We will review requests for benefits after an Emergency Room visit to determine it meets the definition of an Emergency Medical Condition. Requests for services that do not meet this standard will be denied as not covered.

Benefits are available to treat an Emergency Medical Condition at a Hospital Emergency Room, free-standing Emergency Room or at an Urgent Treatment Center, and only for as long as your condition continues to be considered an Emergency. If you receive care for an Emergency Medical Condition and are treated in the Emergency Room at a Hospital, the charges for Emergency Services are paid as follows:

1. Emergency Care Benefits – In-Network and Out-of-Network
  - A. Benefits are provided for services and supplies for Stabilization and/or initial treatment of an Emergency Medical Condition. If possible, call your Primary Care Physician prior to seeking treatment. If it is not possible to call your Primary Care Physician or delaying medical care would make your condition dangerous, please go to the nearest Hospital. Your claim for Emergency Services will be reviewed to ensure it meets the definition of an Emergency Medical Condition. If your claim does not meet the criteria for an Emergency Medical Condition, benefits will be denied whether the service is provided by an in-Network Provider or not.

If you are admitted to a Hospital due to an Emergency Medical Condition, you or someone acting on your behalf must contact BlueChoice within 24 hours or the next working day, whichever is later at 800-950-5387. If the Admission occurs outside the Local Service Area or at an out-of-Network Provider, you may be required to transfer to a Hospital within the Local Service Area once your condition has Stabilized to receive benefits. If an Admission occurs within 24 hours after an Emergency visit as a result of the Emergency Medical Condition, the Emergency Copayment, if any, will be waived and the applicable Copayment for Admission will be assessed.

To be covered, any follow-up care must be provided by an in-Network Provider.

Cost Sharing for Emergency Services for an Emergency Medical Condition is described in the “Special Out-of-Network Rules” section above.

- B. Elective care, routine care, care for minor illness or injury, or care which reasonably could have been foreseen is not considered an Emergency Medical Condition and is not covered. Examples of non-Emergency Medical Conditions are Prescription Drug refills, removal of stitches, requests for a second opinion, screening tests or routine blood work, follow-up care for chronic conditions such as high blood pressure or diabetes.
- C. Urgent Care Services are Covered Services when provided by a Participating Physician or at a Participating Alternate Facility such as an urgent care center or after-hours facility. Urgent care provided by a non-Participating Provider is Covered when Authorized by BlueChoice in advance or within 24 hours of receiving the service. Follow-up care is a Covered Service when provided by a Participating Physician.

#### **Genetic Counseling –**

Benefits are provided for Genetic Counseling. Routine breast cancer susceptibility gene (BRCA) testing is also covered for women whose family history is associated with an increased risk for deleterious mutations in the BRCA1 or BRCA2 genes. Prior Authorization is required.

#### **Habilitation Services –**

Benefits include Physical, Occupational and Speech Therapy for the purpose of assisting a Member with achieving developmental skills, such as a developmental speech delay, developmental communication disorder, or a developmental coordination disorder. Benefits are provided when a Physician prescribes therapy and it is performed by a licensed, professional physical, occupational or speech therapist. Preauthorization is required. If Preauthorization is not obtained, no benefits will be provided. Habilitation Services are limited to 30 visits per Member per Benefit Period.

#### **Home Health Care Services –**

Benefits are provided to an essentially homebound Member in a personal residence. Home health care must be provided by, or through a community home health agency on a part-time visiting basis and according to a Physician-prescribed course of treatment. We must pre-authorize the care based on established home health care treatment before you are eligible. If prior Authorization is not obtained, no benefits will be provided. Home Health Care Services are limited to 60 visits per Member per Benefit Period. Home health care includes:

1. Services by a registered nurse (RN) or licensed practical nurse (LPN);
2. Services provided by a home health aide or medical social worker;
3. Nutritional guidance;
4. Diagnostic services;
5. Administration of Prescription Drugs;
6. Medical and surgical supplies;
7. Oxygen and its use; and
8. Durable Medical Equipment (A separate prior Authorization is not needed when we approve the entire Home health care plan).

### **Hospice Services –**

Benefits are provided for hospice services. We must prior Authorize hospice services before you are eligible for this care. The services must be provided according to a Physician prescribed treatment plan. If prior Authorization is not obtained, no benefits will be provided. Hospice Services are limited to 6 months per Member per episode. Hospice services include:

1. Services provided by a registered nurse (RN) or licensed practical nurse (LPN);
2. Physical, speech and occupational therapy (Benefit Period Maximum applies)
3. Services provided by a home health aide or medical social worker;
4. Nutritional guidance;
5. Diagnostic services;
6. Administration of Prescription Drugs;
7. Medical and surgical supplies;
8. Oxygen and its use;
9. Durable Medical Equipment (A separate Authorization is not needed when we approved the entire Hospice Service plan); and
10. Family counseling concerning the patient's terminal condition.

**Inpatient Facility Services –** Benefits are provided for a comprehensive range of benefits when a Member is hospitalized in a Hospital, Skilled Nursing Facility, Residential Treatment Facility or Long-Term Acute Care Facility. The admission must be ordered, provided or arranged under the direction of a Physician except for an Emergency admission. BlueChoice must authorize the admission in advance except for an emergency admission.

1. **Inpatient Hospital.** Covered Services for Inpatient Hospital care include room and board and related ancillary and diagnostic services and supplies. Medically Necessary services provided in a special care unit are also Covered Services.
2. **Skilled Nursing Facility, Residential Treatment Facility or Long-Term Acute Care Facility.** Covered Services include room and board for semi-private accommodations, rehabilitative treatment, and related ancillary and diagnostic services and supplies. Benefits are limited to 60 days per Benefit Period unless otherwise specified in the Schedule of Benefits.

### **Immunizations –**

Benefits will be provided for immunizations as recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC), the United States Preventive Services Task Force (USPSTF), and Health Resources and Services and Administration (HRSA). The recommendations may include age and/or frequency restrictions. Immunizations do not include those recommended prior to travel outside the United States. The ACIP, CDC, USPSTF and HRSA are independent organizations that offer health information and recommendations; they are not affiliated with BlueChoice.

### **Laboratory, Radiology, Diagnostic and some Therapeutic Services –**

Benefits will be provided for procedures to identify the nature and/or extent of medical and Behavioral Health conditions or diseases. Services and supplies for radiology and some therapeutic treatments will also be provided. We will reduce benefits for Inpatient diagnostic services to the level of benefits for Outpatient services when services could have been safely done on an Outpatient basis.

### **Mastectomy and Reconstruction –**

Benefits include Hospitalization for at least 48 hours following a mastectomy. If you are released early, then we will provide benefits for at least one home care visit if the attending Physician orders it.

We will also provide benefits for Prosthetic Devices, reconstruction of the breast on which the mastectomy was performed and physical complications for all stages of mastectomy including lymphedemas. This includes Surgery and reconstruction of the non-diseased breast to produce a symmetrical appearance as determined in consultation with the attending Physician and the patient.

### **Maternity Care –**

Benefits will be provided for pre- and postnatal care, including the hospitalization and related professional services for at least 48 hours after a vaginal delivery (96 hours following a Cesarean section) or the date of discharge from the Hospital — whichever occurs first. The day of delivery or Surgery is not counted in the 48 hours after vaginal delivery (96 hours for Cesarean Section).

Prior Authorization is not required for hospitalization related to the delivery of a newborn child when the Hospital stay is 48 hours or less for a vaginal birth or 96 hours or less for a Cesarean section. The day of delivery, Surgery or birth is not counted in the 48 or 96 hours. If you or the newborn are not released within these timeframes, you or your Provider should contact BlueChoice for Authorization for a continued stay. If you are in a network Hospital, the Hospital should contact us for this Authorization.

### **Medical Supplies –**

Benefits will be provided for items you need for treatment of an illness or injury and must be dispensed by or under the direction of your primary care Physician. Supplies include syringes and related supplies for conditions such as diabetes, dressings for cancer or burns, catheters, external opening (ostomy) bags, test tapes, kidney (renal) dialysis supplies and surgical trays.

### **My Health Novel® –**

My Health Novel helps members make healthy lifestyle changes and reach their health goals by matching them to programs based on their risk factors, interests and preferred method of participation (i.e., in person or on-line).

### **My Health Novel® Weight Management Program –**

If you wish to make healthy lifestyle changes to manage your weight and reach your health goals, log onto My Health Toolkit to complete an assessment to determine if you are eligible to participate in a weight management program offered through My Health Novel. Members who are eligible to participate will be matched to programs based on their risk factors, interests and preferred method of participation (i.e., in person or on-line).

### **My Life Consult<sup>SM</sup> –**

Three visits for Life Management Services and three visits for Individual and Family Counseling are provided under an agreement with First Sun EAP. First Sun EAP is a separate company that does not offer BlueChoice products. These services are offered by First Sun EAP, not BlueChoice. BlueChoice has no responsibility for these services. For services, please call First Sun EAP at 1-800-968-8143. First Sun EAP staff is available 24 hours a day, seven days a week.

Costs associated with these visits do not apply to your Deductible or your Maximum Out-of-Pocket expenses.

### **Newborn Child Coverage –**

Coverage for the newborn child shall include, but is not limited to, routine nursery care and/or routine well-baby care during the initial period of Hospital confinement. A newborn child must be enrolled, and applicable Premium must be paid for benefits to be paid.

### **Pain Management Program –**

We may, according to our Medical Guidelines, approve services for a multi-disciplinary Pain Management Program that includes Physicians of different specialties and non-Physician Providers who (i) specialize in the assessment and management of patients with a range of painful diagnoses and chronic pain and (ii) provide the interventions needed to allow the patients to develop pain coping skills and discontinue analgesic medication. Services, supplies or charges for a multi-disciplinary Pain Management Program must be Authorized in advance. Pre-authorization approval shall be on a case-by-case basis, in our discretion, and contingent upon such program satisfying our medical policies. The Member is solely responsible for seeking Authorization in advance, regardless of the State of location of the provider offering the Multi-disciplinary Pain Management Program.

### **Physician Services (Primary Care Physician and Specialist) –**

Benefits are provided for the following:

1. Office/Outpatient Services – Care and consultation by a Physician or other clinician in an Outpatient setting for the examination, diagnosis or treatment of an injury, illness or Behavioral Health Service.
2. Inpatient Services – Care and consultation provided in an Inpatient setting for the examination, diagnosis or treatment of an injury, illness or Behavioral Health Service.
  - a. Inpatient and Intensive Care Visits – Visits are limited to one per day. Inpatient medical services also include diagnostic services and therapy services done concurrently with medical or Behavioral Services care.
  - b. Consultation – If a consultation with another Physician is ordered by a patient's attending Physician, benefits are provided for one consultation per consulting Physician.

We will not provide benefits for daily medical visits by more than one Physician unless the Member has a separate medical or Behavioral condition the attending Physician cannot treat. In this type of situation, benefits may be provided for one daily visit by each Physician.

3. Surgery – Benefits include pre- and post-operative care as well as daily care by the Physician who performed the Surgery if you are Inpatient.

Benefits are provided for medical visits by another Physician when you have a condition the Physician who performed the Surgery cannot treat.

- a. Multiple Surgical Procedures – When multiple surgical procedures are performed through the same incision or body opening during one operation, benefits are provided only for the primary procedure unless more than one body system is involved or the procedures are required for management of multiple traumas.

If two or more surgical procedures are performed through different incisions or body openings during one operation, benefits are provided for the additional procedures at 50 percent of the Allowable Charge for each procedure.

If a procedure that could have been performed in one step or stage is instead performed in two or more steps or stages, the total benefits payable will be limited to the Allowed Amount as if the procedure had been performed in one step or stage.

If two or more Physicians, other than an assistant at Surgery or anesthesiologist, perform procedures in conjunction with one another, we will prorate the Allowed Amount between them when so required by the Physician in charge of the case. This benefit is subject to the above paragraphs.

When more than one skin lesion is removed at one time, we provide full benefits for the largest lesion, 50 percent of the Allowed Amount is covered for the removal of the second largest lesion and 25 percent of the Allowed Amount is covered for removing any other lesions.

We designate certain surgical procedures that are normally exploratory in nature, as "Independent Procedures." The Allowable Charge is covered when such a procedure is performed as a separate and single procedure. However, when an Independent Procedure is performed as an integral part of another surgical service, only the Allowable Charge for the major procedure will be covered.

- b. Surgical Assistant – Services of a Physician who actively assists the operating Physician during an eligible Surgery in a Hospital are only available if all of the following conditions are met:
    - The complexity of the procedure or the patient’s condition warrants an assistant surgeon
    - An intern, resident or house Physician is not available to assist
    - Non-Physicians (e.g., Physician’s assistants, first assistants, certified surgical assistants and nurse practitioners) are considered ancillary support for the surgeon and will not be considered an assistant at surgery, unless the non-Physician is credentialed for the procedure and at the Hospital where it is performed.
  - c. Anesthesia – Benefits are available for services provided by a Physician or a certified registered nurse anesthetist, other than the attending surgeon or his assistant.
4. Chemotherapy – Benefits include the treatment of malignant disease by chemical or biological antineoplastic agents that have received full, unrestricted market approval from the FDA.
  5. Dialysis Treatment – Benefits include the treatment of acute renal failure or chronic irreversible renal insufficiency to include hemodialysis or peritoneal dialysis. Dialysis treatment includes home dialysis. Dialysis treatment must be Authorized by BlueChoice.
  6. Radiation Therapy – Benefits include the treatment of disease by X-ray, radium or radioactive isotopes.

*Note: If you receive services at an in-Network Hospital, Hospital outpatient department, Critical Access Hospital, or Ambulatory Surgical Center, you may receive some services from an out-of-Network Provider. When this happens, those services may be covered as if they were provided in-network, and you should not be billed for any Covered Services other than any applicable in-network Coinsurance, Copayment or Deductible. However, if the out-of-Network Provider furnishes you with a notice and obtains your consent in advance, the services will not be covered by this Policy and you may be required to pay the full cost of those services or benefits you received from the out-of-Network Provider (except to the extent the services consist of “ancillary services” that must be covered on an in-Network basis in all cases, such as anesthesiology, pathology, radiology, neonatology, and laboratory services, or services for which there is no in-network Provider available at the facility to furnish).*

### **Prescription Drugs –**

Benefits are provided for the Prescription Drugs listed in the Prescription Drug List (PDL) BlueChoice works with a team of health care Providers to choose drugs that provide quality treatment. We cover drugs on the PDL if:

- The drug is Medically Necessary; and
- It is filled at a Network Pharmacy; and
- Other requirements are followed, including but not limited to: Prior Authorization, Quantity Limits and Step Therapy.

The PDL has six coverage levels called tiers. The Schedule of Benefits shows how much you pay for a drug on each of the tiers.

Benefits are limited to 31-day supply when purchased at retail Pharmacy and a 90-day supply when purchased through the Mail-Order Pharmacy. A 90-day supply **is not available** for Specialty Drugs, or any prescription filled at a retail pharmacy. More information about the PDL and Network Pharmacies can be found on the Blue Option website at [www.BlueOptionSC.com/Formulary](http://www.BlueOptionSC.com/Formulary). Tiers are explained below.

- Tier 0 – These drugs are considered preventive medications under the Affordable Care Act, and we cover them at no cost to you.
- Tier 1 – Drugs on this tier are usually preferred generic drugs. They will typically cost the least amount of money out of your pocket.
- Tier 2 – Drugs on this tier are usually generic drugs. They will typically cost less than brand-name drugs.
- Tier 3 – Drugs on this tier are usually preferred brand-name drugs. They typically cost less than other brand-name drugs.
- Tier 4 – Drugs on this tier are usually non-preferred brand-name drugs. They typically cost more than other brand drugs and may have generic equivalents.
- Tier 5 – Drugs on this tier are usually preferred specialty drugs that are used to treat complex conditions. They are typically expensive.
- Tier 6 – Drugs on this tier are usually specialty drugs that are used to treat complex medical conditions. They are typically the most expensive drugs available.

No tier is restricted to a specific class of prescription drugs. Any tier may contain a mix of generic, brand or non-brand name drugs or specialty medications, including infusible or injectable drugs.

Benefits are provided only for the most cost-effective Prescription Medication available at the time dispensed whenever medically appropriate and in accordance with all legal and ethical standards.

We will provide benefits for off-label use of Prescription Drugs that haven't been approved by the FDA for the treatment of a specific type of cancer for which the drug was prescribed, provided the drug is recognized for treatment of that specific cancer in at least one standard reference compendium or the drug is found to be safe and effective in formal clinical studies. These results must have been published in peer-reviewed professional medical journals.

If a Participating Physician prescribes a non-generic drug for which there is a less-expensive equivalent generic or covered over-the-counter drug available, and you request the non-generic drug, then any difference between the cost of the covered generic or covered over-the-counter drug and the higher cost of the non-generic drug will be your responsibility. This will be in addition to any Copayment or Coinsurance appropriate to the non-generic drug being purchased. The difference you must pay between the cost of the Generic Drug and the higher cost of the Brand-name Drug does not apply to your Deductible or your Maximum Out-of-pocket. In no instance will the Member be charged more than the actual retail price of the drug.

Until your Out-of-pocket Maximum is met, you will pay one or more of the following for each Prescription Drug, depending on the plan selected: Prescription Drug Deductible, Copayment, Deductible and/or Coinsurance. Once you have met your Out-of-pocket Maximum, you will no longer have to pay out-of-pocket for covered benefits until a new Benefit Period begins.



There may be additional requirements or limits on some medications on the Prescription Drug List. These requirements and limits may include:

- **Prior Authorization (PA):** If your drug needs prior authorization, your doctor will have to get approval before we will cover your drug. Drugs that require Prior Authorization are shown in the Prescription Drug List. Your doctor will have to get approval before we will cover your drug. There are different reasons a drug might require prior authorization. One is to make sure it's being used for the condition(s) it was approved for by the United States Food and Drug Administration (FDA). Another is because there are drugs that usually work just as well but cost less.
- **Quantity Limits (QL):** If your drug has a quantity limit, we will only cover a certain amount of the drug in a specified period, usually a month. This is to make sure you are using the drug safely and based on the FDA guidelines. If we determine a Member has used multiple Doctors or Pharmacies to obtain quantities of Prescription Drugs in excess of what is allowed or recommended, we reserve the right to require the use of a designated Provider for prescribing the medication and/or a specific Pharmacy to fill all prescriptions for that medication.
- **Step Therapy (ST):** If your drug has a step therapy requirement, we will only cover second choice drugs if you have already tried a first-choice drug and it didn't work for you. The reason for a particular step therapy requirement may be because there are drugs that usually work just as well but will cost you less. It may also be because some drugs are approved by the FDA specifically as second-choice drugs or as add-ons to other medication.

We contract with a pharmacy benefit manager to manage the pharmacy Network, and/or Specialty Drug Network Providers, and to perform other administrative services, including negotiating prices with the pharmacies in this Network. OPTUMRx<sup>®</sup> is an independent company that offers a pharmacy network on behalf of BlueChoice HealthPlan of South Carolina, Inc.

BlueChoice receives financial credits directly from drug manufacturers and through a pharmacy benefit manager. The credits are used to help stabilize overall rates and to offset expenses. Reimbursements to Pharmacies, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance percentage that a Member must pay for Prescription Medications is based on the negotiated rate or lesser charge at the pharmacy and does not change due to receipt of any drug credit by BlueChoice. Copayments are flat amounts and likewise do not change due to receipt of these credits.

**Formulary Exception Request (standard or expedited):** If a drug is not covered, it may be helpful to discuss other covered alternatives with your Physician; or, if not medically viable, you may request a formulary exception. An exception request may be made by the Member, the Member's designee, or the Member's prescribing Provider (or other prescriber, as appropriate). To request and gain access to clinically appropriate drugs not otherwise covered by the health plan, you may contact our Pharmacy Benefit Manager (PBM). Our Pharmacy Benefit Manager will work with the prescribing physician to obtain any medical records or other necessary information to process the request. We must act on a standard request within 72 hours and on an expedited request within 24 hours after we receive your request for a formulary exception. Expedited requests are available only when you have exigent circumstances: a health condition that may seriously jeopardize your life, health, or ability to regain maximum function or when you are undergoing a current course of treatment using a non-formulary drug. For a standard formulary exception, we will notify you no later than 72 hours following receipt of the request, and if approved, will provide coverage of the approved non-formulary drug for the duration of the prescription, including refills. For an expedited formulary exception, the determination will be made no later than 24 hours following receipt of the request and, if approved, will provide coverage of the non-formulary drug only for the duration of the exigent circumstances.

If your formulary exception request is denied, you can ask for an external exception review. The request can be made by you or your prescribing Provider. You can ask for an exception review by contacting us to begin the process at:

OptumRx  
Prior Authorization Department  
P.O. Box 25183  
Santa Ana, CA 92799  
Fax: 844-403-1029

The external exception review will be assigned to an independent review organization that will decide on your exception review. We will notify you or your designee, along with the prescribing Provider, of the coverage determination. If the original request was a standard formulary exception request, we will notify you no later than 72 hours following receipt of the request, and if approved, will provide coverage of the approved non-formulary drug for the duration of the prescription. If the original formulary exception request was an expedited request, the determination will be made no later than 24 hours following receipt of the request and, if approved, will provide coverage of the non-formulary drug only for the duration of the exigency.

#### **Preventive Screenings –**

A limited number of services are provided as preventive care with no cost sharing. Benefits will be provided as follows:

- The United States Preventive Services Task Force (USPSTF) recommended Grade A or B services.
- Services recommended for children and women by Health Resources and Services Administration (HRSA).
- Preventive prostate screenings and lab work according to the American Cancer Society (ACS) guidelines.
- Pediatric oral and vision care as recommended by the United States Preventive Services Task Force (USPSTF) Grade A or B services and Health Resources and Services Administration (HRSA).
- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC).
- Any item, service, or immunization that is intended to prevent or mitigate coronavirus disease 2019 (COVID-19) and that is, with respect to the individual involved (1) an evidence-based item or service that has in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force, or (2) an immunization that has in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (regardless of whether the immunization is recommended for routine use).

Virtual colonoscopies may be covered but are subject to medical management guidelines and are subject to Preauthorization. Multitargeted stool DNA testing (FIT-DNA) must meet BlueChoice's medical guidelines and/or policies to be covered.

**These services are covered only when provided by a Participating Provider. Preventive care (except Preventive Pap Smear) must meet the age and/or condition guidelines/recommendations of the USPSTF, ACIP, CDC, HRSA or ACS to be covered at no cost to the Member. These organizations and agencies are independent organizations that offer health information and recommendations; they are not affiliated with BlueChoice.**

**Prosthetics –**

Benefits are provided for a prosthetic, other than a dental or cranial prosthetic, which meets minimum specifications for the body part it is replacing regardless of the functional activity level. If more than one prosthetic device can meet your functional needs, Benefits are available only for the prosthetic device that meets the minimum specifications for your needs. If you purchase a prosthetic device that exceeds these minimum specifications, we will pay only the amount that we would have paid for the prosthetic that meets the minimum specifications, and you will be responsible for paying any difference in cost. The item must be a standard, non-luxury item as determined by us. Benefits are provided only for the initial temporary and permanent prosthesis. Services related to the repair or replacement of a prosthetic are only considered necessary when due to a change in the Member's medical condition. A penile prosthesis will be considered for benefits only after prostate Surgery. Prosthetic devices are limited to one device per Member per episode.

**Rehabilitation Services –**

Include:

**Cardiac Rehabilitation –**

Benefits are provided for Phase 1 and 2 cardiac rehabilitation when provided within 30 days following a cardiac event.

**Physical, Occupational and Speech Therapy –**

Benefits are provided when a Physician prescribes therapy and it is performed by a licensed, professional physical, occupational or speech therapist. Physical, Occupational and Speech Therapy service are limited to 30 visits per Member per Benefit Period for all services combined.

**Pulmonary Rehabilitation –**

Benefits are provided when pulmonary rehabilitation is in conjunction with a covered lung transplant.

Prior Authorization is required for Inpatient Rehabilitation.

**Telehealth –**

Benefits will be provided for Telehealth services that are initiated by either a Member or Provider and are provided by Network Providers who have been credentialed as eligible Telehealth Providers.

**Telemedicine –**

Benefits will be provided for Telemedicine when provided through a Provider we designate. Services include, but are not limited to, consultation, diagnosis and treatment where the services would otherwise be covered if you were "in person." Telemedicine visits are considered office visits and will count toward any limits for office visits.

Telemedicine services will be covered when the services performed are Covered Services under this Policy and under the following circumstances:

1. The medical care is individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not more than the Member's need; and,
2. The medical care can be safely furnished, and there is no equally effective, more conservative and less costly treatment available.

The following examples are services that are not Telemedicine services and will not be covered:

1. Telephone conversations;
2. E-mail messages;
3. Facsimile transmissions; or
4. Internet-based audio-video communication that is not secure and HIPAA-compliant (e.g., Skype).

## **Transplants (Human Organ and/or Tissue) –**

We provide benefits for covered transplants only when you obtain prior Authorization and use a Provider we designate.

Organ transplant coverage includes all expenses for medical and surgical services a Member receives for human organ and/or tissue transplants while the Member is covered under this Policy. This includes donor organ procurement.

1. Benefits for certain living donor transplants covered under this Policy, include but are not limited to, kidney, liver and specific tissue transplants. Benefits will be subject to the following conditions:
  - a. When both the transplant recipient and the donor are Members, benefits will be provided for both.
  - b. When the transplant recipient is a Member and the donor is not, benefits will be provided for both.
  - c. When the transplant recipient is not a Member and the donor is, no benefits will be provided to either the donor or the recipient.
2. Benefits are provided for the specified transplants listed below. These benefits are subject to all other provisions of the Policy.
  - a. Single/double kidney
  - b. Pancreas and kidney
  - c. Heart
  - d. Single/double lung
  - e. Liver
  - f. Pancreas
  - g. Heart and single/double lung; and
  - h. Bone marrow transplants.
3. Benefits may be available when a malignancy is present for high-dose chemotherapy followed by hematopoietic stem support, either autologous (the patient is the donor) bone marrow transplant, peripheral stem cell or allogeneic bone marrow transplant.
4. Benefits may be available for allogeneic bone marrow transplantation in the treatment of developmental and non-malignant diseases of bone marrow.

Benefits for allogeneic or syngeneic bone marrow transplants as described in items 3 and 4 above are available only if there are at least six of eight histocompatibility complex antigen matches between the patient and the donor and the mixed lymphocyte culture is nonreactive.

5. The following services related to tissue transplants, except fetal tissue, are covered:
  - a. Blood transfusions (but not whole blood and blood plasma);
  - b. Autologous parathyroid transplants;
  - c. Corneal transplants;
  - d. Bone and cartilage grafting; or
  - e. Skin grafting.

The following transplants are not Covered Services:

- a. Uses of allogeneic bone marrow transplantation (between two related or unrelated people) or syngeneic bone marrow transplantation (from one identical twin to the other) along with other forms of stem cell transplant (with or without high doses of chemotherapy or radiation) in cases in which less than four of the six complex antigens match; cases in which mixed leukocyte culture is reactive; and AIDS and HIV infection;
- b. Adrenal tissue to brain transplants;
- c. Islet cell transplants;
- d. Procedures that involve the transplantation of fetal tissues into a living recipient;
- e. Mechanical or animal organ transplants.

#### **Urgent Care Services –**

Urgent Care Services are Covered Services when provided by a Participating Physician or at a Participating alternate facility such as an Urgent Care center or after-hours facility.

#### **Varicose Vein –**

Benefits will be provided for the treatment of varicose veins, when the services are received from In-Network Providers. In-Network Providers must be centers or offices accredited by the Intersocietal Accreditation Commission. Covered services will be limited to \$5,000 per member per lifetime. Authorization is required. If Authorization is not obtained, no benefits will be provided.

#### **Vision Care (Adult – for ages 19 years and older) –**

Benefits are provided for exams and purchase of materials as noted on the Schedule of Benefits when services are received from a Physicians Eye Plan (PEP) Provider.

**Please consult your PEP Provider for information on discounts for which you may be eligible.**

Adult Routine Vision Care is provided under an agreement with Physicians Eyecare Network (PEN) and BlueChoice. PEN is an independent company that provides vision services on behalf of BlueChoice HealthPlan, Inc. of South Carolina.

Any other vision or eye examination (other than a routine vision screening by the Member's Primary Care Physician) is not covered unless Medically Necessary. **Benefits received for vision care services do not apply to your Deductible or Out-of-pocket.**

#### **Vision Care for Children (Pediatric Vision Care) –**

Pediatric vision services are covered for children through age 18 years. Benefits are provided for exams and purchase of materials as noted on the Schedule of Benefits when services are received from a Physicians EYE Plan (PEP) Provider.

**Please consult your PEP Provider for information on discounts for which you may be eligible.**

Pediatric Vision Care is provided under an agreement with Physicians Eyecare Network (PEN) and BlueChoice. PEN is an independent company that provides vision services on behalf of BlueChoice HealthPlan, Inc. of South Carolina. PEN is an independent company that provides vision services on behalf of BlueChoice HealthPlan, Inc. of South Carolina.

## Out-of-Area Services

### Overview –

BlueChoice has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the geographic area BlueChoice serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When you receive care outside of our service area, you will receive it from one of two kinds of Providers. Most Providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some Providers (“nonParticipating Providers”) don’t contract with the Host Blue. We explain below how we pay both kinds of Providers.

### Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by us to provide the specific service or services.

#### A. BlueCard® Program

Under the BlueCard Program, when you receive covered healthcare services within the geographic area served by a Host Blue, we will remain responsible for doing what we agreed to in the contract. However the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive covered healthcare services outside our service area and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services, 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 also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

## **B. Special Cases: Value-Based Programs**

### *BlueCard® Program*

If you receive covered healthcare services under a Value-Based Program inside a Host Blue's service area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to us through average pricing or fee schedule adjustments.

### *Value-Based Programs: Negotiated (non-BlueCard Program) Arrangements*

If we have entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members on your behalf, we will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

## **C. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

## **D. Non-Participating Providers Outside Our Service Area**

### **1. Member Liability Calculation**

When covered healthcare services are provided outside of our service area by non-Participating Providers, the amount you pay for such services will normally be based on either the Host Blue's non-Participating Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be responsible for the difference between the amount that the non-Participating Provider bills and the payment we will make for the covered healthcare services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

### **2. Exceptions**

In certain situations, we may use other payment methods, such as billed charges for Covered Services, the payment we would make if the healthcare services had been obtained within our service area, or a special negotiated payment to determine the amount we will pay for services provided by non-Participating Providers. In these situations, you may be liable for the difference between the amount that the non-Participating Provider bills and the payment we will make for the covered healthcare services as set forth in this paragraph.

## **D. BCBS Global™ Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter "BlueCard service area"), you may be able to take advantage of the BCBS Global Core Program when accessing Covered Services. BCBS Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although BCBS Global Core assists you with accessing a network of inpatient, outpatient and professional Providers, the network is not served by a Host Blue. As such, when you receive care from Providers outside the BlueCard service area, you will typically have to pay the Providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or Hospital) outside BlueCard service area, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a Physician appointment or hospitalization, if necessary.

### **1. Inpatient Services**

In most cases, if you contact the BCBS Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the Hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for Covered Services.

**You must contact BlueChoice to obtain Authorization for non-Emergency inpatient services.**

### **2. Outpatient Services**

Physicians, Urgent Care centers and other outpatient Providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

### **3. Submitting a BCBS Global Core Claim**

When you pay for Covered Services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a BCBS Global Core claim form and send the claim form with the Provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from BlueChoice, the service center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

## **SERVICES AND SUPPLIES THAT ARE NOT COVERED**

No benefits are provided for the following, unless otherwise specified in the Schedule of Benefits. Notwithstanding any provision of the Policy to the contrary, if the Policy generally provides benefits for any type of injury, then in no event shall an exclusion or limitation of benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and Mental Health conditions), even if the medical condition is not diagnosed before the injury.

### **Excluded Services**

Except as specifically provided in this Policy, even if Medically Necessary, no benefits will be provided for:

1. Services for which no charge is normally made in the absence of insurance.
2. Services, supplies or Prescription Drugs for which you are entitled to benefits under Medicare or other governmental programs (except Medicaid).
3. Injuries or diseases paid by Workers' Compensation or settlement of a Workers' Compensation claim.
4. Treatment provided in a government Hospital that you are not legally responsible for.
5. Illness contracted or injury sustained as the result of war or act of war (whether declared or undeclared); participation in a riot or insurrection; service in the armed forces or an auxiliary unit.



6. Treatment, services or supplies received as a result of suicide, attempted suicide or intentionally self-inflicted injuries unless it results from a medical (physical or mental) condition, even if the condition is not diagnosed prior to the injury.
7. Any plastic or reconstructive Surgery done mainly to improve the appearance or shape of any body part and for which no improvement in physiological or body function is reasonably expected, also known as Cosmetic Surgery. Cosmetic Surgery includes, but is not limited to, Surgery for saggy or extra skin (regardless of reason); any augmentation, reduction, reshaping or injection procedures of any part of the body; rhinoplasty, abdominoplasty, liposuction and other associated types of Surgery; and any procedures using an implant that doesn't alter physiologic or body function or isn't incidental to a covered surgical procedure. Cosmetic Surgery does not include reconstructive Surgery incidental to or following Surgery resulting from trauma, infection or other diseases of the involved part. Complications arising from Cosmetic Surgery is also not covered.
8. Eyeglasses, contact lenses (except after cataract Surgery), except as shown in the Covered Services section, and hearing aids and exams for the prescription or fitting of them. Any Hospital or Physician charges related to refractive care such as radial keratotomy (Surgery to correct nearsightedness), or keratomileusis (laser eye Surgery or LASIK), lamellar keratoplasty (corneal grafting) or any such procedures that are designed to alter the refractive properties of the cornea.
9. Services or supplies related to an abortion, except:
  - for an abortion performed when the life of the mother is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused or arising from the pregnancy; or
  - when the pregnancy is the result of rape or incest.
10. Services, care or supplies used to detect and correct, by manual or mechanical means, structural imbalance, distortion or subluxation in your body for the purpose of removing nerve interference and its effects when this interference is the result of or related to distortion, misalignment or subluxation of, or in, the spinal column.
11. Services and supplies related to non-surgical treatment of the feet, except non-FDA approved technologies for non-surgical foot treatment related to diabetes.
12. Physician services directly related to the care, filling, removal or replacement of teeth; the removal of impacted teeth; and the treatment of injuries to or disease of the teeth, gums or structures directly supporting or attached to the teeth. This includes but is not limited to: apicoectomy (dental root resection), root canal treatment, alveolectomy (Surgery for fitting dentures) and treatment of gum disease. Exception is made as shown in the Covered Services section, for dental treatment to Sound Natural Teeth for up to six months after an accident and for Medically Necessary Cleft Lip and Palate services.
13. Separate charges for services or supplies from an employee of a Hospital, laboratory or other institution; or an independent health care professional whose services are normally included in facility charges.

### **Other Services this Policy Does not Cover**

14. Services, supplies or Prescription Drugs received from a non-network Provider, unless the services are (1) due to an Emergency Medical Condition and received in a Hospital or Freestanding Emergency Room or Urgent Care center, (2) medically necessary air ambulance services, or (3) except where the Provider satisfies advance patient notice and consent requirements, services rendered by an out-of-Network Provider at certain in-Network facilities, or specified out-of-Network post-Stabilization services resulting from an Emergency Medical Condition.

15. Services, procedures, charges, supplies, equipment or pharmaceuticals for which prior Authorization is required and not obtained.
16. Services and supplies that are not Medically Necessary, not needed for the diagnoses or treatment of an illness or injury or not specifically listed in *Covered Services*.
17. Any Covered Service provided in excess of applicable limits described in this Policy or the Schedule of Benefits.
18. Services and supplies you received before you had coverage under this Policy or after you no longer have this coverage except as described in Extension of Benefits under *Eligibility* in the *When Your Coverage Ends* section of this Policy.
19. Any charges by the Department of Veterans Affairs (VA) for a service-related disability.
20. Admissions or portions thereof for long-term care, including: 1) rest care; 2) care to assist a Member in the performance of activities of daily living (including, but not limited to, walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication); 3) custodial or long-term care; or; 4) therapeutic schools, wilderness/boot camps, therapeutic boarding homes, half-way houses and therapeutic group homes (this exclusion does not apply to otherwise Covered Services furnished in these settings).
21. All Admissions to Hospitals or freestanding Rehabilitation Facilities for physical Rehabilitation when the services are not done at a Designated Provider and/or you do not receive the required prior Authorization.
22. Any illness or injury received, directly or indirectly, related to and/or contributed to, in whole or in part, while committing or attempting to commit a felony or while engaging or attempting to engage in an illegal act occupation.
23. Investigational or Experimental Services, as determined by us, including but not limited to the following:
  - Relating to transplants:
    - Uses of allogeneic bone marrow transplantation (between two related or unrelated people) or syngeneic bone marrow transplantation (from one identical twin to the other) along with other forms of stem cell transplant (with or without high doses of chemotherapy or radiation) in cases in which less than four of the six complex antigens match; cases in which mixed leukocyte culture is reactive; and AIDS and HIV infection;
    - Adrenal tissue to brain transplants;
    - Islet cell transplants;
    - Procedures that involve the transplantation of fetal tissues into a living recipient.
  - Relating to other conditions or services:
    - Dorsal Rhizotomy (cutting spinal nerve roots) in the treatment of spasticity (increased tone or tension in a muscle such as a leg).
24. Services and supplies related to transplants involving mechanical or animal organs, human organ and/or tissue transplant procedures when you do not get the required prior Authorization and it is not done at a Designated Provider, or unless specifically listed in *Covered Services*.
25. Reduction mammoplasty for macrosastia unless you are within 20% of your recommended body weight in accordance with BlueChoice's medical guidelines.

26. Any treatment or Surgery for obesity (even if morbid obesity is present), weight reduction or weight control, such as gastric by-pass, insertion of stomach (gastric) banding, intestinal bypass, wiring mouth shut, liposuction or complications from it, unless and to the extent such services may be covered under, and you receive such services while participating in, an approved program listed under the Additional Covered Services section of this Policy. This includes any reversal or reconstructive procedures from such treatments. Treatment for obesity may be covered if a Member participates in the My Health Novel program.
27. Any medical social services, visual therapy or private duty nursing, except when part of an Authorized home health care or hospice services program.
30. Diagnostic testing to determine job or occupational placement, school placement or for other educational purposes or to determine if a learning disability exists.
31. Biofeedback, unless Authorized.
32. Bionic/bioelectric, microprocessor or computer programmed prosthetic components.
33. Any services, supplies or drugs for the diagnosis or treatment of infertility. This includes, but is not limited to: fertility drugs, lab and X-ray tests, reversals of sterilization, surrogate parenting, artificial insemination and in-vitro fertilization.
34. Medical supplies, services or charges for the diagnosis or treatment of learning disorders, communication disorders, motor skills disorders, relational problems, intellectual disabilities, and vocational rehabilitation, except as specified on the Schedule of Benefits.
35. Counseling and psychotherapy services for the following conditions are not covered: 1) TIC disorders, except when related to Tourette's disorder; 2) mental disorders due to a general medical condition; 3) medication induced movement disorders; or 4) nicotine dependence, except when a part of an approved wellness program.
36. Any behavioral, educational or alternative therapy techniques to target cognition, behavior, language, and social skills modification, including:
  - a. Applied behavioral analysis (ABA) therapy;
  - b. Teaching, Expanding, Appreciating, Collaborating and Holistic (TEACCH) programs;
  - c. Higashi schools/daily life;
  - d. Facilitated communication;
  - e. Floor time;
  - f. Developmental Individual-Difference Relationship-based model (DIR);
  - g. Relationship Development Intervention (RDI);
  - h. Holding therapy;
  - i. Movement therapies;
  - j. Primal therapy;
  - k. Group socialization;
  - l. Art therapy;
  - m. Music therapy; and
  - n. Animal Assisted therapy.
37. Services, supplies or charges for wellness or alternative treatment programs, acupuncture, massage therapy, hypnotism and Transcutaneous Electrical Nerve Stimulation (TENS) unit therapy or any kind of pain management, unless and to the extent such services may be covered under, and you receive these services while participating in, an approved program listed under the Covered Services section of this Policy.

38. Any services, supplies or treatment for excessive sweating.
39. Orthomolecular therapy including infant formula, nutrients, vitamins and food supplements, even if the Physician orders or prescribes them. Enteral feedings when not a sole source of nutrition.
40. An assistant at surgery, when not Medically Necessary or when the assistant at surgery does not have surgical privileges at the Facility or Hospital.
41. Physician charges for drugs, appliances, supplies, blood and blood products.
42. Physician charges for virtual office visits including but not limited to telephonic, internet, electronic mail or video chat consultations unless listed in the Schedule of Benefits.
43. Telemonitoring, except as shown in Covered Services.
44. Telehealth services which are initiated by either a Member or Provider (including, but not limited to a medical doctor) in which the method of web-based or video communication is not secure, does not occur in real-time and/or are not provided by Network Providers who have been credentialed as eligible Telehealth Providers.
45. Telemedicine services which do not comply with all of the requirements specified in the Covered Services section of this Policy.
46. Any service or supply related to dysfunctional conditions of the chewing muscles, wrong position or deformities of the jawbone(s), orthognathic deformities or temporomandibular joint syndrome (headache, facial pain and jaw tenderness caused by jaw problems usually known as TMJ).
47. Luxury or convenience items whether or not a Physician recommends or prescribes them.
48. Any and all travel expenses (including those related to a transplant) such as, but not limited to: immunizations prior to travel, transportation, lodging and repatriation, unless specifically included in Covered Services.
49. Routine, non-Emergency ambulance transportation, including, but not limited to, travel to a facility for scheduled medical or surgical treatments, such as dialysis or cancer treatment or transfer to a sub-acute place of care such as a Skilled Nursing Facility.
50. Replacement of Prosthetic Devices due to damage or wear and tear, unless Medically Necessary.
51. Items purchased that exceed the minimum specifications for the Member's needs. We will pay only the amount that we would have paid for the items that meets the Member's minimum specifications. The Member will be responsible for any difference in the cost.
52. Durable Medical Equipment when you do not get the required prior Authorization and any charges in excess of the purchase price.
53. Repair, replacement or duplicate Durable Medical Equipment/Prosthetics, except when Medically Necessary due to a change in the Member's medical condition and Authorized by us. Repair or replacement for routine wear and tear is not covered.

54. Equipment or supplies that have non-therapeutic uses and equipment and supplies that are available over the counter such as, but not limited to, air conditioners, air filters, whirlpool baths, spas, (de)humidifiers, wigs, fitness supplies, vacuum cleaners or common first aid supplies.
55. Manual or motorized wheelchairs or power operated scooters, unless Medically Necessary for mobility in the patient's home.
56. Benefits will be denied for procedures, services or pharmaceuticals when you do not get the required prior Authorization.
57. Any type of fee or charge for handling medical records, filing a claim or missing a scheduled appointment.
58. Any services or supplies you or a member of your immediate family provides, including the dispensing of drugs. A member of your family means spouse, parent, grandparent, brother, sister, aunt, uncle, children or in-law.
59. Any service, supply or treatment for complications resulting from any non-covered procedure or condition or drug.
60. Adjustable cranial orthosis (band or helmet) for positional plagiocephaly or craniosynostoses in the absence of cranial vault remodeling Surgery.
61. Services, supplies or treatment for varicose veins and or venous incompetence, including but not limited to endovenous ablation, vein stripping or sclerosing solutions injection, and to the extent otherwise provided in this Policy or Schedule of Benefits.
62. Pre-conception testing or pre-conception genetic testing.
63. Prescription and/or Specialty Drugs:
  - That are used for or related to non-Covered Services or conditions, such as, but not limited to, weight control, obesity, erectile dysfunction, cosmetic purposes (such as Tretinoin or Retin-A, Kybella for chin fat), hair growth and hair removal. Also excludes all vitamins (except for prenatal vitamins due to pregnancy or otherwise covered as Preventive Care).
  - That are used for infertility.
  - That are more than the number of days supply allowed as shown in Covered Services.
  - That are refills in excess of the number specified on your Physician's prescription order.
  - That are for more than the recommended daily dosage defined by BlueChoice unless prior Authorization is sought and approved.
  - When administered or dispensed in a Physician's office, Skilled Nursing Facility, Residential Treatment Center, Hospital or any other place that is not licensed to dispense Prescription Drugs.
  - That are available over the counter or when there is an over-the-counter drug equivalent containing the same active ingredients as the prescription version including any over-the-counter supplies, devices or supplements.
  - When not consistent with the diagnosis and treatment of an illness, injury or condition or that is excessive in terms of the scope, duration or intensity of drug therapy that is needed to provide safe, adequate and appropriate care.
  - That require Authorization and the Authorization is not received.
  - That are classified as self-administered drugs when obtained, purchased and/or administered at a doctor's office or in an Outpatient setting.

- That requires step therapy when a Step Therapy Program is not followed.
- That are received out-of-Network, unless due to an Emergency Medical Condition that is treated at an Urgent Care Center or Hospital Emergency Room.
- That are not on the Prescription Drug List
- That are medications or drugs for which some or all the cost sharing is paid by a drug manufacturer in any form of direct support (cash, reimbursement, coupon, voucher, debit card, etc.) that reduces or eliminates immediate out-of-pocket costs for a specific prescription brand drug. Although the drug remains a covered prescription drug, cost sharing amounts provided by the drug manufacturer will not be counted toward the member's annual limitation on cost sharing.
- That are new to the market and under clinical review by BlueChoice shall be listed on the Covered List as excluded until the clinical review has been completed and a final determination has been made as to whether the Drug should be covered.
- That are Prescription Drugs and pharmaceuticals that could be covered under both the medical and Prescription Drug portion of this coverage. In that case, coverage is provided under the Prescription Drug benefit only.

64. Any of the following services associated with a Clinical Trial:

- Services that are not considered routine patient care costs/services, including the following:
  - The investigational drug, service, item or service that is provided solely to satisfy data collection and analysis needs.
  - An item or service that is not used in the direct clinical management of the individual.
  - A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- An item or service provided by the research sponsors free of charge for any person enrolled in the trial.
- Travel and transportation expenses, unless and otherwise covered this Certificate, including but not limited to the following:
  - Fees for personal vehicle, rental car, taxi, medical van, ambulance, commercial airline, train.
  - Mileage reimbursement for driving a personal vehicle.
  - Lodging.
  - Meals.

<b>SUBROGATION</b>
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If you receive medical benefits under this Policy for an injury caused by the act or omissions of a liable third party and receive a settlement, judgment, or other payment relating to the injury from a liable third party, any other person, firm, corporation, organization or business entity, you agree to reimburse us for not more than the amount that we have paid relating to the injury. This agreement is a condition to receiving benefits under this Policy. Our right to subrogation or reimbursement applies to any judgment and/or settlement proceeds, whether or not liability is admitted.

Our interest in subrogation or reimbursement extends to all benefits relating to your injury even if claims for those benefits have not been submitted to us for payment at the time you receive the settlement, judgment or payment.

You have the right to petition the Director of Insurance, or his designee, to determine if our subrogation action is inequitable or unjust. If the Director makes the determination that allowing subrogation is inequitable or unjust, then it is not allowed. This determination by the Director may be appealed to the Administrative Law Judge Division as provided by law.

We will pay attorney's fees and costs from the amount recovered.

If you choose not to pursue an action to recover damages, you agree to transfer all rights to recover damages in full for such benefits to us. At our expense, we lawfully stand in the place of you to recover the amount of money we have paid for your medical benefits from any third party who is liable, responsible, or otherwise makes a payment for your injury. We may seek recovery for its payment of claims from the liable third party, any liability or other insurance covering the liable third party or from your own uninsured motorist insurance and/or underinsured motorist insurance.

In all situations involving subrogation, you shall not do anything to hinder or slow our right to seek reimbursement. You shall cooperate with us, sign any documents, and do all things necessary to protect and secure our subrogation and reimbursement rights.

Each time a claim is filed with a diagnosis that could be related to an accident or injury; you may receive a notice stating that we need information to complete processing the claim along with a questionnaire regarding the claim. For your files to be updated, you must return the questionnaire with the requested information.

## **CLAIM FOR BENEFITS, APPEALS AND EXTERNAL REVIEWS**

The terms listed below are important and need to be understood.

### **Urgent Claims –**

Any claim for medical care or treatment where deciding under the normal timeframes could seriously jeopardize your life or health or your ability to regain maximum function or, in the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that could not adequately be managed without the care or treatment that is the subject of the claim.

### **Pre-Service Claims –**

A claim for services that have not yet been provided and for which your benefits plan requires prior Authorization.

### **Post-Service Claims –**

A claim for services that already have been provided, or where your benefits plan does not require prior Authorization.

### **Concurrent Care Claims –**

A claim that arises when there is a reduction or termination of ongoing care.

### **Notice of Adverse Benefit Determination –**

A notice which will be sent to you if your claim is filed properly, and your claim is in part or wholly denied.

### **Internal Claims Appeals**

You have 180 days from the receipt of an adverse benefit determination to file an appeal. The disposition of the claim shall be considered final after the end of this period.

Requests for appeals should be sent to:

BlueChoice HealthPlan  
Appeals Department  
Mail Code AX-325  
PO Box 6170  
Columbia, SC 29260-6170

You will have the opportunity to present testimony, submit written comments, documents, or other information in support of your appeal and you will have access to all documents that are relevant to your claim. If BlueChoice considers or presents additional evidence in connection with your appeal or uses new or additional reasons as the basis of the adverse determination, you will be notified of the new evidence or rationale in advance of the date of the appeal decision. Your appeal will be conducted by someone other than the person who made the initial decision, or his or her subordinate. No deference will be afforded to the initial determination. Individuals involved in the decision-making for claims and appeals are not compensated or rewarded based on the outcome of an appeal.

If your claim involves a medical judgment question, BlueChoice will consult with an appropriately qualified health care practitioner with training and experience in the field of medicine involved. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on appeal. Upon request, BlueChoice will provide you with the identification of any medical expert whose advice was obtained on behalf of the plan in connection with your appeal.

You will be considered to have exhausted the internal appeal process if the Company fails to strictly adhere to the internal appeal process, unless the violation was:

- a. De minimus;
- b. Non-prejudicial;
- c. Attributable to good cause or matters beyond the Company's control;
- d. In the context of an ongoing good-faith exchange of information; and
- a. Not reflective of a pattern or practice of non-compliance.

An explanation of the Company's basis for stating it meets the above standard may only be requested by the Member in writing.

A final decision on your appeal will be made within the time periods specified below.

**Urgent Claims:**

The Company will defer to the attending Provider with respect to the decision as to whether a claim constitutes "Urgent Care." You may request an expedited review of any urgent claim. This request may be made orally, and BlueChoice HealthPlan will communicate with you by telephone, facsimile, or similarly rapid communication method. You will be notified of the determination as quickly as possible, considering the medical exigencies, but no later than 72 hours after receipt of the claim.

**Pre-Service Claims:**

When you request a review of a pre-service claim, you will be notified of the determination within a reasonable period of time, taking into account the medical exigencies, but not longer than 30 days from the date your request is received.

**Post-Service Claims:**

When you request a review of a post-service claim, you will be notified of the determination within a reasonable period, but no later than 60 days from the date your request is received.



## External Review by an Independent Review Organization

Requests to cover services, benefits, or supplies which are specifically excluded in the Policy are not eligible for external review. The Member will be notified in writing of the right to request an external review. The Member should submit a written request for external review within four months of receiving that notice. The Member will be required to authorize the release of any medical records that may be needed for the external review. If you need assistance during the external review process, you can contact the South Carolina Department of Insurance at:

South Carolina Department of Insurance  
P.O. Box 100105  
Columbia, SC 29202-3105  
1-800-768-3467

### Standard Review:

You can request an external review if we deny your claim, either in whole or in part. You may be held financially responsible for the covered benefits. You can request an external review without completing the grievance and appeal process above if:

1. Your Physician has certified in writing that you have a serious medical condition; or
2. The denial of coverage was due to the service being Investigational or Experimental and your Physician certifies:
  - a. Your condition is a serious disability or you have a life-threatening disease; and
    - i. Standard health care services or treatments have not been effective in improving your condition; or
    - ii. Standard health care services or treatments are not medically appropriate; or
    - iii. The recommended or requested service or treatment is more beneficial than the standard health care service or treatment covered by us; and
  - b. Medical and scientific evidence shows that treatment that was denied is more beneficial to you than available standard health services or treatments and the adverse risks of the recommended or requested health care service or treatment would not be substantially increased over those of the standard services or treatments.

The Company will respond within five business days of the Member's request for an external review, by either notifying the South Carolina Department of Insurance of a request for external review and requesting the South Carolina Department of Insurance to assign the review to an independent review organization (IRO) and forwarding the Member records to it or telling the Member in writing that the situation doesn't meet the requirements for an external review and explaining the reasons. The South Carolina Department of Insurance will assign an IRO for based upon a rotational system. The rotational system will be independent and impartial and in no event will the IRO be assigned by BlueChoice or the Member. BlueChoice will verify that no conflict of interest exists with the assignment given by the South Carolina Department of Insurance. If a conflict does exist, BlueChoice will contact the South Carolina Department of Insurance for a change in IRO.

The Member has five business days from the date the Member receives the Company's response to submit additional information to the independent review organization in writing. The independent review organization must consider this additional information when conducting its review. The independent review organization will also forward this information to the Company within one business day of its receipt.

If the Member's request is assigned to an IRO, the IRO will determine within five business days after receiving the request whether all the information, certifications and forms required to process an external review have been provided. If the IRO needs additional information, the Member will be allowed to submit additional information in writing to them within seven business days.

If the Member's request is not accepted for external review, the IRO will inform the Member and the Company in writing of the reason(s) your request was not accepted.

The IRO will provide written notice of its decision within 45 days after it receives the request.

If the IRO's decision is to allow benefits, the Company must process the claim subject to applicable Policy exclusions, limitations and other provisions within five business days of our receipt of the notification.

**Expedited Review:**

You can file a request for an expedited external review after receiving a notice of a denied claim if you meet the requirements under Standard Review. You can also request an expedited external review if the denial concerns an Admission, availability of care, continued stay or health care service for which you received Emergency Medical Care, but have not been discharged from a facility if you may be held financially responsible for the Emergency Medical Care. You can request an expedited external review at the same time as requesting an expedited internal review.

When we receive your request for an expedited external review, the South Carolina Department of Insurance will assign your review to an IRO and we will forward our records by overnight delivery or tell you in writing that your situation doesn't meet the requirements for an external review and explain the reasons.

The IRO must make its decision as fast as possible but within no more than 72 hours after it receives the request for expedited review. If the IRO's decision is to allow benefits, we must approve the benefit as covered, subject to applicable Policy exclusions, limitations and other provisions.

We will pay the for external review.

If your Physician certifies that you have a "serious medical condition," you are entitled to an expedited external review. A serious medical condition, as used in this provision, means one that requires immediate medical attention to avoid serious impairment to body functions, serious harm to an organ or body part, or that would place your health in serious jeopardy or jeopardize your ability to regain maximum function.

**GENERAL POLICY PROVISIONS**

**1. Entire Policy: Changes**

This Policy, your Application, and any amendments, riders or endorsements make up the whole Policy between you and the Company. No change in this Policy is valid unless it comes to you as an amendment, rider or endorsement signed by the Company. No one else has the authority to change this Policy or to waive any of its provisions.

## **2. Time Limit on Certain Defenses**

The Application is a part of your Policy. If a statement on your Application or enrollment records is an intentional misrepresentation of material facts related to your eligibility for coverage, or you perform an act or practice that constitutes fraud, we may have grounds to rescind the Policy. A rescission does not include a retroactive cancellation or discontinuance of your coverage due to the failure to timely pay Premiums. If the Policy is rescinded, we will provide 30 days written notice and refund your Premiums minus any amounts paid for claims. After this Policy has been in force for two years, we cannot use any statement made in any Application (unless fraudulent) to void the Policy or deny any claim incurred after the two-year period.

After two years from the issue date only fraudulent misstatements in the Application may be used to void the Policy or deny any claim for loss incurred or disability that starts after the two-year period.

## **3. Extension of Benefits after Termination of Coverage.**

If the Company does not renew or terminates your Policy and you are in the Hospital or continuously and totally disabled when your coverage under this Policy ends, benefits will be provided while you remain continuously and totally disabled for the same cause. Benefits are subject to the terms, conditions, exclusions and limitations of the Policy. This coverage will continue until you (1) have full coverage for the disabling condition under a health plan with similar benefits and that plan makes reasonable provisions for continuity of care for the disabling condition; (2) are no longer totally disabled; (3) you use up all of your benefits, or (4) until the end of a period of 365 consecutive days, whichever occurs first. Benefits will be paid only for charges related to treatment of the disabling condition.

The term “totally disabled” means that you are receiving ongoing medical care by a Physician and can perform none of the usual and customary duties or activities of a person in good health of the same age. A child who is Totally Disabled is receiving ongoing medical care by a Physician and unable to perform the normal activities of a child in good health of the same age and sex. A Physician’s statement of disability will be required.

Important Note: We recommend that you notify the Company if you wish to exercise the extended benefits for total disability rights. Claims filed under this section must be accompanied by a Physician’s statement of disability. The medical director of the Company will have authority for determining if the requirements of total disability have been met. You should contact the Company for the necessary forms.

## **4. How to File Claims, Notice of Claim and Proof of Loss**

Show your ID card when you get health care services or supplies, so that people who file claims for you can see the information on it. Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice may be given to us at our home office or to our agent. Notice should include the name of the Covered Person and the Policy number. Written proof of loss must be furnished to us at our said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event, except in the absence of legal capacity, will written proofs of loss be furnished later than one year from the time the proof is otherwise required.

## **5. Claim Forms**

When we receive notice of a claim, we will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss by giving us a written statement of the nature and extent of the loss.

Since Network Providers file claims on your behalf, claim forms may not be sent to you for filing proof of loss.

**6. Payment of Claims**

All benefits provided in this Policy will be paid promptly upon receipt of due proof of loss. We will pay benefits as described in this Policy directly to the Provider when the Member receives covered services from a Network Provider. If a Member receives covered services from a non-Network Provider, we may pay benefits directly to the Member. The Member is then responsible for any payment to the non-Network Provider. No assignment of benefits is allowed to a non-Network Provider. Any payment of benefits or refund due after the death of a Member will be paid to the Member's estate.

**7. Time of Payment of Claims**

BlueChoice will pay completed claims received via paper within 40 business days and completed electronic claims within 20 business days following the later of 1) date the claim is received; or 2) the date on which the insurer receives all the information needed in the format required for the claim to constitute a "clean" claim as defined in the South Carolina Health Care Financial Recovery and Protection Act.

**8. Physical Examinations**

The Company may require a physical exam, at its expense, of the Member as often as is reasonably necessary while a claim is pending.

**9. Legal Actions**

No action at law or equity can be brought against the Company until 60 days after a claim (notice and proof of loss) has been received or until the grievance procedure set forth below has been exhausted. No such action can be brought against the Company more than six years after a claim was received.

**10. Conformity with State and Federal Statutes**

Any provision of this Policy that, any relevant time, is in conflict with the statutes of the federal government or the state of South Carolina is hereby amended to conform to the minimum requirements of such statutes. Notwithstanding anything herein to the contrary, no provision of this Policy shall be interpreted as prohibiting any provision, access, use, or disclosure of information to the extent required by applicable law.

**11. Non-Assessable**

This is a non-assessable Policy. You – the Policyholder – are not subject to any assessment for any contingent liability. This means that if, for any reason, the Company owes money, you are not responsible for paying it.

**12. Other Valid Coverage: Proration**

This Policy is not meant to duplicate other valid coverage you have with insurance policies; see the Medicare Coverage Provision on page 44.

If you have other valid coverage and BlueChoice HealthPlan has not been notified of this coverage by you in writing, the company will "prorate" benefit payments when your claim is received. The Company will carefully consider all valid health insurance that covers your claims. Then, the Company will determine its responsibility for your loss in proportion to the responsibility that should be accepted by other insurance companies. The company will pay the portion of your claim for which it is responsible.

If your claim is prorated, you will receive a refund of the portion of the Premiums you have paid for coverage that the Company did not accept as its responsibility. This refund will be based on Premiums paid during the time both policies were in effect.

**13. Right of Recovery**

We have the right to recover any overpayments or mistakes made in payment. The recovery can be from any person to or for with respect to which such payments were made. Recovery will be by check, wire transfer or as an offset against existing or future benefits payable under this Policy, and any from other insurance companies or any other organizations.

**14. Independent Corporation**

The Member hereby expressly acknowledges its understanding that this Policy constitutes a Policy solely between the Member and BlueChoice HealthPlan of South Carolina, Inc., 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 BlueChoice to use the Blue Cross and Blue Shield service marks in the State of South Carolina, and that BlueChoice is not contracting as the agent of the Association. The Member further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than BlueChoice and that no person, entity or organization other than BlueChoice shall be held accountable or liable to the Member for any of BlueChoice's obligations to the Member created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of BlueChoice other than those obligations created under other provisions of this Policy.

**15. Information and Records**

BlueChoice is entitled to obtain such Authorization from you for medical and Hospital records from any Provider of services as is reasonably required in the administration of benefits described in this Policy. You agree that benefits for any professional or facility Covered Services are contingent upon receipt of such information or records. BlueChoice shall in every case hold such records as confidential except as authorized by you or as required by law.

The submission of a claim shall be deemed written proof of loss and written Authorization from you to BlueChoice to obtain any medical or financial records and documents useful to BlueChoice. BlueChoice is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only based on the information supplied at the time the claim is processed. Any party submitting medical or financial reports and documents to BlueChoice in support of your claim shall be deemed to be acting as your agent.

**16. Relationship with Providers**

You acknowledge and agree that BlueChoice shall not be liable for injuries resulting from negligence, malpractice, misfeasance, nonfeasance, or any other act or omission on the part of any Provider, employees thereof, or of any other person, while performing services for Members.

**17. Medical Loss Ratio**

Individual Policies must meet certain medical loss ratio requirements as required by federal law. If all individual coverage policies issued by BlueChoice HealthPlan of South Carolina, Inc. do not meet the medical loss ratio requirement, we will issue medical loss ratio rebates. These rebates may be in the form of a lump-sum check, credit or debit card reimbursement, pre-paid debit or credit cards or Premium credits. A Premium credit means you will not be required to pay your Premium or a portion of your Premium for a specified period. However, after the specified time, you must again pay your Premiums.

Each year by a date determined by Health and Human Services, you will receive notice if you are due a Medical Loss Ratio rebate for the previous year. Every Member's rebate will be in the same form, unless the Member is no longer active. If the Member is no longer active, the rebate will always be in the form of a lump-sum check.

**18. Policies and Procedures**

BlueChoice may adopt reasonable policies, procedures, rules, and interpretations to promote the orderly and efficient administration of the Policy with which Members shall comply.

**19. Fees**

We may charge you a fee if your Premium payment is returned for non-sufficient funds (NSF). The NSF fee is \$25.

**20. Medicare Coverage**

If you are enrolled in another insurance coverage, such as Medicare, that offers medical coverage for any of the benefits under this Policy, BlueChoice may reduce benefits under this Policy to avoid paying benefits between the two plans that are greater than the cost of the health care service. If you and/or your Dependents become eligible for Medicare, you should apply and enroll in Medicare Part A and B and use Providers who accept Medicare to ensure that you receive full benefit coverage. Based on Medicare Secondary Payor legislation, regulations and Centers for Medicare & Medicaid Services guidance, BlueChoice assumes you will enroll in Medicare once you are eligible, and BlueChoice may take into account the benefits that you or your Dependent are eligible for under Medicare, regardless of whether you have actually enrolled for that coverage. In other words, even if you have not enrolled in Medicare, BlueChoice may reduce your claim by the benefits that you are eligible for under Medicare, and then pay the remaining claim amount under the terms of this Policy and in accordance with Medicare coordination rules. As a result, your Maximum out-of-pocket costs may be higher if you do not enroll in Medicare.

The coordination of benefits (COB) process ensures that claims are paid correctly by identifying the health benefits available to a Medicare beneficiary, coordinating the payment process, and ensuring that the primary payer (Medicare) pays first. It also ensures that the amount paid by plans in dual coverage situations does not exceed 100% of the total claim, to avoid duplicate payment. Even if you have not enrolled in Medicare Part B, we will coordinate benefits and reduce your claim(s) by the benefits that you would be eligible for under Medicare Part B. This may result in physicians billing you for services that were only partially covered under your Blue Option plan.

<b>DEFINITIONS</b>
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This section defines the terms used throughout this Policy and is not intended to describe covered and non-Covered Services. The terms defined in this section have their defined meaning whenever they are capitalized. Any term in this Policy which has a different medical and non-medical meaning and which is undefined is intended to have the medical meaning.

**Accidental Injury:**

An injury directly and independently caused by a specific accidental contact with another body or object. All injuries you receive in one accident, including all related conditions and recurrent symptoms of these injuries, will be considered one injury. Accidental Injury does not include indirect or direct loss that results in whole or in part from a disease or other illness.

**Admission:**

The period of time between a Member's entry as a registered bed-patient in a Hospital, Skilled Nursing Facility, Residential Treatment Facility, Rehabilitation Facility or Long-Term Care Facility and the time the Member leaves or is discharged from the Hospital, Skilled Nursing Facility, Residential Treatment Facility, Rehabilitation Facility, or Long-Term Care Facility. The Admission may be on an inpatient or outpatient basis as determined by the Provider.

**Allowed Amount or Allowable Charge:**

The amount we or a member of the Blue Cross and Blue Shield Association agrees to pay a Participating Provider/contracting Provider or non-Participating Provider/non-contracting Provider as payment in full for a service, procedure, supply or equipment.

**Alternate Facility:**

A non-Hospital health care facility, or an attached facility designated as such by a Hospital, that provides one or more of the following services on an outpatient basis pursuant to the law of jurisdiction in which treatment is received: prescheduled surgical services, Emergency Medical Conditions, Urgent Care services or prescheduled rehabilitative, laboratory or diagnostic services.

**Ambulatory Surgical Center:**

A facility that is licensed for Outpatient Surgery only and doesn't provide overnight accommodations or around-the-clock care. The care must be provided under the supervision of a Physician. It also must provide nursing services by or under the supervision of an on duty registered nurse (RN). The facility must not be an office or clinic for the private practice of a Physician.

**Application:**

The electronic or paper form to transmit the necessary information from the Member to us when applying for this Policy. The form becomes a part of this Policy.

**Approved Clinical Trial:**

Is a phase I, phase II, phase III or phase IV clinical trial conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition that meets ANY of the following criteria:

- It is a Federally funded trial: The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH)
  - Centers for Disease Control and Prevention (CDC)
  - Agency for Health Care Research and Quality (AHRQ)
  - Centers for Medicare and Medicaid Services (CMS)
  - A cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA)
  - A qualified non-governmental research entity identified in NIH guidelines for center support grants

Or ANY of the following:

- Department of Energy
- Department of Defense
- Department of Veteran's Affairs

If BOTH of the following conditions are met:

- Study or investigation has been reviewed and approved through a system of peer review comparable to the system of peer review of studies and investigations used by the National Institutes of Health
- Assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.

The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

**Authorized or Authorization:**

All inpatient, certain outpatient services and certain Prescription Drugs must be Authorized prior to the services being received. If prior Authorization is not received, benefits may be reduced or denied. Services or supplies provided must be in accordance with the approval given to receive benefits from this plan.

**Balance Billing:**

When a Provider bills you for the difference between the Provider's charge and the Allowed Amount or for the penalties for not obtaining Authorization. For example, if the Provider's charge is \$100 and the Allowed Amount is \$70, the Provider may bill you for the remaining \$30. A Network Provider may *not* Balance Bill you for Covered Services when the required Authorization was not obtained.

**Behavioral Health:**

Comprehensive term to include Mental Health and Substance Use Disorder services.

**Benefit Percentage:**

The percentage of the Allowed Charges we pay once you have met the Benefit Period Deductible and/or Copayment. For example, if you pay 20 percent as Coinsurance; the 80 percent we pay is the Benefit Percentage.

**Benefit Period:**

A period beginning January 1<sup>st</sup> and continuing through December 31<sup>st</sup>. Your first Benefit Period begins on our effective date of coverage and lasts until December 31<sup>st</sup>.

**Benefit Period Maximum:**

The maximum number of days or visits that benefits will be provided for a Covered service in a Benefit Period.

**BlueCard Program:**

The national program in which all Blue Cross and Blue Shield Licensees participate, including BlueChoice HealthPlan. This national program benefits BlueChoice HealthPlan Members who receive Covered Services outside BlueChoice HealthPlan's Local Service Area.

**BlueChoice:**

Trade name for BlueChoice HealthPlan of South Carolina, Inc.

**Certificate of Creditable Coverage:**

A document from a previous health insurance plan or insurer that says you had prior Health Insurance Coverage with them.



**Coinsurance:**

A percentage of the Allowed Amount that you pay. This percentage applies to the negotiated rate or lesser charge when we have negotiated rates with that Provider. For example, if you pay 20 percent of the Allowed Amount and we pay 80 percent.

**Continuing Care Patient:**

An individual who, with respect to a Provider or facility, either (a) is undergoing a course of treatment for a Serious and Complex Condition from the Provider or facility, (b) is undergoing a course of institutional or inpatient care from the Provider or facility, (c) is scheduled to undergo nonelective surgery from the Provider, including receipt of postoperative care from such Provider or facility with respect to such a surgery, (d) is pregnant and undergoing a course of treatment for the pregnancy from the Provider or facility, or (e) is or was determined to be terminally ill (as determined under section 1861(dd)(3)(A) of the Social Security Act) and is receiving treatment for such illness from such Provider or facility.

**Company:**

BlueChoice HealthPlan of South Carolina, Inc.

**Copayment:**

A set amount (for example, \$50 for an office visit) for some services.

**Cost Sharing:**

The general term that refers to the share of costs for services covered by a plan or health insurance that you must pay out of your own pocket (sometimes called “Out-of-pocket” costs). Some examples of types of Cost Sharing include Copayments, Deductible and Coinsurance. Other costs, including your Premiums, penalties you may have to pay, or the cost of care not allowed by a plan or policy are usually not considered Cost Sharing.

**Covered Services:**

The services that are covered under the insurance Policy. See the Covered Services section.

**Critical Access Hospital:**

A facility that is designated by the state in which it is located and certified by the United States Department of Health and Human Services, as a critical access hospital.

**Custodial Care:**

Care that we determine is provided primarily to assist the patient in the activities of daily living and does not require a person with medical training to provide the services. Custodial Care includes, but is not limited to, activities such as bathing, eating, dressing, toileting, continence, transferring, preparation of special diets and supervision over self-administered medications.

**Deductible:**

The amount you are responsible for paying for Covered Services before we begin to pay each year. The Deductible may not apply to all Covered Services. If you have family coverage, the family Deductible is either aggregate or embedded. Your Schedule of Benefits will show whether your Deductible is aggregate or embedded. An **Aggregate Deductible** means the entire family Deductible must met before benefits begin to pay each year. An **Embedded Deductible** means that benefits will begin paying for a Member once that Member meets the single Deductible for that year. Coupons for medical services and/or Prescription Drugs may not be used to satisfy the Deductible.

**Dependent:**

Your legal spouse and any children (natural or adopted, step, foster or under your legal guardianship) through age 25.

**Durable Medical Equipment (DME):**

Equipment ordered by a health care Provider that has exclusive medical use. These items must be reusable and may include wheelchairs, hospital-type beds, walkers, Prosthetic Devices, orthotics devices, oxygen, respirators, etc. To be considered DME the device or equipment's use must be limited to the patient for whom it was ordered.

**Emergency:**

An unexpected and usually dangerous situation that calls for immediate action.

**Emergency Medical Condition:**

A medical condition, including a Behavioral Health condition, manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent lay person who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

- placing the health of the individual (or with respect to a pregnant woman, the health of the unborn child) in serious jeopardy; or
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.

**Emergency Services** – with respect to an Emergency Medical Condition,

- a medical screening examination that is within the capability of the emergency department of a Hospital or independent freestanding emergency department, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
- such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital or independent freestanding emergency department (as required under SSA) to Stabilize the patient.

**Essential Health Benefits:**

Items and services within the following 10 benefit categories:

- 1) ambulatory patient services,
- 2) Emergency services,
- 3) hospitalization,
- 4) maternity and newborn care,
- 5) Mental Health and substance use disorder services, including Behavioral Health treatment,
- 6) prescription drugs,
- 7) rehabilitative and habilitative services and devices,
- 8) laboratory services,
- 9) preventive and wellness services and chronic disease management, and
- 10) pediatric services, including oral and vision care.

**Excluded Services:**

Health care services that this Policy doesn't provide benefits for or cover.

**Fee Schedule:** The negotiated amount to be paid by BlueChoice to Participating Providers for Covered Services.

**Genetic Information:**

Information about your genetic tests or the genetic tests of your family Members, or any request of or receipt by you or your family members of genetic services. Genetic Information does not include the age or sex of any individual.

**Habilitation Services:**

Health care services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and /or outpatient settings. All services must be provided by a licensed physical, occupational or speech therapist.

**Health Insurance Coverage:**

Benefits for medical care provided directly, through insurance, reimbursement or otherwise. It does not include benefits or coverage provided under:

1. Coverage for accident or disability income insurance, or any combination of the two;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' Compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for on-site medical clinics;
8. Other similar insurance coverage that's specified in regulations where benefits for medical care are secondary or incidental to other insurance benefits;
9. If offered separately:
  - a. Limited scope dental or vision benefits;
  - b. Benefits for Long-term Care, nursing home care, home health care, community-based care or any combination of them;
  - c. Such other similar, limited benefits as specified in regulations;
10. If offered as independent, non-coordinated benefits:
  - a. Coverage only for a specified disease or illness;
  - b. Hospital indemnity or other fixed indemnity insurance;
11. If offered as a separate insurance Policy:
  - a. Medicare supplemental Health Insurance;
  - b. Coverage to supplement coverage provided under Military, TRICARE; and
  - c. Coverage to supplement coverage under a group health plan.

**Health Status-Related Factor:**

Any one of these: health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, Genetic Information, evidence of insurability, and including conditions arising out of acts of domestic violence or disability.

**Hospital:**

An acute-care facility that:

1. Is licensed and operated according to the law; and
2. Primarily and continuously provides or operates medical, diagnostic, therapeutic and major surgical Facilities for the medical care or Behavioral Health care and treatment of injured or sick people on an Inpatient basis. The care must be provided under the supervision of a staff of duly licensed Physicians; and
3. Provides 24-hour nursing services by or under the supervision of registered nurses (RNs).

The term Hospital does not include long-term, chronic-care institutions or institutions (even when affiliated with or a part of the Hospital) that are, other than incidentally:

1. Convalescent, rest or nursing homes or Facilities; or
2. Facilities primarily affording custodial, educational or rehabilitatory care.

**Incapacitated Dependent:**

A child who is: (1) incapable of self-support because of developmental disability, Behavioral Health illness or physical incapacity; and (2) mainly dependent upon you for support and maintenance. The child must have developed the handicap before he or she reached age 26. Coverage of an Incapacitated Dependent will continue beyond the attainment age 26, provided proof of such incapacity and dependency is furnished to BlueChoice by you within 31 days of the child's reaching age 26, and as long as Coverage remains in force for you. For the child to remain covered, we must receive a Physician's written report at least every two years.

**Inpatient:**

A registered bed patient in a Hospital, Skilled Nursing Facility, Rehabilitation Facility or Mental Health or Substance Use Disorder Facility for whom a room and board charge is made.

**Investigational or Experimental:**

The use of services or supplies that we don't recognize in the United States as standard medical care for the treatment of conditions, diseases, illnesses or injuries. We may use the following criteria to determine whether a service or supply is Investigational or Experimental:

1. The service does not have final unrestricted market approval from the FDA or final approval from any other governmental regulatory body for the use in treatment of a specified condition.
2. The service does not have scientific evidence that permits conclusions concerning the effective of the technology on health outcomes.
3. The services do not improve the net health outcome.
4. The service has not been found to be as beneficial as any established alternatives.
5. The service does not show improvement outside the investigational settings.

If a service meets one or more of these criteria, it is Investigational or Experimental. We may consider opinions of professionals in a particular field and/or opinions and assessments of nationally recognized organizations, but they are not determinative or conclusive.

Our Medical Director, in making such determinations, may consult with or use medical and/or science industry references, including but not limited to the following sources of information:

1. FDA-approved market rulings
2. *The United States Pharmacopoeia and National Formulary*
3. The annotated publication titled, *Drugs, Facts, and Comparisons*, published by J. B. Lippincott Company
4. Available peer-reviewed literature
5. Appropriate consultation with professionals and/or Specialists on a local and national level.

**Long-term Care:**

Services that are not reasonably expected to result in measurable functional improvement in a reasonable and predictable period.

**Maximum Out-of-pocket:**

The most you pay for Covered Services in a year before this Plan begins to pay 100% of the Allowed Amount. This limit never includes your Premium, Balance-Billed charges, health care your Plan doesn't cover.

**Maximum Payment:**

The maximum amount we will pay (as determined by us) for a particular benefit. The Maximum Payment will not be affected by any credit. The Maximum Payment will be one of the following as determined by us in our discretion:

1. The actual charge submitted to us for the service, procedure, supply or equipment by a Provider;
2. An amount based upon the reimbursement rates established by the plan sponsor in its benefits checklist;
3. An amount that has been agreed upon in writing by a Provider and us or a member of the Blue Cross and Blue Shield Association;
4. An amount established by us, based upon factors including, but not limited to, (i) governmental reimbursement rates applicable to the service, procedure, supply or equipment, or (ii) reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved, geographic location and circumstances giving rise to the need for the service, procedure, supply or equipment;
5. The lowest amount of reimbursement we allow for the same or similar service, procedure, supply or equipment when provided by a Participating Provider/contracting Provider; or
6. The Medicare reimbursement rates.

**Medically Necessary:**

Health care services that a Provider, exercising prudent clinical judgment, would provide to prevent, evaluate, diagnose or treat an illness, injury, disease or its symptoms, and that are:

1. In accordance with generally accepted standards of medical practice; or
2. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; or
3. Not primarily for the convenience of the patient, caregiver, Physician or other health care Provider; or
4. 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 the purpose of determining Medically Necessary/Medical Necessity:

1. We have the discretion to utilize and rely upon medical and Behavioral Health standards, policies, guidelines, criteria, protocols, manuals or publications, either developed by us or, in our discretion, determined to be generally accepted by the medical and behavioral health community; and
2. "Generally Accepted Standards of Medical Practice" means United States standards that are based on credible scientific evidence published in peer-reviewed medical and/or behavioral health literature generally recognized by the relevant United States Medical and or behavioral health community, Physician or behavioral health specialty society recommendations, and/or any other relevant factors determined in our discretion; and
3. Our use of, including but not limited to, Corporate Administrative Medical ("CAM") Policies, Technology Evaluation Center ("TEC") Assessments and Clinical Protocols, and MCG Health, LLC Care Guidelines reflect and are clinically appropriate health care services and generally accepted standards of medical and behavioral health practice.

**Member:**

A person insured under this Policy.

**Mental Health:**

Conditions defined, described or classified as psychiatric disorders or conditions in the latest publication of The American Psychiatric Association, *Diagnostic and Statistical Manual of Mental Disorders*.

**Minimum Essential Coverage:**

Any of the following: 1) coverage under certain government-sponsored plans; 2) employer-sponsored plans, with respect to any employee; 3) plans in the individual market; 4) grandfathered health plans; and 5) any other health benefits coverage, such as a state health benefits risk pool, as recognized by the Health and Human Services Secretary.

**Multi-disciplinary Pain Management Program:**

A program that includes physicians of different specialties and non-physician Providers, who specialize in the assessment and management of patients with a range of painful diagnoses and chronic pain, to provide the interventions needed to allow the patients to develop pain coping skills and discontinue analgesic medication.

**Network:**

The facilities, Providers and suppliers we have contracted with to provide health care services.

**Outpatient:**

Receiving services or supplies in a setting that does not require an overnight stay.

**Participating:**

The relationship whereby a Provider of Covered Services has entered into a written agreement with BlueChoice HealthPlan to provide Covered Services to Members. The Participating status of a Provider may change from time to time. Providers who take part in the BlueCard program are Participating Providers in the context of this Policy.

**Patient-Centered Medical Home (PCMH):**

A model of care in which each patient has an ongoing relationship with a Primary Care Physician who coordinates a team to take a collective responsibility for patient care and, when appropriate, arranges for care with other qualified Physicians.

**Physician and other Clinicians:**

A person (other than an intern, resident or house Physician) duly licensed as a medical doctor, dentist, oral surgeon, podiatrist, osteopath, chiropractor, optometrist, ophthalmologist, Physician's assistant, licensed independent social worker or licensed doctoral psychologist, legally entitled to practice within the scope of his or her license and who normally bills for his or her services.

**Policyholder:**

You, or a parent or a legal guardian who purchased this insurance Policy to cover the Member and who is the owner of the Policy and payer of the Premiums.

**Premium:**

The amount that must be paid for your health insurance or plan.

**Prescription Drug Deductible:**

The amount you are responsible for paying for Covered Prescription Drug Services before we begin to pay each year. This Deductible is separate from the medical Deductible and does not count toward the medical Deductible. The medical Deductible does not apply toward the Prescription Drug Deductible.

**Prescription Drug List:**

A listing of Prescription Medications approved for a specified level of benefits by BlueChoice. This list shall be subject to periodic review and modification by BlueChoice. The most up-to-date version of the Prescription Drug List is always available on the BlueChoice website.

**Prescription Medication:**

A drug, including insulin, which has been determined to be safe and effective by the Food and Drug Administration (FDA) and which can, under Federal or State law, only be dispensed when ordered by a Physician who is duly licensed to prescribe such medication. The benefit for Prescription medication also includes:

1. Syringes and related supplies for conditions such as diabetes; and
2. Specific classes of over-the-counter medications designated as Prescription Medication by BlueChoice HealthPlan. If so designated, these classes of over-the-counter medications must be purchased at a Participating pharmacy with a prescription from a Participating Physician. The designated over-the-counter medications will be listed in the Prescription Drug List.

**Primary Care Physician (PCP):**

A Participating family doctor, general Physician, OB/GYN, pediatrician, osteopath or internal medicine Physician.

**Prosthetic Devices:**

Artificial replacement body parts needed to ease or correct a condition caused by an illness, injury or birth defect, disease or anomaly. A Physician must order the appliance or device. Prosthetics do not include bioelectric, microprocessor or computer programmed prosthetic components.

**Provider:**

Any of the following: A facility, Hospital, Skilled Nursing Facility, Rehabilitation/Habilitation facility, Mental Health or Substance Use Disorder facility, Residential Treatment Facility, Physician, Psychologist, and other Mental Health Clinicians, clinic and an Ambulatory Surgical Center licensed as required by the state where located, performing within the scope of the license, and acceptable to us or as listed. Providers also include:

1. Durable Medical Equipment supplier
2. Independent clinical laboratory
3. Occupational, Physical and Speech therapist
4. Pharmacy
5. Home Health Care Provider
6. Hospice Services Provider
7. Behavioral Health

**Recognized Amount:**

The lesser of the out-of-Network Provider's billed charges or our median contracted rate for in-Network Providers for the same or similar item or service furnished in the same or similar specialty in the same geographic region; provided that, except in connection with air ambulance services, if there is a recognized amount specified for this purpose under an applicable All-Payer Model Agreement under Section 1115A of the Social Security Act, or if not, under applicable state law, then such amount, as applicable, will instead serve as the Recognized Amount.

**Rehabilitation Facility:**

A Hospital or other freestanding medical facility that has a written agreement with us to provide services directed toward restoring full function and independent living for patients with neurological or other physical illnesses or injuries. These services consist of a multidisciplinary therapeutic program that includes physical therapy, occupational therapy and other therapeutic services on an Inpatient or Outpatient basis.

**Rehabilitation Services:**

Health care services that help a person improve skills and functioning that have been lost or impaired due to an illness or injury. These services may include physical, occupational and speech therapy services in a variety of inpatient and/or outpatient settings. The services must be provided by a licensed physical, occupational or speech therapist.

**Residential Treatment Center:**

A licensed institution, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients; and
2. Has the services of a Psychiatrist (Addictionologist, when applicable) or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PRN as indicated; and
3. Has a Physician or registered nurse (RN) present onsite who is in charge of patient care along with one or more registered nurses (RNs) or licensed practical nurses (LPNs) onsite at all times (24/7); and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat Behavioral Health disorders and is not a group or boarding home, boarding or therapeutic school, half-way house, sober living residence, wilderness camp or any other facility that provides Custodial Care; and
6. Is operating lawfully as a residential treatment center in the area where it is located.

**Schedule of Benefits:**

The pages issued to you as a part of this Policy that specify the amount of coverage provided, your Copayments, Coinsurance, Deductibles and limitations.

**Serious and Complex Condition:**

In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm, or in the case of a chronic illness or condition, a condition that (a) is life-threatening, degenerative, potentially disabling, or congenital, and (b) requires specialized medical care over a prolonged period of time.

**Skilled Nursing Facility:**

A licensed institution, other than a Hospital, that has a written agreement with us or another Blue Cross and/or Blue Shield plan, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients; and
2. Always has the services of a Physician available; and
3. Has a registered nurse (RN) or Physician on full-time duty who is in charge of patient care along with one or more registered nurses (RNs) or licensed practical nurses (LPNs) on duty at all times; and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing continuous skilled nursing care for sick or injured patients during the recovery stage of their illnesses or injuries and is not, other than incidentally, a rest home or a home for Custodial Care for the aged; and
6. Is operating lawfully as a skilled nursing home in the area where it is located.

In no event will the term “Skilled Nursing Facility” include an institution that mainly provides care and treatment for Substance Use Disorder or Mental Health Services.

**Sound Natural Tooth:**

Teeth that are free of active or chronic decay, have at least 50 percent bony support, are functional in the arch and have not been excessively weakened by multiple dental procedures. Also includes teeth that have been restored to normal function.

**Specialist:**

A Physician who is not a Primary Care Physician.



**Stabilized** – With respect to an Emergency Medical Condition, that no material deterioration of the condition is likely, within reasonable medical probability, to result from or occur during the transfer of the individual from a facility, or, with respect to an Emergency Medical Condition of a pregnant woman who is having contractions, that the woman has delivered (including the placenta).

**Substance Use Disorder:**

The continued use, abuse and/or dependence of legal or illegal substance(s), despite significant consequences or marked problems associated with the use as defined, described or classified in the latest publication of The American Psychiatric Association, *Diagnostic and Statistical Manual of Mental Disorders*.

**Surgery:**

1) The performance of generally accepted operative and cutting procedures including endoscopic examinations and other invasive procedures; 2) the correction or treatment of fractures and dislocations, including the placement of casts; and 3) other procedures deemed as reasonable and approved by us. This includes the usual necessary and related pre- and post-operative care.

**Telemedicine:**

Providing medical care using an interactive two-way telecommunications system (like real-time audio and video) that is compliant with the Health Insurance Portability and Accountable Act's security rules by an eligible Provider who is at a different location from you.

**Telemonitoring:**

Services where a Member transmits, whether by facsimile, e-mail, telephone or any other format, his or her specific health data (e.g. blood pressure, weight, etc.) to a Provider. Telemonitoring services are not covered.

**Tier:**

The level(s) of coverage specified on the Prescription Drug List with respect to Prescription Medication. The Prescription Drug List includes drugs on different Tiers, each with its own Copayment and/or Coinsurance levels. Drugs are chosen for each level based on their value, which takes into consideration their clinical benefit (how well they work) and their cost.

**To Stabilize** – with respect to an Emergency Medical Condition, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an Emergency.

**Urgent Care:**

Care for an illness, injury or condition serious enough that a reasonable person would seek care right away, but not so severe as to require Emergency Room care.

**Urgent Treatment Center:**

A medical facility where ambulatory patients can be treated on a walk-in basis, without appointment, and receive immediate non-Emergency care. It does not include a Hospital Emergency Room.

## **Summary of the South Carolina Life and Accident and Health Insurance Guaranty Association Act and Notice Concerning Coverage Limitations and Exclusions**

Residents of South Carolina who hold life insurance, annuities, or health insurance policies should know that the insurance companies and health maintenance organizations (HMOs) licensed in this state to write these types of insurance are required by law to be members of the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA). The purpose of SCLAHIGA 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 happens, SCLAHIGA 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 SCLAHIGA is limited. Consumers should shop around for insurance coverage and exercise care and diligence when selecting insurance coverage.

### **Disclaimer**

Under South Carolina law, the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA) may provide coverage of certain direct life insurance policies, accident and health insurance policies, annuity contracts and contracts supplemental to life, accident and health insurance policies and annuity contract claims (covered claims) if the insurer becomes impaired or insolvent. South Carolina law does not require the SCLAHIGA to provide coverage for every policy. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.**

Coverage is generally conditioned upon residence in this state. Other conditions that may preclude or exclude coverage are described in this notice. Even if coverage is provided, there are significant limits and exclusions. Please read the entire notice for further details on limitations and exclusions.

Insurance companies and insurance agents are prohibited by law from using the existence of the SCLAHIGA or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under SCLAHIGA when selecting an insurer. The South Carolina Life and Accident 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.

If you think the law has been violated, you may file a written complaint with the SCLAHIGA or the South Carolina Department of Insurance at the addresses listed below

<b>South Carolina Life and Accident and Health Insurance Guaranty Association</b> Attention: Executive Director P.O. Box 8625 Columbia, SC 29202	<b>South Carolina Department of Insurance</b> Attention: Office of Consumer Services 1201 Main Street, Suite 1000 Columbia, SC 29201 Electronic complaint submission via <a href="http://www.doi.sc.gov/complaint">www.doi.sc.gov/complaint</a>
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Please attach copies of all pertinent documentation. You may submit a written complaint or a complaint electronically to the Department through submission of the electronic form on the Department's website at [www.doi.sc.gov/complaint](http://www.doi.sc.gov/complaint). You should receive a response to your complaint within 10 days.

This safety-net coverage is provided for in the South Carolina Life and Accident and Health Insurance Guaranty Association Act (the Act). The following summary of the Act's coverages, exclusions and limits does not cover all provisions of the Act; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the SCLAHIGA.

## **COVERAGE**

Generally, individuals will be protected by the SCLAHIGA if they live in this state and hold a covered life, accident, health or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in South Carolina. The beneficiaries, payees or assignees of insured persons may also be protected if they live in another state unless circumstances described under the Act exclude coverage.

## **EXCLUSIONS FROM COVERAGE**

Persons who hold a covered life, accident, health or annuity policy, plan or contract are not protected by SCLAHIGA if:

- 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.);
- The insurer was not authorized to do business in this state; or
- They acquired rights to receive payments through a structured settlement factoring agreement.

SCLAHIGA also does not provide coverage for:

- A portion of a policy or contract or part thereof not guaranteed by the member insurer, or under which the risk is borne by the policy or contract owner;
- A policy or contract of reinsurance, unless assumption certificates have been issued;
- Interest rate or crediting rate yields or similar factors employed in calculating value changes that exceed an average rate;
- Any policy or contract issued by assessment mutuals, fraternal, and nonprofit hospital and medical service plans;
- Benefits payable by an employer, association or other person under: (a) a multiple employer welfare arrangement; (b) a minimum premium group insurance plan; (c) a stop-loss group insurance plan; or (d) an administrative services contract;
- A portion of a policy or contract to the extent that it provides for (a) dividends or experience rating credits; (b) voting rights; or (c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service to or administration of the policy or contract;
- A portion of a policy or contract to the extent that the assessments required by Section 38-29-80 with respect to the policy or contract are preempted by federal or state law;
- An obligation that does not arise under the express written terms of the policy or contract issued by the member insurer to the enrollee, certificate holder, contract owner or policy owner, including without limitation: (a) Claims based on marketing materials; (b) Claims based on side letters, riders or other documents that were issued by *the* member insurer without meeting applicable policy or contract form filing or approval requirements; (c) Misrepresentations of or regarding policy or contract benefits; (d) Extra-contractual claims; or (e) A claim for penalties or consequential or incidental damages;
- An unallocated annuity contract;
- A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or D or Medicaid; or
- Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes impaired or insolvent insurer, whichever is earlier.

## **LIMITS ON AMOUNTS OF COVERAGE**

The South Carolina Life and Accident and Health Insurance Guaranty Association Act also limits the amount that SCLAHIGA is obligated to pay for covered claims. The benefits for which SCLAHIGA may become liable shall in no event exceed the lesser of the following:

- With respect to one life, regardless of the number of policies or contracts: \$300,000 in life insurance death benefits, or not more than \$300,000 in net cash surrender and net cash withdrawal values for life insurance;
- For health insurance benefits: (a) \$300,000 for coverages not defined as disability income insurance or health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values; (b) \$300,000 for disability income insurance; (c) \$300,000 for long-term care insurance; (d) \$500,000 for health benefit plans; or
- \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

## Non-Discrimination Statement and Foreign Language Access

We do not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation or health status in our health plans, when we enroll members or provide benefits.

If you or someone you're assisting is disabled and needs interpretation assistance, help is available at the contact number posted on our website or listed in the materials included with this notice (TDD: 711).

Free language interpretation support is available for those who cannot read or speak English by calling one of the appropriate numbers listed below.

If you think we have not provided these services or have discriminated in any way, you can file a grievance by emailing [contact@hcrcompliance.com](mailto:contact@hcrcompliance.com) or by calling our Compliance area at 1-800-832-9686 or the U.S. Department of Health and Human Services, Office for Civil Rights at 1-800-368-1019 or 1-800-537-7697 (TDD).

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Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de este plan de salud, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-844-396-0183. (Spanish)

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如果您，或是您正在協助的對象，有關於本健康計畫方面的問題，您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請撥 1-844-396-0188。 (Chinese)

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Nếu quý vị, hoặc là người mà quý vị đang giúp đỡ, có những câu hỏi quan tâm về chương trình sức khỏe này, quý vị sẽ được giúp đỡ với các thông tin bằng ngôn ngữ của quý vị miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1-844-389-4838 (Vietnamese)

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이 건강보험에 관하여 궁금한 사항 혹은 질문이 있으시면 1-844-396-0187로 연락해 주십시오. 귀하의 비용 부담없이 한국어로 도와드립니다. (Korean)

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Kung ikaw, o ang iyong tinutulungan, ay may mga katanungan tungkol sa planong pangkalusugang ito, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika nang walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1-844-389-4839 . (Tagalog)

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Если у Вас или лица, которому вы помогаете, имеются вопросы по поводу Вашего плана медицинского обслуживания, то Вы имеете право на бесплатное получение помощи и информации на русском языке. Для разговора с переводчиком позвоните по телефону 1-844-389-4840. (Russian)

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إن كان لديك أو لدى شخص تساعدك أسئلة بخصوص خطة الصحة هذه، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة. للتحدث مع مترجم اتصل ب 1-844-396-0189 (Arabic)

Si ou menm oswa yon moun w ap ede gen kesyon konsènan plan sante sa a, se dwa w pou resevwa asistans ak enfòmasyon nan lang ou pale a, san ou pa gen pou peye pou sa. Pou pale avèk yon entèprèt, rele nan 1-844-398-6232. (French/Haitian Creole)

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Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions à propos de ce plan médical, vous avez le droit d'obtenir gratuitement de l'aide et des informations dans votre langue. Pour parler à un interprète, appelez le 1-844-396-0190. (French)

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Jeśli Ty lub osoba, której pomagasz, macie pytania odnośnie planu ubezpieczenia zdrowotnego, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 1-844-396-0186. (Polish)

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Se você, ou alguém a quem você está ajudando, tem perguntas sobre este plano de saúde, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-844-396-0182. (Portuguese)

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Se tu o qualcuno che stai aiutando avete domande su questo piano sanitario, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare 1-844-396-0184. (Italian)

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あなた、またはあなたがお世話をされている方が、この健康保険についてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合、1-844-396-0185 までお電話ください。 (Japanese)

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Falls Sie oder jemand, dem Sie helfen, Fragen zu diesem Krankenversicherungsplan haben bzw. hat, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-844-396-0191 an. (German)

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اگر شما یا فردی که به او کمک می کنید سؤالاتی در باره ی این برنامه ی بهداشتی داشته باشید، حق این را دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت کنید. برای صحبت کردن با مترجم، لطفاً با شماره ی 1-844-398-6233 تماس حاصل نمایید. (Persian-Farsi)

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Ni da doodago t'áá háída biká'aná nílwo'ígíí díí Béeso Ách'ááh naa'nílígi háá'ída yí na' ídíł kidgo, nihá'áhóót'i' nihí ká'a'doo wołgo kwii ha'át'íshíí bí na'ídołkidígi doo bik'é'azláagóó. Ata' halne'é ła' bich'í' ha desdzih nínízingo, kojí' béeesh bee hólne' 1-844-516-6328. (Navajo)