



# Blue Link<sup>SM</sup>

**A short-term direct-pay health care plan  
to help individuals in Alabama fill the gap  
when health coverage is temporarily unavailable**



**CONTRACT BOOKLET**



**BlueCross BlueShield  
of Alabama**

An Independent Licensee of the Blue Cross and Blue Shield Association.

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## OVERVIEW OF THE PLAN

This booklet contains a summary in English of your plan rights and benefits. If you have questions about your benefits please contact Customer Service at 1 888 258-1628. Simply request a Spanish translator and one will be provided to assist you in understanding your benefits.

***Atención por favor - Spanish***

***Este folleto contiene un resumen en inglés de sus beneficios y derechos del plan. Si tiene alguna pregunta acerca de sus beneficios, por favor póngase en contacto con el departamento de Servicio al Cliente llamando al 1 888 258-1628. Solicite simplemente un intérprete de español y se proporcionará uno para que le ayude a entender sus beneficios.***

**Purpose of the Plan:** The plan is intended to help you temporarily pay for some of the cost of medical care when other more comprehensive health coverage is unavailable to you. You may purchase this plan for a period of up to six consecutive months. You may reapply for a new contract after a six-month waiting period has elapsed following your contract cancel date. You may not cover family members under your plan. The plan contains a number of exclusions, which are more fully described in the Exclusions section of this booklet. Among other things, the plan excludes coverage for mental and nervous disorders, substance abuse, maternity, physical therapy, and occupational therapy.

**Pre-existing Conditions Not Covered:** The plan does not cover pre-existing conditions. Pre-existing conditions are defined in the Glossary of Terms. At the time you applied for coverage, you were asked to list conditions that are pre-existing. Any condition that you listed in your application as pre-existing will not be covered, nor will any other condition which we determine to be pre-existing.

**Cost Sharing Requirements:** The plan does not pay for all of your medical care. Benefits are limited to those described in this booklet. For covered services, you will normally be required to pay deductibles, copays, and coinsurance. These types of requirements, which are described throughout the remainder of this booklet, are meant to share the cost of medical care with you and help you to become a smarter consumer of health care benefits.

**Free Review Period:** If for any reason you are not satisfied with the plan, you may return it to us with your identification card within 30 days following your effective date. If you do this, we will refund any fees you have paid and obtain refunds for any benefits that we have paid to you or your provider.

**Glossary of Terms:** Near the end of this booklet you will find a Glossary of Terms, which identifies words and phrases that have specialized or particular meanings. In order to make this booklet more readable, we generally do not use initial capitalized letters to denote defined terms. Please take the time to familiarize yourself with the glossary so that you will understand your benefits.

**Receipt of Medical Care:** Even if this plan does not cover an expense or service, you and your physician are responsible for deciding whether you should receive the care or treatment.

**Beginning of Coverage:** The section of the booklet called Eligibility will tell you what is required to become covered under the plan and when your coverage begins.

**Nature of Coverage:** This plan is not group insurance or COBRA. If you recently lost group coverage or COBRA you may be eligible for coverage under the Alabama Health Insurance Program (AHIP). Qualifying individuals have a 63-day window in which they can enroll in AHIP. Generally AHIP does not impose pre-existing condition exclusion or other waiting periods. You can reach AHIP by calling the State Employees' Insurance Board in Montgomery, Alabama at 1 877 619-2447. If you become covered by this plan, you will no longer qualify for AHIP.

**Medical Necessity and Precertification:** The plan will only pay for care that is medically necessary and not investigational, as determined by us. We develop medical policies to aid us when we make such determinations. We publish many of these policies on the Internet at [www.bcbsal.com](http://www.bcbsal.com). The definitions of medical necessity and investigational are found in the Glossary of Terms. In some cases, we must pre-certify the medical necessity of your care. The provisions later in this booklet will tell you when precertification is required, and how to obtain it. Please note that pre-certification relates only to the medical necessity of care; it does not mean that your care will be covered under the plan.

**In-Network Benefits:** One way in which the plan tries to manage health care costs is through negotiated discounts with medical providers. Most plan benefits are available only when using In-network providers which are hospitals, physicians, and other health care providers that contract with Blue Cross and/or Blue Shield Plans for furnishing health care services at a reduced price (examples: PMD, Preferred Care, BlueCard PPO). In-network pharmacies are pharmacies that participate with Blue Cross and Blue Shield of Alabama or Preferred Care Services, Inc.

It is important for you to understand that these advantages apply only when the network provider is providing an in-network benefit to you. An "in-network benefit" means that the service or supply is covered under the plan as an in-network benefit and is also covered under the contract between us (or another Blue Cross and/or Blue Shield Plan, as applicable) and the provider. If a network provider furnishes a service or supply to you that is not covered under the provider's contract, benefits will not be processed as in-network benefits.

When you are outside our service area and experience an accident or medical emergency, limited benefits may be available for out-of-network providers; however, in-network providers are usually available. In-network providers must be designated by the local Blue Cross and/or Blue Shield Plan as BlueCard PPO providers. (See the definition of BlueCard PPO program in the Glossary of Terms). Please call 1 800 810-BLUE (2583) or access the web site at [www.bluecares.com](http://www.bluecares.com) to find out if your provider is a BlueCard PPO member. You can also go to [www.bcbsal.com](http://www.bcbsal.com) to obtain the same information.

**Claims and Appeals:** When you receive services from a network provider, the provider will in most cases file claims for you. In other cases, you may be required to pay the provider and then file a claim with us for reimbursement under the terms of the plan. If we deny a claim in whole or in part you may file an appeal with us and we will give the claim a full and fair review. The provisions of the plan dealing with claims and appeals are found later on in this booklet.

**Arbitration:** In order to provide for an efficient and fair resolution of disputes, the plan contains arbitration provisions. These provisions are explained in the section of this booklet called General Information. When you submitted your application to us, you agreed to be bound by these arbitration provisions.

**Changes in the Plan:** From time to time it may be necessary for us to make limited changes to the terms of the plan. When this occurs we will give you written notice. The rules we follow for changing the terms of the plan are described later in the section called Health Plan Changes.

**Termination of Coverage:** The section called Eligibility tells you when coverage will terminate under the plan. As previously noted, you may only maintain coverage for up to six consecutive months. If coverage terminates, no benefits will be provided thereafter, even if for a condition or course of treatment that began before termination. Once your coverage terminates, you must wait six months to purchase a new plan.

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## ELIGIBILITY

### Who Is Eligible For This Plan?

You are eligible for this plan if all of the following requirements are satisfied:

- You are a resident of Alabama under the age of 65; and,
- You are not eligible for, or entitled to, Medicare.

If the applicant is under the age of 19, a parent or legal guardian must submit an application for coverage on the child's behalf and assume responsibility for payment of all premiums.

### May I Cover My Family Members When I Apply For the Plan or May I Add a Newly Acquired Spouse or Children After I Have Obtained Coverage Under the Plan?

No. This is individual coverage only. Each person who is interested in coverage under this plan must complete and submit an application for coverage, or have an application completed and submitted on his or her behalf (if under the age of 19).

### When Does Coverage Begin?

If we accept your application, we will send you an identification card. Your coverage begins on the effective date shown on your identification card provided that you pay your premiums at the time of application or in full within the 30-day grace period following your effective date. If you fail to pay your premiums in full either at the time of application or during the 30-day grace period, your coverage will be canceled as of the effective date.

### What Happens If Blue Cross Declines to Issue a Contract?

If we decline to issue a contract, all the law requires us to do is refund any fees paid with respect to the application.

### What Happens If I Later Become Covered Under Medicare or Some Other Group or Individual Health Plan?

*Medicare (Age 65):* If you become eligible for, or entitled to, Medicare on account of turning age 65, your coverage under the plan will end as of the first day of the month following your attainment of age 65.

*Medicare (Disability and End Stage Renal Disease):* If you become eligible for, or entitled to, Medicare on account of disability or end stage renal disease (ESRD) (regardless of whether you actually obtain coverage under Medicare), you may continue to keep your coverage under the plan, but the only benefits payable under the plan will be for services that are not included in the coverage of Parts A or B of Medicare - such as for the purchase of authorized prescription drugs. In other words, the plan will not pay primary, secondary, or supplemental benefits to Medicare, will not pay for any services included in the benefits provided by Medicare, and will not pay for the copays and deductibles left by Medicare.

*Other Health Plan Coverage:* If you obtain coverage under some other group or individual health policy or plan, you should see the section later in the booklet called Coordination of Benefits for information about how coverage under this plan will coordinate with other health plan coverage.

## **When Does Coverage End?**

Plan coverage ends when the first of the following happens:

1. You fail to pay all applicable fees for coverage within the first 30 days following the effective date of your coverage, in which case coverage will be cancelled as of the effective date of coverage;
2. You fail to pay subsequent fees for coverage within the 30 day grace period;
3. You are no longer a resident of the State of Alabama;
4. The first day of the month following the month in which you turn age 65;
5. The date of your death;
6. Upon discovery of fraud or intentional misrepresentation or omission of a material fact (for example, you fail to properly identify any pre-existing medical conditions at the time you apply for coverage);
7. Upon completion of six consecutive months of coverage; or,
8. Upon termination of the plan as explained later in this booklet in the section called General Information.

In all cases the termination occurs automatically and without notice. All the dates of termination assume that payment for coverage in the proper amount has been made to that date. If it has not, termination will occur back to the date for which coverage was last paid.

## **Are There Any Continuation of Coverage Rights Under the Plan?**

No. Upon termination of coverage for any one of the reasons stated above, this plan does not provide Continuation of Coverage rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) nor any other continuation of coverage.

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## COST SHARING

<b>PLAN DEDUCTIBLE</b>	\$1,000
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**Plan Deductible:** The plan deductible is the amount you must pay for medical expenses covered by the plan before your health care benefits begin. The plan deductible will be applied to claims in the order in which they are processed regardless of the order in which they are received. Other portions of this booklet will tell you when your receipt of benefits is subject to the plan deductible.

If you lose coverage and then purchase a new contract, amounts you paid under any prior contracts will not count towards your new contract's plan deductible. (That is, your plan deductible starts over.)

<b>OUT-OF-POCKET MAXIMUM</b>	\$3,000
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**Out-of-Pocket Maximum:** The out-of-pocket maximum applies to expenses you incur in connection with the following:

- Coinsurance to in-network providers (except coinsurance for prescription drugs). As explained below under the section called Cost Sharing Provisions, coinsurance is the amount that you must pay as a percent of the allowed amount.

Amounts you pay that are used to satisfy the plan deductible do not count towards the out-of-pocket maximum. Once the out-of-pocket maximum has been reached, you will no longer be required to pay the expenses listed above for the remainder of the plan period; however, all other cost sharing requirements under the plan, such as outpatient hospital copayments (that is, fixed dollar amounts that you must pay upon the receipt of care), will continue to apply.

Non-covered expenses and copays or coinsurance for out-of-network providers do not count towards the out-of-pocket maximum.

If you lose coverage and then purchase a new contract, your out-of-pocket expenses under any prior contracts will not count towards your out-of-pocket maximum under your new contract. (That is, your out-of-pocket maximum starts over.)

<b>PRESCRIPTION DRUG MAXIMUM</b>	\$1,500
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**Prescription Drug Maximum:** The prescription drug maximum applies to the in-network allowance for prescription drugs. Prescription drugs you purchase from an out-of-network pharmacy are not covered, and therefore do not count toward your prescription drug maximum. Once you have reached your prescription drug maximum, no further prescription drug benefits are available.

If you lose coverage and then purchase a new contract, prescription drug expenses paid under any prior contract will not count toward your prescription drug maximum under your new contract. (That is, your prescription drug maximum starts over.)

<b>CONTRACT MAXIMUM</b>	\$1,000,000 per individual
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**Contract Maximum:** The contract maximum benefit under the plan is shown above. Unless otherwise noted in other portions of this booklet, the contract maximum applies to the following benefits:

- Other Covered Services
- Out-of-network services and supplies

Individual Case Management Benefits may also, in some cases, count towards the contract maximum.

The contract maximum does not begin again if you lose coverage and then reapply and obtain a new contract.

<b>OTHER COST SHARING PROVISIONS</b>	See below
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**Other Cost Sharing Provisions:** The plan may also impose other types of cost sharing requirements, such as the following:

- *Copays.* A copay is a fixed dollar amount you must pay on receipt of care. A common example is a copay that must be paid when you go to the outpatient department of the hospital.
- *Coinsurance.* Coinsurance is the amount that you must pay as a percent of the allowed amount. A common example is the 20% of the allowed amount that you must pay when you receive care in the physician's office.
- *Amounts in excess of the allowed amount.* As a general rule, and as explained in more detail in the Glossary of Terms, the allowed amount may be less than the provider's actual charges. When you receive benefits from an out-of-network provider, for example, you may be responsible for paying the provider's charges in excess of the allowed amount.

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## BENEFITS

This portion of the booklet tells you what benefits are available under the plan. It is organized for the most part by the type of service or supply being provided. For example, if you go to the emergency room of a hospital for treatment of an illness or injury, we might receive claims from the hospital, claims from an emergency room physician, and claims from a radiologist who looked at your x-rays. These claims will be separately processed according to the portions of this booklet that apply to them, depending in part on the manner in which the providers file the claims, even though they all arise out of a single episode of care.

The benefit tables below will tell you the benefit percentage for the type of service and supply involved depending upon whether you are receiving services and supplies in-network or out-of-network. It is important for you to note three things about these tables. First, the benefit percentages are stated in reference to the allowed amount. Allowed amount is defined in the Glossary of Terms. Second, the benefit percentages represent the amount that the plan will pay. If the percentage is less than 100% (for example, 80%), you will be responsible for the remaining 20%. Third, expenses for most out-of-network services and supplies are not covered. For any out-of-network services that are covered, you will be responsible for charges in excess of the allowed amount.

It is important for you to read this portion of the booklet, in addition to the exclusions, in its entirety so that you will understand how your benefits under the plan relate to one another. For example, in most cases, outpatient hospital benefits are processed according to the section below called Outpatient Hospital Benefits. But in some cases outpatient hospital benefits are processed as Other Covered Services.

### Inpatient Hospital Benefits

**NOTE:**        **Preadmission Certification** is required for all hospital admissions.

For emergency hospital admissions, we must receive notification within 48 hours of the admission.

Preadmission certification does not mean that your admission is covered. It only means that we have approved the medical necessity of the admission. For example, your admission may relate to a pre-existing condition for which benefits are not available to you under the plan.

In many cases your provider will initiate the preadmission certification process for you. You should be sure to check with your admitting physician or the hospital admitting office to confirm whether preadmission certification has been obtained.

**For precertification call 1 800-248-2342 (toll-free)**

A \$250.00 per admission penalty will apply if no preadmission certification is received for a covered admission.

INPATIENT HOSPITAL BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Inpatient Hospital Services</b>	Covered at 100% after \$200 per day copay for days 1-5 for each admission.	<p><b>Outside Alabama:</b> Available for accidental injury and medical emergency only: Covered at 50% subject to the plan deductible.</p> <p><b>In Alabama:</b> Available only for accidental injury; covered at 75% of hospital's charge for ancillary services and supplies plus \$10 a day for room, board and nursing</p>

Inpatient hospital benefits consist of the following if provided during a hospital stay:

1. Bed and board and general nursing care in a semiprivate room;
2. Use of special hospital units such as intensive care or burn care and the hospital nurses who staff them;
3. Use of operating, recovery, and treatment rooms and the equipment in them;
4. Administration of anesthetics by hospital employees and all necessary equipment and supplies;
5. Casts, splints, surgical dressings, treatment and dressing trays;
6. Diagnostic tests, including laboratory exams, metabolism tests, cardiographic exams, encephalographic exams, and x-rays;
7. Radiation therapy and chemotherapy;
8. Oxygen and equipment to administer it;
9. All drugs and medicines used by you if administered in the hospital;
10. Blood transfusions administered by a hospital employee.

Inpatient hospital benefits do not include services and expenses provided to a hospital patient that could have been provided on an outpatient basis given the patient's condition and the services provided. Benefits for those services will apply as though the services were provided on an outpatient basis. Examples are hospital stays primarily for diagnosis, diagnostic study, medical observation, and rehabilitation.

## Outpatient Hospital Benefits

OUTPATIENT HOSPITAL BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Outpatient Surgery (Including Ambulatory Surgical Centers)</b>	Covered at 100% after \$300 hospital copay	Not covered
<b>Emergency Room</b>	Covered at 100% after \$300 hospital copay	Covered at 50% subject to the plan deductible  <b>In Alabama:</b> Covered for accidental injury only <b>Outside Alabama:</b> Covered for accidental injury and medical emergency only
<b>Outpatient Diagnostic Lab, X-ray and Pathology</b>	Covered at 100% after \$300 hospital copay	Not covered
<b>Outpatient Dialysis, IV Therapy, Chemotherapy &amp; Radiation Therapy</b>	Covered at 100%	Not covered

Covered Outpatient hospital services will be processed as Other Covered Services (subject to the plan deductible and applicable coinsurance) rather than as Outpatient Hospital Benefits, if (1) the facility bills for an emergency room visit but the patient's condition does not meet the definition of a medical emergency, (this includes any lab and x-ray exams and other diagnostic tests associated with the emergency room fee) or (2) the covered services or supplies you receive are not listed in the table above.

If you receive outpatient hospital services in an out-of-network hospital in Alabama, no benefits are payable under this or any other section of the booklet unless services are to treat an accidental injury.

## Physician Benefits

PHYSICIAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Office Visits &amp; Consultations</b>	Covered at 80% subject to the plan deductible	Not covered
<b>Emergency Room Physician</b>	Covered at 80% subject to the plan deductible	Covered at 50% subject to the plan deductible  <b>In Alabama:</b> Covered for accidental injury only <b>Outside Alabama:</b> Covered for accidental injury and medical emergency only
<b>Surgery, Second Surgical Opinions &amp; Anesthesia</b>	Covered at 80% subject to the plan deductible	Not covered
<b>Inpatient Visits and Inpatient Consultations</b>	Covered at 80% subject to the plan deductible	Covered at 50% subject to the plan deductible  <b>In Alabama:</b> Covered for accidental injury only <b>Outside Alabama:</b> Covered for accidental injury and medical emergency only

PHYSICIAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Diagnostic Lab, X-rays and Pathology</b>	Covered at 80% subject to the plan deductible	Not covered
<b>Chemotherapy and Radiation Therapy</b>	Covered at 80% subject to the plan deductible	Not covered

The following terms and conditions apply to Physician Benefits:

1. Surgical care includes preoperative and postoperative care, reduction of fractures, and endoscopic procedures, and heart catheterization. The allowed amount for surgical care follows these rules:
  - If two or more related surgical procedures are done in the same sessions, we allow for only the procedure with the greater allowed amount. If the procedures are not related but done during the same session, we allow the full allowed amount for the procedure with the largest allowance and one-half of the allowed amount for each of the others.
  - When two different specialists assist each other to operate in the same field as co-surgeons, we allow each 75% of the allowed amount for the surgery. We will not allow them more for assisting in surgery, as they assisted each other.
2. Inpatient hospital visits are covered; but if you are admitted to a hospital for surgery or radiation therapy these visits are covered only if the visits are for an unrelated condition.
3. Inpatient consultations by a specialty provider are limited to one for each hospital stay.
4. Emergency room physician services are normally covered unless they constitute surgery services in which case the physician's fee is part of the surgical benefit.

### Routine Physician Benefits

ROUTINE PHYSICIAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Routine Wellness</b> Limited to one office visit and related services up to \$500	Covered at 80% subject to the plan deductible	Not covered

The plan provides Routine Physician Benefits only when the physician is an in-network physician. If you receive routine physician services from an out-of-network physician, the services will not be covered under this or any other portion of the plan.

Routine immunizations are covered if:

- Administered at any age to prevent diphtheria, tetanus, pertussis, polio, rubella, mumps, measles, HIB (meningitis, epiglottitis and joint infections), hepatitis B, influenza, and chicken pox; or,
- Administered during the first 24 months of life to prevent flu and invasive pneumococcal disease.

## Other Covered Services

	IN-NETWORK	OUT-OF-NETWORK
<b>Durable Medical Equipment (DME) and Supplies</b>	Covered at 80% subject to the plan deductible	Not covered

Durable medical equipment and supplies consist of the following:

- Artificial arms and other prosthetics, leg braces, and other orthopedic devices; and,
- Medical supplies such as oxygen, crutches, casts, catheters, colostomy bags and supplies, and splints.

Benefits for durable medical equipment will be based on the lesser of the rental or purchase price.

	IN-NETWORK	OUT-OF-NETWORK
<b>Outpatient Hospital Services and Supplies (Including Lab and X-ray Exams and Other Diagnostic Tests)</b>	Covered at 80% subject to the plan deductible	Not covered

Covered Outpatient hospital services and supplies are payable as Other Covered Services if (1) the hospital bills for an emergency room visit but the patient's condition does not meet the definition of a medical emergency, (this includes any lab and x-ray exams and other diagnostic tests associated with the emergency room fee) or (2) covered services or supplies received are not listed in the table called Outpatient Hospital or Surgical Center Benefits (earlier in this booklet).

	IN-NETWORK	OUT-OF-NETWORK
<b>Ambulance services</b>	Covered at 80% subject to the plan deductible	Covered at 50% subject to the plan deductible
<b>Accident related dental services, which consist of treatment of natural teeth injured by force outside your mouth or body if service is received within 90 days of the injury</b>	Covered at 80% subject to the plan deductible	Not covered
<b>Dialysis services at a renal dialysis facility</b>	Covered at 80% subject to the plan deductible	Not covered

## Prescription Drug Benefits

PRESCRIPTION DRUG BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Prescription Drugs	<p><b>Generic drugs:</b> You pay 20% or \$20 per prescription copay (whichever is greater)</p> <p><b>Preferred brand drugs:</b> You pay 30% or \$30 per prescription copay (whichever is greater)</p> <p><b>Other brand name drugs:</b> You pay 50% or \$50 per prescription copay (whichever is greater)</p> <p><b>Brand name drugs for which a generic equivalent is available:</b> <b>Not covered</b></p> <p>\$1,500 prescription drug maximum</p>	Not covered

Prescription drug benefits are subject to the following terms and conditions:

1. To be eligible for benefits, drugs must be legend drugs prescribed by a physician and dispensed by a licensed pharmacist. Legend drugs are medicines which must by law be labeled, "Caution: Federal law prohibits dispensing without a prescription." Compound drugs may be covered if at least one of the drugs in the compound is a legend drug.
2. You must satisfy in-network copays with respect to each prescription.
3. Drugs can be dispensed up to a maximum 90-day supply. You must satisfy the copay requirement for each 30-day supply. Refills of prescriptions are allowed only after 60% of the previous prescription has been used (e.g., 18 days into a 30-day supply).
4. In some cases, drugs may require prior authorization. Your in-network pharmacist will advise you if prior authorization is required.
5. Insulin, needles, and syringes purchased on the same day in the same quantity will have one copay; otherwise, each has a separate copay. Blood glucose strips and lancets purchased on the same day in the same quantity will have one copay. Otherwise, each has a separate copay. Glucose monitors always have a separate copay. These are the only diabetic supplies available as prescription drug benefits under the plan.

## Health Management Benefits

HEALTH MANAGEMENT BENEFITS	
Individual Case Management	Coordinates care in event of catastrophic or lengthy illness or injury

Unfortunately, some people suffer from catastrophic, long-term or chronic illness or injury. If you suffer due to one of these conditions, a Blue Cross Registered Nurse may assist you in accessing the most appropriate health care benefits for your condition. The nurse case manager will work with you, your physician, and other health care professionals to design a benefit treatment plan to best meet your health care needs. In order to implement the plan, you, your physician, and Blue Cross must agree to the terms of the plan. The program is voluntary to you and your physician. Under no circumstances are you required to work with a Blue Cross case management nurse. Benefits provided to you through Individual Case Management are subject to your benefit contract maximums. If you think that you may benefit from Individual Case Management, please call the Health Management division at (205) 733-7067 or 1 800 821-7231.

## Additional Benefit Information

### Organ, Tissue, and Bone Marrow/Cell Transplants

The organs and tissue for which there are transplant benefits are: (1) heart; (2) liver; (3) lungs; (4) pancreas; (5) kidney; (6) heart-valve; (7) skin; (8) cornea; and (9) small bowel. Bone marrow transplants, which include stem cells and tissue to restore or make stronger the bone marrow function, are also included. The transplant must be performed in a hospital or other facility on our list of approved facilities for that type of transplant and it must have our advance written approval. When we approve a facility for transplant services it is limited to the specific types of transplants stated. Donor organ costs are limited to search, removal, storage and transporting of the organ and removal team.

There are no transplant benefits for: (1) any artificial or mechanical devices; (2) organ or bone marrow transplants from animals; (3) donor costs available through other group coverage; (4) if any government funding is provided; (5) the recipient if not covered by this plan; (6) recipient or donor room, food, or transportation costs we did not approve in writing; (7) a condition or disease for which a transplant is considered investigational; (8) transplants performed in a facility not on our approved list for that type or for which we have not given written approval in advance.

### Mammograms

Benefits for mammograms vary depending upon the reason the procedure is performed and the way in which the provider files the claim.

- If the mammogram is performed in connection with the diagnosis or treatment of a medical condition, and if the provider properly files the claim with this information, we will process the claim as a diagnostic procedure according to the benefit provisions of the plan dealing with diagnostic x-rays.
- If you are at high risk of developing breast cancer or you have a family history of breast cancer - within the meaning of our medical guidelines - and if the provider properly files the claim with this information, we will process the claim as a diagnostic procedure according to the benefit provisions of the plan dealing with diagnostic x-rays.
- In all other cases the claim will be subject to the routine wellness benefit provisions and limits described elsewhere in this booklet.

### BlueCard Copay and Coinsurance

When you obtain health care services through the BlueCard Program outside the geographic area we serve, the amount you pay for covered services is calculated on the **lower** of:

- The billed charges for your covered services, or
- The negotiated price that the local Blue Cross and/or Blue Shield Plan (Host Plan) passes on to us.

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

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

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## Health Benefit Exclusions

We **will not** provide benefits under any portion of this booklet for the following:

### A

Services or expenses for or related to **abortions**.

Services or expenses for or related to the treatment of **alcoholism**.

Services or expenses for or related to **allergy** testing and treatment.

Services or expenses for or related to the treatment of infertility and/or Assisted Reproductive Technology (**ART**). ART is any process of taking human eggs or sperm or both and putting them into a medium or the body to try to cause reproduction. Examples of ART are in vitro fertilization and gamete intrafallopian transfer.

Services or expenses for **acupuncture**, biofeedback and other forms of self-care or self-help training.

**Anesthesia** services or supplies or both by local infiltration.

Services, care, treatment or supplies furnished by a provider that is not recognized by us as an **approved provider** for the type of service or supply being furnished. For example, we reserve the right not to pay for some or all services or supplies furnished by certain persons who are not medical doctors (M.D.s), even if the services or supplies are within the scope of the provider's license. Call Customer Service if you have any question as to whether your provider is recognized as an approved provider for the services or supplies that you intend to receive.

### B

Services or expenses for or related to **birth defects**.

### C

Services or expenses of any kind rendered by a **Doctor of Chiropractic** (D.C.).

Services or expenses for which a **claim** is not properly submitted to Blue Cross.

Services or expenses for a **claim we have not received within 12 months** after services were rendered or expenses incurred.

Services or expenses for or related to **cochlear implants**.

Services or expenses for personal hygiene, **comfort or convenience** items such as: air-conditioners, humidifiers, whirlpool baths, and physical fitness or exercise apparel. Exercise equipment is also excluded. Some examples of exercise equipment are shoes, weights, exercise bicycles or tracks, weights or variable resistance machinery, and equipment producing isolated muscle evaluations and strengthening. Treatment programs, the use of equipment to strengthen muscles according to preset rules, and related services performed during the same therapy session are also excluded.

Services or expenses for or related to **contraceptives** except when medically necessary and not for birth control.

Services or expenses for sanitarium care, **convalescent care**, or rest care.

Services or expenses for cosmetic surgery. **Cosmetic Surgery** is any surgery done primarily to improve or change the way one appears. "Reconstructive surgery" is any surgery done primarily to restore or improve the way the body works or correct deformities that result from disease, trauma or birth defects. Reconstructive surgery is a covered benefit; cosmetic surgery is not. Complications or later surgery related in any way to cosmetic surgery is not covered, even if medically necessary, if caused by an accident, or if done for mental or emotional relief.

- a. You may contact us prior to surgery to find out whether a procedure will be reconstructive or cosmetic. You and your physician must prove to our satisfaction that surgery is reconstructive and not cosmetic. You must show us history and physical exams, visual fields measures, photographs and medical records before and after surgery. We may not be able to determine prior to your surgery whether or not the proposed procedure will be considered cosmetic.
- b. Some surgery is always cosmetic such as ear piercing, neck tucks, face lifts, buttock and thigh lifts, implants to small but normal breasts, hair implants for male pattern baldness and correction of frown lines on the forehead. In other surgery, such as blepharoplasty (eyelids), rhinoplasty (nose), chemical peel and chin implants, it depends on why that procedure was done. For example, a person with a deviated septum may have trouble breathing and may have many sinus infections. To correct this they have septoplasty. During surgery the physician may remove a hump or shorten the nose (rhinoplasty). The septoplasty would be reconstructive surgery while the rhinoplasty would be denied as cosmetic surgery. Surgery to remove excess skin from the eyelids (blepharoplasty) would be cosmetic if done to improve your appearance, but reconstructive if done because your eyelids kept you from seeing very well.

Services or expenses for treatment of injury sustained in the commission of a **crime** or for treatment while confined in a prison, jail, or other penal institution.

Services or expenses for **custodial care**. Care is "custodial" when its primary purpose is to provide room and board, routine nursing care, training in personal hygiene, and other forms of self-care or supervisory care by a physician for a person who is mentally or physically disabled.

## D

**Dental** implants into, across, or just above the bone and related appliances. Services or expenses to prepare the mouth for dental implants such as those to increase the upper and lower jaws or their borders, sinus lift process, guided tissue regrowth or any other surgery, bone grafts, hydroxyapatite and similar materials. These services, supplies or expenses are not covered even if they are needed to treat conditions existing at birth, while growing, or resulting from an accident. These services, supplies or expenses are excluded even if they are medically or dentally necessary.

Services or expenses for or related to the treatment of **drug addiction**.

**Drugs** or medicines dispensed from a pharmacy that is not a Participating Pharmacy or for brand name drugs for which there is a generic equivalent available.

## E

Services, care, or treatment you receive after the **ending date of your coverage**. This means, for example, that if you are in the hospital when your coverage ends, we will not pay for any more hospital days. We do not insure against any condition. We provide benefits only for services and expenses furnished while this plan is in effect.

**Eyeglasses** or contact lenses or related examination or fittings. One pair of eyeglasses, contact lenses or one pair of each will be considered under Other Covered Services if they replace the lens of the eye after eye surgery or injury or defect.

Services or expenses for **eye** exercises, eye refractions, visual training orthoptics, shaping the cornea with contact lenses, or any surgery on the eye to improve vision including radial keratotomy.

## **F**

Services or expenses in any **federal hospital or facility** except as provided by federal law.

Services or expenses for routine **foot care** such as removal of corns or calluses or the trimming of nails (except mycotic nails).

## **G**

Services or expenses covered in whole or in part under the laws of the United States, any state, county, city, town or other **governmental** agency that provides or pays for care, through insurance or any other means. This applies even if the law does not cover all your expenses.

## **H**

**Hearing aids** or examinations or fittings for them.

Services, care or supplies provided by a **home health** care agency other than covered items of durable medical equipment.

Services, care or supplies provided by a **hospice**.

Services and expenses provided to a **hospital patient** at a covered facility, which could have been provided on an outpatient basis, given the patient's condition and the services provided. Other Covered Service benefits for those services will apply as though the services were provided on an outpatient basis. Examples are hospital stays primarily for diagnosis, diagnostic study and medical observation.

Services or expenses for or related to a **hysterectomy**. (This includes any related procedure such as removing the ovaries with a hysterectomy.)

## **I**

**Investigational** treatment, procedures, facilities, drugs, drug usage, equipment, or supplies, including services that are part of a clinical trial.

Services or expenses for or related to the treatment of **impotence** or erectile dysfunction, including prescription medications and surgery to implant or remove a penile prosthesis.

## **J**

Services or expenses for or related to surgery performed to reposition the **jaw**, or to treat or correct malocclusions and jaw deformities (orthognathic surgery).

Services or expenses for or related to **joint replacement**.

## **L**

Services or expenses which you are not **legally obligated to pay**, or for which no charge would be made if you had no health coverage.

## M

Services or expenses we determine are not **medically necessary**.

Services or expenses for or related to **mental and nervous disorders or disease** (including alcoholism and drug addiction).

## N

Services or expenses of any kind for **nicotine addiction** such as smoking cessation treatment. The only exception to this exclusion is expenses for nicotine withdrawal drugs prescribed by a physician and dispensed by a licensed pharmacist from a Participating Pharmacy.

Services or expenses of any kind provided by a **Non-Participating Hospital** located in Alabama for any benefits under this plan, except for inpatient and outpatient hospital benefits in case of accidental injury.

Services, care or treatment you receive during any period of time with respect to which we have **not been paid for your coverage** and that **nonpayment** results in termination.

## O

Services or expenses for **occupational therapy**.

## P

Services or expenses for **physical therapy**.

Services or expenses for "**pre-existing conditions**." A pre-existing condition is any condition, no matter how caused, for which you received medical advice, a diagnosis, care, or for which treatment was recommended or received during the two-year period preceding your effective date. Even if your condition is not diagnosed until after your effective date, we will treat your condition as pre-existing if treatment was recommended or received during the two-year period preceding your effective date for symptoms that are consistent with the presence of your condition.

Services for or related to **pregnancy**, including prenatal and postpartum care.

Services or expenses of **private duty nurses**. Private duty nursing services consist of nursing care by a licensed professional nurse (R.N.) or a licensed practical nurse (L.P.N.) provided specifically to the patient and arranged by the patient or his/her family.

## R

Services or expenses for **recreational** or educational therapy.

Hospital admissions in whole or in part when the patient primarily receives **rehabilitation** services such as physical therapy, speech therapy, or occupational therapy.

Services or expenses any provider rendered to a subscriber who is **related** to the provider by blood or marriage or who regularly resides in the provider's household. Examples of a provider include a physician, a licensed registered nurse (R.N.), a licensed practical nurse (L.P.N.) or a licensed physical therapist.

Services provided by a Non-Participating **Renal Dialysis Facility** in Alabama.

## S

Services or expenses for, or related to, **sexual dysfunctions** or inadequacies or which are related to surgical **sex transformations**.

Services or expenses for or related to **sinus** surgery.

Services or expenses for treatment of **sleep disorders**.

Services or expenses for **speech therapy**

Services or expenses for or related to **sterilization** or reverse sterilization.

Services or expenses for or related to **substance abuse**.

## T

Services or expenses to care for, treat, fill, extract, remove or replace **teeth** or to increase the periodontium. The periodontium includes the gums, the membrane surrounding the root of a tooth, the layer of bone covering the root of a tooth and the upper and lower jaws and their borders, which contain the sockets for the teeth. Care to treat the periodontium, dental pulp or "dead" teeth, irregularities in the position of the teeth, artificial dental structures such as crowns, bridges or dentures, or any other type of dental procedure is excluded. Hydroxyapatite or any other material to make the gums rigid is excluded. It does not matter whether their purpose is to improve conditions inside or outside the mouth (oral cavity). These services, supplies or expenses are not covered even if they are used to prepare a patient for services or procedures that are plan benefits. For example, braces on the teeth are excluded for any purpose, even to prepare a person with a cleft palate for surgery on the bones of the jaw or because of injury of natural teeth. This exclusion does not apply, except as indicated above, to those services by a physician to treat or replace natural teeth which are harmed by accidental injury covered under Other Covered Services.

Services provided through **teleconsultation**.

Treatment for or related to **temporomandibular joint (TMJ) disorders**. This includes Phase I and Phase II Treatment, therapy or exams, according to the guidelines approved by the Academy of Craniomandibular Disorders. These treatments permanently alter the teeth or the way they meet and include such services as balancing the teeth, shaping the teeth, reshaping the teeth, restorative treatment, treatment involving artificial dental structures such as crowns, bridges or dentures, full mouth rehabilitation, dental implants, treatment for irregularities in the position of the teeth (such as braces or other orthodontic appliances) or a combination of these treatments.

Services or expenses for or related to the placement of **tubes** in the ear (i.e. tympanostomy and myringotomy).

**Travel**, even if prescribed by your physician.

Services or expenses for or related to organ, tissue or cell **transplantations** except specifically as allowed by this plan.

Services or expenses for or related to the removal of **tonsils** and/or adenoids.

## W

Services or expenses in cases covered in whole or in part by **workers' compensation** or employers' liability laws, state or federal. This applies whether even if you fail to file a claim under that law. It applies whether the law is enforced against or assumed by the employer. It applies whether the law provides for

hospital or medical services as such. Finally, it applies whether or not your employer has insurance coverage for benefits under the law.

Services or expenses for an accident or illness resulting from **war**, or any act of war, declared or undeclared, or from riot or civil commotion.

Services or expenses for treatment of any condition including, but not limited to, obesity, diabetes, or heart disease, which is based upon **weight reduction** or dietary control or services or expenses of any kind to treat obesity, weight reduction or dietary control. This exclusion includes Bariatric Surgery and Gastric Restrictive procedures and any complications arising from Bariatric Surgery and Gastric Restrictive procedures.

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## COORDINATION OF BENEFITS

We coordinate the benefits under this plan with other group and non-group health plans. The determination of which plan is primary is decided by the first rule below that applies:

1. If the other plan has no COB provision, it is primary.
2. Group Health Plan: If the other plan is a group health plan (for example, a plan sponsored by an employer for its employees and their eligible dependents), the benefits of the other plan are determined before the benefits of this plan. This rule applies regardless of whether the other plan covers the patient as an employee, retiree, COBRA beneficiary, subscriber, or eligible dependent of any of the foregoing.
3. Non-Group Health Plan: If the other plan is a non-group health plan not issued by us, the following rules apply:
  - a. The benefits of the plan which covers the person as an applicant or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent.
  - b. Dependent Child/Parents Not Separated or Divorced: If both plans cover the patient as a dependent child, the plan of the parent whose birthday falls earlier in the year will be primary. If the parents have the same birthday, the plan covering the patient longer is primary. If both plans don't use this "birthday rule" the other plan's rule will be used.
  - c. Dependent Child/Separated or Divorced Parents: If two or more plans cover the patient as a dependent child of divorced or separated parents, benefits are determined in this order:
    1. First, the plan of the parent with custody;
    2. Then, the plan of the spouse of the parent with custody;
    3. Last, the plan of the parent without custody.

If the divorced or separated parents have joint custody, benefits are determined as if the parents are not separated or divorced (see paragraph b. above).

If there is a court order that specifically states that one parent must provide the child's health expenses, that parent's plan is primary.

- d. Longer/Shorter Length of Coverage: If none of the above rules determine the order of payment, the plan covering the patient the longer time is primary.

If this plan is secondary, according to the above rules, it will not pay more than if it would have paid if primary. We will compare primary liability to secondary liability and select the most cost-effective payment on a claim-by-claim basis. This means that we will first calculate our primary liability as if no other insurance coverage had been involved. We will then calculate secondary liability by subtracting the amount payable by the other insurance coverage from the covered charge. We will compare the primary liability to the secondary liability and pay the lesser amount.

If you are covered both by this plan and by another non-group health plan we issue, you will be entitled to benefits only under the plan that provides the most coverage to you.

For separate rules concerning coordination of plan benefits with Medicare, see the section under Eligibility that discusses Medicare.

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## **SUBROGATION**

### **Right of Subrogation**

If we provide any benefits for you under this plan, we are subrogated to all rights of recovery which you have in contract, tort, or otherwise against any person or organization for the amount of benefits we have paid or provided. This means that we may use your right to recover money from that other person or organization.

### **Right of Reimbursement**

Besides the right of subrogation, we have a separate right to be reimbursed or repaid from any money you, including your family members, recover for an injury or condition for which we've paid plan benefits. This means that you promise to repay us from any money you recover, the amount we've paid or provided in plan benefits. It also means that if you recover money as a result of a claim or a lawsuit, whether by settlement or otherwise, you must repay us. And, if you are paid by any person or company besides us, including the person who injured you, that person's insurer, or your own insurer, you must repay us. In these and all other cases, you must repay us.

We have the right to be reimbursed or repaid first from any money you recover, even if you are not paid for all of your claim for damages and you aren't made whole for your loss. This means that you promise to repay us first even if the money you recover is for (or said to be for) a loss besides plan benefits, such as pain and suffering. It also means that you promise to repay us first even if another person or company has paid for part of your loss. And it means that you promise to repay us first even if the person who recovers the money is a minor. In these and all other cases, we still have the right to first reimbursement or repayment out of any recovery you receive from any source.

### **Right to Recovery**

You agree to furnish us promptly all information which you have concerning your rights of recovery or recoveries from other persons or organizations and to fully assist and cooperate with us in protecting and obtaining our reimbursement and subrogation rights in accordance with this section.

You or your attorney will notify us before filing any suit or settling any claim so as to enable us to participate in the suit or settlement to protect and enforce our rights under this section. If you do notify us so that we are able to and do recover the amount of our benefit payments for you, we will share proportionately with you in any attorney's fees charged you by your attorney for obtaining the recovery. If you do not give us that notice, our reimbursement or subrogation recovery under this section will not be decreased by any attorney's fee for your attorney.

You further agree not to allow our reimbursement and subrogation rights under this plan to be limited or harmed by any other acts or failures to act on your part. It is understood and agreed that if you do, we may suspend or terminate payment or provision of any further benefits for you under the plan.

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## CLAIMS AND APPEALS

The following explains the rules under the plan for filing claims and appeals.

Remember that you may always call our Customer Service Department for help if you have a question or problem that you would like us to handle without an appeal. The phone number to reach our Customer Service Department is on the back of this booklet.

### In General

Claims for benefits under the plan can be post-service, pre-service, or concurrent. This section of your booklet explains how we process these different types of claims and how you can appeal the denial of a claim.

### Post-Service Claims

**Filing a Claim:** For you to obtain benefits after medical services have been rendered or supplies purchased (a post-service claim), we must receive a properly completed and filed claim from you or your provider.

Most providers are aware of our claim filing requirements and will file claims for you. If your provider does not file your claim for you, you should call our Customer Service Department and ask for a claim form. When you receive the form, complete it, attach an itemized bill, and send it to us at 450 Riverchase Parkway East, Birmingham, Alabama 35244-2858. Claims must be submitted and received by us within 12 months after the service takes place to be eligible for benefits.

**Processing of Claims:** Even if we have received all of the information that we need in order to treat a submission as a claim, we might need additional information to determine whether the claim is payable. The most common example of this is medical records. If we need additional information, we will ask you to furnish it to us, and we will suspend further processing of your claim until the information is received. You will have 90 days to provide the information to us. In order to expedite our receipt of the information, we may request it directly from your provider. However, you will remain responsible for getting us the information on time.

Ordinarily, we will notify you of our decision within 30 days of the date on which your claim is filed. If it is necessary for us to ask for additional information, we will notify you of our decision within 15 days after we receive the requested information. If we do not receive the information, your claim will be considered denied at the expiration of the 90-day period we gave you for furnishing the information to us.

In some cases, we may ask for additional time to process your claim. If you do not wish to give us additional time, we will go ahead and process your claim based on the information we have. This may result in a denial of your claim.

**Who Gets Paid:** Some of the contracts we have with providers of services, such as hospitals, require us to pay benefits directly to the providers. With other claims we may choose whether to pay you or the provider. If you or the provider owes us money we may deduct the amount owed from the benefit paid. When we pay or deduct the amount owed from you or the provider, this completes our obligation to you under the plan. We need not honor an assignment of your claim to anyone. Upon your death or incompetence, or if you are a minor, we may pay your estate, your guardian or any relative we believe is due to be paid.

## **Pre-Service Claims**

A pre-service claim is one in which you are required to obtain approval from us before services or supplies are rendered. In order to file a pre-service claim you or your provider must call our Health Management Department at (205) 988-2245 (in Birmingham) or 1 800 248-2342 (toll-free). You must tell us your contract number, the name of the facility in which you are being admitted (if applicable), the name of a person we can call back, and a phone number to reach that person. You may also, if you wish, submit pre-service claims in writing. Written pre-service claims should be sent to us at 450 Riverchase Parkway East, Birmingham, Alabama 35244-2858.

Non-urgent pre-service claims (for example, those relating to elective services and supplies) must be submitted to us during our regular business hours. Urgent pre-service claims can be submitted at any time. Emergency admissions to a hospital do not require you to file a pre-service claim so long as you provide notice to us within 48 hours of the admission and we certify the admission as both medically necessary and as an emergency admission.

**Urgent Pre-Service Claims:** We will treat your claim as urgent if a delay in processing your claim could seriously jeopardize your life, health, or ability to regain maximum function or, in the opinion of your treating physician, a delay would subject you to severe pain that cannot be managed without the care or treatment that is the subject of your claim. If your treating physician tells us that your claim is urgent, we will treat it as such.

If your claim is urgent, we will notify you of our decision within 72 hours. If we need more information, we will let you know within 24 hours of your claim. We will tell you what further information we need. You will then have 48 hours to provide this information to us. We will notify you of our decision within 48 hours after we receive the requested information. Our response may be oral; if it is, we will follow it up in writing within three days. If we do not receive the information, your claim will be considered denied at the expiration of the 48-hour period we gave you for furnishing the information to us.

**Non-Urgent Pre-Service Claims:** If your claim is not urgent, we will notify you of our decision within 15 days. If we need more information, we will let you know before the 15-day period expires. We will tell you what further information we need. You will then have 90 days to provide this information to us. In order to expedite our receipt of the information, we may request it directly from your provider. However, you will remain responsible for seeing that we get the information on time. We will notify you of our decision within 15 days after we receive the requested information. If we do not receive the information, your claim will be considered denied at the expiration of the 90-day period we gave you for furnishing the information to us.

**Courtesy Pre-Determinations:** For some procedures we encourage, but do not require, you to contact us before you have the procedure. For example, if you or your physician thinks a procedure might be excluded as cosmetic, you can ask us to determine beforehand whether the procedure is cosmetic or reconstructive. We call this type of review a courtesy pre-determination. If you ask for a courtesy pre-determination, we will do our best to provide you with a timely response. Courtesy pre-determinations are not pre-service claims under the plan. When we process requests for courtesy pre-determinations, we are not bound by the time frames and standards that apply to pre-service claims. In order to request a courtesy pre-determination, you or your provider should call our Customer Service Department.

## **Concurrent Care Determinations**

**Determinations by us to Limit or Reduce Previously Approved Care:** If we have previously approved a hospital stay or course of treatment to be provided over a period of time or number of treatments, and we later decide to limit or reduce the previously approved stay or course of treatment, we will give you written notice. We will also give you an opportunity to appeal our decision.

**Requests by You to Extend Previously Approved Care:** If a previously approved hospital stay or course of treatment is about to expire, you may submit a request to extend your approved care. You may make this request in writing or orally either directly to us or through your treating physician or a hospital

representative. The phone numbers to call in order to request an extension of care are as follows: (205) 988-2245 (in Birmingham) or 1 800 248-2342 (toll-free).

## Appeals

**In General:** The rules in this section of the booklet allow you or your authorized representative to appeal any denial of a claim. Please note that if you call or write us without following the rules for filing an appeal, we will not treat your inquiry as an appeal. We will, of course, do everything we can to resolve your questions or concerns.

In preparing for an appeal, you may ask us to send you copies of documents that we used in reaching our decision. If our decision was based on a medical or scientific determination (such as medical necessity), you may also request that we provide you with a statement explaining our application of those medical and scientific principles to you. Any request that you make for information under this paragraph must be in writing. We will not charge you for any information that you request under this paragraph.

In all cases other than determinations by us to limit or reduce previously approved care, you have 180 days following our claim determination within which to submit an appeal.

**How to Appeal Post-Service Claim Determinations:** If you wish to file an appeal of a post -service claim determination, we recommend that you use a form that we have developed for this purpose. The form will help you provide us with the information that we need to consider your appeal. To get the form, you may call our Customer Service Department. You may also go to our Internet web site at **[www.bcbsal.com](http://www.bcbsal.com)**. Once there, you may ask us to send a copy of the form to you.

If you choose not to use our appeal form, you may send us a letter. Your letter must contain at least the following information:

1. The patient's name;
2. The patient's contract number;
3. Sufficient information to reasonably identify the claim or claims being appealed, such as date of service, provider name, procedure (if known), and claim number, if available (the best way to satisfy this requirement is to include a copy of your Claims Report with your appeal); and,
4. A statement that you are filing an appeal.

You must send your appeal to the following address:

Blue Cross Blue Shield of Alabama  
Attention: Customer Service Appeals  
P. O. Box 12185  
Birmingham, Alabama 35202-2185

**How to Appeal Pre-Service Adverse Benefit Determinations:** You may appeal an adverse benefit determination relating to a pre-service claim in writing or over the phone.

If over the phone, you should call (205) 988-2245 (in Birmingham) or 1 800 248-2342 (toll-free).

If in writing, you should send your letter to

Blue Cross and Blue Shield of Alabama  
Attention: Health Management – Appeals  
P. O. Box 2504  
Birmingham, Alabama 35201-2504

Your written appeal should provide us with your name, contract number, the name of the facility or provider involved, and the date or dates of service.

**Time Limits For Our Consideration Of Your Appeal:** If your appeal arises from our denial of a post-service claim, we will notify you of our decision within 60 days of the date on which you filed your appeal. If your appeal arises from our denial of a pre-service claim, and if your claim is urgent, we will consider your appeal and notify you of our decision within 72 hours. If your pre-service claim is not urgent, we will give you a response within 30 days.

If your appeal arises out of a determination by us to limit or reduce a hospital stay or course of treatment that we previously approved for a period of time or number of treatments, (see Concurrent Care Determinations above), we will make a decision on your appeal as soon as possible. If your appeal relates to our decision not to extend a previously approved length of stay or course of treatment (see Concurrent Care Determinations above), we will make a decision on your appeal within 72 hours (in urgent pre-service cases), 30 days (in non-urgent pre-service cases), or 60 days (in post-service cases). In some cases, we may ask for additional time to process your appeal. If you do not wish to give us additional time, we will go ahead and decide your appeal based on the information we have. This may result in a denial of your appeal.

**If You Are Dissatisfied After Exhausting Your Mandatory Plan Administrative Remedies:** If you have filed an appeal and are dissatisfied with our response, you may do one or more of the following:

- You may ask our Customer Service Department for further help;
- You may file a voluntary appeal (discussed below); or,
- You may file a claim for arbitration, as explained under the section of this booklet dealing with arbitration.

**Voluntary Appeals:** If we have given you our appeal decision and you are still dissatisfied, you may file a second appeal (called a voluntary appeal). If your voluntary appeal relates to a pre-service claim determination, you may file your appeal in writing or over the phone. If over the phone, you should call the phone number you called to submit your first appeal. If in writing, you should send your letter to the same address you used when you submitted your first appeal, and state that you are filing a voluntary appeal.

**Department of Insurance:** If you have general insurance questions or if you are dissatisfied with an appeal decision from Blue Cross and Blue Shield of Alabama, you have the right to contact the Alabama Department of Insurance. For health insurance questions, contact the DOI by phone at (334) 241-4141. The mailing address is P.O. Box 303351, Montgomery, Alabama 36130-3351. The web address is [www.aldoi.gov](http://www.aldoi.gov).

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## GENERAL INFORMATION

### Discretionary Authority to Blue Cross

We have the discretionary responsibility and authority to determine claims under the plan, to construe, interpret, and administer the plan, and to perform every other act necessary or appropriate in connection with the administration of the plan. Whenever we make reasonable decisions that are neither arbitrary nor capricious, our decisions will be determinative, subject only to your right of review under the plan and thereafter to arbitration to determine whether our decision was arbitrary or capricious.

### Arbitration

IN CONSIDERATION OF COVERAGE UNDER THE PLAN AND PAYMENT OF PREMIUMS, YOU (AND WE) AGREE THAT ANY ONE OR MORE OF THE FOLLOWING CLAIMS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION:

- ANY CLAIM THAT ARISES OUT OF OR RELATES TO THE PLAN;
- ANY CLAIM THAT INVOLVES ANY RELATIONSHIPS THAT RESULT FROM OR RELATE IN ANY WAY TO THE PLAN (INCLUDING CLAIMS INVOLVING PERSONS OR ORGANIZATIONS WHO ARE NOT PARTIES TO THE PLAN);
- ANY CLAIM THAT ALLEGES ANY CONDUCT BY YOU OR US, REGARDLESS OF WHETHER RELATED TO THE PLAN; OR
- ANY CLAIM THAT CONCERNS THE VALIDITY, ENFORCEABILITY, SCOPE, OR ANY OTHER ASPECT OF THIS ARBITRATION PROVISION.

THIS ARBITRATION AGREEMENT IS INTENDED TO HAVE THE BROADEST SCOPE PERMISSIBLE BY LAW, AND INCLUDES ANY AND ALL CLAIMS, WHETHER IN PLAN, TORT, OR OTHERWISE, WHETHER ARISING BEFORE, ON, OR AFTER THE DATE OF COVERAGE UNDER THE PLAN, AND INCLUDING WITHOUT LIMITATION ANY STATUTORY, COMMON LAW, INTENTIONAL TORT, OR EQUITABLE CLAIMS.

THE ARBITRATOR SHALL APPLY GOVERNING FEDERAL LAW, SUCH AS THE FEDERAL ARBITRATION ACT (FAA) AND, TO THE EXTENT FEDERAL LAW IS NOT APPLICABLE, STATE LAW. THE ARBITRATOR SHALL APPLY ALL APPLICABLE STATUTES OF LIMITATIONS AND ANY CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.

THE CLAIMANT IS RESPONSIBLE FOR STARTING THE ARBITRATION PROCEEDINGS BY NOTIFYING THE OTHER PARTY IN WRITING OF THE ARBITRATION DEMAND. IF THE SUBSCRIBER OR MEMBER IS THE CLAIMANT, THE WRITTEN ARBITRATION DEMAND SHOULD BE SENT TO THE FOLLOWING ADDRESS:

BLUE CROSS AND BLUE SHIELD OF ALABAMA  
LEGAL DEPARTMENT  
450 RIVERCHASE PARKWAY EAST  
BIRMINGHAM, AL 35242

THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR WHO SHALL BE CHOSEN BY THE JOINT AGREEMENT OF THE PARTIES, WITH THE SELECTION TO OCCUR ORDINARILY WITHIN ONE MONTH FROM THE RECEIPT OF THE DEMAND FOR ARBITRATION. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR, THEY SHALL OBTAIN A LIST OF SEVEN ARBITRATORS FROM THE AMERICAN ARBITRATION ASSOCIATION. THE LIST SHALL BE

REDUCED TO ONE ARBITRATOR BY ALTERNATIVE STRIKES, WITH THE CLAIMANT STRIKING FIRST. ALL PARTIES SHALL BE ENTITLED PRIOR TO THE ARBITRATION HEARING TO THE PRODUCTION OF DOCUMENTS RELEVANT TO THE CLAIMANT'S INDIVIDUAL CLAIM AND DEFENSES AND TO THE DEPOSITIONS OF THE KEY WITNESSES. THE ARBITRATION HEARING SHALL ORDINARILY COMMENCE WITHIN FOUR MONTHS OF THE SELECTION OF THE ARBITRATOR UNLESS THE PARTIES AGREE OTHERWISE. ALL DISPUTES CONCERNING ARBITRATION PROCEDURES SHALL BE RESOLVED BY THE ARBITRATOR.

WE WILL BEAR ALL COSTS OF ARBITRATION OTHER THAN YOUR COSTS OF REPRESENTATION. BUT IF YOU INITIATE THE ARBITRATION, AND IF THE ARBITRATOR FINDS THAT THE DISPUTE IS WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR HAS THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

THE ARBITRATION WILL OCCUR IN THE COUNTY IN WHICH YOU RESIDE UNLESS THE PARTIES AGREE TO A DIFFERENT LOCATION. PRIOR TO THE ARBITRATION, IF ALL PARTIES CONSENT TO MEDIATE THE CLAIM, THE CLAIM WILL BE REFERRED TO A SEPARATE MEDIATOR, BUT ARBITRATION WILL FOLLOW IF NO SETTLEMENT IS REACHED.

THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR EQUITY, EXCEPT AS EXPRESSLY LIMITED BY THE CONTRACT. THE ARBITRATOR'S DECISION SHALL BE IN WRITING, SHALL CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND SHALL SPECIFY THE TYPE OF ANY DAMAGES OR RELIEF AWARDED.

IN ALL CASES, THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING, EXCEPT THAT IT MAY BE REVIEWED IN COURT TO THE LIMITED EXTENT PERMITTED BY THE FAA AND THIS PARAGRAPH. MOREOVER, IF THE AMOUNT IN CONTROVERSY EXCEEDS \$50,000, ON APPEAL BY EITHER PARTY, THE COURT SHALL ALSO REVIEW THE ARBITRATOR'S DECISION USING THE STANDARD OF APPELLATE REVIEW APPLICABLE WHENEVER A COURT REVIEWS THE DECISION OF A TRIAL COURT SITTING WITHOUT A JURY. THE FOLLOWING RULES SHALL APPLY WHEN DETERMINING THE AMOUNT IN CONTROVERSY: (1) ALL CLAIMS OF ALL CLAIMANTS IN THE PROCEEDING SHALL BE AGGREGATED, AND (2), CLAIMS FOR UNSPECIFIED AMOUNTS, SUCH AS EMOTIONAL DISTRESS AND PUNITIVE DAMAGES, SHALL BE DEEMED TO EXCEED \$50,000.

THIS PLAN IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS BE GOVERNED BY THE FAA. IF ANY PORTION OF THIS ARBITRATION PROVISION IS DEEMED INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

## **Correcting Payments**

While we try to pay all claims quickly and correctly, we do make mistakes. If we pay you or a provider in error, the payee must repay us. If he does not, we may deduct the amount paid in error from any future amount paid to you or the provider. If we deduct it from an amount paid to you, it will show in your Claim Report.

## **Health Plan Termination**

If we decide to discontinue offering the Blue Link product, we may elect to terminate your plan (which will terminate your coverage) by giving you 60 days prior written notice.

## **Health Plan Changes**

1. If required by law, we may change, add to, or remove any provisions of the plan or alter coverage under the plan. We will give you written notice of any such changes at least 60

days before the effective date of the changes. The changes will apply to all benefits for services you receive on or after the effective date of the changes. If you submit payment for coverage to us after the effective date of the changes, your payment will be considered your acceptance of the benefit plan changes. Any changes we make will apply on a uniform basis to all Blue Link policyholders who have purchased the same type contract as you.

2. The written notice of changes referred to above must be signed by one of our officers in order to be effective. None of our representatives, officers, employees, or agents can make any plan changes orally, as by telephone, or in any other way except in a signed writing as described in this paragraph.
3. By giving 60 days notice in writing to you, we may change the amount of your premium. Your payment of the new premium will be considered acceptance by you of the new premium.

### **Responsibility for Providers**

We are not responsible for what providers do or fail to do. If they refuse to treat you or give you poor or dangerous care, we cannot be responsible. We need not do anything to enable them to treat you.

### **Misrepresentation**

If you make any material misrepresentation in applying for coverage, when we learn of this we may terminate your coverage back to your effective date. We need not even refund any payment for your coverage.

### **Respecting Your Privacy**

To administer this plan we need your personal health information from physicians, hospitals and others. To decide if your claim should be paid or denied or whether other parties are legally responsible for some or all of your expenses, we need records from health care providers other insurance companies, and other plan administrators. By applying for coverage and participating in this plan, you agree that we may obtain, use and release all records about you and your minor dependents that we need to administer this plan or to perform any function authorized or permitted by law. You further direct all other persons to release all records to us about you and your minor dependents that we need to administer this plan. If you or any provider refuses to provide records, information or evidence we request within reason, we may deny your benefit payments.

Additionally, we may use or disclose your personal health information for treatment, payment, or health care operations, or as permitted or authorized by law, pursuant to the privacy regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). We have prepared a privacy notice that explains our obligations and your rights under the HIPAA privacy regulations. To request a copy of our notice or to receive more information about our privacy practices or your rights, please contact us at the following contact office:

Blue Cross and Blue Shield of Alabama  
Privacy Office  
P. O. Box 2643  
Birmingham, Alabama 35202-2643

Telephone: 1 800 292-8868

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## GLOSSARY OF TERMS

**Accidental Injury:** A traumatic injury to you caused solely by an accident.

**Allowed Amount:** Benefit payments for covered services are based on the amount of the provider's charge that we recognize for payment of benefits. This amount is limited to the lesser of the provider's charge for care or the amount of that charge that is determined by us to be allowable depending on the type of provider utilized and the state in which services are rendered, as described below:

- **In-Network Providers:** Blue Cross and Blue Shield plans contract with providers to furnish care for a negotiated price. This negotiated price is often a discounted rate, and the in-network provider normally accepts this rate (subject to any applicable copayments, coinsurance, or deductibles that are the responsibility of the patient) as payment in full for covered care. The negotiated price applies only to services that are covered under the Plan and also covered under the contract that has been signed with the in-network provider. See BlueCard Copay and Coinsurance, earlier in this booklet, for a thorough description of the contracting arrangements that exist outside the state of Alabama.
- **Out-of-Network Providers:** The allowed amount for care for out-of-network providers is normally determined by the Blue Cross and/or Blue Shield Plan where services are rendered. This amount may be based on the negotiated rate payable to in-network providers or may be based on the average charge for the care in the area. For out-of-network services or supplies in Alabama, Blue Cross and Blue Shield of Alabama determines the allowed amount using historical data and information from various sources such as, but not limited to:
  - The charge for the same or a similar service;
  - The relative complexity of the service;
  - The in-network allowance in Alabama for the same or a similar service;
  - Applicable state health care factors;
  - The rate of inflation using a recognized measure; and,
  - Other reasonable limits, as required with respect to outpatient prescription drug costs.

In this situation the provider may bill the subscriber for charges in excess of the allowed amount. The allowed amount will not exceed the amount of the provider's charge.

**Ambulatory Surgical Center:** A facility that provides surgical services on an outpatient basis for patients who do not need to occupy an inpatient, acute care, hospital bed. In order to be considered an ambulatory surgical facility under the plan, the facility must meet the conditions for participation in Medicare.

**Application:** The subscriber's original application form and any written supplemental application we accept.

**Assisted Reproductive Technology (ART):** Any combination of chemical and/or mechanical means of obtaining gametes and placing them into a medium (whether internal or external to the human body) to enhance the chance that reproduction will occur. Examples of ART include, but are not limited to, in vitro fertilization, gamete intrafallopian transfer, zygote intrafallopian transfer and pronuclear stage tubal transfer.

**Blue Cross:** Blue Cross and Blue Shield of Alabama.

**BlueCard PPO Program:** A national program that links Blue Cross and/or Blue Shield plans together through a single electronic network for claims processing and reimbursement. The BlueCard PPO program enables Blue Cross and Blue Shield of Alabama subscribers obtaining health care services outside the Alabama service area to receive in-network benefits, provided that the local Blue Cross and/or Blue Shield plan has designated the provider as a BlueCard PPO provider and provided further that the service or supply furnished is covered under the plan as an in-network benefit.

**Brand Name Drug:** A drug which is not a generic drug.

**Coinsurance:** Coinsurance is the amount that you must pay as a percent of the allowed amount. A common example is the 20% of the allowed amount that you must pay when you receive Other Covered Services.

**Contract:** The contract consists of your application for coverage (once accepted by us), this booklet, and any amendments or changes to this booklet. The terms "contract" and "plan" are used interchangeably unless the context requires otherwise.

**Copays:** A copay is a fixed dollar amount you must pay on receipt of care. The most common example is a copay that must be paid when you go to a doctor's office.

**Cosmetic Surgery:** Any surgery done primarily to improve or change the way one appears, cosmetic surgery does not primarily improve the way the body works or correct deformities resulting from disease, trauma or birth defect. For important information on cosmetic surgery, see the "Exclusions" section.

**Custodial Care:** Care primarily to provide room and board for a person who is mentally or physically disabled.

**Diagnostic:** Services performed in response to signs or symptoms of illness, condition or disease or in some cases where there is family history of illness, condition or disease.

**Durable Medical Equipment (DME):** Equipment we approve as medically necessary to diagnose or treat an illness or injury or to prevent a condition from becoming worse. To be durable medical equipment an item must be made to withstand repeated use, be for a medical purpose rather than for comfort or convenience, be useful only if you are sick or injured, and be related to your condition and prescribed by your physician to use in your home.

**Effective Date:** The date on which the coverage of each subscriber begins as listed in Blue Cross's records.

**Generic Drugs:** Any drug which does not have a brand name or trademark.

**Home Health Care Agency:** An organization that provides care at home for homebound patients who need skilled nursing or skilled therapy.

**Hospice:** An organization whose primary purpose is the provision of palliative care. Palliative care means the care of patients whose disease is not responsive to curative treatments or interventions. Palliative care consists of relief of pain and nausea and psychological, social, and spiritual support services

**Hospital:** Any hospital that has been approved by the Alabama Hospital Association or the American Hospital Association as a "general" hospital or meets the requirements of the American Hospital Association for registration or classification as a "general medical and surgical" hospital. "General" hospitals do not include those that are classified or could be classified under standards of the American Hospital Association as "specialty" hospitals. Examples of these "specialty" hospitals are those classified for psychiatric, alcoholism and other chemical dependency, rehabilitation, mental retardation, chronic disease or any other specialty. "General" hospitals also do not include facilities primarily for convalescent care or rest or for the aged, school or college infirmaries, sanatoria, or nursing homes.

**In-Network Provider:** A provider with whom we or any other Blue Cross and/or Blue Shield Plan has a contract for the provision of treatment, services, or supplies. A provider is considered to be an in-network provider if, and only to the extent that, the provider is furnishing a service or supply that is specified as an in-network benefit under the terms of the contract between the provider and the Blue Cross and/or Blue Shield Plan. Examples include BlueCard PPO providers, Preferred Medical Doctors (PMD physician), and Participating Pharmacies. When receiving services or supplies outside the Alabama service area, a provider will be considered an in-network provider only if the local Blue Cross and/or Blue Shield plan designates the provider as a BlueCard PPO provider for the service or supply being furnished.

**Inpatient:** A registered bed patient in a hospital.

**Investigational:** Any treatment, procedure, facility, equipment, drugs, drug usage, or supplies that either we have not recognized as having scientifically established medical value, or that does not meet generally accepted standards of medical practice. When possible, we develop written criteria (called medical criteria) concerning services or supplies that we consider to be investigational. We base these criteria on peer-reviewed literature, recognized standards of medical practice, and technology assessments. We put these medical criteria in policies that we make available to the medical community and our subscribers. We do this so that you and your providers will know in advance, when possible, what we will pay for. If a service or supply is considered investigational according to one of our published medical criteria policies, we will not pay for it. If the investigational nature of a service or supply is not addressed by one of our published medical criteria policies, we will consider it to be non-investigational only if the following requirements are met:

- The technology must have final approval from the appropriate government regulatory bodies;
- The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes;
- The technology must improve the net health outcome;
- The technology must be as beneficial as any established alternatives; and,
- The improvement must be attainable outside the investigational setting.

It is important for you to remember that when we make determinations about the investigational nature of a service or supply we are making them solely for the purpose of determining whether to pay for the service or supply. All decisions concerning your treatment must be made solely by your attending physician and other medical providers.

**Medical Emergency:** A medical condition that occurs suddenly and without warning with symptoms which are so acute and severe as to require immediate medical attention to prevent permanent damage to the health, other serious medical results, serious impairment to bodily function, or serious and permanent lack of function of any bodily organ or part.

**Medically Necessary or Medical Necessity:** We use these terms to help us determine whether a particular service or supply will be covered. When possible, we develop written criteria (called medical criteria) that we use to determine medical necessity. We base these criteria on peer-reviewed literature, recognized standards of medical practice, and technology assessments. We put these medical criteria in policies that we make available to the medical community and our subscribers. We do this so that you and your providers will know in advance, when possible, what we will pay for. If a service or supply is not medically necessary according to one of our published medical criteria policies, we will not pay for it. If a service or supply is not addressed by one of our published medical criteria policies, we will consider it to be medically necessary only if we determine that it is:

- Appropriate and necessary for the symptoms, diagnosis, or treatment of your medical condition;
- Provided for the diagnosis or direct care and treatment of your medical condition;

- In accordance with standards of good medical practice accepted by the organized medical community;
- Not primarily for the convenience and/or comfort of you, your family, your physician, or another provider of services;
- Not "investigational"; and,
- Performed in the least costly setting, method, or manner, or with the least costly supplies, required by your medical condition. A "setting" may be your home, a physician's office, an ambulatory surgical facility, a hospital's outpatient department, a hospital when you are an inpatient, or another type of facility providing a lesser level of care. Only your medical condition is considered in deciding which setting is medically necessary. Your financial or family situation, the distance you live from a hospital or other facility, or any other non-medical factor is not considered. As your medical condition changes, the setting you need may also change. Ask your physician if any of your services can be performed on an outpatient basis or in a less costly setting.

It is important for you to remember that when we make medical necessity determinations, we are making them solely for the purpose of determining whether to pay for a medical service or supply. All decisions concerning your treatment must be made solely by your attending physician and other medical providers.

**Mental and Nervous Disorders:** These are mental disorders, mental illness, psychiatric illness, mental conditions and psychiatric conditions. These disorders, illnesses and conditions are considered mental and nervous disorders whether they are of organic, biological, chemical, or genetic origin. They are considered mental and nervous disorders however they are caused, based or brought on. Mental and nervous disorders include, but are not limited to, psychoses, neuroses, schizophrenic-affective disorders, personality disorders, and psychological or behavioral abnormalities associated with temporary or permanent dysfunction of the brain or related system of hormones controlled by nerves. They are intended to include disorders, conditions, and illnesses listed in the current Diagnostic and Statistical Manual of Mental Disorders.

**Non-Participating Hospital:** Any hospital (other than a Participating Hospital) that has been approved by the Alabama Hospital Association or the American Hospital Association as a "general" hospital or meets the requirements of the American Hospital Association for registration or classification as a "general medical and surgical" hospital. "General" hospitals do not include those that are classified or could be classified under standards of the American Hospital Association as "special" hospitals. Examples of these "special" hospitals are those classified for psychiatric, alcoholism and other chemical dependency, rehabilitation, mental retardation, chronic disease or any other specialty. "General" hospitals also do not include facilities primarily for convalescent care or rest or for the aged, school or college infirmaries, sanatoria, or nursing homes.

**Non-Preferred Brand:** Any brand name drug that is not a Preferred Brand.

**Out-of-Network Provider:** A provider is an out-of-network provider when there is no in-network contract covering the services or supplies rendered. A provider can be an out-of-network provider for one of two reasons: first, the provider has not entered into a contract with us or any other Blue Cross and/or Blue Shield plan; or second, the service or supply furnished is not considered an in-network benefit under the terms of the provider's contract.

**Outpatient:** A patient who is not a registered bed patient of a hospital. For example, a patient receiving services in the outpatient department of a hospital or in a physician's office is an outpatient.

**Participating Pharmacy:** Any pharmacy with which Blue Cross and Blue Shield of Alabama or its subsidiary, Preferred Care Services, Inc., has a contract for dispensing prescription drugs.

**Participating Renal Dialysis Facility:** Any freestanding hemodialysis facility with which Blue Cross and Blue Shield of Alabama has a contract for furnishing health care services.

**Physician:** One of the following when licensed and acting within the scope of that license at the time and place you are treated or receive services: Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S), Doctor of Medical Dentistry (D.M.D.), Doctor of Podiatry (D.P.M.), and Doctor of Optometry (O.D.)

**Plan:** The plan consists of our application for coverage (once accepted by us), this booklet, and any amendments or changes to this booklet. The terms “plan” and “contract” are used interchangeably unless the context requires otherwise.

**Pre-existing Condition:** A pre-existing condition is any condition, no matter how caused, for which you received medical advice, a diagnosis, care, or for which treatment was recommended or received during the two-year period preceding your effective date. Even if your condition is not diagnosed until after your effective date, we will treat your condition as pre-existing if treatment was recommended or received during the two-year period preceding your effective date for symptoms that are consistent with the presence of your condition.

**Preferred Brand Drugs:** Prescription drugs that are cost effective and have been approved therapeutically safe and effective by a panel of physicians and pharmacists on Blue Cross and Blue Shield of Alabama’s Pharmacy and Therapeutics Committee.

**Preferred Medical Doctor:** A physician who has an agreement with Blue Cross and Blue Shield of Alabama to provide surgical and medical services to subscribers entitled to benefits under the PMD program.

**Pregnancy:** The condition of and complications arising from a woman having a fertilized ovum, embryo or fetus in her body-usually, but not always, in the uterus-and lasting from the time of conception to the time of childbirth, abortion, miscarriage or other termination.

**Routine:** Services performed prior to the onset of signs or symptoms of illness, condition or disease; or services which are not diagnostic.

**Subscriber:** The person whose application for coverage under the contract is made and accepted by Blue Cross.

**Teleconsultation:** Consultation, evaluation, and management services provided to patients via telecommunication systems without personal face-to-face interaction between the patient and healthcare provider.

**We, Us, Our:** Blue Cross and Blue Shield of Alabama.

**You, Your:** The subscriber.

450 Riverchase Parkway East  
P.O. Box 995  
Birmingham, Alabama 35298-0001

**Customer Service:**

1 888 258-1628 toll-free

**Preadmission Certification:**

988-2245 (in Birmingham)

or 1 800 248-2342 toll-free

**Web site:**

[www.bcbsal.com](http://www.bcbsal.com)



**BlueCross BlueShield  
of Alabama**

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