





**ANTHEM BLUE CROSS AND BLUE SHIELD  
Richmond, Virginia**

**GROUP INSURANCE POLICY**

This policy is issued to (Policyholder):  
Policy

CICV Benefits Consortium

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### **III. GENERAL PROVISIONS**

#### **A. Changes to the policy**

No change in this policy will be effective until approved in writing by an Anthem officer or his or her authorized designee. No agent or representative of Anthem, other than an Anthem officer or his or her designee, may change this policy or waive any of its provisions.

#### **B. Benefits To Which Covered Persons Are Entitled**

A covered person will receive benefits for covered services set forth in this policy. The extent to which a covered person is entitled to benefits under the policy shall be determined by Anthem in its sole discretion.

#### **C. Records of and Changes in Covered Person's Eligibility**

1. The policyholder must furnish Anthem with any data required by Anthem for coverage for covered persons under this policy. In addition, the policyholder must provide prompt notice to Anthem of the effective date of any changes in a covered person's status under this policy.
2. All notices by the policyholder to Anthem must be furnished on forms approved by Anthem. The notice must include all information reasonably required by Anthem to effect changes.
3. Clerical errors or delays in recording or reporting data will not cancel coverage that would otherwise be in force or continue coverage that would otherwise terminate. Upon discovery of errors or delays, an adjustment of premiums and benefits will be made.
4. The policyholder is liable for the cost of all policy benefits which are provided for services rendered to a terminated covered person after his or her effective date of termination when the policyholder fails to notify Anthem of such termination on or before the termination date.

#### **D. Amendment And Termination Of The Policy**

1. Anthem may amend this policy by giving written notice to the policyholder at least 30 days in advance. However, the benefit levels or covered services specified in this policy may not be reduced under this paragraph except on any renewal date of the policy.
2. The policyholder may cancel this policy on the last day of any month by giving written notice to Anthem at least 30 days in advance.
3. This policy may be terminated, at Anthem's option, when:
  - a. the policyholder does not pay the appropriate premium when due. Anthem will notify the policyholder at least 15 days prior to terminating the group policy for non-payment of a monthly premium;
  - b. the policyholder fails to perform any duties required by this policy;

c. the policyholder commits fraud or





## L. Time Of Payment Of Claims

All benefits for a claim under this policy will be payable within 60 days after receipt of written notice. Written notice must include all information that Anthem needs to process a claim.

## M. Claim Forms

Anthem will give forms for filing a claim to the person who makes the claim or to the policyholder to distribute. If Anthem does not send these forms within 15 days of its receipt of notice that a claim is to be filed, the person making the claim shall be deemed to comply with the time limits if he files written proof of the occurrence, including the character and extent of the loss for which the claim is made.

## N. Physical Examinations And Autopsy

Anthem shall have the right:

- to examine the covered person for whom a claim is made when and as often as it may reasonably require during the pendency of a claim under the policy; and
- to make an autopsy where it is not prohibited by law.

## O. Personal Benefits And Assignment Of Payment

1. A covered person may not assign the right to receive payment for covered services. Prior payments to anyone, whether or not there has been an assignment of payment, shall not waive or otherwise restrict, Anthem's right to direct future payments to a covered person or any other entity. This provision shall not apply to dentists and oral surgeons.

2. Once covered services are rendered by a provider, Anthem will not honor requests not to pay the claims

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## R. Notice

Any notice required under this policy must be in writing. Notice given to the policyholder will be sent to the policyholder's address stated in the group application. Notice given to Anthem will be sent to Anthem's address stated in the group application. Notice given to a covered person will be sent, at Anthem's option, either to the policyholder or to the covered person's address as it appears on the records of Anthem. The policyholder, Anthem, or a covered person may, by written notice, indicate a new address for giving notice.

## S. Coordination Of Benefits (COB)

All benefits provided under this policy are subject to this provision. However, benefits will not be increased by this COB provision.

This provision applies if the total payment under this policy absent this provision and under any other contract is greater than the value of covered services.

1. The following definition applies to this provision:

*Other Contract* means any arrangement providing health care benefits or services through:

- group or blanket insurance coverage;

- group Blue Cross of Michigan (OT 5.0 (e) (the) 19.79 0.0 (providing) 46.7 0.0 (this) (applies))

a. If coverage under a contract is taken out in the name of a covered person, then that contract will be primary for that covered person. However, if the person is also entitled to Medicare, and as a result of federal law Medicare is:

- secondary to the contract covering the person as a dependent; and
- primary to the contract covering the person as other than a dependent (e.g., a retired employee);

then the benefits of the contract covering the person as a dependent are determined before those of the contract covering the person as other than a dependent.

b. For children who are covered under both parents' contracts, the following will apply:

- The contract of the parent whose birthday occurs earlier in the calendar year will be primary.
- When parents are separated or divorced, the following special rules will apply:
  - ◆ If the parent with custody has not remarried, that parent's contract will be primary.
  - ◆ If the parent with custody has remarried, that parent's contract will be primary and the stepparent's contract will be secondary. The benefits of the contract of the parent without custody will be determined last.
  - ◆ The rules listed above may be changed by a court decree:
    - A court decree that orders one of the parents to be responsible for health care expenses will cause that parent's contract to be primary, but only if the entity providing the benefits in this case is notified of the court decree before applying benefits.
    - If the court decree does not state that one of the parents is responsible for health care expenses and both parents have joint custody, the contract of the parent whose birthday occurs earlier in the calendar year will be primary.
- If the other contract includes the gender rule, then that rule will be used instead of the rules listed above. The gender rule states that the father's contract will be primary for the children.

c. If there are situations not covered above, then the contract that has been in effect the longest period of time (without interruption) will be primary. There is an exception to this rule. The contract that covers a working employee (or his dependent) will be primary. The policy of a laid-off employee, a retired employee, or a person on continuation of coverage options under federal or state law will be secondary.

d. If another policy has different rules from those listed above other than the gender rule, that policy will be primary.

If payments should have been made under this policy under the rules of this provision, but they have been made under any *other contract*, Anthem may pay an entity (provider, other carrier, etc.) that has paid any amounts it determines will meet the intent of this provision. These amounts shall be deemed to be benefits paid under this policy. Upon this payment, Anthem will no longer be liable under this policy.

## **T. Right Of Recovery**

1. Anthem shall have the right to recover any overpayment of benefits from persons or organizations that Anthem has determined to have realized benefits from the overpayment:
  - any persons to or for whom such payments were made;
  - any insurance company;
  - a facility or provider; or
  - any other organization.
2. The enrollee, on behalf of covered persons enrolled under his or her family coverage, shall cooperate with Anthem to secure its rights to recover the excess payments.

## **U. Company's Continuing Rights**

On occasion, Anthem may not insist on strict performance of all terms of this policy. Failure to apply terms or conditions does not mean Anthem waives or gives up any future rights under this policy.

## **V. Claims Experience**

Upon request by the policyholder, Anthem will provide the policyholder a complete record of the claims paid under this policy. This record shall include all claims incurred for the lesser of:

1. the period of time since the policy was issued or issued for delivery; or
2. the period of time since the policy was last renewed, reissued or extended, if already issued.

This record will be made available promptly to the policyholder upon request made not less than thirty (30) days prior to the date upon which the premiums or contractual terms of the policy may be amended.

## **W. Covered Persons Entitled To Medicaid Benefits**

If a covered person is also entitled to benefits under a state Medicaid program:

1. Payments for covered services rendered to the covered person will be made in accordance with any assignment of rights made by or on behalf of such covered person as required by Medicaid.
2. To the extent that payment has been made under Medicaid for covered services, payment of benefits under this policy will be made in accordance with any state law which provides that the state has acquired the rights with respect to a covered person for payment for such services.

The policyholder shall not take into account whether an individual is entitled to Medicaid when determining whether the individual is an eligible enrollee or eligible dependent.

## **X. Independent Corporation**

By accepting this policy, the policyholder agrees to the following:

1. This agreement constitutes a contract solely between the policyholder and Anthem.
2. Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the Association).
3. Anthem is permitted to use the Blue Cross and Blue Shield Service Marks in a portion of the Commonwealth of Virginia.
4. Anthem is not contracting as the agent of the Association.
5. The policyholder acknowledges that it has not entered into this agreement based upon representations by any person other than Anthem or its agents and representatives and that no person, entity, or organization other than Anthem shall be held accountable or liable for any of Anthem's obligations created under this policy.
6. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this policy.

## **Y. Rate Stabilization Credit Program**

During the term of this policy, Anthem may establish a rate stabilization credit program. Under this program, during the years of favorable claims experience the policyholder may receive a credit which may be used to offset future claims experience. The amount of the credit, if any, shall be established by Anthem at its sole discretion in accordance with its underwriting guidelines. The credit may be used by Anthem to stabilize future rate increases, but it may not be taken by the policyholder in the form of a refund. If the policyholder terminates coverage with Anthem, unused credit shall not be paid to the policyholder.

## **Z. The "BlueCard" Program for Covered Services Rendered Outside Anthem's Service Area**

The provisions of the BlueCard Program do not apply to routine vision care benefits.

Anthem does business only within a certain geographic area in the Commonwealth of Virginia. Claims for covered services rendered outside of that geographic area may therefore be processed through a program called "BlueCard" before being presented to Anthem for payment. Anthem is able to participate in this program because it is a licensee of the Blue Cross and Blue Shield Association, which has developed policies, including network access rules, for the program. Under the BlueCard program:

- Anthem remains responsible for providing the insurance coverage for claims for covered services incurred outside its service area; but

- Other Blue

A host company may engage a third party to assist in identifying and collecting these amounts. If so, the fees of the third party are netted against the recovery. The net recovery amounts are then applied according to BlueCard policies. These generally require correction on a claim-by-claim or prospective basis.







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