



# **BlueCross BlueShield of Kansas**

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

## **KANSAS STATE EMPLOYEES HEALTH CARE COMMISSION (KANSAS SENIOR PLAN C) GROUP CERTIFICATE**

This Certificate describes the benefits provided in a Group Contract by Blue Cross and Blue Shield of Kansas, Inc. (herein called "Blue Cross and Blue Shield of Kansas" or "the Company") Topeka, Kansas, and the exclusions and limitations. This Certificate may be canceled as described in this Certificate.

### **NOTICE OF 30-DAY RIGHT TO EXAMINE CONTRACT**

**Within 30 days after delivery to You, this contract may be returned if You are not satisfied with it for any reason. Upon return, any premiums paid will be returned to You in a timely manner.**

## TABLE OF CONTENTS

	<u>Page</u>
How to Report Kansas Senior Plan C Claims .....	2
Part 1. Definitions.....	3
Part 2. Benefits .....	5
Part 3. Exclusions .....	5
Part 4. Eligibility, Enrollment, Effective Dates of Coverage...	6
Part 5. General.....	6
Part 6. Cancellation.....	9
Part 7. Conversion Privilege.....	10

### How to Report Kansas Senior Plan C Claims

You should carry Your Identification Card with You at all times. When You receive a service, show Your Identification Card.

Your Medicare coverage always pays **first**. To collect Your Medicare benefits, follow the instructions in Your "Medicare and You" handbook.

The Kansas Senior Plan C Certificate pays **second**. In conjunction with the filing of proof of loss as required in the General section of this Certificate, You should send in the "Explanation of Medicare Benefits" form Medicare sent You for the service You received. Be sure to show Your Kansas Senior Plan C identification number on it.

The benefits of this Certificate assume that all Kansas Senior Plan C Insureds are eligible for and enrolled in both Medicare Part A and Medicare Part B. Regardless of whether You have Medicare coverage, Your benefits will still be determined on that basis.

All coverage under this Certificate is subject to the conditions described in this Certificate, including exclusions.

## PART 1. DEFINITIONS

This Part gives the meanings of words that are included in this Certificate. Reading these definitions carefully will allow better understanding of the information in this Certificate.

**A. Accidental Injury** means an injury or injuries for which benefits are provided and which is the direct result of an accident, independent of disease or bodily infirmity or any other cause, and which occurs while insurance coverage is in force.

Accidental Injuries shall not include injuries for which benefits are provided or available under any workers' compensation, employers' liability or similar law, or motor vehicle no-fault plan, unless prohibited by law.

**B. Benefit Period** has the same meaning as in Medicare Part A, which is:

Your first Medicare Benefit Period starts the first time You enter a Hospital, or Skilled Nursing Facility, after Your Medicare Part A insurance begins. That Benefit Period ends when, for 60 days in a row, You have been out of a Hospital or Skilled Nursing Facility. A new Benefit Period would start the next time You go into a Hospital or Skilled Nursing Facility.

**C. Certificate** means a summary of the provisions of the Group Contract that affect Insureds. A Certificate is issued by Blue Cross and Blue Shield to the Contract Holder for delivery to each Insured.

**D. Charges** means the "reasonable" charges for Hospital, Doctor, or other medical or health services under this Certificate. Medicare determines what a "reasonable" charge is.

**E. Company Service Area** means the State of Kansas except Johnson and Wyandotte Counties.

**F. Contract or Group Contract** means the Contract between Blue Cross and Blue Shield and the Contract Holder and includes: all of the forms issued to the Contract Holder by Blue Cross and Blue Shield of Kansas, including endorsements, amendments, and riders.

**G. Doctor** means a licensed Doctor of Medicine, Doctor of Osteopathy, and Doctor of Dental Surgery.

Doctor also means the following practitioners who are licensed or certified to practice: Podiatrist; Optometrist; Chiropractor; Certified psychologist.

To qualify under this Certificate, the Doctor must also be classified as eligible under Medicare.

**H. Home Health Agency** means an agency that:

provides skilled nursing services and other therapeutic services in the patient's home; and is certified to participate in the Medicare program.

**I. Hospice** means a Medicare-approved facility for people with a terminal illness.

**J. Hospital** means a facility that:

1. Is primarily engaged in providing, by or under the supervision of doctors of medicine or osteopathy, inpatient services for the diagnosis, treatment, and care or rehabilitation of persons who are sick, injured, or disabled;
2. Is not primarily engaged in providing skilled nursing care and related services for inpatients who require medical or nursing care;
3. Provides 24-hour nursing service in accordance with Medicare;
4. If it is a U.S. hospital, is licensed, or approved as meeting the standards for

licensing, by the State or local licensing agency; and

5. If it is a foreign hospital, is licensed, or approved as meeting the standards for licensing, by the appropriate Canadian or Mexican licensing agency, and for purposes of furnishing non-emergency services to U.S. residents, is accredited by the Joint Commission on Accreditation of Hospitals (JCAH), or by a Canadian or Mexican program under standards that the Health Care Financing Administration finds to be equivalent to those of the JCAH.

**K. Identification Card** means a card issued to identify You as an Insured of Blue Cross and Blue Shield of Kansas.

**L. Insured** means the person named on the Identification Card.

**M. Medicare** means the Health Insurance for the Aged Act (Title XVIII of the Social Security Act Amendments of 1965, as amended now and in the future). The term "Medicare" includes any rules and regulations authorized by that Act and any law designed specifically to replace that Act.

**N. Medicare Part A** means the part of Medicare insurance that includes hospital in-patient, Skilled Nursing Facility, Hospice care and home health care benefits. It is sometimes referred to as Medicare hospital insurance.

1. **Medicare Part A Deductible:** Medicare Part A provides coverage for the first through 60<sup>th</sup> days of hospital in-patient care in each Benefit Period except for the Medicare Part A Deductible. Medicare Part A Deductible means the portion of Medicare Part A covered services for which You are responsible before Medicare makes any payment. Medicare sets the amount of the Deductible, and it changes from year to year.

2. **Medicare Part A Coinsurance:**

- a. Medicare Part A provides coverage for the 61<sup>st</sup> through the 90<sup>th</sup> days of hospital in-patient care in each Benefit Period except for the Medicare Part A Coinsurance. The coinsurance amount is a daily amount equal to one-fourth (1/4) of the Medicare Part A Deductible.

- b. Medicare Part A provides coverage for 60 lifetime reserve days of hospital in-patient care except for the Medicare Part A Coinsurance. The coinsurance amount is a daily amount equal to one-half (1/2) of the Medicare Part A Deductible.

- c. Medicare Part A provides coverage for the 21<sup>st</sup> through 100<sup>th</sup> days of Skilled Nursing Facility care except for the Medicare Part A Coinsurance. The coinsurance amount is a daily amount equal to one-eighth (1/8) of the Medicare Part A Deductible.

**O. Medicare Part B** means the part of Medicare insurance that includes doctors' services, out-patient hospital care, home health care, and many other health services and supplies not covered by Medicare hospital insurance.

1. **Medicare Part B Deductible** means the portion of Medicare Part B covered services for which You are responsible before Medicare makes any payment.

2. **Medicare Part B Coinsurance:** After the Medicare Part B Deductible, Medicare provides 80% coverage of allowable charges in each calendar year. The 20% of allowable charges not covered is the Medicare Part B Coinsurance.

**P. Skilled Nursing Facility** means a licensed facility that is certified to participate in the Medicare program as an eligible provider of post-hospital extended care services.

**Q. United States** means all of the States; the District of Columbia; Puerto Rico; the Virgin Islands; Guam; American Samoa; the Northern Mariana Islands; and for purposes of services rendered on board ship, the

territorial waters adjoining the land areas of the United States.

**R. You and Your** refer to the Insured.

## **PART 2. BENEFITS**

This Part states the benefits of this Certificate.

You have the right to select Your own Hospital or Doctor. However, Blue Cross and Blue Shield of Kansas does not guarantee the availability of any service.

This Certificate is not designed to pay for all expenses not covered by Medicare.

Just a reminder – all terms of this Certificate, especially the Exclusions, control Your benefits.

The benefits of this Certificate are:

**A.** The Medicare Part A Coinsurance amount that applies to the 61<sup>st</sup> through 90<sup>th</sup> days of each Benefit Period.

**B.** The Medicare Part A Coinsurance amount that applies to lifetime reserve days.

NOTE: The benefits of this Certificate in paragraph C below are not available until You have used Your Medicare lifetime reserve days.

**C.** Upon exhaustion of the Medicare hospital in-patient coverage, including the lifetime reserve days, coverage of the Medicare Part A eligible expenses for hospitalization paid at the Diagnostic Related Group (DRG) day outlier per diem or other appropriate standard of payment, subject to a lifetime maximum benefit of an additional 365 days.

**D.** Coverage for the reasonable cost of the first three (3) pints of blood (or equivalent units of packed red blood cells as defined under federal regulations) that You use in a calendar year, as a Hospital or Skilled Nursing Facility in-patient, or as an out-patient. Medicare provides coverage starting with the fourth pint or equivalent unit in a calendar year.

**E.** Coverage for the coinsurance amount (or in the case of hospital outpatient department

services under a prospective payment system, the copayment amount) of Medicare eligible expenses under Part B regardless of hospital confinement, subject to the Medicare Part B Deductible.

**F.** Coverage of cost sharing for all Part A Medicare eligible Hospice care and respite care expenses.

**G.** The Medicare Part A Deductible that applies to each Benefit Period.

**H.** Billed charges up to the Medicare Part A Coinsurance that applies to the 21<sup>st</sup> through 100<sup>th</sup> days for Skilled Nursing Facility care in each Benefit Period.

This benefit does not provide coverage on days for which Medicare would not provide coverage.

**I.** The Medicare Part B Deductible regardless of hospital confinement.

**J.** Medically Necessary Emergency Care in a Foreign Country.

Coverage to the extent not covered by Medicare for eighty percent (80%) of the billed charges for Medicare-eligible expenses for medically necessary emergency hospital, physician and medical care received in a foreign country, which care would have been covered by Medicare if provided in the United States and which care began during the first sixty (60) consecutive days of each trip outside the United States, subject to a calendar year deductible of two hundred fifty dollars (\$250) and a lifetime maximum benefit of fifty thousand dollars (\$50,000). For purposes of this benefit, "emergency care" shall mean care needed immediately because of an injury or an illness of sudden and unexpected onset.

## **PART 3. EXCLUSIONS**

Please read the following list carefully. This is a list of services, which will not be covered.

**A.** You will not receive benefits for services to the extent that Medicare will pay for them.

If You are not enrolled in Part A and/or Part B of Medicare, the benefits of this Certificate are still available to You, but only in the same amount as if You—enrolled in Medicare Part A and Part B.

- B.** No payment will be made for services which are not listed as benefits in this Certificate.
- C.** No payment will be made for services and supplies which Medicare excludes, unless specifically covered as a benefit of this Certificate.
- D.** When Medicare does not provide benefits for a service but benefits are available under this Certificate, benefits are available only for services which Blue Cross and Blue Shield of Kansas determines to be Medically Necessary. As used in this paragraph, “Medically Necessary” means a service which is necessary to diagnose or treat an illness or Accidental Injury, which is prescribed or ordered by a Doctor, which is not primarily for the convenience of the Insured or the Doctor, and which is in accordance with standards of good medical practice. This specifically includes the benefits in Part 2.C. and Part 2.J.

#### **PART 4. ELIGIBILITY, ENROLLMENT, EFFECTIVE DATES OF COVERAGE**

##### **A. ELIGIBILITY**

To be eligible to enroll You must meet and continue to meet all eligibility requirements for participation in the health benefit program as determined by the Contract Holder.

##### **B. ENROLLMENT**

1. Notification must be made according to the enrollment requirements established by the Contract Holder.
2. It is required that each Insured be recorded on the records for benefits.

##### **C. EFFECTIVE DATE OF COVERAGE**

Your coverage shall become effective at 12:01 a.m. on the first day of compliance with the eligibility requirements and subject to applicable payment. If You are confined in a Hospital on the effective date of

coverage, Blue Cross and Blue Shield of Kansas will cover the Hospital confinement beginning on the effective date of Your coverage. You must notify Blue Cross and Blue Shield of Kansas of the Hospital confinement within forty-eight (48) hours of the effective date or as soon thereafter as reasonably possible.

#### **PART 5. GENERAL**

**A. Blue Cross and Blue Shield of Kansas has the Right to Determine if Services are Medically Necessary.** If Medicare determines that a service or admission was not medically necessary, Blue Cross and Blue Shield of Kansas will also consider the service or admission to be medically unnecessary. For services where Medicare makes no payment (see Parts 2.C. and 2.J), Blue Cross and Blue Shield of Kansas has the right to determine medical necessity.

**B. Blue Cross and Blue Shield of Kansas – Limits on Liability.** Blue Cross and Blue Shield of Kansas will not be liable for any acts or wrongs of a Hospital, Skilled Nursing Facility, Home Health Agency, Hospice, or Doctor. This includes negligence, misconduct, malpractice, refusal to give services, and breach of contract because of anything done, or not done, by a Hospital, Skilled Nursing Facility, Home Health Agency, Hospice, or Doctor.

**C. Your Identification Card.** You must tell Your Hospital, Skilled Nursing Facility, Home Health Agency, Hospice, or Doctor that You are eligible for benefits. When You receive services, show Your Identification Card at the Hospital, Skilled Nursing Facility, Home Health Agency, Hospice, or Doctor’s office. Show only the current card.

**D. Your Authorization.** By accepting coverage under this Certificate, You:

permit Blue Cross and Blue Shield of Kansas to request any information related to a claim for services that You received; and

authorize that any information may be given to Blue Cross and Blue Shield of

Kansas regarding medical services You have received.

If Blue Cross and Blue Shield of Kansas asks for information and does not receive it, payment for benefits cannot be made. The claim will be processed for payment only when the requested information has been received and reviewed.

**E. Notice of Claim:** You are responsible for submitting written notice of claim within 20 days after a covered loss begins or as soon as reasonably possible. If Your provider submits written notice on Your behalf within the time period specified above, such notice will satisfy the requirements of this provision. The notice can be given to Blue Cross and Blue Shield of Kansas at its home office, 1133 SW Topeka Boulevard, Topeka, Kansas. Notice should include Your name and Your identification number as stated on Your Identification Card.

**F. Claim Forms:** Blue Cross and Blue Shield, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the claimant shall be deemed to have complied with the requirements of Your Certificate as to proof of loss upon submitting within the time fixed in Your Certificate for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**G. Proofs of Loss:** Written proof of loss must be furnished to Blue Cross and Blue Shield at 1133 SW Topeka Boulevard, Topeka, Kansas, in case of claim for loss for which Your Certificate provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which Blue Cross and Blue Shield is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event,

except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**H. Time of Payment of Claims:** Benefits payable under Your Certificate will be paid immediately upon receipt of proper written proof of loss.

**I. Payment of Claims:** In most cases benefits will be paid to the provider who Medicare pays. In situations where Blue Cross and Blue Shield of Kansas is unable to identify the provider, or when Medicare does not provide a benefit provided by Your Certificate, benefits will be paid to You. Any benefits unpaid at Your death may be paid to Your estate.

If benefits are payable to Your estate, Blue Cross and Blue Shield of Kansas may pay up to \$1,000 to anyone related to You by blood or marriage, whom Blue Cross and Blue Shield of Kansas considers to be entitled to the benefits. Blue Cross and Blue Shield of Kansas will be discharged to the extent of any such payment made in good faith.

**J. Physical Examination:** Blue Cross and Blue Shield of Kansas, at its expense, has the right to have You examined as often as reasonably necessary while a claim is pending.

**K. Legal Actions:** No legal action may be brought to recover on Your Certificate within 60 days after written proof of loss has been given as required by Your Certificate. No such action may be brought after 5 years from the time written proof of loss is required to be given.

**L. Errors Related to Your Coverage.**

If the records Blue Cross and Blue Shield of Kansas has of Your coverage are in error due to a Blue Cross and Blue Shield of Kansas error or delay, the record will be corrected after discovery of the error. If Your premiums are involved, Blue Cross and Blue Shield of Kansas may need to make a back-dated change in Your premiums. Blue Cross and Blue Shield of

Kansas will make whatever change is needed in Your coverage and/or premiums to assure that You have the coverage You are entitled to under this Certificate.

Blue Cross and Blue Shield of Kansas has the right to correct benefit payments which are made in error. Providers and/or You have the responsibility to return any overpayments to Blue Cross and Blue Shield of Kansas. Blue Cross and Blue Shield of Kansas has the responsibility to make additional payments if an underpayment has been made.

**M. Notice.**

1. **From Blue Cross and Blue Shield of Kansas to the Certificate Holder.** A notice is sent to the Certificate Holder by Blue Cross and Blue Shield of Kansas and is considered "given" when mailed to the Certificate Holder at the latest address appearing on the records of Blue Cross and Blue Shield of Kansas.
2. **From Blue Cross and Blue Shield of Kansas to You.** A notice sent to You by Blue Cross and Blue Shield of Kansas is considered "given" when mailed to the Insured at his address as it appears on the records of Blue Cross and Blue Shield of Kansas.
3. **From the Contract Holder or an Insured to Blue Cross and Blue Shield of Kansas.** Notice to Blue Cross and Blue Shield of Kansas is considered "given" when received by Blue Cross and Blue Shield of Kansas at 1133 SW Topeka Boulevard, Topeka, Kansas. Blue Cross and Blue Shield of Kansas will not be able to assist You unless You include Your name and the identification number that is on Your Identification Card.

**N. Changes in this Certificate.** Benefits and premiums may be changed according to the guidelines established by State or Federal law after approval by the Board of Directors of Blue Cross and Blue Shield of Kansas and filing with the Kansas Insurance Commissioner.

No agent or representative of Blue Cross and Blue Shield other than its Board of Directors is authorized to change this Certificate or waive any of its provisions.

**O. Notification of Change.** The Contract Holder will be given notice of any approved benefit change by a new Group Contract, rider, amendment, or any other proper written means. If major changes to the Certificate issued thereunder are made, new Certificates or riders or amendments will also be issued.

**P. Acceptance of Change.** If payment is made to Blue Cross and Blue Shield of Kansas after the date of any change to the Group Contract, it is agreed the change has been accepted.

**Q.** For additional information regarding the benefits covered under Your Certificate, You may call the customer service center phone number on Your Identification Card. Information You request about benefits will be furnished without charge.

**R. Suspension of Coverage.** Benefits and premiums under the Certificate will be suspended, at Your request, for the period (not to exceed twenty-four (24) months) in which You have applied for and are determined to be entitled to medical assistance under Title XIX of the Social Security Act (Medicaid), but only if You notify Blue Cross and Blue Shield of Kansas within ninety (90) days after the date You become entitled to such assistance. Upon receipt of timely notice, Blue Cross and Blue Shield of Kansas will return to You that portion of the premium attributable to the period of Medicaid eligibility, subject to adjustment for paid claims.

If such suspension occurs and if You lose entitlement to such medical assistance, Your coverage under this Certificate will be automatically reinstated, effective as of the date of termination of such entitlement, if You provide notice of loss of such entitlement within ninety (90) days after the date of such loss and premium attributable

to the period is paid, effective as of the date of termination of such entitlement.

Benefits and premiums under the certificate will be suspended (for any period that may be provided by federal regulation) at Your request if You are entitled to benefits under Section 226 (b) of the Social Security Act and are covered under a group health plan (as defined in Section 1862 (b)(1)(A)(v) of the Social Security Act). If suspension occurs and if You lose coverage under the group health plan, the contract will be automatically reinstated (effective as of the date of loss of coverage) if You provide notice of loss of coverage within ninety (90) days after the date of loss.

**S. Contract Holder's Responsibilities Concerning Enrollment:** It is the responsibility of the Contract Holder/employer group's Plan Administrator to submit to Blue Cross and Blue Shield of Kansas for enrollment only those employees who meet the eligibility criteria of the Contract Holder and Blue Cross and Blue Shield of Kansas, and to ensure and verify the continued eligibility status of covered employees. Blue Cross and Blue Shield of Kansas has the right to recover from Insureds and/or providers any benefit payments paid on behalf of ineligible persons.

## **PART 6. CANCELLATION**

**A. Cancellation of the Group Contract:** The Group Contract can be canceled effective the date to which premiums have been paid, for several reasons.

Cancellation by Blue Cross and Blue Shield of Kansas:

1. Nonpayment of premiums by the Contract Holder. The Contract Holder has a grace period of 10 days following the due date for payment of premiums. Unless premiums are received by the end of the stated grace period, coverage under this Contract terminates as of the payment-due date.
2. Blue Cross and Blue Shield of Kansas may cancel the Group Contract for fraud

or misrepresentation of a material fact by the Contract Holder, or employer

Cancellation for the foregoing reasons will be effective on the date specified by Blue Cross and Blue Shield of Kansas in a written notice of termination.

Cancellation by the Contract Holder:

The Contract Holder may cancel the Group Contract by giving Blue Cross and Blue Shield of Kansas 30 days advance written notice.

**B. Termination of an Individual Insured's Coverage under the Group Contract.** The coverage of an individual Insured will terminate in the following situations:

1. When Blue Cross and Blue Shield of Kansas is notified that an Insured's coverage is to be removed from the group, the Insured's coverage under this Contract will end as of the date the Insured's premiums are paid to. The Insured is not entitled to a grace period or benefits during a grace period.
2. If an Insured permits the use of their or any other Insured's Blue Cross and Blue Shield of Kansas Identification Card by any other person, or uses another Insured's card, all rights of the Insured(s) may be terminated effective immediately upon written notice.
3. If an Insured fails to disclose information requested by Blue Cross and Blue Shield of Kansas or misrepresents information provided to Blue Cross and Blue Shield of Kansas, then the rights of such Insured under this Contract may be terminated effective immediately upon written notice. At the effective date of such termination, prepayments received on account of such terminated Insured applicable to periods after the effective date of termination shall be refunded and the Company shall have no further liability or responsibility under this Contract.
4. When an Insured is determined to be ineligible for coverage provided by this Contract Holder. All rights of the Insured

may be terminated effective immediately upon written notice and coverage may be retroactively cancelled effective the first day of the month following the date on which the Insured became ineligible for coverage. At the effective date of such termination, prepayments received on account of such terminated Insured applicable to periods after the effective date of termination shall be refunded and Blue Cross and Blue Shield of Kansas shall have no further liability or responsibility under this Certificate.

**C. Reinstatement.** If an Insured's coverage is canceled for non-payment of premiums by the Contract Holder (see A.1 above), Blue Cross and Blue Shield of Kansas has the right to decide whether or not to reinstate the Group Contract. If coverage is reinstated, there will be no gap in coverage.

**E.** When a grace period for payment of premiums is applicable, benefits are provided during the grace period only if premiums are received by the end of the stated grace period. The only Insureds who have a grace period are those canceled with the whole group under the nonpayment of

premiums provision in subsection A.1. above.

**F. Certificate of Creditable Coverage.** You have the right to request and obtain a Certificate of Creditable Coverage from Blue Cross and Blue Shield of Kansas while You are an Insured and up to 24 months following the date on which Your coverage cancelled. To request a Certificate of Creditable Coverage, You may contact the customer service center phone number on Your Identification Card.

#### **PART 7. CONVERSION PRIVILEGE**

If this Kansas Senior Plan C Certificate is terminated by the Contract Holder and not replaced by another group Medicare supplement policy purchased by the same Contract Holder, individual Medicare supplement contracts will be offered to the Insureds.

If You terminate Your coverage under Your Kansas Senior Plan C Certificate, an individual Medicare supplement contract will be offered to You.