

This is Your

**PREFERRED PROVIDER ORGANIZATION  
INSURANCE CONTRACT**

Issued by



BlueCross BlueShield of Western New York  
257 West Genesee St.  
Buffalo, New York 14202

A handwritten signature in black ink, appearing to be "D. M. [unclear]".

President & CEO

This is Your individual Contract for preferred provider organization coverage issued by BlueCross BlueShield of Western New York. This Contract, together with the attached Schedule of Benefits, applications, and any amendment or rider amending the terms of this Contract, constitute the entire agreement between You and Us.

You have the right to return this Contract. Examine it carefully. If You are not satisfied, You may return this Contract to Us and ask Us to cancel it. Your request must be made in writing within ten (10) days from the date You receive this Contract. We will refund any Premium paid including any Contract fees or other charges.

**Renewability.** The renewal date for this Contract is January 1 of each year. This Contract will automatically renew each year on the renewal date, unless otherwise terminated by Us as permitted by this Contract or by the Subscriber upon 30 days' prior written notice to Us.

This Contract offers You the option to receive Covered Services on two benefit levels:

- 1. In-Network Benefits.** In-network benefits are the highest level of coverage available. In-network benefits apply when Your care is provided by Participating Providers who are located within Our Service Area. You should always consider receiving dental care services first through the in-network benefits portion of this Contract
- 2. Out-of-Network Benefits.** The out-of-network benefits portion of this Contract provides coverage when You receive Covered Services from Non-Participating Providers. Your out-of-pocket expenses will be higher when You receive out-of-network benefits. In addition to Cost-Sharing, You will also be responsible for paying any difference between the Allowed Amount and the Non-Participating Provider's charge.

**READ THIS ENTIRE CONTRACT CAREFULLY. IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CONTRACT.**

This Contract is governed by the laws of New York State.

**The insurance evidenced by this Contract provides DENTAL insurance ONLY.**

If You need foreign language assistance to understand this Contract, You may call Us at 1-855-886-2901.

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## SECTION I Definitions

Defined terms will appear capitalized throughout the Contract.

**Acute:** The onset of disease or injury, or a change in the Member's condition that would require prompt medical attention.

**Allowed Amount:** The maximum amount on which Our payment is based for Covered Services. See the Cost-Sharing Expenses and Allowed Amount section of this Contract for a description of how the Allowed Amount is calculated. If Your Non-Participating Provider charges more than the Allowed Amount, You will have to pay the difference between the Allowed Amount and the Provider's charge, in addition to any Cost-Sharing requirements.

**Appeal:** A request for Us to review a Utilization Review decision or a Grievance again.

**Balance Billing:** When a Non-Participating Provider bills You for the difference between the Non-Participating Provider's charge and the Allowed Amount. A Participating Provider may not Balance Bill You for Covered Services.

**Contract:** This Contract issued by BlueCross BlueShield of Western New York, including the Schedule of Benefits and any attached riders.

**Child, Children:** The Subscriber's Children, including any natural, adopted or stepchildren, unmarried disabled Children, newborn Children, or any other Children as described in the Who is Covered section of this Contract.

**Coinsurance:** Your share of the costs of a Covered Service, calculated as a percent of the Allowed Amount for the service that You are required to pay to a Provider. The amount can vary by the type of Covered Service.

**Copayment:** A fixed amount You pay directly to a Provider for a Covered Service when You receive the service. The amount can vary by the type of Covered Service.

**Cost-Sharing:** Amounts You must pay for Covered Services, expressed as Copayments, Deductibles and/or Coinsurance.

**Cover, Covered or Covered Services:** The Medically Necessary services paid for, arranged or authorized for You by Us under the terms and conditions of this Contract.

**Deductible:** The amount You owe before We begin to pay for Covered Services. The Deductible applies before any Copayments or Coinsurance are applied. The Deductible may not apply to all Covered Services. You may also have a Deductible that applies to a specific Covered Service that You owe before We begin to pay for a particular Covered Service.

**Dependents:** The Subscriber's Spouse and Children.

**Emergency Dental Care:** Emergency dental treatment required to alleviate pain and suffering caused by dental disease or trauma. Refer to the Pediatric Dental Care and Adult Dental Care sections of this Contract for details.

**Exclusions:** Dental care services that We do not pay for or Cover.

**External Appeal Agent:** An entity that has been certified by the New York State Department of Financial Services to perform external appeals in accordance with New York law.

**Grievance:** A complaint that You communicate to Us that does not involve a Utilization Review determination.

**Hospital:** A short term, acute, general Hospital, which:

- Is primarily engaged in providing, by or under the continuous supervision of Physicians, to patients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- Has organized departments of medicine and major surgery;
- Has a requirement that every patient must be under the care of a Physician or dentist;
- Provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- If located in New York State, has in effect a Hospitalization review plan applicable to all patients which meets at least the standards set forth in 42 U.S.C. Section 1395x(k);
- Is duly licensed by the agency responsible for licensing such Hospitals; and
- Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Hospital does not mean health resorts, spas, or infirmaries at schools or camps.

**Hospitalization:** Care in a Hospital that requires admission as an inpatient and usually requires an overnight stay.

**In-Network Coinsurance:** Your share of the costs of a Covered Service, calculated as a percent of the Allowed Amount for the Covered Service that You are required to pay to a Participating Provider. The amount can vary by the type of Covered Service.

**In-Network Copayment:** A fixed amount You pay directly to a Participating Provider for a Covered Service when You receive the service. The amount can vary by the type of Covered Service.

**Medically Necessary:** See the How Your Coverage Works section of this Contract for the definition.

**Medicare:** Title XVIII of the Social Security Act, as amended.

**Member:** The Subscriber or a covered Dependent for whom required Premiums have been paid. Whenever a Member is required to provide a notice, "Member" also means the Member's designee.

**New York State of Health ("NYSOH"):** The New York State of Health, the Official Health Plan Marketplace. The NYSOH is a marketplace where individuals, families and small businesses can learn about their health insurance options; compare plans based on cost, benefits and other important features; apply for and receive financial help with premiums and cost-sharing based on income; choose a plan; and enroll in coverage. The NYSOH also helps eligible consumers enroll in other programs, including Medicaid, Child Health Plus, and the Essential Plan.

**Non-Participating Provider:** A Provider who doesn't have a contract with Us to provide services to You. You will pay more to see a Non-Participating Provider.

**Out-of-Network Coinsurance:** Your share of the costs of a Covered Service calculated as a percent of the Allowed Amount for the service that You are required to pay to a Non-Participating Provider. The amount can vary by the type of Covered Service.

**Out-of-Network Copayment:** A fixed amount You pay directly to a Non-Participating Provider for a Covered Service when You receive the service. The amount can vary by the type of Covered Service.

**Out-of-Pocket Limit:** The most You pay during a Plan Year in Cost-Sharing before We begin to pay 100% of the Allowed Amount for Covered Services. This limit never includes Your Premium, Balance Billing charges or the cost of dental care services We do not Cover. The Out-of-Pocket Limit only applies to benefits that are part of the pediatric dental essential health benefit.

**Participating Provider:** A Provider who has a contract with Us to provide services to You. A list of Participating Providers and their locations is available on Our website at [www.bcbswny.com](http://www.bcbswny.com) or upon Your request to Us. The list will be revised from time to time by Us.

**Physician or Physician Services:** Health care services a licensed medical Physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) provides or coordinates.

**Plan Year:** A calendar year ending on December 31 of each year.

**Preauthorization:** A decision by Us prior to Your receipt of a Covered Service, procedure, treatment plan, or device that the Covered Service, procedure, treatment plan, or device is Medically Necessary. We indicate which Covered Services require Preauthorization in the Schedule of Benefits section of this Contract.

**Premium:** The amount that must be paid for Your dental insurance coverage.

**Premium Tax Credit:** Financial help that lowers Your taxes to help You and Your family pay for private dental insurance. You can get this help if You get health insurance through the NYSOH and Your income is below a certain level. Advance payments of the tax credit can be used right away to lower Your monthly Premium.

**Primary Care Dentist (“PCD”):** A participating dentist who directly provides or coordinates a range of dental services for You.

**Provider:** An appropriately licensed, registered or certified dentist, dental hygienist, or dental assistant under Title 8 of the New York State Education Law (or other comparable state law, if applicable) that the New York State Insurance Law requires to be recognized who charges and bills patients for Covered Services. The Provider’s services must be rendered within the lawful scope of practice for that type of Provider in order to be Covered under the Contract.

**Referral:** An authorization given to one Participating Provider from another Participating Provider (usually from a PCD to a Specialist) in order to arrange for additional care for a Member. A Referral can be transmitted electronically or by Your Provider completing a paper Referral form.

**Schedule of Benefits:** The section of this Contract that describes the Copayments, Deductibles, Coinsurance, Out-of-Pocket Limits, Preauthorization Requirements, and other limits on Covered Services.

**Service Area:** The geographical area, designated by Us and approved by the State of New York, in which We provide coverage. Our Service Area consists of: Allegany, Chautauqua, Cattaraugus, Erie, Genesee, Niagara, Orleans and Wyoming.

**Specialist:** A dentist who focuses on a specific area of dentistry, including oral surgery, endodontia, periodontia, orthodontia and pediatric dentistry, or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions.

**Spouse:** The person to whom the Subscriber is legally married, including a same sex Spouse. Spouse also includes a domestic partner.

**Subscriber:** The person to whom this Contract is issued.

**UCR (Usual, Customary and Reasonable):** The cost of a dental service in a geographic area based on what Providers in the area usually charge for the same or similar medical service.

**Us, We, Our:** BlueCross BlueShield of Western New York and anyone to whom We legally delegate performance, on Our behalf, under this Contract.

**Utilization Review:** The review to determine whether services are or were Medically Necessary or experimental or investigational (including treatment for a rare disease or a clinical trial).

**You, Your:** The Member.

## **SECTION II**

### **How Your Coverage Works**

#### **A. Your Coverage under this Contract.**

You have purchased a dental insurance Contract from Us. We will provide the benefits described in this Contract to You and/or Your covered Dependents. You should keep this Contract with Your other important papers so that it is available for Your future reference.

#### **B. Covered Services.**

You will receive Covered Services under the terms and conditions of this Contract only when the Covered Service is:

- Medically Necessary;
- Provided by a Participating Provider for in-network coverage
- Listed as a Covered Service;
- Not in excess of any benefit limitations described in the Schedule of Benefits section of this Contract; and
- Received while Your Contract is in force.

#### **C. Participating Providers.**

To find out if a Provider is a Participating Provider, and for details about licensure and training:

- Check Our Provider directory, available at Your request.
- Call the number on Your ID card; or
- Visit our website at [www.bcbswny.com](http://www.bcbswny.com).

#### **D. The Role of Primary Care Dentists.**

This Contract does not have a gatekeeper, usually known as a Primary Care Dentist (“PCD”). You do not need a Referral from a PCD before receiving Specialist care.

You may need to request Preauthorization before You receive certain services. See the Schedule of Benefits section of this Contract for the services that require Preauthorization.

#### **E. Access to Providers and Changing Providers.**

Sometimes Providers in Our Provider directory are not available. You should call the Provider to make sure he or she is a Participating Provider and is accepting new patients.

To see a Provider, call his or her office and tell the Provider that You are a BlueCross BlueShield of Western New York Member, and explain the reason for Your visit. Have Your ID card available. The Provider’s office may ask You for Your Member ID number. When You go to the Provider’s office, bring Your ID card with You.

If We do not have a Participating Provider for certain provider types in the county in which You live or in a bordering county that is within approved time and distance standards, We will approve an authorization to a specific Non-Participating Provider until You no longer need the care or We have a Participating Provider in Our network that meets the time and distance standards and Your care has been transitioned to that Participating Provider. Covered Services rendered by the Non-Participating Provider will be paid as if they were provided by a Participating Provider. You will be responsible only for any applicable in-network Cost-Sharing.

#### **F. Out-of-Network Services.**

We Cover the services of Non-Participating Providers. See the Schedule of Benefits section of this Contract for the Non-Participating Provider services that are Covered. In any case where benefits are limited to a certain number of days or visits, such limits apply in the aggregate to in-network and out-of-network services.

#### **G. Services Subject to Preauthorization.**

Our Preauthorization is required before You receive certain Covered Services.



Your Participating Provider is responsible for requesting Preauthorization for in-network services and You are responsible for requesting Preauthorization for the out-of-network services listed in the Schedule of Benefits section of this Contract.

#### **H. Preauthorization Procedure.**

If You seek coverage for services that require Preauthorization, You or Your Provider must call Us at the number on Your ID card.

You or Your Provider must contact Us to request Preauthorization at least two (2) weeks prior to a planned service. If that is not possible, then as soon as reasonably possible during regular business hours prior to the service.

After receiving a request for approval, We will review the reasons for Your planned treatment and determine if benefits are available. Criteria will be based on multiple sources including medical policy, clinical guidelines, and therapeutic guidelines.

#### **I. Medical Management.**

The benefits available to You under this Contract may be subject to pre-service, concurrent and retrospective reviews to determine when services should be covered by Us. The purpose of these reviews is to promote the delivery of cost-effective medical care by reviewing the use of procedures and, where appropriate, the setting or place the services are performed. Covered Services must be Medically Necessary for benefits to be provided.

#### **J. Medical Necessity.**

We Cover benefits described in this Contract as long as the dental service, procedure, treatment, test, device, or supply (collectively, "service") is Medically Necessary e.g. orthodontia. The fact that a Provider has furnished, prescribed, ordered, recommended, or approved the service does not make it Medically Necessary or mean that We have to Cover it.

We may base Our decision on a review of:

- Your dental records;
- Our dental policies and clinical guidelines;
- Dental opinions of a professional society, peer review committee or other groups of Physicians;
- Reports in peer-reviewed dental literature;
- Reports and guidelines published by nationally-recognized health care organizations that include supporting scientific data;
- Professional standards of safety and effectiveness, which are generally recognized in the United States for diagnosis, care, or treatment;
- The opinion of health care professionals in the generally-recognized health specialty involved;
- The opinion of the attending Providers, which have credence but do not overrule contrary opinions.

Services will be deemed Medically Necessary only if:

- They are clinically appropriate in terms of type, frequency, extent, site, and duration, and considered effective for Your illness, injury, or disease;
- They are required for the direct care and treatment or management of that condition;
- Your condition would be adversely affected if the services were not provided;
- They are provided in accordance with generally-accepted standards of dental practice;
- They are not primarily for the convenience of You, Your family, or Your Provider;
- They are not more costly than an alternative service or sequence of services, that is at least as likely to produce equivalent therapeutic or diagnostic results;
- When setting or place of service is part of the review, services that can be safely provided to You in a lower cost setting will not be Medically Necessary if they are performed in a higher cost setting.

See the Utilization Review and External Appeal sections of this Contract for Your right to an internal Appeal and external appeal of Our determination that a service is not Medically Necessary.

**K. Important Telephone Numbers and Addresses.**

- **CLAIMS**  
Submit claims forms to the address on Your ID card.  
[www.bcbswny.com](http://www.bcbswny.com)  
(Please login to member portal to submit an electronic claim.)
- **COMPLAINTS, GRIEVANCES AND UTILIZATION REVIEW APPEALS**  
Call the number on Your ID card.
- **MEMBER SERVICES**  
Call the number on Your ID card  
(Member Services Representatives are available Monday – Friday 8:00 a.m. – 8:00 p.m.)
- **PREAUTHORIZATION**  
Call the number on Your ID card
- **OUR WEBSITE**  
[www.bcbswny.com](http://www.bcbswny.com)

## **SECTION III**

### **Cost-Sharing Expenses and Allowed Amount**

#### **A. Deductible.**

Except where stated otherwise, You must pay the amount in the Schedule of Benefits section of this Contract for Covered Services during each Plan Year before We provide coverage. If You have other than individual coverage, the individual Deductible applies to each person covered under this Contract. Once a person within a family meets the individual Deductible, no further Deductible is required for the person that has met the individual Deductible for that Plan Year. However, after Deductible payments for persons covered under this Contract collectively total the family Deductible amount in the Schedule of Benefits section of this Contract in a Plan Year, no further Deductible will be required for any person covered under this Contract for that Plan Year. You have a combined In-Network and Out-of-Network Deductible. Cost-Sharing for out-of-network services applies towards Your In-Network Deductible. Cost-Sharing for in-network services applies toward Your Out-of-Network Deductible.

**Any charges of a Non-Participating Provider that are in excess of the Allowed Amount do not apply towards the Deductible.**

The Deductible runs from January 1 to December 31 of each calendar year.

#### **B. Copayments.**

Except where stated otherwise, after You have satisfied the Deductible as described above, You must pay the Copayments, or fixed amounts, in the Schedule of Benefits section of this Contract for Covered Services. However, when the Allowed Amount for a service is less than the Copayment, You are responsible for the lesser amount.

#### **C. Coinsurance.**

Except where stated otherwise, after You have satisfied the Deductible described above, You must pay a percentage of the Allowed Amount for Covered Services. We will pay the remaining percentage of the Allowed Amount as Your in-network or out-of-network benefit as shown in the Schedule of Benefits section of this Contract.

You must also pay any charges of a Non-Participating Provider that are in excess of the Allowed Amount.

#### **D. Out-of-Pocket Limit for the Pediatric Dental Essential Health Benefit.**

When You have met Your Out-of-Pocket Limit in payment of In-Network and Out-of-Network Copayments, Deductibles and Coinsurance for a Plan Year in the Schedule of Benefits section of this Contract for the pediatric dental essential health benefit, We will provide coverage for 100% of the Allowed Amount for Covered Services for the remainder of that Plan Year for the pediatric dental essential health benefit. If You have other than individual coverage, the individual Out-of-Pocket Limit applies to each Member under age 19 covered under this Contract. Once a Member under age 19 meets the Out-of-Pocket Limit for one (1) Member under age 19, We will provide coverage for 100% of the Allowed Amount for the rest of that Plan Year for that person for the pediatric dental essential health benefit. If this Contract covers more than one Member under age 19, when two (2) or more Members under age 19 covered under this Contract have collectively met the Out-of-Pocket Limit for two (2) or more Members under age 19 in payment of Copayments, Deductibles and Coinsurance for a Plan Year in the Schedule of Benefits section of this Contract, We will provide coverage for 100% of the Allowed Amount for the pediatric dental essential health benefit for the rest of that Plan Year.

The Out-of-Pocket Limit runs from January 1 to December 31 of each calendar year.

#### **E. Out-of-Pocket Limit.**

This Contract does not have an Out-of-Pocket Limit on benefits other than the pediatric dental essential health benefit.

## **F. Annual Maximum.**

This Contract has an annual maximum for benefits described in the Adult Dental Care section of this Contract. There is no annual maximum for the pediatric dental essential health benefit. When Members receiving adult dental care have met the annual maximum for Covered Services in the Schedule of Benefits section of this Contract, no more benefits will be payable for that Member for the remainder of that Plan Year. If You have other than individual coverage, the individual annual maximum for adult dental care benefits applies to each person covered under this Contract. Once a person within a family meets the individual annual maximum for adult dental care, no more benefits for services will be payable for that person.

## **G. Your Additional Payments.**

When You receive Covered Services from a Non-Participating Provider, in addition to the applicable Copayments, Deductible and Coinsurance described in the Schedule of Benefits section of this Contract, You must also pay the amount, if any, by which the Non-Participating Provider's actual charge exceeds Our Allowed Amount. This means that the total of Our coverage and any Cost-Sharing amounts You pay may be less than the Non-Participating Provider's actual charge.

## **H. Allowed Amount.**

"Allowed Amount" means the maximum amount We will pay for the services or supplies covered under this Contract, before any applicable Copayment, Deductible and Coinsurance amounts are subtracted. We determine Our Allowed Amount as follows:

The Allowed Amount for Participating Providers will be the amount we have negotiated with the Participating Provider.

The Allowed Amount for Non-Participating Providers will be determined as follows:

### **For Providers.**

For Providers, the Allowed Amount will be an amount based on Our Participating Provider fee schedule or rate.

**Our Allowed Amount is not based on UCR. The Non-Participating Provider's actual charge may exceed Our Allowed Amount. You must pay the difference between Our Allowed Amount and the Non-Participating Provider's charge. Contact Us at the number on Your ID card for information on Your financial responsibility when You receive services from a Non-Participating Provider.**

## **SECTION IV**

### **Who is Covered**

#### **A. Who is Covered Under this Contract.**

You, the Subscriber to whom this Contract is issued, are covered under this Contract. You must live or reside in Our Service Area to be covered under this Contract. Members of Your family may also be covered depending upon the type of coverage You selected.

#### **B. Types of Coverage.**

We offer the following types of coverage:

1. **Individual.** If You selected individual coverage, then You are covered.
2. **Individual and Spouse.** If You selected individual and Spouse coverage, then You and Your Spouse are covered.
3. **Parent and Child/Children.** If You selected parent and child/children coverage, then You and Your Child or Children, as described below, are covered.
4. **Family.** If You selected family coverage, then You, Your Spouse and Your Child or Children, as described below, are covered.

#### **C. Children Covered Under this Contract.**

If You selected parent and child/children or family coverage, Children covered under this Contract include Your natural Children, legally adopted Children, step Children, and Children for whom You are the proposed adoptive parent without regard to financial dependence, residency with You, student status or employment. A proposed adopted Child is eligible for coverage on the same basis as a natural Child during any waiting period prior to the finalization of the Child's adoption. Coverage lasts until the end of the month in which the Child turns 26 years of age.

Any unmarried dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the New York Mental Hygiene Law), or physical handicap and who became so incapable prior to attainment of the age at which the Child's coverage would otherwise terminate and who is chiefly dependent upon You for support and maintenance, will remain covered while Your insurance remains in force and Your Child remains in such condition. You have 31 days from the date of Your Child's attainment of the termination age to submit an application to request that the Child be included in Your coverage and proof of the Child's incapacity. We have the right to check whether a Child is and continues to qualify under this section.

We have the right to request and be furnished with such proof as may be needed to determine eligibility status of a prospective or covered Subscriber and all other prospective or covered Members in relation to eligibility for coverage under this Contract at any time.

#### **D. Special Enrollment Periods.**

Outside of the annual open enrollment period, You, the Subscriber, Your Spouse, or Child, can enroll for coverage within 60 days prior to or after the occurrence of one (1) of the following events:

1. You or Your Spouse or Child involuntarily lose minimum essential coverage, including COBRA, including if You are enrolled in a non-calendar year group health plan or individual health insurance coverage, even if You have the option to renew the coverage;
2. You, Your Spouse or Child are determined newly eligible for advance payments of the Premium Tax Credit because coverage You are enrolled in will no longer be employer-sponsored minimum essential coverage, including as a result of Your employer discontinuing or changing available coverage within the next 60 days, provided that You are allowed to terminate existing coverage

3. You, Your Spouse or Child lose eligibility for Medicaid coverage, including Medicaid coverage for pregnancy-related services and Medicaid coverage for the medically needy, but not including other Medicaid programs that do not provide coverage for primary or specialty care;
4. You, Your Spouse or Child become eligible for new qualified dental plans because of a permanent move and You, Your Spouse or Child had minimum essential coverage for one (1) or more days during the 60 days before the move; or
5. You, Your Spouse or Child are no longer incarcerated.

Outside of the annual open enrollment period, You, the Subscriber, Your Spouse, or Child, can enroll for coverage within 60 days after the occurrence of one (1) of the following events:

1. You, Your Spouse or Child's enrollment or non-enrollment in another qualified dental plan was unintentional, inadvertent or erroneous and was the result of the error, misrepresentation, or inaction of an officer, employee, or agent of the NYSOH, or a non-NYSOH entity providing enrollment assistance or conducting enrollment activities, as evaluated and determined by the NYSOH;
2. You, Your Spouse or Child adequately demonstrate to the NYSOH that another qualified dental plan in which You were enrolled substantially violated a material provision of its contract;
3. You gain a Dependent or become a Dependent through birth, adoption or placement for adoption, or placement in foster care or through a child support order or other court order; however, foster children and Children for whom You are a legal guardian are not covered under this Contract;
4. You gain a Dependent or become a Dependent through marriage and You or Your Spouse had minimum essential coverage for one (1) or more days during the 60 days before the marriage;
5. You lose a Dependent or are no longer considered a Dependent through divorce, legal separation, or upon the death of You or Your Dependents;
6. If You are an Indian, as defined in 25 U.S.C. 450b(d), You and Your Dependents may enroll in a qualified dental plan or change from one (1) qualified dental plan to another one (1) time per month;
7. You, Your Spouse or Child demonstrate to the NYSOH that You meet other exceptional circumstances as the NYSOH may provide;
8. You, Your Spouse or Child were not previously a citizen, national, or lawfully present individual and You gain such status;
9. You, Your Spouse or Child are determined newly eligible or newly ineligible for advance payments of the Premium Tax Credit or have a change in eligibility for cost-sharing reductions.
10. You are a victim of domestic violence or spousal abandonment, including a Dependent or unmarried victim within a household, are enrolled in minimum essential coverage, and You and Your Dependents seek to enroll in coverage separate from the perpetrator of the abuse or abandonment;
11. You, Your Spouse or Child apply for coverage during the annual open enrollment period or due to a qualifying event, are assessed by the NYSOH as potentially eligible for Medicaid or Child Health Plus, but are determined ineligible for Medicaid or Child Health Plus after open enrollment has ended or more than 60 days after the qualifying event; or
12. You, Your Spouse or Child adequately demonstrate to the NYSOH that a material error related to plan benefits, service area, or premium influenced Your decision to purchase a qualified dental plan through the NYSOH.

The NYSOH must receive notice and We must receive any Premium payment within 60 days of one (1) of these events.

If You, Your Spouse or Child enroll because You are losing minimum essential coverage within the next 60 days, You are determined newly eligible for advance payments of the Premium Tax Credit because the coverage You are enrolled in will no longer be employer-sponsored minimum essential coverage, or You gain access to new qualified health plans because You are moving, and Your selection is made before the triggering event, then Your coverage will begin on the first day of the month following Your loss of coverage.

If You, Your Spouse or Child are applying due to a permanent move or marriage, You, Your Spouse or Child can meet the requirement to demonstrate coverage in the 60 days prior to the permanent move or marriage

by having minimum essential coverage for one (1) or more days during the 60 days before the move or marriage; living in a foreign country or in a United States territory for one (1) or more days during the 60 days before the move or marriage; or You are an Indian as defined in 25 U.S.C. 450b(d); or You lived for one (1) or more days during the 60 days before the move or marriage in a service area where no qualified health plan was available through the NYSOH.

#### **E. Effective Dates of Coverage for Special Enrollment Periods.**

If You, Your Spouse or Child enroll because You got married, Your coverage will begin on the first day of the month following Your selection of coverage. If You, Your Spouse or Child enroll because You gain a Dependent through adoption or placement for adoption, Your coverage will begin on the date of the adoption or placement for adoption. If You, Your Spouse or Child enroll because of a court order, Your coverage will begin on the date the court order is effective.

If You have a newborn or adopted newborn Child and the NYSOH receives notice of such birth within 60 days thereafter, coverage for Your newborn starts at the moment of birth; otherwise coverage begins on the date on which the NYSOH receives notice. Your adopted newborn Child will be covered from the moment of birth if You take physical custody of the infant as soon as the infant is released from the Hospital after birth and You file a petition pursuant to Section 115-c of the New York Domestic Relations Law within 60 days of the infant's birth; and provided further that no notice of revocation to the adoption has been filed pursuant to Section 115-b of the New York Domestic Relations Law, and consent to the adoption has not been revoked. If You have individual or individual and Spouse coverage You must also notify the NYSOH of Your desire to switch to parent and child/children or family coverage and pay any additional Premium within 60 days of the birth or adoption in order for coverage to start at the moment of birth. Otherwise, coverage begins on the date on which the NYSOH receives notice, provided that You pay any additional Premium when due. Advance payments of any Premium Tax Credit are not effective until the first day of the following month, unless the birth, adoption, or placement for adoption occurs on the first day of the month.

If You, Your Spouse or Child enroll because of the death of You or Your Dependents, Your coverage will begin on the first day of the month following Your selection.

In all other cases, the effective date of Your coverage will depend on when the NYSOH receives Your selection. If Your selection is received between the first and fifteenth day of the month, Your coverage will begin on the first day of the following month, as long as Your applicable Premium payment is received by then. If Your selection is received between the sixteenth day and the last day of the month, Your coverage will begin on the first day of the second month, as long as Your applicable Premium payment is received by then.

#### **F. Domestic Partner Coverage.**

This Contract covers domestic partners of Subscribers as Spouses. If You selected family coverage, Children covered under this Contract also includes the Children of Your domestic partner. Proof of the domestic partnership and financial interdependence must be submitted in the form of:

1. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists, or
2. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
  - a. The affidavit must be notarized and must contain the following:
    - The partners are both 18 years of age or older and are mentally competent to consent to contract;
    - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
    - The partners have been living together on a continuous basis prior to the date of the application;

- Neither individual has been registered as a member of another domestic partnership within the last six (6) months; and
- b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
- c. Proof that the partners are financially interdependent. Two (2) or more of the following are collectively sufficient to establish financial interdependence:
  - A joint bank account;
  - A joint credit card or charge card;
  - Joint obligation on a loan;
  - Status as an authorized signatory on the partner's bank account, credit card or charge card;
  - Joint ownership of holdings or investments;
  - Joint ownership of residence;
  - Joint ownership of real estate other than residence;
  - Listing of both partners as tenants on the lease of the shared residence;
  - Shared rental payments of residence (need not be shared 50/50);
  - Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
  - A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50);
  - Shared household budget for purposes of receiving government benefits;
  - Status of one (1) as representative payee for the other's government benefits;
  - Joint ownership of major items of personal property (e.g., appliances, furniture);
  - Joint ownership of a motor vehicle;
  - Joint responsibility for child care (e.g., school documents, guardianship);
  - Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50);
  - Execution of wills naming each other as executor and/or beneficiary;
  - Designation as beneficiary under the other's life insurance policy;
  - Designation as beneficiary under the other's retirement benefits account;
  - Mutual grant of durable power of attorney;
  - Mutual grant of authority to make health care decisions (e.g., health care power of attorney);
  - Affidavit by creditor or other individual able to testify to partners' financial interdependence; or
  - Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.



## **SECTION V**

### **Pediatric Dental Care**

Please refer to the Schedule of Benefits section of this Contract for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits.

We Cover the following dental care services for Members through the end of the month in which the Members turn 19 years of age:

**A. Emergency Dental Care.** We Cover Emergency Dental care, which includes emergency dental treatment required to alleviate pain and suffering caused by dental disease or trauma. Emergency Dental Care is not subject to Our Preauthorization.

**B. Preventive Dental Care.** We Cover preventive dental care that includes procedures which help to prevent oral disease from occurring, including:

- Prophylaxis (scaling and polishing the teeth) two (2) times per Plan Year;
- Topical fluoride application two (2) times per Plan Year where the local water supply is not fluoridated;
- Sealants on unrestored permanent molar teeth; and
- Unilateral or bilateral space maintainers for placement in a restored deciduous and/or mixed dentition to maintain space for normally developing permanent teeth.

**C. Routine Dental Care.** We Cover routine dental care provided in the office of a dentist, including:

- Dental examinations, visits and consultations two (2) times per Plan Year;
- X-rays, full mouth x-rays or panoramic x-rays 36 month intervals, bitewing x-rays at six (6) month intervals, and other x-rays if Medically Necessary (once primary teeth erupt);
- Procedures for simple extractions and other routine dental surgery not requiring Hospitalization, including preoperative care and postoperative care;
- In-office conscious sedation;
- Amalgam, composite restorations and stainless steel crowns; and
- Other restorative materials appropriate for children.

**D. Endodontics.** We Cover routine endodontic services, including procedures for treatment of diseased pulp chambers and pulp canals, where Hospitalization is not required.

**E. Periodontics.** We Cover limited periodontic services. We Cover non-surgical periodontic services. We Cover periodontic surgical services necessary for treatment related to hormonal disturbances, drug therapy, or congenital defects. We also Cover periodontic services in anticipation of, or leading to orthodontics that are otherwise Covered under this Contract.

**F. Prosthodontics.** We Cover prosthodontic services as follows:

- Removable complete or partial dentures, for Members 15 years of age and above, including six (6) months follow-up care;
- Additional services including insertion of identification slips, repairs, relines and rebases and treatment of cleft palate.
- Interim prosthesis for Members five (5) to 15 years of age.
- We do not Cover implants or implant related services.
- Fixed bridges are not Covered unless they are required:
- For replacement of a single upper anterior (central/lateral incisor or cuspid) in a patient with an otherwise full complement of natural, functional and/or restored teeth;
- For cleft palate stabilization; or
- Due to the presence of any neurologic or physiologic condition that would preclude the placement of a removable prosthesis, as demonstrated by medical documentation.

**G. Oral Surgery.** We Cover non-routine oral surgery, such as partial and complete bony extractions, tooth re-implantation, tooth transplantation, surgical access of an unerupted tooth, mobilization of erupted or malpositioned tooth to aid eruption, and placement of device to facilitate eruption of an impacted tooth. We also Cover oral surgery in anticipation of, or leading to orthodontics that are otherwise Covered under this Contract.

**H. Orthodontics.** We Cover orthodontics used to help restore oral structures to health and function and to treat serious medical conditions such as: cleft palate and cleft lip; maxillary/mandibular micrognathia (underdeveloped upper or lower jaw); extreme mandibular prognathism; severe asymmetry (craniofacial anomalies); ankylosis of the temporomandibular joint; and other significant skeletal dysplasias.

Procedures include but are not limited to:

- Rapid Palatal Expansion (RPE);
- Placement of component parts (e.g. brackets, bands);
- Interceptive orthodontic treatment;
- Comprehensive orthodontic treatment (during which orthodontic appliances are placed for active treatment and periodically adjusted);
- Removable appliance therapy; and
- Orthodontic retention (removal of appliances, construction and placement of retainers).

## **SECTION VI**

### **Adult Dental Care**

Please refer to the Schedule of Benefits for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits.

**Adult Dental Care:** We Cover the following dental care services for members age 19 and over:

**A. Emergency Dental Care:** We Cover emergency dental care, which includes emergency dental treatment required to alleviate pain and suffering caused by dental disease or trauma. Emergency dental care is not subject to Our Preauthorization.

**B. Preventive Dental Care:** We Cover preventive dental care, that includes procedures which help to prevent oral disease from occurring, including:

#### **Class I: Preventive Services**

Prophylaxis (cleaning and scaling). Dental prophylaxis will be provided 2 times in any one plan year.

#### **Class I. Diagnostic Services**

1. Dental examinations, visits and consultations two (2) times per Plan Year.
2. X-rays. Benefits will be provided for the following radiographs:
  - Intra oral complete (full) series or panoramic film will be provided once every three (3) years unless specifically requested by us.
  - Intra-oral periapicals. First film and additional films.
  - Intra-oral occlusals. Two films will be provided per plan year.
  - Bitewings. One set of two or four films will be provided once per plan year.

**C. Routine Dental Care:** We Cover routine dental care provided in the office of a dentist, including:

#### **Class II Basic Restorative Services:**

- Amalgam and Composite Resin Restorations. Silver amalgam and synthetic restorations are limited to one per surface per tooth during any period of twelve consecutive months.
- Uncomplicated extractions, including local anesthesia and routine postoperative care.
- Oral surgery and treatment of fractures and dislocations of the jaw. We will pay for oral surgery services for surgical extractions, including local anesthesia and routine post-operative care, removal of impacted teeth, alveoplasty and dental alveolar surgery.
- Repair of dentures and bridges. Benefits for adjustments or repairs to full or partial dentures and bridges will be provided only when the adjustment or repairs are performed more than six months after the initial insertion of the prosthesis.
- Other basic restorative services including recementing of inlay/onlay, recementing of crowns and sedative fillings, which is limited to one per tooth.
- Periodontics including: periodontic examination; gingival curettage; gingivectomy and gingivoplasty; osseous surgery including flap entry and closure; mucogingivoplastic surgery; and management of acute infection and lesions.
- Benefits for the most inclusive of these surgery procedures which is necessary to treat the patient's condition will be provided per area of the mouth once per plan year. Periodontal scaling, rooting planning, and occlusal adjustments are limited to one full mouth treatment per plan year.

**D. Endodontics:** We Cover endodontic services, including procedures for treatment of diseased pulp chambers and pulp canals, where Hospitalization is not required.

### **E. Major Restorative Services - Class III Services:**

Prosthodontics: We will cover prosthodontic services including full or partial dentures and fixed or removable bridges. We do not cover implants or implant-related services.

Other Major Services: We will cover major restorative services including inlays and onlays and crowns as follows:

Crowns: Benefits will be provided only for resin, resin fused to metal, porcelain fused to metal, three quarter cast metal, full cast metal crowns or ceramic crowns, and only when teeth cannot be restored by a filling.

Inlays and onlays: Benefits will be provided only for metallic inlay or onlay restorations on teeth that cannot be restored by a filling.

Reimbursement for Class III Services as set out above will be made according to the following rules:

1. If You have coverage for full or partial dentures, bridges or crowns, We will not make payment for replacement within five years after the date it was originally installed unless:
  - Such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth;
  - The bridge, crown, or denture, while in the mouth, has been damaged as a result of an injury received while a person is insured for these benefits.
2. We will not replace a bridge, crown or denture which is or can be made usable according to common dental standards.
3. We will not pay for any procedure, appliance or restoration, except full dentures, whose main purpose is to change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint; stabilize periodontal involved teeth; or restore occlusion.
4. We will pay for the replacement of teeth missing at the time You become covered by this Plan. However, We will only pay for the construction of standard dentures. If You select special or personalized procedures, We will pay only the amount We would have paid for standard procedures. We will only pay for the replacement of full or partial dentures once every five (5) years. However, We will not pay for dentures that are lost or stolen.

## **SECTION VII**

### **Exclusions and Limitations**

No coverage is available under this Contract for the following:

#### **A. Aviation.**

We do not Cover services arising out of aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.

#### **B. Convalescent and Custodial Care.**

We do not Cover services related to rest cures, custodial care or transportation. "Custodial care" means help in transferring, eating, dressing, bathing, toileting and other such related activities. Custodial care does not include Covered Services determined to be Medically Necessary.

#### **C. Cosmetic Services.**

We do not Cover cosmetic services or surgery unless otherwise specified, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered Child which has resulted in a functional defect. Cosmetic surgery does not include surgery determined to be Medically Necessary. If a claim for a procedure listed in 11 NYCRR 56 (e.g., certain plastic surgery and dermatology procedures) is submitted retrospectively and without medical information, any denial will not be subject to the Utilization Review process in the Utilization Review and External Appeal sections of this Contract unless medical information is submitted.

#### **D. Coverage Outside of the United States, Canada or Mexico.**

We do not Cover care or treatment provided outside of the United States, its possessions, Canada or Mexico.

#### **E. Experimental or Investigational Treatment.**

We do not Cover any health care service, procedure, treatment, or device that is experimental or investigational. However, We will Cover experimental or investigational treatments, including treatment for Your rare disease or patient costs for Your participation in a clinical trial, when Our denial of services is overturned by an External Appeal Agent certified by the State. However, for clinical trials, We will not Cover the costs of any investigational drugs or devices, non-health services required for You to receive the treatment, the costs of managing the research, or costs that would not be Covered under this Contract for non-investigational treatments. See the Utilization Review and External Appeal sections of this Contract for a further explanation of Your Appeal rights.

#### **F. Felony Participation.**

We do not Cover any illness, treatment or medical condition due to Your participation in a felony, riot or insurrection.

#### **G. Foot Care.**

We do not Cover foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet.

#### **H. Government Facility.**

We do not Cover care or treatment provided in a Hospital that is owned or operated by any federal, state or other governmental entity, except as otherwise required by law.

#### **I. Medical Services.**

We do not Cover medical services or dental services that are medical in nature, including any Hospital charges or prescription drug charges.

**J. Medically Necessary.**

In general, We will not Cover any dental service, procedure, treatment, test or device that We determine is not Medically Necessary. If an External Appeal Agent certified by the State overturns Our denial, however, We will Cover the service, procedure, treatment, test or device for which coverage has been denied, to the extent that such service, procedure, treatment, test or device, is otherwise Covered under the terms of this Contract.

**K. Medicare or Other Governmental Program.**

We do not Cover services if benefits are provided for such services under the federal Medicare program or other governmental program (except Medicaid).

**L. Military Service.**

We do not Cover an illness, treatment or medical condition due to service in the Armed Forces or auxiliary units.

**M. No-Fault Automobile Insurance.**

We do not Cover any benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable. This exclusion applies even if You do not make a proper or timely claim for the benefits available to You under a mandatory no-fault policy.

**N. Pre-Existing Conditions.**

For a period of 12 months from the enrollment date, We do not Cover any conditions for which medical advice was given, treatment was recommended by or received from a physician within six (6) months before the effective date of Your coverage. We will not treat genetic information as a pre-existing condition in the absence of a diagnosis of the condition related to such information. The pre-existing condition exclusion does not apply to the pediatric dental essential health benefit.

**O. Services Not Listed.**

We do not Cover services that are not listed in this Contract as being Covered.

**P. Services Provided by a Family Member.**

We do not Cover services performed by a member of the covered person's immediate family. "Immediate family" shall mean a child, spouse, mother, father, sister, or brother of You or Your Spouse.

**Q. Services Separately Billed by Hospital Employees.**

We do not Cover services rendered and separately billed by employees of Hospitals, laboratories or other institutions.

**R. Services with No Charge.**

We do not Cover services for which no charge is normally made.

**S. Vision Services.**

We do not Cover the examination or fitting of eyeglasses or contact lenses.

**T. War.**

We do not Cover an illness, treatment or medical condition due to war, declared or undeclared.

**U. Workers' Compensation.**

We do not Cover services if benefits for such services are provided under any state or federal Workers' Compensation, employers' liability or occupational disease law.

## **SECTION VIII**

### **Claim Determinations**

#### **A. Claims.**

A claim is a request that benefits or services be provided or paid according to the terms of this Contract. When You receive services from a Participating Provider, You will not need to submit a claim form. However, if You receive services from a Non-Participating Provider, either You or the Provider must file a claim form with Us. If the Non-Participating Provider is not willing to file the claim form, You will need to file it with Us.

#### **B. Notice of Claim.**

Claims for services must include all information designated by Us as necessary to process the claim, including, but not limited to: Member identification number; name; date of birth; date of service; type of service; the charge for each service; procedure code for the service as applicable; diagnosis code; name and address of the Provider making the charge; and supporting medical records, when necessary. A claim that fails to contain all necessary information will not be accepted and must be resubmitted with all necessary information. Claim forms are available from Us by calling the number on Your ID card or visiting Our website at [www.bcbswny.com](http://www.bcbswny.com). Completed claim forms should be sent to the address in the How Your Coverage Works section of this Contract. You may also submit a claim to Us electronically by visiting Our website at [www.bcbswny.com](http://www.bcbswny.com).

#### **C. Timeframe for Filing Claims.**

Claims for services must be submitted to Us for payment within 120 days after You receive the services for which payment is being requested. If it is not reasonably possible to submit a claim within the 120 days period, You must submit it as soon as reasonably possible.

#### **D. Claims for Prohibited Referrals.**

We are not required to pay any claim, bill or other demand or request by a Provider for clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services furnished pursuant to a referral prohibited by Section 238-a(1) of the New York Public Health Law.

#### **E. Claim Determinations.**

Our claim determination procedure applies to all claims that do not relate to a medical necessity or experimental or investigational determination. For example, Our Claim determination procedure applies to contractual benefit denials. If You disagree with Our claim determination, You may submit a Grievance pursuant to the Grievance Procedures section of this Contract.

For a description of the Utilization Review procedures and Appeal process for medical necessity or experimental or investigational determinations, see the Utilization Review and External Appeal sections of this Contract.

#### **F. Pre-service Claim Determinations.**

1. A pre-service claim is a request that a service or treatment be approved before it has been received. If We have all the information necessary to make a determination regarding a pre-service claim (e.g., a covered benefit determination), We will make a determination and provide notice to You (or Your designee) within 15 days from receipt of the claim.

If We need additional information, We will request it within 15 days from receipt of the claim. You will have 45 calendar days to submit the information. If We receive the information within 45 days, We will make a determination and provide notice to You (or Your designee) in writing, within 15 days of Our receipt of the information. If all necessary information is not received within 45 days, We will make a determination within 15 calendar days of the end of the 45 day period.

2. Urgent Pre-service Reviews. With respect to urgent pre-service requests, if We have all information necessary to make a determination, We will make a determination and provide notice to You (or Your

designee) by telephone, within 72 hours of receipt of the request. Written notice will follow within three (3) calendar days of the decision. If We need additional information, We will request it within 24 hours. You will then have 48 hours to submit the information. We will make a determination and provide notice to You (or Your designee) by telephone within 48 hours of the earlier of Our receipt of the information or the end of the 48-hour time period. Written notice will follow within three (3) calendar days of the decision.

#### **G. Post-service Claim Determinations.**

A post-service claim is a request for a service or treatment that You have already received. If We have all information necessary to make a determination regarding a post-service claim, We will make a determination and notify You (or Your designee) within 30 calendar days of the receipt of the claim if We deny the claim in whole or in part. If We need additional information, We will request it within 30 calendar days. You will then have 45 calendar days to provide the information. We will make a determination and provide notice to You (or Your designee) in writing within 15 calendar days of the earlier of Our receipt of the information or the end of the 45 day period if We deny the claim in whole or in part.

#### **H. Payment of Claims.**

Where Our obligation to pay a claim is reasonably clear, We will pay the claim within 30 days of receipt of the claim (when submitted through the internet or e-mail) and 45 days of receipt of the claim (when submitted through other means, including paper or fax). If We request additional information, We will pay the claim within 30 days (for claims submitted through the internet or e-mail) or 45 days (for claims submitted through other means, including paper or fax) of receipt of the information.



## SECTION IX Grievance Procedures

### A. Grievances.

Our Grievance procedure applies to any issue not relating to a Medical Necessity or experimental or investigational determination by Us. For example, it applies to contractual benefit denials or issues or concerns You have regarding Our administrative policies or access to Providers.

### B. Filing a Grievance.

You can contact Us by phone at the number on Your ID card or in writing to file a Grievance. You may submit an oral Grievance in connection with a denial of a Referral or a covered benefit determination. We may require that You sign a written acknowledgement of Your oral Grievance, prepared by Us. You or Your designee has up to 180 calendar days from when You received the decision You are asking Us to review to file the Grievance.

When We receive Your Grievance, We will mail an acknowledgment letter within 15 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling Your Grievance, and indicate what additional information, if any, must be provided.

We keep all requests and discussions confidential and We will take no discriminatory action because of Your issue. We have a process for both standard and expedited Grievances, depending on the nature of Your inquiry.

### C. Grievance Determination.

Qualified personnel will review Your Grievance, or if it is a clinical matter, a licensed, certified or registered health care professional will look into it. We will decide the Grievance and notify You within the following timeframes:

<u>Expedited/Urgent Grievances</u> :	By phone, within the earlier of 48 hours of receipt of all necessary information or 72 hours of receipt of Your Grievance. Written notice will be provided within 72 hours of receipt of your Grievance.
<u>Pre-Service Grievances</u> : (A request for a service or treatment that has not yet been provided.)	In writing, within 15 calendar days of receipt of Your Grievance.
<u>Post-Service Grievances</u> : (A claim for a service or treatment that has already been provided.)	In writing, within 30 calendar days of receipt of Your Grievance.
<u>All Other Grievances</u> : (That are not in relation to a claim or request for a service or treatment.)	In writing, within 45 calendar days of receipt of all necessary information to make a determination.

### D. Grievance Appeals.

If You are not satisfied with the resolution of Your Grievance, You or Your designee may file an Appeal by phone at the number on Your ID card or in writing. You have up to 60 business days from receipt of the Grievance determination to file an Appeal.

When We receive Your Appeal, We will mail an acknowledgment letter within 15 business days. The acknowledgement letter will include the name, address, and telephone number of the person handling Your Appeal and indicate what additional information, if any, must be provided.

One or more qualified personnel at a higher level than the personnel that rendered the Grievance determination will review it, or if it is a clinical matter, a clinical peer reviewer will look into it. We will decide the Appeal and notify You in writing within the following timeframes:

<u>Expedited/Urgent Grievances</u> :	The earlier of two (2) business days of receipt of all necessary information or 72 hours of receipt of Your Appeal.
<u>Pre-Service Grievances</u> : (A request for a service or treatment that has not yet been provided.)	15 calendar days of receipt of Your Appeal.
<u>Post-Service Grievances</u> : (A claim for a service or treatment that has already been provided.)	30 calendar days of receipt of Your Appeal.
<u>All Other Grievances</u> : (That are not in relation to a claim or request for a service or treatment.)	30 business days of receipt of all necessary information to make a determination.

**E. Assistance.**

If You remain dissatisfied with Our Appeal determination, or at any other time You are dissatisfied, You may:

**Call the New York State Department of Financial Services at 1-800-342-3736 or write them at:**

New York State Department of Financial Services  
Consumer Assistance Unit  
One Commerce Plaza  
Albany, NY 12257  
Website: [www.dfs.ny.gov](http://www.dfs.ny.gov)

If You need assistance filing a Grievance or Appeal, You may also contact the state independent Consumer Assistance Program at:

Community Health Advocates  
633 Third Avenue, 10th Floor  
New York, NY 10017  
Or call toll free: 1-888-614-5400; or e-mail [cha@cssny.org](mailto:cha@cssny.org)  
Website: [www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

## **SECTION X**

### **Utilization Review**

#### **A. Utilization Review.**

We review health services to determine whether the services are or were Medically Necessary or experimental or investigational ("Medically Necessary"). This process is called Utilization Review. Utilization Review includes all review activities, whether they take place prior to the service being performed (Preauthorization); when the service is being performed (concurrent); or after the service is performed (retrospective). If You have any questions about the Utilization Review process, please call the number on Your ID card. The toll-free telephone number is available at least 40 hours a week with an after-hours answering machine.

All determinations that services are not Medically Necessary will be made by: 1) licensed Physicians; or 2) licensed, certified, registered or credentialed health care professionals who are in the same profession and same or similar specialty as the Provider who typically manages Your medical condition or disease or provides the health care service under review. We do not compensate or provide financial incentives to Our employees or reviewers for determining that services are not Medically Necessary. We have developed guidelines and protocols to assist Us in this process. Specific guidelines and protocols are available for Your review upon request. For more information, call the number on Your ID card or visit Our website [www.bcbswny.com](http://www.bcbswny.com).

#### **B. Preauthorization Reviews.**

- 1. Non-Urgent Preauthorization Reviews.** If We have all the information necessary to make a determination regarding a Preauthorization review, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of receipt of the request.

If We need additional information, We will request it within three (3) business days. You or Your Provider will then have 45 calendar days to submit the information. If We receive the requested information within 45 days, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of Our receipt of the information. If all necessary information is not received within 45 days, We will make a determination within 15 calendar days of the earlier of the receipt of part of the requested information or the end of the 45 day period.

- 2. Urgent Preauthorization Reviews.** With respect to urgent Preauthorization requests, if We have all information necessary to make a determination, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone, within 72 hours of receipt of the request. Written notice will be provided within three (3) business days of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide notice to You (or Your designee) and Your Provider by telephone within 48 hours of the earlier of Our receipt of the information or the end of the 48-hour time period. Written notification will be provided within the earlier of three (3) business days of Our receipt of the information or three (3) calendar days after the verbal notification.

#### **C. Concurrent Reviews.**

- 1. Non-urgent Concurrent Reviews.** Utilization Review decisions for services during the course of care (concurrent reviews) will be made, and notice provided to You (or Your designee) and Your Provider, by telephone and in writing, within one (1) business day of receipt of all necessary information. If We need additional information, We will request it within one (1) business day. You or Your Provider will then have 45 calendar days to submit the information. We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within one (1) business day of Our receipt of the information or, if We do not receive the information, within the

earlier of 15 calendar days of receipt of part of the requested information or 15 calendar days of the end of the 45-day period.

- 2. Urgent Concurrent Reviews.** For concurrent reviews that involve an extension of urgent care, if the request for coverage is made at least 24 hours prior to the expiration of a previously approved treatment, We will make a determination and provide notice to You (or Your designee) and Your Provider by telephone within 24 hours of receipt of the request. Written notice will be provided within one (1) business day of receipt of the request.

If the request for coverage is not made at least 24 hours prior to the expiration of a previously approved treatment and We have all the information necessary to make a determination, We will make a determination and provide written notice to You (or Your designee) and Your Provider within the earlier of 72 hours or of one (1) business day of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide written notice to You (or Your designee) and Your Provider within the earlier of one (1) business day or 48 hours of Our receipt of the information or, if We do not receive the information, within 48 hours of the end of the 48-hour period.

#### **D. Retrospective Reviews.**

If We have all information necessary to make a determination regarding a retrospective claim, We will make a determination and notify You and Your Provider within 30 calendar days of the receipt of the request. If We need additional information, We will request it within 30 calendar days. You or Your Provider will then have 45 calendar days to provide the information. We will make a determination and provide notice to You and Your Provider in writing within 15 calendar days of the earlier of Our receipt of all or part of the requested information or the end of the 45-day period.

Once We have all the information to make a decision, Our failure to make a Utilization Review determination within the applicable time frames set forth above will be deemed an adverse determination subject to an internal Appeal.

#### **E. Retrospective Review of Preauthorized Services.**

We may only reverse a preauthorized treatment, service or procedure on retrospective review when:

- The relevant medical information presented to Us upon retrospective review is materially different from the information presented during the Preauthorization review;
- The relevant medical information presented to Us upon retrospective review existed at the time of the Preauthorization but was withheld or not made available to Us;
- We were not aware of the existence of such information at the time of the Preauthorization review; and
- Had We been aware of such information, the treatment, service or procedure being requested would not have been authorized. The determination is made using the same specific standards, criteria or procedures as used during the Preauthorization review.

#### **F. Reconsideration.**

If We did not attempt to consult with Your Provider who recommended the Covered Service before making an adverse determination, the Provider may request reconsideration by the same clinical peer reviewer who made the adverse determination or a designated clinical peer reviewer if the original clinical peer reviewer is unavailable. For Preauthorization and concurrent reviews, the reconsideration will take place within one (1) business day of the request for reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to You and Your Provider, by telephone and in writing.

#### **G. Utilization Review Internal Appeals.**

You, Your designee, and, in retrospective review cases, Your Provider, may request an internal Appeal of an adverse determination, either by phone or in writing.

You have up to 180 calendar days after You receive notice of the adverse determination to file an Appeal. We will acknowledge Your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will if necessary, inform You of any additional information needed before a decision can be made. A clinical peer reviewer who is a Physician or a health care professional in the same or similar specialty as the Provider who typically manages the disease or condition at issue and who is not subordinate to the clinical peer reviewer who made the initial adverse determination will perform the Appeal.

#### **H. Standard Appeal.**

- 1. Preauthorization Appeal.** If Your Appeal relates to a Preauthorization request, We will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.
- 2. Retrospective Appeal.** If Your Appeal relates to a retrospective claim, We will decide the Appeal within 60 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 60 calendar days after receipt of the Appeal request.
- 3. Expedited Appeal.** An Appeal of a review of continued or extended health care services, additional services rendered in the course of continued treatment, home health care services following discharge from an inpatient Hospital admission, services in which a Provider requests an immediate review, or any other urgent matter will be handled on an expedited basis. An expedited Appeal is not available for retrospective reviews. For an expedited Appeal, Your Provider will have reasonable access to the clinical peer reviewer assigned to the Appeal within one (1) business day of receipt of the request for an Appeal. Your Provider and a clinical peer reviewer may exchange information by telephone or fax. An expedited Appeal will be determined within the earlier of 72 hours of receipt of the Appeal or two (2) business days of receipt of the information necessary to conduct the Appeal.

If You are not satisfied with the resolution of Your expedited Appeal, You may file a standard internal appeal or an external appeal.

Our failure to render a determination of Your Appeal within 60 calendar days of receipt of the necessary information for a standard Appeal or within two (2) business days of receipt of the necessary information for an expedited Appeal will be deemed a reversal of the initial adverse determination.

#### **I. Full and Fair Review of an Appeal.**

We will provide You, free of charge, with any new or additional evidence considered, relied upon, or generated by Us or any new or additional rationale in connection with Your Appeal. The evidence or rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of final adverse determination is required to be provided to give You a reasonable opportunity to respond prior to that date.

#### **J. Appeal Assistance.**

If You need Assistance filing an Appeal, You may contact the state independent Consumer Assistance Program at:

Community Health Advocates  
633 Third Avenue, 10th Floor  
New York, NY 10017

Or call toll free: 1-888-614-5400, or email [cha@cssny.org](mailto:cha@cssny.org)

Website: [www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

## **SECTION XI**

### **External Appeal**

#### **A. Your Right to an External Appeal.**

In some cases, You have a right to an external appeal of a denial of coverage. If We have denied coverage on the basis that a service is not Medically Necessary (including appropriateness, health care setting, level of care or effectiveness of a Covered benefit); or is an experimental or investigational treatment (including clinical trials and treatments for rare diseases), You or Your representative may appeal that decision to an External Appeal Agent, an independent third party certified by the State to conduct these appeals.

In order for You to be eligible for an external appeal You must meet the following two (2) requirements:

- The service, procedure, or treatment must otherwise be a Covered Service under this Contract and
- In general, You must have received a final adverse determination through Our internal Appeal process. But, You can file an external appeal even though You have not received a final adverse determination through Our internal Appeal process if:
  - We agree in writing to waive the internal Appeal. We are not required to agree to Your request to waive the internal Appeal; or
  - You file an external appeal at the same time as You apply for an expedited internal Appeal; or
  - We fail to adhere to Utilization Review claim processing requirements (other than a minor violation that is not likely to cause prejudice or harm to You, and We demonstrate that the violation was for good cause or due to matters beyond Our control and the violation occurred during an ongoing, good faith exchange of information between You and Us).

#### **B. Your Right to Appeal A Determination that A Service Is Not Medically Necessary.**

If We have denied coverage on the basis that the service is not Medically Necessary You may appeal to an External Appeal Agent if You meet the requirements for an external appeal in paragraph "A" above.

#### **C. Your Right to Appeal A Determination that A Service is Experimental or Investigational.**

If We have denied coverage on the basis that the service is an experimental or investigational treatment (including clinical trials and treatments for rare diseases), You must satisfy the two (2) requirements for an external appeal in paragraph "A" above and Your attending Physician must certify that Your condition or disease is one for which:

1. Standard health services are ineffective or medically inappropriate; or
2. There does not exist a more beneficial standard service or procedure covered by Us; or
3. There exists a clinical trial or rare disease treatment (as defined by law).

In addition, Your attending Physician must have recommended one (1) of the following:

1. A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to You than any standard Covered Service (only certain documents will be considered in support of this recommendation – Your attending Physician should contact the State for current information as to what documents will be considered or acceptable); or
2. A clinical trial for which You are eligible (only certain clinical trials can be considered); or
3. A rare disease treatment for which Your attending Physician certifies that there is no standard treatment that is likely to be more clinically beneficial to You than the requested service, the requested service is likely to benefit You in the treatment of Your rare disease, and such benefit outweighs the risk of the service. In addition, Your attending Physician must certify that Your condition is a rare disease that is currently or was previously subject to a research study by the National Institutes of Health Rare Disease Clinical Research Network or that it affects fewer than 200,000 U.S. residents per year.

For purposes of this section, Your attending Physician must be a licensed, board-certified or board eligible Physician qualified to practice in the area appropriate to treat Your condition or disease. In addition, for a rare disease treatment, the attending Physician may not be Your treating Physician.

#### **D. The External Appeal Process.**

You have four (4) months from receipt of a final adverse determination or from receipt of a waiver of the internal Appeal process to file a written request for an external appeal. If You are filing an external appeal based on Our failure to adhere to claim processing requirements, You have four (4) months from such failure to file a written request for an external appeal.

We will provide an external appeal application with the final adverse determination issued through Our internal Appeal process or Our written waiver of an internal Appeal. You may also request an external appeal application from the New York State Department of Financial Services at 1-800-400-8882. Submit the completed application to the Department of Financial Services at the address indicated on the application. If You meet the criteria for an external appeal, the State will forward the request to a certified External Appeal Agent.

You can submit additional documentation with Your external appeal request. If the External Appeal Agent determines that the information You submit represents a material change from the information on which We based Our denial, the External Appeal Agent will share this information with Us in order for Us to exercise Our right to reconsider Our decision. If We choose to exercise this right, We will have three (3) business days to amend or confirm Our decision. Please note that in the case of an expedited external appeal (described below), We do not have a right to reconsider Our decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of Your completed application. The External Appeal Agent may request additional information from You, Your Physician, or Us. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify You in writing of its decision within two (2) business days.

If Your attending Physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to Your health; or if Your attending Physician certifies that the standard external appeal time frame would seriously jeopardize Your life, health or ability to regain maximum function; or if You received emergency services and have not been discharged from a facility and the denial concerns an admission, availability of care, or continued stay, You may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within 72 hours of receipt of Your completed application. Immediately after reaching a decision, the External Appeal Agent must notify You and Us by telephone or facsimile of that decision. The External Appeal Agent must also notify You in writing of its decision.

If the External Appeal Agent overturns Our decision that a service is not Medically Necessary or approves coverage of an experimental or investigational treatment, We will provide coverage subject to the other terms and conditions of this Contract. Please note that if the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, We will only Cover the cost of services required to provide treatment to You according to the design of the trial. We will not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing the research, or costs that would not be Covered under this Contract for non-investigational treatments provided in the clinical trial.

The External Appeal Agent's decision is binding on both You and Us. The External Appeal Agent's decision is admissible in any court proceeding.

#### **E. Your Responsibilities.**

**It is Your responsibility to start the external appeal process.** You may start the external appeal process by filing a completed application with the New York State Department of Financial Services. You may appoint a

representative to assist You with Your application; however, the Department of Financial Services may contact You and request that You confirm in writing that You have appointed the representative.

**Under New York State law, Your completed request for external appeal must be filed within four (4) months of either the date upon which You receive a final adverse determination, or the date upon which You receive a written waiver of any internal Appeal, or Our failure to adhere to claim processing requirements. We have no authority to extend this deadline.**



## **SECTION XII**

### **Termination of Coverage**

This Contract may be terminated as follows:

#### **A. Automatic Termination of this Contract.**

This Contract shall automatically terminate upon the death of the Subscriber, unless the Subscriber has coverage for Dependents. If the Subscriber has coverage for Dependents, this Contract will terminate as of the last day of the month for which the Premium has been paid.

#### **B. Automatic Termination of Your Coverage.**

Coverage under this Contract shall automatically terminate:

1. For Spouses in cases of divorce, the date of the divorce.
2. For Children, the end of the month in which the Child turns 26 years of age.
3. For all other Dependents, the end of the month in which the Dependent ceases to be eligible.

#### **C. Termination by You.**

The Subscriber may terminate this Contract at any time by giving the NYSOH at least 14 days' prior written notice.

#### **D. Termination by Us.**

We may terminate this Contract with 30 days' written notice as follows:

1. For Non-payment of Premiums.

Premiums are to be paid by the Subscriber to Us on each Premium due date. While each Premium is due by the due date, there is a grace period for each Premium payment. If the Premium payment is not received by the end of the grace period, coverage will terminate as follows:

- If the Subscriber does not receive advanced payments of the Premium Tax Credit for coverage in the NYSOH and fails to pay the required Premium within a 30-day grace period, this Contract will terminate retroactively back to the last day Premiums were paid. The Subscriber will be responsible for paying any claims submitted during the grace period if this Contract terminates.
- If the Subscriber receives advanced payments of the Premium Tax Credit and has paid at least one (1) full month's Premium, this Contract will terminate one (1) month after the last day Premiums were paid. That is, retroactive termination will not exceed 61 days. We may pend claims incurred during the 61-day grace period. The Subscriber will be responsible for paying any claims incurred during the 61-day grace period if this Contract coverage terminates.

2. Fraud or Intentional Misrepresentation of Material Fact.

If the Subscriber has performed an act that constitutes fraud or made an intentional misrepresentation of material fact in writing on his or her enrollment application, or in order to obtain coverage for a service, this Contract will terminate immediately upon a written notice to the Subscriber from the NYSOH. If termination is a result of the Subscriber's action, coverage will terminate for the Subscriber and any Dependents. If termination is a result of the Dependent's action, coverage will terminate for the Dependent.

3. If the Subscriber no longer lives or resides in Our Service Area.

4. The date the Contract is terminated because We stop offering the class of contracts to which this Contract belongs, without regard to claims experience or health related status of this Contract. We will provide the Subscriber with at least 90 days' prior written notice.

No termination shall prejudice the right to a claim for benefits which arose prior to such termination.

**SECTION XIII**  
**Extension of Benefits**

Upon termination of insurance, whether due to termination of eligibility, or termination of the Contract, an extension of benefits shall be provided for a period of no less than 30 days for completion of a dental procedure that was started before Your coverage ended.

## **SECTION XIV**

### **Temporary Suspension Rights for Armed Forces' Members**

If You, the Subscriber, are a member of a reserve component of the armed forces of the United States, including the National Guard, You have the right to temporary suspension of coverage during active duty and reinstatement of coverage at the end of active duty if:

1. Your active duty is extended during a period when the president is authorized to order units of the reserve to active duty, provided that such additional active duty is at the request and for the convenience of the federal government, and
2. You serve no more than five (5) years of active duty.

You must make a written request to Us to have Your coverage suspended during a period of active duty. Your unearned Premium will be refunded during the period of such suspension.

Upon completion of active duty, Your coverage may be resumed as long as You:

1. Make written application to Us; and
2. Remit the Premium within 60 days of the termination of active duty.

The right of resumption extends to coverage for Your Dependents. For coverage that was suspended while on active duty, coverage will be retroactive to the date on which active duty terminated.

## **SECTION XV**

### **General Provisions**

#### **1. Agreements between Us and Participating Providers.**

Any agreement between Us and Participating Providers may only be terminated by Us or the Providers. This Contract does not require any Provider to accept a Member as a patient. We do not guarantee a Member's admission to any Participating Provider or any dental benefits program.

#### **2. Assignment.**

You cannot assign any benefits under this Contract to any person, corporation, or other organization. Any assignment of benefits by You will be void and unenforceable. Assignment means the transfer to another person, corporation or organization of Your right to the services provided under this Contract.

#### **3. Changes in This Contract.**

We may unilaterally change this Contract upon renewal, if We give You 45 days' prior written notice.

#### **4. Choice of Law.**

This Contract shall be governed by the laws of the State of New York.

#### **5. Clerical Error.**

Clerical error, whether by You or Us, with respect to this Contract or any other documentation issued by Us in connection with this Contract, or in keeping any record pertaining to the coverage hereunder, will not modify or invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

#### **6. Conformity with Law.**

Any term of this Contract which is in conflict with New York State law or with any applicable federal law that imposes additional requirements from what is required under New York State law will be amended to conform with the minimum requirements of such law.

#### **7. Continuation of Benefit Limitations.**

Some of the benefits in this Contract may be limited to a specific number of visits, a benefit maximum, and/or subject to a Deductible. You will not be entitled to any additional benefits if Your coverage status should change during the year. For example, if Your coverage status changes from covered family member to Subscriber, all benefits previously utilized when You were a covered family member will be applied toward Your new status as a Subscriber.

#### **8. Entire Agreement.**

This Contract, including any endorsements, riders and the attached applications, if any, constitutes the entire Contract.

#### **9. Furnishing Information and Audit.**

All persons covered under this Contract will promptly furnish Us with all information and records that We may require from time to time to perform Our obligations under this Contract. You must provide Us with certain information over the telephone for reasons such as the following: to determine the level of care You need; so that We may certify care authorized by Your Provider; or make decisions regarding the medical necessity of Your care.

#### **10. Identification Cards.**

Identification ("ID") cards are issued by Us for identification purposes only. Possession of any ID card confers no right to services or benefits under this Contract. To be entitled to such services or benefits, Your Premiums must be paid in full at the time that the services are sought to be received.

**11. Incontestability.**

No statement made by the Subscriber in an application for coverage under this Contract shall avoid the Contract or be used in any legal proceeding unless the application or an exact copy is attached to this Contract.

**12. Input in Developing Our Policies.**

Subscribers may participate in the development of Our policies by calling the number on the back of Your ID card.

**13. Material Accessibility.**

We will give You ID cards, Contracts, riders, and other necessary materials.

**14. More Information about Your Dental Plan.**

You can request additional information about Your coverage under this Contract. Upon Your request, We will provide the following information.

- A list of the names, business addresses and official positions of Our board of directors, officers and members; and Our most recent annual certified financial statement which includes a balance sheet and a summary of the receipts and disbursements.
- The information that We provide the State regarding Our consumer complaints.
- A copy of Our procedures for maintaining confidentiality of Member information.
- A written description of Our quality assurance program.
- A copy of Our medical policy regarding an experimental or investigational drug, medical device or treatment in clinical trials.
- A copy of Our clinical review criteria (e.g. Medical Necessity criteria), and where appropriate, other clinical information We may consider regarding a specific disease, course of treatment or Utilization Review guidelines.
- Written application procedures and minimum qualification requirements for Providers.

**15. Notice.**

Any notice that We give You under this Contract will be mailed to Your address as it appears in Our records. You agree to provide Us with notice of any change of Your address. If You have to give Us any notice, it should be sent by U.S. Mail, first class, postage prepaid to:

BlueCross BlueShield of Western New York  
PO Box 80  
Buffalo, NY 14240

**16. Premium Payment.**

The first month's Premium is due and payable when you apply for coverage. Coverage will begin on the effective date of the Contract as defined herein. Subsequent Premiums are due and payable on the first of each month thereafter.

**17. Premium Refund.**

We will give any refund of Premiums, if due, to Subscriber.

**18. Recovery of Overpayments.**

On occasion a payment will be made to You when You are not covered, for a service that is not Covered, or which is more than is proper. When this happens We will explain the problem to You and You must return the amount of the overpayment to Us within 60 days after receiving notification from Us. However, We shall not initiate overpayment recovery efforts more than 24 months after the original payment was made unless We have a reasonable belief of fraud or other intentional misconduct.

**19. Renewal Date.**

The renewal date for the Contract is January 1 of each year. This Contract will automatically renew each year on the renewal date unless otherwise terminated by Us, as permitted by this Contract, or by the Subscriber upon 30 days' prior written notice to Us.

**20. Reinstatement after Default.**

If the Subscriber defaults in making any payment under this Contract, the subsequent acceptance of payment by Us or by one of Our authorized agents or brokers shall reinstate the Contract, but with respect to sickness and injury, only to Cover such sickness as may be first manifested more than 10 days after the date of such acceptance.

**21. Right to Develop Guidelines and Administrative Rules.**

We may develop or adopt standards that describe in more detail when We will or will not make payments under this Contract. Those standards will not be contrary to the descriptions in this Contract. If You have a question about the standards that apply to a particular benefit, You may contact Us and We will explain the standards or send You a copy of the standards. We may also develop administrative rules pertaining to enrollment and other administrative matters. We shall have all the powers necessary or appropriate to enable Us to carry out Our duties in connection with the administration of this Contract.

**22. Right to Offset.**

If We make a claim payment to You or on Your behalf in error or You owe Us any money, You must repay the amount You owe Us. Except as otherwise required by law, if We owe You a payment for other claims received, We have the right to subtract any amount You owe Us from any payment We owe You.

**23. Service Marks.**

BlueCross BlueShield of Western New York is an independent corporation organized under the New York Insurance Law. BlueCross BlueShield of Western New York also operates under licenses with the BlueCross BlueShield Association, which licenses BlueCross BlueShield of Western New York to use the BlueCross BlueShield service marks in a portion of New York State. BlueCross BlueShield of Western New York does not act as an agent of the BlueCross BlueShield Association. BlueCross BlueShield of Western New York is solely responsible for the obligations created under this agreement.

**24. Severability.**

The unenforceability or invalidity of any provision of this Contract shall not affect the validity and enforceability of the remainder of this Contract.

**25. Third Party Beneficiaries.**

No third party beneficiaries are intended to be created by this Contract and nothing in the Contract shall confer upon any person or entity other than You or Us any right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. No other party can enforce this Contract's provisions or seek any remedy arising out of either Our or Your performance or failure to perform any portion of this Contract or to bring an action or pursuit for the breach of any terms of this Contract.

**26. Time to Sue.**

No action at law or in equity may be maintained against Us prior to the expiration of 60 days after written submission of a claim has been furnished to Us as required in this Contract. You must start any lawsuit against Us under this Contract within two (2) years from the date the claim was required to be filed.

**27. Translation Services.**

Translation services are available under this Contract for non-English speaking Members. Please contact Us at the number on your ID card to access these services.

**28. Waiver.**

The waiver by any party of any breach of any provision of this Contract will not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder will not operate as a waiver of such right.

**29. Who May Change this Contract.**

This Contract may not be modified, amended, or changed, except in writing and signed by Our Chief Executive Officer (“CEO”) or a person designated by the CEO. No employee, agent, or other person is authorized to interpret, amend, modify, or otherwise change this Contract in a manner that expands or limits the scope of coverage, or the conditions of eligibility, enrollment, or participation, unless in writing and signed by the CEO or person designated by the CEO.

**30. Who Receives Payment under this Contract.**

Payments under this Contract for services provided by a Participating Provider will be made directly by Us to the Provider. If You receive services from a Non-Participating Provider, We reserve the right to pay either You or the Provider regardless of whether an assignment has been made.

**31. Workers’ Compensation Not Affected.**

The coverage provided under this Contract is not in lieu of and does not affect any requirements for coverage by workers’ compensation insurance or law.

**32. Your Dental Records and Reports.**

In order to provide Your coverage under this Contract, it may be necessary for Us to obtain Your dental records and information from Providers who treated You. Our actions to provide that coverage include processing Your claims, reviewing Grievances, Appeals, or complaints involving Your care, and quality assurance reviews of Your care, whether based on a specific complaint or a routine audit of randomly selected cases. By accepting coverage under this Contract, except as prohibited by state or federal law, You automatically give Us or Our designee permission to obtain and use Your dental records for those purposes and You authorize each and every Provider who renders services to You to:

- Disclose all facts pertaining to Your care, treatment, and physical condition to Us or to a dental professional that We may engage to assist Us in reviewing a treatment or claim, or in connection with a complaint or quality of care review;
- Render reports pertaining to Your care, treatment, and physical condition to Us, or to a dental professional that We may engage to assist Us in reviewing a treatment or claim; and
- Permit copying of Your dental records by Us.

We agree to maintain Your dental information in accordance with state and federal confidentiality requirements. However, to the extent permitted under state or federal law, You automatically give Us permission to share Your information with the New York State Department of Health, quality oversight organizations, and third parties with which We contract to assist Us in administering this Contract, so long as they also agree to maintain the information in accordance with state and federal confidentiality requirements.

**SECTION XVI**  
**SCHEDULE OF BENEFITS**  
**Blue Value Dental 1 (2020)**

<b>COST-SHARING</b>	<b>Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Non-Participating Provider Member Responsibility for Cost-Sharing</b>	
<b>PEDIATRIC DENTAL CARE ESSENTIAL HEALTH BENEFIT</b>			Deductible and out-of-pocket limits are combined for covered services at participating and non-participating providers.
<b>Deductible</b>			
• One (1) Member under Age 19	None	None	
• Two (2) or More Members under Age 19	None	None	
<b>Out-of-Pocket Limit</b>			
• One (1) Member under Age 19	\$350	\$350	
• Two (2) or More Members under Age 19	\$700	\$700	
Deductibles, Coinsurance and Copayments that make up Your Out-of-Pocket Limit accumulate on a calendar year ending on December 31 of each year.		See the Cost-Sharing Expenses and Allowed Amount section of this Contract for a description of how We calculate the Allowed Amount. Any charges of a Non-Participating Provider that are in excess of the Allowed Amount do not apply towards the Deductible or Out-of-Pocket Limit. You must pay the amount of the Non-Participating Provider's charge that exceeds Our Allowed Amount.	



<b>PEDIATRIC DENTAL ESSENTIAL HEALTH BENEFIT &amp; CARE</b>	<b>Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Non-Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Limits</b>
<b>Pediatric Dental Care</b>			
• Emergency Dental Care	50% Coinsurance	50% Coinsurance	One (1) dental exam and cleaning per six (6) month period
• Preventive Dental Care	\$20 Copayment	\$20 Copayment	Full mouth x-rays or panoramic x-rays at 36-month intervals and bitewing x-rays at six (6) month intervals
• Routine Dental Care	50% Coinsurance	50% Coinsurance	
• Endodontics	50% Coinsurance	50% Coinsurance	
• Periodontics	50% Coinsurance	50% Coinsurance	
• Prosthodontics	50% Coinsurance	50% Coinsurance	
• Oral Surgery	50% Coinsurance	50% Coinsurance	
• Orthodontics <b>Orthodontics Require Preauthorization</b>	50% Coinsurance	50% Coinsurance	
<b>ADULT DENTAL CARE</b>	<b>Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Non-Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Limits</b>
<b>Deductible</b>			Deductible and annual maximum are combined for covered services at participating and non-participating providers.
• Individual	\$50	\$50	
• Family	\$150	\$150	

<b>Out-of-Pocket Limit</b>			
• Individual	None	None	None
• Family	None	None	None
<b>Annual Maximum</b>	\$750 per member	\$750 per member	\$750 per member
Deductibles, Coinsurance and Copayments that make up Your Out-of-Pocket Limit accumulate on a calendar year ending on December 31 of each year.			See the Cost-Sharing Expenses and Allowed Amount section of this Contract for a description of how We calculate the Allowed Amount. Any charges of a Non-Participating Provider that are in excess of the Allowed Amount do not apply towards the Deductible or Out-of-Pocket Limit. You must pay the amount of the Non-Participating Provider's charge that exceeds Our Allowed Amount.
<b>ADULT DENTAL CARE</b>	<b>Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Non-Participating Provider Member Responsibility for Cost-Sharing</b>	<b>Limits</b>
• Emergency Dental Care	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Preventive Dental Care	\$0 Copayment not subject to Deductible	\$0 Copayment not subject to Deductible	\$0 Copayment not subject to Deductible
• Routine Dental Care	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Endodontics	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Periodontics	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Prosthodontics	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Oral Surgery	50% Coinsurance after Deductible	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Orthodontics	Not covered	Not covered	Not covered

All in-network Preauthorization requests are the responsibility of Your Participating Provider. You will not be penalized for a Participating Provider's failure to obtain a required Preauthorization. However, if services are not Covered under the Contract, You will be responsible for the full cost of the services.





## Rider to Extend Coverage for Young Adults through Age 29

This rider, which has been selected by the Subscriber, extends the eligibility of Children for coverage under Your Contract and any applicable rider(s) thereto.

### A. Young Adults Covered through Age 29.

If You selected parent and child/children or family coverage, Your young adult Child will be eligible for coverage until the end of the month in which the Child turns 30 years of age, when the young adult:

1. Is unmarried;
2. Is not insured by or eligible for coverage under an employer-sponsored health benefit plan covering him or her as an employee or member, whether insured or self-insured; and
3. Lives, works or resides in New York State or Our Service Area.

The young adult need not live with or be financially dependent upon You or be a student in order to be covered under this rider.

The young adult's children are not eligible for coverage under this rider.

Coverage under this rider terminates the end of the month in which the Child turns 30 years of age.

### B. Controlling Contract.

All of the terms, conditions, limitations, and exclusions of Your Contract to which this rider is attached shall also apply to this rider except where specifically changed by this rider.

BlueCross BlueShield of Western New York  
257 West Genesee St.  
Buffalo, New York 14202

A handwritten signature in black ink, appearing to be "D. J. [unclear]". The signature is fluid and cursive, with a long horizontal stroke at the end.

President & CEO

## Notice of Privacy Practices

### Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

#### Please review it carefully.

This notice took effect on September 23, 2013. We are required to maintain the privacy of your protected health information and we will follow the terms of this notice while it is in effect.

### Your Protected Health Information (PHI) and Other Nonpublic Personal Information

**PHI** — health information that identifies you or could be used to identify you that was created or received by a provider, health plan, or employer, and that relates to one of the following:

- Your past, present, or future physical or mental health or condition
- Providing you health care
- The past, present, or future payment for providing you health care

**Other Nonpublic Personal Information** — identifies you, such as account balance information, payment history, information obtained in connection with a loan, or information from a consumer report.

### Your Information

We collect your information as necessary to provide you with health insurance products and services and to administer our business. We may also disclose this information to nonaffiliated third parties as described in this notice. The types of information we may collect and disclose include:

- Information you or your employer provide on applications and other forms, such as names, addresses, social security numbers, and dates of birth
- Information about your interactions with us or others (such as providers) regarding your medical information or claims
- Information you provide in person, by phone, in email, or through visits to our website

## Your Rights

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities.

### Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
- We may ask that you submit your request in writing. Please note, if you want to obtain copies of your medical records, you should contact the practitioner or facility. We do not generate, modify, or maintain complete medical records.
- You may also request that we send a copy of your information to a third party. We may ask that you submit a written, signed authorization form permitting us to do so and we may charge a reasonable fee for copying and mailing your personal information.

### Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete.
- We may say no to your request, but we'll tell you why in writing within 60 days.

### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.
- All requests should be made in writing.
- It may take a short period of time for us to implement your request.
- We will comply with your request if it is reasonable and continues to permit us to collect premiums and pay claims under your policy, including issuing certain explanations of benefits and policy information to the



subscriber of the policy. For example, even if you request confidential communications:

- o We will mail the check for services you receive from a nonparticipating provider to you but made payable to the subscriber
- o Accumulated payment information such as deductibles (in which your information might appear), will continue to appear on explanations of benefits sent to the subscriber
- o We may disclose to the subscriber, as the contract holder, policy details such as eligibility status or certificates of coverage

#### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, but if we do, we will abide by our agreement (except when necessary for treatment in an emergency).

**You have the right to request a list of certain disclosures of your information** we or our business associates made for purposes other than treatment, payment, or health care operations.

**You have the right to receive a paper copy of this notice**

#### **Choose someone to act for you**

- You have the right to authorize individuals to act on your behalf with respect to your information. You must identify your authorized representatives on a HIPAA-compliant authorization form (available on our website) and explain what type of information they may receive.
- You have the right to revoke an authorization except for actions already taken based on your authorization.

#### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information listed on page 4.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights.
- We will not retaliate against you for filing a complaint.

## **Your Choices**

**For certain health information, you can tell us your choices about what we share.** We may use and disclose your information in the situations described below but you have the right to limit or object to these uses or disclosures. If you have a clear preference for how we share your information in these situations, contact us using the information on page 4.

- With your family, close friends, or others involved with your health care or payment for your care when you are present and have given us permission to do so. If you are not present, if it is an emergency, or you are not able to give us permission, we may give your information to a family member, friend, or other person if sharing your information is in your best interest. In these cases, the person requesting your information must accurately verify details about you (e.g., name, identification number, date of birth, etc.) and prove involvement with your health care or payment for your health care by providing details relevant to the information requested. For example, if a family member calls us with prior knowledge of a claim (e.g., provider's name, date of service, etc.), we may confirm the claim's status, patient responsibility, etc. We will only disclose information directly relevant to that person's involvement with your health care or payment for your health care.
- In a disaster relief situation.

#### **Uses and disclosures for which we will obtain your authorization**

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Disclose your psychotherapy notes
- Make certain disclosures of information considered sensitive in nature, such as HIV/AIDS, mental health, alcohol or drug dependency, and sexually transmitted diseases. Certain federal and state laws require that we limit how we disclose this information. In general, unless we obtain your written authorization, we will only disclose such information as provided for in applicable laws.

## **Our Uses and Disclosures**

### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways:

#### **Help manage the health care treatment you receive**

- We can use your health information and share it with professionals who are treating you.  
Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

#### **Run our organization**

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.  
Example: We may disclose your information for medical review, legal services, and auditing.

#### **Pay for your health services**

- We can use and disclose your health information as we pay for your health services.
- We issue explanations of benefits to the subscriber of the health plan or insurance policy.  
Example: We share information about you to pay your physicians, hospitals, and other providers for covered services delivered to you.

#### **Administer your plan**

- We may disclose your health information to your health plan sponsor for plan administration.  
Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.  
Specific information is not released to employers unless the proper agreements are in place as permitted by law or you have authorized the release.

#### **Business associates**

- We may disclose your health information to our business associates to provide you with products or services on our behalf (such as

claims administration or pharmacy benefits management). Business associates are required by law and contract to protect your confidentiality and limit the use of your information.

### **How else can we use or share your health information?**

We are allowed or required to share your information in other ways — usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

#### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease, injury, or disability
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

#### **Do research**

- We can use or share your information for health research, subject to certain criteria.

#### **Comply with the law**

- We will share information about you if state or federal laws require it, including with the United States Department of Health and Human Services (HHS) if it wants to see that we're complying with federal privacy laws.  
Example: responding to a request from the US HHS, the New York State Department of Financial Services (DFS), the New York State Department of Health (DOH), or other appropriate regulatory authority.

#### **Respond to organ and tissue donation requests and work with a medical examiner or funeral director**

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.



## **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

## **Respond to lawsuits and legal actions**

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your PHI, and other nonpublic, personal information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.
- We establish and enforce security and privacy policies and procedures that protect oral, written, and electronic information.
- Annual security and privacy awareness training is completed by the entire workforce population.
- We apply physical and electronic safeguards to protect and prevent unauthorized access to your information.

- We limit access to PHI as appropriate for workforce members to complete their job.
- We provide prospective, existing, and former members the same protection and respect of their information.

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our website, and we will mail a copy to you.

## **Questions**

Please use the contact information provided if you want more information about our privacy practices, have questions or concerns, or would like to file a complaint. Requests sent to persons, offices or addresses other than the one indicated might result in a delayed response.

### **BlueCross BlueShield of Western New York**

1-877-576-6440 (TTY 711)  
8 a.m. – 7 p.m., Monday – Friday  
PO Box 80, Buffalo, NY 14240-0080

### **Child Health Plus and Medicaid Managed Care**

1-866-231-0847 (TTY 711)  
8:30 a.m. – 6 p.m., Monday – Friday  
PO Box 80, Buffalo, NY 14240-0080

### **Medicare Advantage, Medigap, Part D Prescription Drug Plan**

1-800-329-2792 (TTY 711)  
October 1 through March 31:  
8 a.m. – 8 p.m., 7 days a week  
April 1 through September 30:  
8 a.m. – 8 p.m., Monday – Friday  
PO Box 80, Buffalo, NY 14240-0080

### **Marketplace Individual and Family Plans**

1-855-344-3425 (TTY 711)  
8 a.m. – 8 p.m., Monday – Friday  
PO Box 80, Buffalo, NY 14240-0080

## BlueCross BlueShield of Western New York – Notice of Nondiscrimination

BlueCross BlueShield of Western New York complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. BlueCross BlueShield of Western New York does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### BlueCross BlueShield of Western New York:

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

If you need these services, please call the customer service number on the back of your ID card or contact the Vice President, Chief Compliance Officer.

If you believe that BlueCross BlueShield of Western New York has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Vice President, Chief Compliance Officer, 257 West Genesee Street, Buffalo, NY 14202, 1-800-798-1453, (716) 887-6056 (fax), <http://bsneny.com>. You can file a grievance in person or by mail, fax, or email. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

### For assistance in English, call customer service at the number listed on your ID card.

Para obtener asistencia en español, llame al servicio de atención al cliente al número que aparece en su tarjeta de identificación.

請撥打您 ID 卡上的客服號碼以尋求中文協助。

한국어로 도움을 받고 싶으시면 ID 카드에 있는 고객 서비스 전화번호로 문의해 주십시오.

Rele nimewo sèvis kliyantèl ki nan kat ID ou pou jwenn èd nan Kreyòl Ayisyen.

פאר הילף אין אידיש, רופט די קאסטומער סערוויס אויפן נומער וואס שטייט אויף אייער ID קארטל.

Per assistenza in italiano chiamate il numero del servizio clienti riportato nella vostra scheda identificativa.

বাংলায় সহায়তার জন্য, আপনার আইডি কার্ডে তালিকাভুক্ত নম্বরে ক্রেতা পরিষেবায় ফোন করুন।

اردو میں مدد کے لیے، کسٹمر سروس آپ کے شناختی کارڈ پر درج کردہ نمبر پر کال کریں

Aby uzyskać pomoc w języku polskim, należy zadzwonić do działu obsługi klienta pod numer podany na identyfikatorze.

اردو زبان میں مدد کے لئے، کسٹمر سروس کو اپنے آئی ڈی کارڈ پر درج نمبر پر کال کریں۔

Pour une assistance en français, composez le numéro de téléphone du service à la clientèle figurant sur votre carte d'identification.

Обратитесь по номеру телефона обслуживания клиентов, указанному на Вашей идентификационной карточке, для помощи на русском языке.

Para sa tulong sa Tagalog, tumawag sa numero ng serbisyo sa customer na nasa inyong ID card.

Για βοήθεια στα ελληνικά, καλέστε το τμήμα εξυπηρέτησης πελατών στον αριθμό που αναφέρεται στην ταυτότητά σας.

Për ndihmë në gjuhën shqipe, merrni në telefon shërbimin klientor në numrin e renditur në kartën tuaj të identitetit.