

# APPLICATION FOR GROUP HEALTH INSURANCE GROUP AND INDIVIDUAL DIVISION

## BLUE CROSS® AND BLUE SHIELD® OF SOUTH CAROLINA

An Independent Licensee of the Blue Cross and Blue Shield Association, an Association of Independent Blue Cross and Blue Shield Plans.

### COLUMBIA, SOUTH CAROLINA

www.SouthCarolinaBlues.com

Application is hereby made for group health insurance for the eligible Employees and Dependents or Members of the Group (herein referred to as the Applicant.) \_\_\_\_\_ (Product Name(s)).

**Name of Applicant:** \_\_\_\_\_  
(Company's correct legal name.)

**Address of Applicant:** \_\_\_\_\_  
(Physical)  
\_\_\_\_\_

Upon approval, the Effective Date of the Contract under this application shall be 12:01 a.m., standard time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and such coverage will continue until terminated in accordance with the provisions of the Contract between the Applicant and Blue Cross and Blue Shield of South Carolina.

**Classification of Eligible Employees:** All full-time, active Employees working at least 30 hours a week at least 48 weeks a year for the Applicant. To be considered Actively-at-work, the Employee must: 1) have begun work and not be absent from work because of leave of absence or temporary lay-off, unless the absence is due to a Health Status-related Factor other than substance abuse or chemical dependency; and 2) be performing the normal duties of his or her occupation at one of the Employer's normal places of business or at a location to which the Employee must travel to do his or her job.

**Periods of Continuous Employment as Prerequisite to Eligibility:** Coverage for new Employees hired following the Effective Date of the contract will begin:  on the first monthly Effective Date following \_\_\_\_\_ days of employment  
 on the first day following \_\_\_\_\_ days of employment

#### **PARTICIPATION Requirements:**

1. When the Employer pays 100% of the single coverage premium, all eligible Employees must enroll with at least single coverage.
2. When the Employer pays less than 100% of the single coverage premium:

#### **Employee may elect not to receive coverage:**

The number of Employees not electing coverage is determined by group size:

<b>Total Full-time Eligible Employees</b>	<b>Allowed Number of Employee(s) Not Electing Coverage</b>
Less than 4	None
4 to 7	1
8 to 11	3
12 to 14	4
More than 15	Minimum of 60% of total full-time must enroll.

**Effective Date:** The date the coverage goes into effect.

**Enrollment Date:** The date of enrollment in the group health plan or the first day of the Waiting Period for the enrollment, whichever is earlier.

**Late Enrollee:** An eligible Employee or Dependent who enrolls under this Contract other than during:

1. The first period in which the Employee or Dependent is eligible to enroll under the plan if the initial enrollment period is a period of at least 30 days; or
2. A Special Enrollment period.

Late Enrollees will be excluded from coverage for 12 months then have a six-month Pre-existing Condition Limitation.

**Special Enrollment:** If the Employee is eligible and not already enrolled, or if a Dependent is eligible and not already enrolled, the Corporation will allow the Employee or Dependent to enroll if either 1 or 2 below is met:

1. Each of the following must be met:
  - a. The Employee or Dependent was covered under a Group Health Plan or had Health Insurance Coverage at the time coverage was previously offered to the Employee or Dependent; and
  - b. The Employee stated in writing at the time that coverage under a Group Health Plan or Health Insurance Coverage was the reason for declining enrollment, but only if the plan sponsor or issuer, if applicable, required such a statement at the time. The plan sponsor or issuer must have given the Employee a notice of the requirement and the consequences of the requirement at the time; and
  - c. The Employee's or Dependent's coverage described in paragraph a above:
    - i. Was under a COBRA or state continuation provision and the coverage under the provision was exhausted; or
    - ii. Was not under a continuation provision and either the coverage was terminated as a result of loss of eligibility for the coverage or employer contribution toward the coverage stopped. Reasons for a loss of eligibility might include legal separation, divorce, death, termination of employment or reduction in the number of hours of employment;
    - iii. Was one of multiple health insurance plans offered by an employer and the employee elects a different plan during an open enrollment period.
  - d. The Employee requests the enrollment not later than 31 days after the date prior coverage ended due to loss of eligibility or Employer contribution stopped as described above.
2.
  - a. The Employee or Dependent is covered under a Medicaid plan or under a State Children's Health Insurance Program (S-CHIP) and coverage of the Employee or Dependent under such plan is terminated due to loss of eligibility for such coverage and the Employee requests coverage under the Group Health Plan not later than 60 days after the termination date of such coverage; or
  - b. The Employee or Dependent becomes eligible for assistance, with respect to coverage under the Group Health Plan under such Medicaid plan or State Children's Health Insurance Program (S-CHIP), if the Employee requests coverage under the Group Health Plan not later than 60 days after the date the Employee or Dependent is determined to be eligible for such assistance.

If the Employee is eligible under the plan but is not enrolled, and he or she marries, the Employee and the new spouse may enroll in the plan if enrollment is requested within 31 days of the marriage.

If the Employee is eligible under the plan but not enrolled and the Employee or Employee's spouse has a child or a child is placed with the Employee or Employee's spouse for adoption, the new Dependent(s) may receive coverage under the plan. At the time of birth, adoption or placement for adoption, the Employee and Employee's spouse may also receive coverage. However, the Employee and Employee's spouse may be subject to the Pre-existing Condition Limitation period up to 12 months. Coverage must be requested within 31 days of the child's birth, adoption or placement for adoption.

Special Enrollees other than a newborn, adopted child or child placed for adoption may be subject to the Pre-existing Condition Limitation period up to 12 months.

#### **PRE-EXISTING CONDITION LIMITATIONS**

Any services or charges for services for Pre-existing Conditions are not covered under this Contract when the treatment relates to a physical or mental condition for which medical advice, diagnosis, care or treatment was recommended or received within the six-month period prior to the Enrollment Date.

The Pre-existing Condition Exclusion period ends at the earliest of:

- a. The date on which the member has not received medical care, treatment or supplies for the Pre-existing Condition for 12 months and that period of 12 months ends on or after the Effective Date of coverage; or
- b. 12 months after the Enrollment Date. In the case of a Late Enrollee, 18 months after the date the Member completes the application for coverage (See Late Enrollee).

Creditable Coverage, which is calculated on a day-by-day basis, can reduce or eliminate the Pre-existing Condition Exclusion.

A period of Creditable Coverage does not count if there is at least a 63-day period where the Employee or eligible Dependent was not covered under any Creditable Coverage.

Any period that an Employee or Dependent is in a Waiting Period under a Group Health Plan may not be taken into account in determining the 63-day period.

The Corporation shall count a period of Creditable Coverage without regard to the specific health benefits covered during the period.

The Pre-existing Condition Limitations do not apply to Maternity Services or to Genetic Information in the absence of a diagnosis of the condition related to the information.

The Pre-existing Condition Limitations do not apply to a newborn child, a child who is adopted or placed with the Employee or Employee’s spouse for the purpose of adoption before he or she reaches 18 years of age if the Employee applied for coverage and the premium was paid within 31 days from the birth, adoption or placement for adoption. If, however, the Employee or Dependent does not have Creditable Coverage after the end of the first 63-day period, the above newborn and adopted provisions do not apply.

If an Employee has single coverage and adds Dependents, the Pre-existing Condition Limitations apply to any Dependents as of the Effective Date of the upgraded coverage unless there is Creditable Coverage.

**Creditable Coverage:** Benefits or coverage provided under:

1. A group health plan;
2. Health Insurance Coverage;
3. Medicare Part A or B;
4. Medicaid, other than coverage having only benefits under Section 1928;
5. Military, TRICARE or CHAMPUS;
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefits risk pool, including the South Carolina Health Insurance Pool (SCHIP);
8. The Federal Employees Health Benefits Plan (FEHBP);
9. A public health plan, as defined in regulation;
10. A health benefit plan of the Peace Corps;
11. Short Term Health; or
12. A State Children’s Health Insurance Program (S-CHIP).

This term does not include coverage for Excepted Benefits. Excepted Benefits is defined in the Contract.

The Corporation will count a period of Creditable Coverage without regard to specific health benefits covered during the period.

The period of any Pre-existing Condition exclusion is reduced or eliminated by the total periods of Creditable Coverage listed above.

It is understood and agreed that the Applicant shall pay Blue Cross and Blue Shield of South Carolina, in advance, the premiums specified in Schedule A of the Master Contract on behalf of the Applicant’s Employees who meet the eligibility requirements as specified in this application and that this application when received by the Applicant, shall form a part of the Contract between Blue Cross and Blue Shield of South Carolina and the Applicant. Coverage is not effective unless and until approved by the Underwriting department at Blue Cross and Blue Shield of South Carolina’s home office. The Applicant further understands and agrees that the premiums for the group policy must be paid by the policyholder from the policyholder’s funds or from funds contributed by the insured persons, or from both.

The Applicant hereby expressly acknowledges its understanding that this application constitutes a Contract solely between the Applicant and the Corporation. The Corporation is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans. The “Association” permits the Corporation to use the Blue Cross and Blue Shield service marks in the State of South Carolina, and that the Corporation is not contracting as the agent of the Association.

The Applicant further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than the Corporation and that no person, entity or organization other than the Corporation shall be held accountable or liable to the Applicant for any of the Corporation’s obligations to the Applicant created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of the Corporation other than those obligations created under other provisions of this Contract.

Dated at (City) \_\_\_\_\_, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant (Company’s Name)

**BLUE CROSS AND BLUE SHIELD  
OF SOUTH CAROLINA**

By: \_\_\_\_\_  
(Authorized Signature)

By:   
\_\_\_\_\_  
(Authorized Signature)