

## California Association of REALTORS® 2009 Anthem Blue Cross of California Medical Plans Benefit Summary (1)

**Benefits shown are for Preferred Providers ONLY. Benefits shown are always based on the Blue Cross negotiated fee. Benefits for Non Preferred Providers are significantly reduced.**

<b>HSA Compatible - High Deductible Health Plans</b>		
Benefit Description	PPO 2400 High Deductible	Lumenos 3500 80/50
	<b>Anthem Blue Cross will discontinue the PPO 2400 plan effective 6/1/10. Participating C.A.R. members have the option to change to any of the C.A.R. Health Plans during the Fall 2009 or Spring 2010 Open Enrollment. If you do not make a new plan selection by June 1st 2010, you will automatically be transferred to the Lumenos \$3500 HSA Qualified plan as of 6/1/10.</b>	
<b>Calendar Year Deductible</b>	\$2400 per person, \$4800 per family <b>aggregate</b>	\$3500 per person, \$7000 per family <b>aggregate</b>
<b>Lifetime Maximum Benefit</b>	\$5 million	\$5 million
<b>Annual Out of Pocket Maximum</b>	\$3600/member; \$5500/family <b>aggregate</b>	\$5000/member; \$10000/family <b>aggregate</b>
<b>ALL BENEFITS LISTED ARE AFTER ANNUAL DEDUCTIBLE UNLESS OTHERWISE NOTED</b>		
<b>Office Visits</b>	\$35 Copay	20% of negotiated fee
<b>Other Professional Services</b> including diagnostic lab & X ray	20% of negotiated fee	20% of negotiated fee
<b>Hospital Inpatient Facility Services</b> Preservice Review required	20% of negotiated fee	20% of negotiated fee
<b>Hospital Inpatient Professional Services</b> (lab, physician, anesthesia)	20% of negotiated fee	20% of negotiated fee
<b>Outpatient Facility Services</b> Preservice Review required for certain surgical services and diagnostic procedures	20% of negotiated fee	20% of negotiated fee
<b>Prescription Drugs</b>	<b>Subject to <i>Medical</i> Plan Deductible</b>	<b>Subject to <i>Medical</i> Plan Deductible</b>
Rx Deductible		
Prescription Benefits	Generic: \$10/Rx after deductible Brand: \$25/Rx after deductible	Generic: \$10/Rx after deductible Brand: \$30/Rx after deductible Non-Formulary Brand: \$50/Rx after deductible
Self Injectables	30%/Rx	30%/Rx
<b>ANNUAL PREVENTIVE CARE</b>		
Physical Exam (Not subject to deductible, if applicable)	\$25 or \$75 Copay for Health Check Screening <b>OR</b> \$35 + 20% of negotiated fee for annual physical exam and related covered services up to \$100 (or \$200 if covered 6 mos.)	No Charge for nationally recommended preventive services - no deductible applies
<b>Limited Benefits Apply</b>		
<b>Emergency Care</b>	\$100 Copay + 20% of negotiated fee after deductible	20% of negotiated fee
<b>Ambulance</b>	20% of negotiated fee	20% of negotiated fee
<b>Skilled Nursing Facility</b> (up to 100 days/calendar year)	20% of negotiated fee	20% of negotiated fee
<b>Home Health Care</b> (up to 100 days/calendar year)	20% of negotiated fee	20% of negotiated fee
<b>Physical/Occupational Therapy/Chiropractic Care</b>	20% of negotiated fee <b>Up to 12 visits/calendar year</b>	20% of negotiated fee <b>Up to 24 visits per calendar year</b>
<b>Mental Health Outpatient Professional Services (Non Severe)</b> (up to 20 visits per calendar year)	100% of charges in excess of \$25 per visit	100% of charges in excess of \$25 per visit

**(1) This document is a summary of benefits only. Refer to contract for a detailed explanation of plan benefits, features, exclusions and limitations. Benefits valid for plan year 6/1/09 to 5/31/10 and subject to change without notice. For a detailed listing of plan benefits and a copy of the Evidence of Coverage please visit: [www.Realcare.biz/eoc](http://www.Realcare.biz/eoc)**

The Small Group Saver HMO, Premier \$20 Copay and PPO \$30 Copay plans are offered by Anthem Blue Cross. The Small Group PPO35 GenRx, PPO 2400 (HSA Compatible) and Lumenos \$3500 80/50 plans are offered by Anthem Blue Cross Life & Health Insurance Company. Anthem Blue Cross is the trade name of Blue Cross of California. Independent licensees of the Blue Cross Association.

# C.A.R. Insurance Program

**Note:** This plan will be discontinued effective 6/1/10.

The new Lumenos 3500 HSA plan will replace the PPO 2400 effective 6/1/10.

Summary of Features



DOLLARS & SENSE

## Small Group Employee Elect PPO 2400 (HSA-Compatible\*) Plan

Helping you stay healthy all year long

\*Health Savings Account Compatible Plan

MCASB2189CEN (2/08)

## Small Group PPO 2400 (HSA-Compatible) Plan

All amounts listed are the member's responsibility to pay after deductible(s), unless otherwise noted. In-network negotiated fees can result in 30 to 40% savings compared to providers' usual fees.

CORE FEATURES	IN-NETWORK Receive Negotiated Savings	OUT-OF-NETWORK Pay Higher Costs
<b>Annual Deductible</b> Medical/pharmacy combined; applies to the Annual Out-of-Pocket Maximum	Single member: <b>\$2,400</b> Family: <b>\$4,800</b> aggregate <sup>1</sup>	
<b>Maximum Lifetime Covered Charges Paid by Anthem Blue Cross</b>	\$5,000,000	
<b>Annual Out-of-Pocket Maximum</b> Medical/pharmacy combined (certain member payments do not apply <sup>2</sup> )	Single member: <b>\$3,600</b> Family: <b>\$5,500</b> aggregate <sup>3</sup>	
<b>Office Visits</b>	\$35 copay after annual deductible	50% of negotiated fee, plus 100% of excess charges after annual deductible
<b>Other Professional Services</b> Includes maternity, diagnostic lab and X-rays	20% of negotiated fee after annual deductible	50% of negotiated fee, plus 100% of excess charges after annual deductible
<b>Hospital Inpatient Facility Services</b> Pre-service Review required	20% of negotiated fee after annual deductible	All charges in excess of \$650 per day after annual deductible
<b>Hospital Inpatient Professional Services</b> (lab, physician, anesthesia)	20% of negotiated fee after annual deductible	50% of negotiated fee, plus 100% of excess charges after annual deductible
<b>Outpatient Facility Services</b> Pre-service Review required for certain surgical services and diagnostic procedures	20% of negotiated fee after annual deductible	All charges in excess of \$380 per day after annual deductible
<b>Ambulatory Surgical Centers and Dialysis Centers</b> Pre-service Review required	20% of negotiated fee after annual deductible	All charges in excess of \$380 per day after annual deductible
<b>Prescription Drugs<sup>3</sup></b> Member payments apply to combined medical/pharmacy annual deductible (30-day supply for retail; 60-day supply available through mail-order) amounts shown apply to each 30-day supply	Generic: <b>\$10</b> copay Brand-name: <b>\$25</b> copay Self-injectable (except insulin): <b>30%</b> of negotiated fee	50% of drug limited fee schedule plus 100% of excess charges if filled within California
<b>Annual Preventive Care Options (not subject to deductible):</b> each family member, ages 7-adult, may choose annually between a physical exam or a HealthyCheck screening		
<b>Physical Exam</b> Maximum Anthem Blue Cross payment \$200 for members covered more than 6 months/\$100 if less; in-network and out-of-network combined	\$35 for office charge; 20% of negotiated fee for related covered services; plus any negotiated fee amount in excess of the Anthem Blue Cross payment.	50% of negotiated fee for office visit charge; 50% of negotiated fee for related covered services; plus any amount in excess of the Anthem Blue Cross payment.
<b>OR</b>		
<b>HealthyCheck<sup>SM</sup> Screening</b> Includes certain lab tests, immunizations and health education information	\$25 or \$75 copay screening options	Not available

<sup>1</sup> Per family amount is aggregate, i.e., when one or more family member's eligible covered expenses (combined) meet this amount, the requirement is satisfied for all covered family members

<sup>2</sup> Services that do not apply to the annual out-of-pocket maximum include, but are not limited to: copay paid for acupuncture/acupressure when performed by an out-of-network provider; copay paid for mental or nervous disorders and substance abuse (except for treatment of severe mental illness and serious emotional disturbances of a child) when performed by an out-of-network provider; \$500 copay for infertility services out-of-network; copay for not obtaining pre-service review and non-covered services.

<sup>3</sup> Infertility Drugs: Infertility drug lifetime maximum Anthem Blue Cross payment is \$1,500 in-network and out-of-network combined. All drugs: if a member selects a formulary brand-name drug when a generic-equivalent drug is available and the physician does not write a "dispense as written" or "do not substitute" prescription, the member will be responsible for the brand-name copay plus the difference between the brand-name drug and the generic-equivalent drug. For information about non-formulary drugs, please refer to the Certificate.

Working together...the health plan provides comprehensive coverage after the deductible is met...and the deductible applies to the annual out-of-pocket maximum. Tax deductible contributions to the HSA (and tax-free interest) can be used to pay for qualified medical expenses not covered by the health plan.

This is an overview of coverage. A comprehensive description of coverage, benefits and limitations is contained in the Certificate. Review the Exclusions and Limitations prior to applying for coverage.

ADDITIONAL FEATURES	IN-NETWORK Receive Negotiated Savings	OUT-OF-NETWORK Pay Higher Costs
<b>Well-Baby Immunizations and Adult Screening Tests</b> (the deductible is waived for office visit charge only) <b>Children through age 6</b> Regular check-ups and immunizations <b>Ages 7-Adult</b> Includes annual Pap, breast exam and mammogram for women and Prostate Specific Antigen study for men	<b>\$35</b> office visit copay (not subject to deductible) plus <b>20%</b> of negotiated fee for all other covered services after annual deductible	<b>50%</b> of negotiated fee, plus <b>100%</b> of excess charges
<b>Emergency Care</b> <b>\$100</b> Emergency Room copay for each visit - waived if admitted	<b>20%</b> of negotiated fee after annual deductible	<b>20%</b> of customary and reasonable charges plus <b>100%</b> of excess charges after annual deductible
<b>Ambulance</b>	<b>20%</b> of negotiated fee after annual deductible	<b>20%</b> of customary and reasonable charges plus <b>100%</b> of excess charges after annual deductible (in a medical emergency)
<b>Skilled Nursing Facility</b> 100 days per year, in-network and out-of-network combined; Pre-service Review required	<b>20%</b> of negotiated fee after annual deductible	All charges in excess of \$150 per day after annual deductible
<b>Home Health Care</b> 100 four-hour visits per year, in-network and out-of-network combined; Pre-service Review required	<b>20%</b> of negotiated fee after annual deductible	All charges in excess of \$75 per visit after annual deductible
<b>Physical/Occupational Therapy, Chiropractic Care</b> 12 visits per year, in-network and out-of-network combined	<b>20%</b> of negotiated fee after annual deductible	All charges in excess of \$25 per visit after annual deductible
<b>Acupuncture/Acupressure</b> 24 visits per year, in-network and out-of-network combined; in-network member payments apply to out-of-pocket maximum	All of the negotiated fee in excess of \$25 per visit after annual deductible	All charges in excess of \$25 per visit after annual deductible
<b>Mental Health/Inpatient*</b> Includes chemical dependency, 30 days per year, in-network and out-of-network combined; in-network member payments apply to out-of-pocket maximum; Pre-service Review required	All of the negotiated fee in excess of \$175 per day after annual deductible	All charges in excess of \$175 per day after annual deductible
<b>Mental Health/Outpatient Professional Services*</b> Includes chemical dependency. One visit per day, 20 visits per year, in-network and out-of-network combined; in-network member payments apply to out-of-pocket maximum	All of the negotiated fee in excess of \$25 per visit after annual deductible	All charges in excess of \$25 per visit after annual deductible
<b>Infusion Therapy</b> Includes chemotherapy Pre-service Review required	<b>20%</b> of negotiated fee after annual deductible	All charges in excess of \$50 per day (except for drugs); all charges in excess of average wholesale price for drugs; all charges in excess of combined maximum Anthem Blue Cross payment of \$500 per day; after annual deductible
<b>Infertility Services</b> Maximum lifetime Anthem Blue Cross payment \$2,000, in-network and out-of-network combined	<b>\$500</b> copay plus <b>20%</b> of the balance of negotiated fee after annual deductible	<b>\$500</b> copay plus <b>50%</b> of the balance of negotiated fee, plus <b>100%</b> of excess charges after annual deductible

\* Except for coverage of severe mental illness and serious emotional disturbances of a child.

## C.A.R. Insurance Program

## Exclusions and Limitations

Following is an abbreviated list of exclusions and limitations; please see the Certificate for comprehensive details.

- Any amounts in excess of maximums stated in the Certificate.
- Services or supplies that are not medically necessary.
- Services received before your effective date.
- Services received after your coverage ends.
- Any conditions for which benefits can be recovered under any workers' compensation law or similar law.
- Services you receive for which you are not legally obligated to pay.
- Services for which no charge is made to you in the absence of insurance coverage.
- Services not listed as covered in the Certificate.
- Services from relatives.
- Vision care except as specifically stated in the Certificate.
- Eye surgery performed solely for the purpose of correcting refractive defects.
- Hearing aids and routine hearing tests except as specifically stated in the Certificate.
- Sex changes.
- Dental and orthodontic services except as specifically stated in the Certificate.
- Cosmetic surgery.
- Routine physical examinations except as specifically stated in the Certificate.
- Treatment of mental or nervous disorders and substance abuse (including nicotine use) or psychological testing, except as specifically stated in the Certificate.
- Custodial care.
- Experimental or investigational services.
- Services provided by a local, state or federal government agency, unless you have to pay for them.
- Diagnostic admissions.
- Telephone or facsimile machine consultations.
- Personal comfort items.
- Nutritional counseling.
- Health club memberships.
- Any services to the extent you are entitled to receive Medicare benefits for those services without payment of additional premium for Medicare coverage.
- Food or dietary supplements, except for formulas and special food products to prevent complications of phenylketonuria (PKU).
- Genetic testing for non-medical reasons or when there is no medical indication or no family history of genetic abnormality.
- Outdoor treatment programs.
- Replacement of prosthetics and durable medical equipment when lost or stolen.
- Any services or supplies provided to any person not covered under the Agreement in connection with a surrogate pregnancy.
- Immunizations for travel outside the United States.
- Services or supplies related to a pre-existing condition.
- Educational services except as specifically provided or arranged by Anthem Blue Cross.
- Infertility services (including sterilization reversal) except as specifically stated in the Certificate.
- Care or treatment provided in a non-contracting hospital.
- Private duty nursing except as specifically stated in the Certificate.
- Services primarily for weight reduction except medically necessary treatment of morbid obesity.
- Outpatient drugs, medications or other substances dispensed or administered in any outpatient setting.
- Contraceptive devices unless your physician determines that oral contraceptive drugs are not medically appropriate.

## General Provisions

### Member Privacy

Our complete **Notice of Privacy Practices** provides a comprehensive overview of the policies and practices we enforce to preserve our members' privacy rights and control use of their health care information, including: the right to authorize release of information; the right to limit access to medical information; protection of oral, written

and electronic information; use of data; and information shared with employers. This notice can be downloaded from our website at [anthem.com/ca](http://anthem.com/ca) or obtained by calling Small Group Customer Service at 800-627-8797.

### Utilization Review

The Anthem Blue Cross Utilization Review Program helps members receive coverage for appropriate treatment in the appropriate setting. Four review processes are included: 1) Pre-service Review assesses medical necessity before services are provided; 2) Admission Review determines at the time of admission if the stay or surgery is Medically Necessary in the event Pre-service Review is not conducted; 3) Continued Stay Review determines if a continued stay is Medically Necessary; 4) Retrospective Review determines if the stay or surgery was Medically Necessary after care has been provided if none of the first three reviews were performed. Utilization Review is not the practice of medicine or the provision of medical care to you. Only your doctor can provide you with medical advice and medical care.

### Grievances

All complaints and disputes relating to a member's coverage must be resolved in accordance with Anthem Blue Cross' grievance procedure. You can report your grievance by phone or in writing; see your Anthem Blue Cross ID card for the appropriate contact information. All grievances received by Anthem Blue Cross that cannot be resolved by phone (when appropriate) to the mutual satisfaction of the member and Anthem Blue Cross will be acknowledged in writing, together with a description of how Anthem Blue Cross proposes to resolve the grievance. Grievances that cannot be resolved by these procedures shall be resolved as indicated through binding arbitration, or if the plan you are covered under is subject to the Employee Retirement Income Security Act of 1974 (ERISA), in compliance with ERISA rules. If the group is subject to ERISA, and a member disagrees with Anthem Blue Cross' proposed resolution of a grievance, the member may submit an appeal by phone or in writing, by contacting the phone number or address printed on the letterhead of the Anthem Blue Cross response letter.

## C.A.R. Insurance Program

For the purposes of ERISA, there is one level of appeal. For urgent care requests for benefits, Anthem Blue Cross will respond within 72 hours from the date the appeal is received. For pre-service requests for benefits, the member will receive a response within 30 calendar days from the date the appeal is received. For post-service claims, Anthem Blue Cross will respond within 60 calendar days from the date the appeal is received.

If the member disagrees with Anthem Blue Cross' decision on the appeal, the member may elect to have the dispute settled through alternative resolution options, such as voluntary binding arbitration.

### Department of Insurance

Overseeing the industry and protecting the state's insurance consumers is the responsibility of the California Department of Insurance (CDI). The CDI regulates, investigates and audits insurance business to ensure that companies remain solvent and meet their obligations to insurance policyholders. If you have a problem regarding your coverage, please contact Anthem Blue Cross first to resolve the issue. If contacts between you (the complainant) and Anthem Blue Cross (the insurer) have failed to produce a satisfactory solution to the problem, you may wish to contact the CDI. They can be reached by writing to the CDI Consumer Affairs Bureau 300 South Spring St. - South Tower, Los Angeles, CA 90013. The CDI also has a toll free phone number 800-927-HELP (4357) that you may call for assistance.

### Binding Arbitration

If the plan is subject to ERISA, any dispute involving an adverse benefit decision must be resolved under ERISA claims procedure rules, and is not subject to mandatory binding arbitration. Members may pursue voluntary binding arbitration after they have completed an appeal under ERISA rules. If the member has another dispute that does not involve an adverse benefit decision, or if the group does not provide a plan that is subject to ERISA, the following provisions apply: any and all disputes between the employer and/or the member and Anthem Blue Cross, including but not limited to claims of medical malpractice, must be resolved by binding arbitration (not by lawsuit or trial by

court or jury or other court process, except as California's law provides for judicial review of arbitration proceedings), if the amount in dispute exceeds the jurisdictional limit of the Small Claims Court. Under this coverage, both the member and Anthem Blue Cross are giving up the right to participate in class arbitration or have any dispute decided by a court or jury trial.

### Medicare

Under TEFRA/DEFRA, Medicare is the primary coverage for groups of less than 20 employees. Anthem Blue Cross coverage is considered primary coverage for groups of 20 or more employees. This Anthem Blue Cross coverage is not a supplement to Medicare, but provides benefits according to the non-duplication of Medicare clause.

If Medicare is a member's primary health plan, Anthem Blue Cross will not provide benefits that duplicate any benefits you are entitled to receive under Medicare. This means that when Medicare is the primary health coverage, benefits are provided in accordance with the benefits of the plan, less any amount paid by Medicare. If you are entitled to Part A and B of Medicare, you will be eligible for non-duplicate Medicare coverage, with supplemental coordination of benefits. However, if you are required to pay the Social Security Administration an additional premium for any part of Medicare, then the above policy will only apply if you are enrolled in that part of Medicare. Note: Medicare-eligible employees/dependents enrolled in plans where Medicare is primary may obtain an Individual Anthem Blue Cross Medicare Supplement plan with the pre-existing condition exclusion waived.

### Coordination of Benefits

The benefits of a member's plan may be reduced if the member has other group health, dental, drug or vision coverage, so that benefits and services the member receives from all group coverages do not exceed 100 percent of the covered expense.

### Third-Party Liability

If a member is injured, the responsible party may be legally obligated to pay for medical expenses related to that injury. Anthem Blue Cross may recover benefits paid for

medical expenses if the member recovers damages from a legally liable third-party. Examples of third-party liability situations include car accidents and work-related injuries.

### Voiding Coverage for False and Misleading Information

False or misleading information or failure to submit any required enrollment materials may form the basis for voiding coverage from the date a plan was issued or retroactively adjusting the premium to what it would have been if the correct information had been furnished. No benefits will be paid for any claim submitted if coverage is made void. Premiums already paid for the time period for which coverage was rescinded will be refunded, minus any claims paid.

### Incurred Medical Care Ratio

As required by law, we are advising you that Anthem Blue Cross and its affiliated companies' incurred medical care ratio for 2007 was 80.43 percent. This ratio was calculated after provider discounts were applied.

A High Deductible Health Plan (HDHP) is not a Health Savings Account (HSA). An HSA, which must be established for tax advantages, is a separate arrangement between an individual and a qualified financial institution. Consultation with a tax advisor is recommended.