

BlueChoice

Certificate of Coverage
Domestic Partner Coverage
Endorsement



ENDORSEMENT: DOMESTIC PARTNER COVERAGE

This Endorsement is to be attached to and made a part of the current Blue Cross and Blue Shield of Florida, Inc. (herein "BCBSF") Certificate of Coverage and any Endorsements attached thereto. The Certificate of Coverage is amended as described below to provide coverage for a Domestic Partner of a Certificateholder (employee only) and, if applicable, the dependent child(ren) of a Domestic Partner.

GLOSSARY OF TERMS

Domestic Partner means a person of the same or opposite sex with whom the Certificateholder (employee only) has established a Domestic Partnership.

Domestic Partnership means a relationship between a Certificateholder (employee only) and one other person of the same or opposite sex who meet at a minimum, the following eligibility requirements:

1. both individuals are each other's sole Domestic Partner and intend to remain so indefinitely;
 2. individuals are not related by blood to a degree of closeness (e.g., siblings) that would prohibit legal marriage in the state in which they legally reside;
 3. both individuals are unmarried, at least 18 years of age, and are mentally competent to consent to the Domestic Partnership;
 4. both individuals are financially interdependent and have resided together continuously in the same residence for at least 12 months prior to applying for coverage under the Certificate of Coverage and intend to continue to reside together indefinitely;
 5. the Certificateholder has submitted to the Group acceptable proof of evidence of common residence and joint financial responsibility; and
 6. the Certificateholder has completed and submitted any required forms to the Group and the Group has determined the Domestic Partnership eligibility requirements have been met.
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ELIGIBILITY FOR COVERAGE

Domestic Partner and Dependent Child(ren) of Domestic Partners Eligibility

The following individuals are eligible to apply for coverage under the Certificate of Coverage:

1. the Certificateholder's (employee only) present Domestic Partner;
2. the Covered Domestic Partner's dependent child(ren), who is under the limiting age, who meets all of the following eligibility requirements, and the eligibility requirements under the Certificate of Coverage:
 - a. resides regularly with the Certificateholder and the Domestic Partner, or the Domestic Partner is required to provide coverage for the child(ren) by court order; or

- b. the child(ren) qualifies as the Domestic Partner's dependent(s) for tax purposes under the federal guidelines; and
 - c. the child(ren) meets and continues to meet the eligibility requirements as outlined in the Eligibility Requirements for Dependent(s) subsection of the Certificate of Coverage.
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Domestic Partner Enrollment Forms/ Electing Coverage

When an Eligible Employee is making application for coverage for his/her Domestic Partner and the Domestic Partner's dependent child(ren), the Eligible Employee must complete and submit through the Group any required Enrollment Forms. When an Eligible Employee is electing coverage for his/her self and his/her Domestic Partner, and Employee/Spouse Coverage is available under the Group's program, Employee/Spouse Coverage is redefined as Employee/Domestic Partner Coverage.

Representations on the Enrollment Forms and any Required Forms

BCBSF relies on the information provided by the Group with respect to a specific Domestic Partnership and on the information individuals applying for coverage under the Certificate of Coverage provide on any required Enrollment Forms to determine whether to issue this Endorsement; to determine the appropriate Rate and financing method, if applicable, and to determine whether an individual is eligible for and entitled to coverage under the Certificate of Coverage. All such information must be accurate, truthful, and complete, however, statements made on the Enrollment Forms and any required forms are representations and not warranties.

Any misrepresentation, omission, concealment of facts, or any incorrect statement, on any forms required for Domestic Partnership may result, in addition to any other legal right BCBSF may have, in denial of a claim, cancellation or rescission of an individual's coverage under the Certificate of Coverage, if such misrepresentation, omission, concealment of facts, or incorrect statement is:

1. fraudulent;
 2. material to BCBSF's decision to issue this Endorsement;
 3. material to BCBSF's decision to issue the Group Master Policy to the Group for the Rate charged or with the finance method utilized; or
 4. material to BCBSF's decision to provide coverage under the Certificate of Coverage for any individual.
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Domestic Partner and Domestic Partner's Dependent Child(ren) Enrollment Periods

An Eligible Employee may make application for an eligible Domestic Partner and the Domestic Partner's dependent child(ren) during the following enrollment periods and as outlined in the Certificate of Coverage:

1. employee's Initial Enrollment Period;
 2. Annual Open Enrollment Period;
 3. Special Enrollment Period; or
 4. within the 30-day period immediately following the satisfaction of the eligibility requirements of the Domestic Partnership.
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Termination of a Domestic Partner's and/or Domestic Partner's Dependent Child(ren)'s Coverage

In addition to the provisions stated in the Termination of a Covered Dependent's Coverage subsection of the Certificate of Coverage, the Covered Domestic Partner's and the Covered Domestic Partner's Covered Dependent child(ren)'s coverage under the Certificate of Coverage will terminate at 12:01 a.m. on the date that the Domestic Partnership terminates or the date of death of the Covered Domestic Partner. The Certificateholder must notify the Group within 10 days of when Domestic Partnership eligibility requirements are no longer met or within 10 days of the death of the Covered Domestic Partner.

COBRA Continuation of Coverage

Covered Domestic Partners and/or Covered Dependents of Domestic Partners are not entitled to COBRA continuation of coverage, but may be entitled to apply for a BCBSF conversion policy as set forth in the Conversion Privilege section of the Certificate of Coverage.

Group's Responsibilities

The Group is responsible for determining eligibility of the Domestic Partner and for submitting complete and accurate Enrollment Forms to BCBSF on a timely basis. BCBSF reserves the right, however, to audit the Group's eligibility determinations with respect to coverage under the Group Master Policy. The Group and Certificateholder agree to cooperate fully with BCBSF with respect to any such audit and agree to provide BCBSF with information and documentation necessary to verify the existence of a Domestic Partnership as defined herein.

Miscellaneous

The term Eligible Dependent is modified to also include the reference to Domestic Partner when spouse is referenced.

This Endorsement shall not extend, vary, alter, replace, or waive any of the provisions, benefits, exclusions, limitations, or conditions contained in the Certificate of Coverage, other than as specifically stated in the provisions contained in this Endorsement. In the event of any inconsistencies between the provisions contained in this Endorsement and the provisions contained in the Certificate of Coverage, the provisions contained in this Endorsement shall control to the extent necessary to effectuate the intent of Blue Cross and Blue Shield of Florida, Inc. as expressed herein.

Blue Cross and Blue Shield of Florida, Inc.



Robert I. Lufrano M.D.
Chairman of the Board and Chief Executive Officer