

EXTENDED BENEFITS FOR TOTAL DISABILITY & SUCCEEDING CARRIER FOR INPATIENT ADMISSIONS

Policy Number: ADMINISTRATIVE 149.12 T2

Effective Date: December 1, 2019

[Instructions for Use](#) ⓘ

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Related Policy

- [Newborns](#)

APPLICABLE LINES OF BUSINESS/PRODUCTS

This policy applies to Oxford Commercial plan membership, excluding Self-Funded Plans.

Note: While Self-Funded Groups are not required to adopt the guidelines outlined within this policy, they may elect the same or similar guidelines. Check the member specific benefit plan document and any federal or state mandates, if applicable.

PURPOSE

This policy outlines the guidelines for:

- Extended Benefits for total disability
- When a Member changes carriers while confined in an inpatient facility (acute care hospital, substance abuse or mental health facility, physical rehabilitation or skilled nursing facility)

DEFINITIONS

Extended Benefits: A provision that allows medical coverage to continue past the termination date of the policy for covered employees or their covered dependents who are Totally Disabled as of the policy termination date.

Inpatient Stay: Period of time during which a Member is confined in a covered inpatient facility (e.g., acute care hospital, substance abuse or mental health facility, physical rehabilitation or skilled nursing facility).

Prior Carrier: The carrier that provided coverage on the date the Member was admitted.

Succeeding Carrier: The carrier that begins coverage for a new Member and such Member is in an inpatient facility on the date coverage becomes effective for that Member.

Totally Disabled (Excluding New Jersey Small Plans): A subscriber who is prevented because of injury or disease from performing their regular or customary occupational duties and is not engaged in any work or other gainful activity for pay or profit. Pregnancy alone does not warrant privileges under the total disability definition.

Totally Disabled (New Jersey Small Plans): Except as otherwise specified in the Policy, that an Employee who, due to illness or injury, cannot perform any duty of his or her occupation or any occupation for which he or she is, or may be, suited by education, training and experience, and is not, in fact, engaged in any occupation for wage or profit. A Dependent is Totally Disabled if he or she cannot engage in the normal activities of a person in good health and of like age and sex. The Employee or Dependent must be under the care of a Practitioner.

State-by-State Overview of Extended Benefits Requirements

New York Plans

Large and Small Group Contracts
(OHP Based Products and OHP/OHI Based Products)

Extended Benefits coverage will provided for a period of total disability for:

- A Hospital stay commencing, or surgery performed, within 31 days from the date coverage ends. The Hospital stay or surgery must be for the treatment of the injury, sickness, or pregnancy causing the total disability.
- Up to 12 months from the date coverage ends for Covered services to treat the injury, sickness, or pregnancy that caused the total disability, unless these services are covered under another group health plan. Extended Benefits apply:
 - Only to the specific medical condition which caused the total disability (i.e., covered services are limited to those that relate to treatment for the particular injury or sickness that caused the total disability)
 - Only to the specific Member who is Totally Disabled at the time of the policy termination;
 - Only as long as the Member remains Totally Disabled.

Connecticut Plans

All Group Contracts

When group coverage under the group agreement is terminated, the Extended Benefits provision applies as follows:

- Only to the specific medical condition which caused the total disability (i.e., covered services are limited to those that relate to treatment for the particular injury or sickness that caused the total disability);
- Only to the specific Member who is Totally Disabled at the time of the policy termination;
- Only as long as the Member remains Totally Disabled;
- To a maximum period of 12 months from the policy termination date.

New Jersey Plans

All Large and Small Group Contracts

When group coverage under the group Agreement is terminated, the Extended Benefits provision applies. The Extended Benefits provision applies as follows:

- Only to the specific medical condition which caused the total disability(i.e., covered services are limited to those that relate to treatment for the particular injury or sickness that caused the total disability);
- Only to the specific Member who is Totally Disabled at the time of the policy termination;
- Only as long as the Member remains Totally Disabled;
- To a maximum period of 12 months from the policy termination date.

Large Group Contracts
(OHI Based Products)

When group coverage under the group Agreement is terminated, if a Member elects Extended Benefits, he/she must notify Oxford of this election, in writing, within 30 days of his/her loss of coverage. The Extended Benefits provision applies as follows:

- Only to the specific medical condition which caused the total disability(i.e., covered services are limited to those that relate to treatment for the particular injury or sickness that caused the total disability);
- Only to the specific Member who is Totally Disabled at the time of the policy termination;
- Only as long as the Member remains Totally Disabled;
- To a maximum period of 12 months from the policy termination date.

A Totally Disabled New Jersey Employee's Right to Continue Group Health Benefits

All New Jersey Group Contracts

In addition to the above Extended Benefits, employees of New Jersey group plans have a special right called: "A Totally Disabled Employee's Right to Continue Group Health Benefits":

- Where an employee's group coverage terminates because the employee's active employment or membership in an eligible class ends due to total disability, the employee will be entitled to elect to continue his or her group health coverage subject to the following:
 - Employee must have been insured by the group policy for at least three months immediately prior to the date his or her group health benefits ended.
 - Coverage includes dental, vision and prescription drugs, if such benefits are provided under the group policy.
 - Coverage may include (at the employee's option) eligible covered dependents, subject to all of the group policy's terms and conditions.
 - Benefits are not limited to the disabling condition.
 - Coverage is available for any employee or eligible covered dependent who is covered by or eligible for Medicare, subject to any non-duplication of benefits in the group policy.
 - Employee is responsible for providing written notice to the employer that he or she has elected this benefit, together with the first month's premium payment, within 31 days of termination of coverage.
 - Employee is responsible for paying the applicable premium directly to the group.
 - If the employer fails, after the timely receipt of premium payment by the employee, to pay Oxford on behalf of the employee thereby causing the employee's coverage to end, then the employer will be liable for the employee's benefits, to the same extent as, and in place of, Oxford.
- Coverage may continue until the:
 - Employee:
 - Fails to timely pay premiums.
 - Becomes employed and eligible for other group coverage, or in the case of covered dependent, the date such dependent becomes employed and eligible for group coverage.
 - Employer's group coverage terminates, provided that:
 - The employee has the right to be covered under any new group policy for the balance of the period that he or she would have remained covered under the prior group policy;
 - The minimum level of benefits to be provided by the other group policy shall be the applicable level of benefits of the prior group policy, reduced by any benefits payable under that prior group policy; and accrued liability.
 - The prior group policy shall continue to provide benefits to the extent of its accrued liability.
 - With respect to a covered dependent, if the covered dependent no longer meets the eligibility requirements.

*This section sets forth special rights for Totally Disabled employees of New Jersey plans; it is not an "Extended Benefits" provision, although employees who qualify for and elect this coverage must still satisfy the definition of Totally Disabled.

- If a covered employee elects to continue his or her group health coverage under the total disability provision section and elects to continue coverage under either COBRA or State Continuation, the continuations:
 - Start at the same time;
 - Run concurrently; and
 - End independently on their own terms.
- While covered under more than one continuation provision, the employee and his or her covered dependents will not be:
 - Entitled to duplicate benefits; and
 - Subject to the premium requirements of more than one section at the same time.

Extended Benefits – Determination of Disability, Limitations & Termination of Coverage

Determination of Total Disability	<ul style="list-style-type: none"> An Oxford Medical Director must determine if the Member is Totally Disabled based upon the Member's medical and/or claims records. If the Member is determined to be Totally Disabled, the Medical Director will specify the total disability diagnosis. The Member must be under the regular care of a practitioner for the particular illness or condition that caused the total disability. All services rendered during the Extended Benefits period are subject to Oxford's standard policy terms and conditions (e.g., utilization review, pre-certification requirements, Member cost share, referrals, where applicable). The Member and/or new insurance carrier will be responsible for services unrelated to the total disability and Oxford will not be responsible for any claims for services rendered after the Extended Benefits period ends. Continuation of coverage under either COBRA or State Continuation is not available if Extended Benefits have been elected or exhausted. In addition, conversion coverage is not available once Extended Benefits have been elected or exhausted. <p>There is no premium payment due from the Member or group.</p> <p>Exception: Special rights for employees of New Jersey plans. Refer to the A Totally Disabled Employee's Right to Continue Group Health Benefits section of the policy.</p>
Limitations	<p>Oxford will not pay Extended Benefits:</p> <ul style="list-style-type: none"> For any Member who is not Totally Disabled on the date his or her insurance/coverage terminates; For any newborn as the result of a pregnancy for which benefits are being extended; Beyond the extent to which we would have paid benefits under the Certificate if coverage had not ended.
Termination of Coverage	<p>Extended Benefits will end on the earliest of the following:</p> <ul style="list-style-type: none"> The date the Member is no longer Totally Disabled, as determined by an Oxford Medical Director. The date the contractual benefit limit has been reached. Twelve months from the date coverage under the Extended Benefits provision began.

Succeeding Carrier For Inpatient Admission – Member Eligibility and Applicability

All States	<p>All of the states wherein Oxford is licensed to do business require carriers to provide Extended Benefits. It applies to large and small group products.</p> <p>Exception: It does not apply to Self-Funded plans (some of these plans may elect to provide this benefit).</p>
Member Eligibility	<p>In order to be eligible:</p> <ul style="list-style-type: none"> A Member must lose his or her coverage while they were Totally Disabled (either the Agreement ended or their coverage ended); or An employee/subscriber must lose coverage due to their Total Disability (New Jersey Small Groups). The employee must be covered for at least three months prior to the date coverage ends.

Succeeding Carrier For Inpatient Admission – When is Oxford Required to Provide Coverage?

Oxford is the Prior Carrier	<p>If an Oxford Member is in an inpatient facility (Totally Disabled) at the time his or her coverage with us terminates, the remainder of the Inpatient Stay is Oxford's responsibility unless:</p> <ul style="list-style-type: none"> The Member was covered under an Oxford New York insurance product (Classic, Access, Direct, Metro) and there is a Succeeding Carrier. (i.e., Members cannot elect to stay with the Prior Carrier in this instance); Note: The above does not apply to New York HMO products. The Member elects coverage under the Succeeding Carrier; or The Member was covered under one of our Self-Funded plans that does not contain an Extended Benefits provision.
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Succeeding Carrier For Inpatient Admission – When is Oxford Required to Provide Coverage?

Oxford is the Succeeding Carrier	<p>If a Member is in an inpatient facility (Totally Disabled) at the time his/her coverage with Oxford begins, the remainder of the Inpatient Stay is the responsibility of the Prior Carrier unless:</p> <ul style="list-style-type: none"> • In New York, the Prior Carrier is an insurer (not an HMO). Insurance companies are not required to provide Extended Benefits if the Member is covered under a Succeeding Carrier. Please note, this also means that Members cannot elect to stay with the Prior Carrier in this instance; or • The Member has elected to be covered under the Succeeding Carrier. • The Member was covered under a Self-Funded plan that does not have an Extended Benefits provision.
Oxford is the Prior Carrier and there is No Succeeding Carrier	Oxford is still responsible for providing Extended Benefits except when the Member was covered under one of our New York insurance products or a Self-Funded plan without an Extended Benefits provision.
Oxford is Both the Prior Carrier and the Succeeding Carrier	Oxford will follow the same rules as outlined herein. Even though the carrier remains the same, the "plans" are actually different. Therefore, different benefit levels may apply.

Succeeding Carrier for Inpatient Admission – Coverage Limitations and Termination of Coverage

Extent of Coverage

All Products for NY, CT and NJ Large Group	Coverage is limited to Covered Services that are used to treat the disabling condition. No premium is required. Only the Totally Disabled Member is covered under this provision.
NJ Small Provision	Coverage is the same as the group coverage. The Subscriber must elect this coverage and must pay the entire premium. Dependents can be added to the Extended Coverage.

Termination of Coverage

New York Insurance Products	<p>Coverage ends on the date as of which:</p> <ul style="list-style-type: none"> • The Member is no longer defined as Totally Disabled; • The benefit being used has been exhausted; • 12 months have elapsed from the date on which the Extended Benefits began. • The Member is eligible for coverage under another group policy or Medicare where allowed by federal law (groups with fewer than 100 employees).
NJ Large Groups	<p>Coverage ends on the date as of which:</p> <ul style="list-style-type: none"> • The Member is no longer defined as Totally Disabled; • The benefit being used has been exhausted; • 12 months have elapsed from the date on which the Extended Benefits began. • The Member becomes eligible for coverage under Medicare where allowed by federal law (groups with under 100).
NJ Small Provision	<p>Coverage ends on the date as of which:</p> <ul style="list-style-type: none"> • The subscriber ceases to pay the premium; • Coverage for the subscriber's class of employees ends; • The subscriber becomes employed and eligible for or is otherwise covered under another group health plan; or • For a dependent, the subscriber no longer meets the applicable eligibility requirements.
All Other Products for NY and All CT Products	<p>Coverage ends on the date as of which:</p> <ul style="list-style-type: none"> • The Member is no longer defined as Totally Disabled; • The benefit being used has been exhausted; • 12 months have elapsed from the date on which the Extended Benefits began.

REFERENCES

11 NYCRR 52.17.

11 NYCRR 52.18.

C.G.S.A. § 38a-546-6 Continuation of benefits under group health policies.

C.G.S.A. 38a-546.

CT ADC 38a-546-5.

N.J.A.C. 11:2-13.5.

N.J.A.C. 11:2-13.6 Replacement carrier coverage.

N.J.A.C. 8:38-17.4.

N.J.S.A. 17B:26-3.

N.J.S.A. 17B:27-51.12.

POLICY HISTORY/REVISION INFORMATION

Date	Action/Description
12/01/2019	<p>Definitions and Policy</p> <ul style="list-style-type: none"> Removed language specific to New York Individual plans (no longer an active plan option) <p>Supporting Information</p> <ul style="list-style-type: none"> Updated <i>References</i> section to reflect the most current information Archived previous policy version ADMINISTRATIVE 149.11 T2

INSTRUCTIONS FOR USE

The services described in Oxford policies are subject to the terms, conditions and limitations of the member's contract or certificate. Oxford reserves the right, in its sole discretion, to modify policies as necessary without prior written notice unless otherwise required by Oxford's administrative procedures or applicable state law. The term Oxford includes Oxford Health Plans, LLC and all of its subsidiaries as appropriate for these policies.

Certain policies may not be applicable to Self-Funded members and certain insured products. Refer to the member specific benefit plan document or Certificate of Coverage to determine whether coverage is provided or if there are any exclusions or benefit limitations applicable to any of these policies. If there is a difference between any policy and the member specific benefit plan document or Certificate of Coverage, the member specific benefit plan document or Certificate of Coverage will govern.