

# Domestic Partner Coverage Endorsement

This Endorsement is to be attached to and made a part of the current Blue Cross and Blue Shield of Florida, Inc. (herein "BCBSF") Benefit Booklet and any Endorsements attached thereto. The Benefit Booklet is amended as described below to provide coverage for a Domestic Partner of a Covered Employee (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 Covered Employee (employee only) has established a Domestic Partnership.

**Domestic Partnership** means a relationship between a Covered Employee (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 twelve months prior to applying for coverage under the Benefit Booklet and intend to continue to reside together indefinitely;
5. the Covered Employee has submitted to the Group acceptable proof of evidence of common residence and joint financial

responsibility; and

6. the Covered Employee has completed and submitted any required forms to the Group and the Group has determined the Domestic Partnership eligibility requirements have been met.

## Eligibility for Coverage

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

The following individuals are eligible to apply for coverage under the Benefit Booklet:

1. the Covered Employee'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 Benefit Booklet:
  - a. resides regularly with the Covered Employee 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 Benefit Booklet.

## 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**

We rely on the information provided by the Group with respect to a specific Domestic Partnership and on the information individuals applying for coverage under the Benefit Booklet 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 Benefit Booklet. 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 we may have, in denial of a claim, cancellation or rescission of an individual's coverage under the Benefit Booklet, if such misrepresentation, omission, concealment of facts, or incorrect statement is:

1. fraudulent;
2. material to our decision to issue this Endorsement;
3. material to our decision to issue the Group Master Policy to the Group for the rate charged or with the finance method utilized; or
4. material to our decision to provide coverage under the Benefit Booklet for any individual.

### **Domestic Partner 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 Benefit Booklet:

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.

### **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 Benefit Booklet, the Covered Domestic Partner's and the Covered Domestic Partner's Covered Dependent child(ren)'s coverage under the Benefit Booklet 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 Covered Employee 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 one of our conversion policies as set forth in the Conversion Privilege Section of the Benefit Booklet.

## **Group's Responsibilities**

The Group is responsible for determining eligibility of the Domestic Partner and for submitting complete and accurate Enrollment Forms to us on a timely basis. We reserve the right, however, to audit the Group's eligibility determinations with respect to coverage under the Group Master Policy. The Group and Covered Employee agree to cooperate fully with us with respect to any such audit and agree to provide us 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 Benefit Booklet, 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 Benefit Booklet, 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