

Succeeding Carrier for Inpatient Admissions

Policy Number: ADMINISTRATIVE 149.14
Effective Date: December 1, 2023

[Instructions for Use](#)

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Related Policy
None

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 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

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.

Total Disability/Totally Disabled (All Connecticut and New Jersey Large Plans): A Subscriber's inability to perform all of the substantial and material duties of his or her regular employment or occupation; and a Dependent's inability to perform the normal activities of a person of like age and sex.

Total Disability/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.

Total Disability or Totally Disabled (All New York Plans): Your inability to engage in any work or other gainful activity due to injury or disease.

Succeeding Carrier for Inpatient Admission – Member Eligibility and Applicability	
All States	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. Exception: It does not apply to Self-Funded plans (some of these plans may elect to provide this benefit).
Member Eligibility	In order to be eligible: <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	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: <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. <ul style="list-style-type: none"> • 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.
Oxford is the Succeeding Carrier	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: <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.

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

Department of Health and Human Services and the Health Care Financing Administration; Program Memorandum: Insurance Commissioners and Insurance Issues Transmittal No. 00-04.

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	Summary of Changes
12/01/2023	<p>Title Change</p> <ul style="list-style-type: none"> • Previously titled <i>Extended Benefits for Total Disability & Succeeding Carrier for Inpatient Admissions</i> <p>Purpose</p> <ul style="list-style-type: none"> • Removed language indicating this policy outlines the guidelines for extended benefits for total disability

Date	Summary of Changes
	<p>Definitions</p> <ul style="list-style-type: none"> Removed definition of “Extended Benefits” <p>Policy</p> <ul style="list-style-type: none"> Removed language pertaining to extended benefits <p>Supporting Information</p> <ul style="list-style-type: none"> Archived previous policy version ADMINISTRATIVE 149.13 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.