

## SECTION VII

### Ambulance and Pre-Hospital Emergency Medical Services

Please refer to the Schedule of Benefits section of this [Contract; Policy] for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits. Pre-Hospital Emergency Medical Services and ambulance services for the treatment of an Emergency Condition do not require Preauthorization.

*{Drafting Note: HMOs and gatekeeper EPO products may not impose preauthorization requirements on the member for in-network coverage.}*

#### A. Emergency Ambulance Transportation.

**1. Pre-Hospital Emergency Medical Services.** We Cover Pre-Hospital Emergency Medical Services worldwide for the treatment of an Emergency Condition when such services are provided by an ambulance service.

“Pre-Hospital Emergency Medical Services” means the prompt evaluation and treatment of an Emergency Condition and/or non-airborne transportation to a Hospital. The services must be provided by an ambulance service issued a certificate under the New York Public Health Law. We will, however, only Cover transportation to a Hospital provided by such an ambulance service when a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of such transportation to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person’s bodily functions;

- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

An ambulance service licensed under New York Public Health Law Article 30 must hold You harmless and may not charge or seek reimbursement from You for Pre-Hospital Emergency Medical Services except for the collection of any applicable Copayment or Coinsurance. In the absence of negotiated rates, We will pay a Non-Participating Provider the usual and customary charge for Pre-Hospital Emergency Medical Services, which shall not be excessive or unreasonable. The usual and customary charge for Pre-Hospital Emergency Medical Services is the [[lesser of the] FAIR Health rate at the [80]th percentile [or the Provider's billed charges].]

*{Drafting Note: If plans use a source for the usual and customary charge other than FAIR Health, the name of the source should be inserted in the brackets above. Plans should also provide an explanation of how that source is the usual and customary charge, in compliance with Insurance Law §§ 3216(i)(24), 3221(l)(15) and §4303(aa).}*

**2. Emergency Ambulance Transportation.** In addition to Pre-Hospital Emergency Services, We also Cover emergency ambulance transportation worldwide by a licensed ambulance service (either ground water ambulance) to the nearest Hospital where Emergency Services can be performed. This coverage includes emergency ambulance transportation to a Hospital when the originating Facility does not have the ability to treat Your Emergency Condition.

In the absence of negotiated rates, We will pay a Non-Participating Provider licensed under New York Public Health Law Article 30 the usual and customary charge for emergency ambulance transportation, which shall not be excessive or unreasonable. The usual and customary charge for emergency ambulance transportation is the [[lesser of the] FAIR Health

rate at the [80]th percentile calculated using the place of pickup [or the Provider's billed charges].]

{Drafting Note: If plans use a source for the usual and customary charge other than FAIR Health, the name of the source should be inserted in the brackets above. Plans should also provide an explanation of how that source is the usual and customary charge, in compliance with Insurance Law §§ 3216(i)(24), 3221(l)(15) and §4303(aa).}

We will pay a Non-Participating Provider that is not licensed under New York Public Health Law Article 30 [the amount We have negotiated with the Non-Participating Provider for the emergency ambulance transportation] [or] [an amount We have determined is reasonable for the emergency ambulance transportation] [or] [the Non-Participating Provider's charge for the emergency ambulance transportation]. [However, [the negotiated amount] [or] [the amount We determine is reasonable] will not exceed the Non-Participating Provider's charge.]

{Drafting Note: Insert the applicable bracketed payment language.}

#### **B. Non-Emergency Ground Ambulance Transportation.**

We Cover non-emergency ambulance transportation by a licensed ambulance service between Facilities when the transport is any of the following:

- From a non-participating Hospital to a participating Hospital;
- To a Hospital that provides a higher level of care that was not available at the original Hospital;
- To a more cost-effective Acute care Facility; or
- From an Acute care Facility to a sub-Acute setting.

[In the absence of negotiated rates, We will pay a Non-Participating Provider licensed under New York Public Health Law Article 30 the usual and customary charge for non-emergency ambulance transportation, which shall not be excessive or unreasonable. The usual and customary charge for non-emergency ambulance transportation is the [[lesser of the] FAIR Health rate at the [80]th percentile calculated using the place of pickup [or the Provider's billed charges].

We will pay a Non-Participating Provider that is not licensed under New York Public Health Law Article 30 [the amount We have negotiated with the Non-Participating Provider for the non-emergency ambulance transportation] [or] [an amount We have determined is reasonable for the non-emergency ambulance transportation] [or] [the

Non-Participating Provider's charge for the non-emergency ambulance transportation]. [However, [the negotiated amount] [or] [the amount We determine is reasonable] will not exceed the Non-Participating Provider's charge.]]

*{Drafting Note: Insert the two paragraphs above for plans that provide out-of-network coverage for non-emergency ground ambulance transportation. If plans use a source for the usual and customary charge other than FAIR Health, the name of the source should be inserted in the brackets above. Plans should also provide an explanation of how that source is the usual and customary charge, in compliance with Insurance Law §§ 3216(i)(24), 3221(l)(15) and §4303(aa). In the second paragraph, insert the applicable bracketed payment language.}*

### **C. Air Ambulance Services.**

- 1. Emergency Air Ambulance Services.** We Cover emergency air ambulance transportation [worldwide] by a licensed ambulance service to the nearest Hospital where Emergency Services can be performed. This coverage includes emergency air ambulance transportation to a Hospital when the originating Facility does not have the ability to treat Your Emergency Condition.
- 2. Non-Emergency Air Ambulance Services.** We Cover non-emergency air ambulance transportation by a licensed ambulance service between Facilities when the transport is any of the following:
  - From a non-participating Hospital to a participating Hospital;
  - To a Hospital that provides a higher level of care that was not available at the original Hospital;
  - To a more cost-effective Acute care Facility; or
  - From an Acute care Facility to a sub-Acute setting.
- 3. Payments for Air Ambulance Services.** We will pay a Participating Provider the amount We have negotiated with the Participating Provider for the air ambulance service.

We will pay a Non-Participating Provider [the amount We have negotiated with the Non-Participating Provider for the air ambulance service] [or] [an amount We have determined is reasonable for the air ambulance service] [or] [the Non-Participating Provider's charge for the air ambulance service]. [However, [the negotiated amount] [or] [the amount We determine is reasonable] will not exceed the Non-Participating Provider's charge.]

*{Drafting Note: Insert the applicable bracketed payment language.}*

You are responsible for any Cost-Sharing for air ambulance services. The Non-Participating Provider may only bill You for Your [In-Network] Cost-Sharing. If You receive a bill from a Non-Participating Provider that is more than Your [In-Network] Cost-Sharing, You should contact Us.

**D. Limitations/Terms of Coverage.**

- We do not Cover travel or transportation expenses, unless connected to an Emergency Condition or due to a Facility transfer approved by Us, even though prescribed by a Physician.
- We do not Cover non-ambulance transportation such as ambulette, van or taxi cab.
- Coverage for air ambulance related to an Emergency Condition or air ambulance related to non-emergency transportation is provided when Your medical condition is such that transportation by land ambulance is not appropriate; and Your medical condition requires immediate and rapid ambulance transportation that cannot be provided by land ambulance; and one (1) of the following is met:
  - The point of pick-up is inaccessible by land vehicle; or
  - Great distances or other obstacles (e.g., heavy traffic) prevent Your timely transfer to the nearest Hospital with appropriate facilities.