



Regence BlueCross BlueShield of Utah is an Independent
Licensee of the Blue Cross and Blue Shield Association

Changes to Regence product suite resulting from Utah Abortion Mandate

The 2011 Utah Legislature passed a bill that amends provisions of the Insurance Code by limiting the type of abortion coverage that may be offered on a group health benefit plan in the traditional market as well as on state and federal insurance exchanges effective January 1, 2012.

Under this bill, coverage for termination of pregnancy (abortion) will be provided for all female members only for the following:

- when necessary to avert the death of the female member on whom the abortion is performed;
- when necessary to avert a serious risk of substantial and irreversible impairment of a major bodily function of the female member on whom the abortion is performed;
 - for a fetus that has a defect that is documented by a Physician(s) to be uniformly diagnosable and uniformly lethal; or
 - where the female member is pregnant as a result of rape, rape of a child, or incest, as defined in the Utah Criminal Code.

These changes will be effective for all groups on January 1, 2012. To view the complete rule visit the Utah Department of Insurance Website at <http://le.utah.gov/~2011/bills/hbillenr/hb0354.pdf>.

While the Utah Abortion Mandate does not apply to Individual products, Regence is including the following exclusion on new individual/family products effective January 1, 2012:

- Termination of pregnancy (abortion) for all females, except when necessary to avert: 1) death of the female on whom the abortion is performed; or 2) a serious risk of substantial and irreversible impairment of a major bodily function of the female on whom the abortion is performed; for a fetus that has a defect that is documented by a Physician(s) to be uniformly diagnosable and uniformly lethal; or where the female is pregnant as a result of rape, rape of a child, or incest, as defined in the Utah Criminal Code.

The attached letter and Endorsement will be sent to all group administrators. For more information, contact your Regence Sales Representative.



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[Date]

[Group Name]
[Group Administrator]
[Street Address]
[City, State Zip Code]

Re: Utah Termination of Coverage mandate

Dear Group Administrator:

The Utah Legislature passed a bill that restricts the circumstances under which an abortion can be covered by a health benefit plan. This mandate affects all small and large group plans.

Under this bill, Regence is required to limit coverage to permitted abortions. "Permitted abortion coverage" is defined as coverage for abortion that is necessary to avert:

- the death of the woman on whom the abortion is performed; or
- a serious risk of substantial and irreversible impairment of a major bodily function of the woman on whom the abortion is performed:
 - of a fetus that has a defect that is documented by a physician or physicians to be uniformly diagnosable and uniformly lethal; or
 - where the woman is pregnant as a result of rape, rape of a child, or incest, as defined in the Utah Criminal Code.

These changes will be effective for all groups on January 1, 2012. To view the complete rule, we invite you to visit the UID website at <http://le.utah.gov/~2011/bills/hbillenr/hb0354.pdf>. We are enclosing an endorsement reflecting the updated benefit information.

If you have any questions about this notice, please contact your Regence Sales Representative at 1-866-634-8783.

Sincerely,

Alfred Tredway
VP Sales Utah
Regence BlueCross BlueShield of Utah

Enclosure: Endorsement

ENDORSEMENT TO YOUR MEDICAL PLAN BOOKLET

This Endorsement makes certain changes to Your Booklet effective **January 1, 2012**.

Regence BlueCross BlueShield of Utah agrees to provide Members the following benefits in accordance with and subject to the provisions, terms, conditions, limitations and exclusions set forth in this Endorsement and the Booklet to which this Endorsement is attached. If there is any inconsistency between this Endorsement and the Booklet, the terms of this Endorsement will prevail.

The **Medical Benefits** Section, **Maternity Care/Adoption Benefit** subsection, first paragraph of the Covered Services description shall be replaced in its entirety with the following:

We cover prenatal and postnatal maternity (pregnancy) care, childbirth (vaginal or cesarean), complications of pregnancy, and related conditions for all female Members. There is no limit for the mother and her newborn's length of inpatient stay. Where the mother is attended by a Provider, the attending Provider will determine an appropriate discharge time, in consultation with the mother. See the Newborn Care benefit in this Medical Benefits Section to see how the care of Your newborn is covered.

Coverage for termination of pregnancy (abortion) will be provided for all female Members only for the following:

- when necessary to avert the death of the female Member on whom the abortion is performed;
- when necessary to avert a serious risk of substantial and irreversible impairment of a major bodily function of the female Member on whom the abortion is performed;
- for a fetus that has a defect that is documented by a Physician(s) to be uniformly diagnosable and uniformly lethal; or
- where the female Member is pregnant as a result of rape, rape of a child or incest, as defined in the Utah Criminal Code.

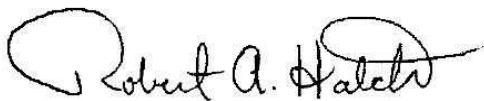
The **General Exclusions** Section, **Specific Exclusions** subsection, shall have the following exclusion added in its entirety:

Termination of Pregnancy (Abortion)

Termination of pregnancy (abortion), except as specifically provided under the Maternity Care/Adoption Benefit provision in the Medical Benefits Section.

All other terms and conditions of the Booklet remain unchanged.

IN WITNESS WHEREOF, We, by Our duly authorized officer, have executed this Endorsement.



Robert A. Hatch
President
Regence BlueCross BlueShield of Utah