

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
HEALTH CARE BUREAU

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In the Matter of

**OXFORD HEALTH PLANS (NY), INC. and  
OXFORD HEALTH INSURANCE, INC.**

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**ASSURANCE OF DISCONTINUANCE**

Pursuant to N.Y. Executive Law ("EL") § 63(12) and Article 22-A of New York General Business Law, ELIOT SPITZER, Attorney General of the State of New York, has caused an inquiry to be made into certain business practices of Oxford Health Plans (NY), Inc. and Oxford Health Insurance, Inc. As a result of such inquiry, the Office of the Attorney General ("OAG") has made the following findings:

**BACKGROUND AND INVESTIGATION**

1. Oxford Health Plans (NY), Inc. ("OHPNY") is a New York corporation licensed pursuant to Article 44 of the Public Health Law with its principal place of business at 48 Monroe Turnpike, Trumbull, CT 06611. OHPNY is a subsidiary of Oxford Health Plans LLC ("OHPLLC"), a Delaware corporation with its principal place of business at 48 Monroe Turnpike, Trumbull, CT 06611.

2. Oxford Health Insurance, Inc. ("OHII") is a New York corporation licensed pursuant to Article 42 of the New York Insurance Law with its principal place of business at 48 Monroe Turnpike, Trumbull, CT 06611.

3. OHPNY and OHII (collectively, "Oxford") are part of a group of managed healthcare companies that market, sell and administer health insurance products and health care plans in New York and elsewhere. Oxford offers a variety of health plan and insurance products in New York, including in-network-HMO plans, point of service plans, preferred provider organizations, and traditional indemnity plans (collectively, the "Oxford Health Plans").

4. In 2004, New York consumers complained to the OAG that Oxford had denied applications to enroll their children in Oxford Health Plans in which the consumers were members. The consumers were in the process of adopting the children who, at the time of the enrollment application, were living in China. The consumers' Oxford Health Plans offered family coverage, and covered, among other things, medical emergencies and urgent care, when members and their dependents travel outside the United States. The consumers desired that coverage for the children take effect as of the time they took physical custody of the children in China.

5. In one case, a consumer reported that she applied for family coverage and filed an application to enroll the child she was adopting in Oxford's *Freedom Plan Select*, and that Oxford refused to accept the application on the ground that the child was not be eligible for enrollment until after the child began living in the consumer's home. After the consumer questioned the basis for Oxford's position, Oxford stated that it would allow enrollment after the child lawfully entered the United States and the consumer produced satisfactory proof of lawful entry (hereinafter, the "Entry Requirement").

6. In another case, a consumer reported that Oxford refused to accept an application to enroll a child he was adopting in Oxford's *Freedom Plan* on the ground that the child would only be eligible for enrollment after the Entry Requirement was satisfied.

7. Beginning in 2004, the OAG contacted Oxford regarding the complaints. The OAG requested that Oxford produce certificates of coverage, insurance policies and other documents describing the eligibility and enrollment requirements applicable to Oxford Health Plans sold in New York, as well as other pertinent information, including enrollment decisions affecting children who New York consumers adopted or were in the process of adopting at the time they sought to enroll the children.

8. Oxford has cooperated with the OAG's investigation and produced the requested information. The information showed:

A. The Certificates of Coverage for the Oxford Health Plans at issue in the consumer complaints contain the following enrollment eligibility requirements:

To be eligible to enroll as a Covered Dependent, a person must . . . reside with the Subscriber or have reasonable access to the Service Area [hereinafter, the "Residence-Access Requirement"]; and be . . . [an] unmarried child who is either a step child, a legally adopted child or proposed adoptive child (who is physically placed in the Subscriber's home) [hereinafter, the "Placement-in-Residence Requirement"] or a natural child of either the Subscriber or the Subscriber's spouse. . . .

B. The Certificates of Coverage also described the following enrollment procedures, which included a Placement-in-Residence Requirement, that applied to newly eligible dependents:

Any person who becomes a Dependent may be enrolled by submitting an enrollment form within 31 days of becoming a Dependent. . . . This provision also applies to adopted and prospective adopted children . . . . In order for such

child to be enrolled, the Subscriber must be legally obligated for such child's financial support, and the child must be physically placed (in residence) in the Subscriber's home.

C. Certificates of coverage, subscriber contracts and other documents setting forth the eligibility and enrollment requirements for other Oxford Health Plans sold in New York contain a Residence-Access Requirement and a Placement-in-Residence Requirement.

D. Certificates of coverage, subscriber contracts and other documents setting forth the eligibility and enrollment requirements for Oxford Health Plans sold in New York do not contain an Entry Requirement that is applicable to dependent children.

E. Oxford denied enrollment to the children sought to be adopted by the New York consumers who filed complaints on the basis of the Entry Requirement, the Placement-in-Residence Requirement and/or the Residence-Access Requirement.

F. Oxford likewise denied enrollment to children sought to be adopted by other New York consumers on the basis of the Entry Requirement, the Placement-in-Residence Requirement and/or the Residence-Access Requirement.

G. Oxford's application of the Entry Requirement, Placement-in-Residence Requirement and/or Residence-Access Requirement deterred New York consumers from enrolling in Oxford Health Plans and/or from enrolling children whom they were in the process of adopting.

#### **APPLICABLE LAW**

9. New York law prohibits insurers and health plans from denying a child enrollment under the health coverage of the child's parent on the grounds that the child does not reside with the parent or in the insurer's service area. Specifically, Insurance Law § 2608-a provides:

No . . . health insurer, group health plan, health maintenance organization . . . offering medical benefits whether by insurance or otherwise, including an employee retirement income security act or service benefit plan, shall deny enrollment of a child under the health coverage of the child's parent on the ground that . . . the child does not reside with the parent or in the insurer's service area.

10. New York Insurance Department regulations regarding individual health insurance policies provide that a “family policy shall provide that adopted children and stepchildren dependent upon the insured be eligible for coverage on the same basis as natural children” (11 NYCRR § 52.17 [a][30]); and a “family policy covering a proposed adoptive parent, on whom the child is dependent, shall provide that such child be eligible for coverage on the same basis as a natural child during any waiting period prior to the finalization of the child's adoption” (11 NYCRR § 52.17[a][31]).

11. Likewise, Insurance Department regulations regarding group policies provide that a “family policy shall provide that adopted children and stepchildren dependent upon the insured be eligible for coverage on the same basis as natural children” (11 NYCRR 52.18[e][2]); and that a “family policy covering a proposed adoptive parent on whom the child is dependent shall provide that such child be eligible for coverage on the same basis as a natural child during any waiting period prior to the finalization of the child's adoption” (11 NYCRR § 52.18[e][3]).

12. Insurance Law § 2601[a][1] provides that “[n]o insurer . . . shall . . . knowingly misrepresent[] to claimants pertinent facts or policy provisions relating to coverages at issue. . .” Insurance Department regulations further provide in pertinent part that “[n]o insurer shall knowingly misrepresent to a claimant the terms, benefits or advantages of the insurance policy pertinent to the claim” (11 NYCRR § 216.3[a]).

13. General Business Law (GBL) § 349 provides that “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any services in [New York] are . . . unlawful.”

14. EL § 63(12) prohibits repeated illegal acts and persistent illegality in carrying on, conducting or transacting business.

## **FINDINGS AND CONCLUSIONS**

### **Unlawful Plan Provisions**

15. Certificates of coverage, subscriber contracts, agreements, health insurance policies and other documents describing the benefits and terms under which Oxford provides health coverage under Oxford Health Plans sold in New York, including the eligibility and enrollment requirements of Oxford Health Plans (“Plan Documents” or “Documents”) that apply a Residence-Access Requirement violate Insurance Law § 2608-a, because they require children to reside (a) with a parent who has health care coverage, or (b) in or near the service area for the insured parent’s health care plan, in order to be eligible for enrollment or coverage under the Oxford Health Plan.

16. Plan Documents that apply a Placement-in-Residence Requirement violate Insurance Law § 2608-a, because in effect they require adopted children and children placed for adoption to reside (a) with a parent who has health care coverage, or (b) in or near the service area for the insured parent’s Oxford Health Plan, in order to be eligible for enrollment or coverage under the Oxford Health Plan.

17. Plan Documents that apply a Placement-in-Residence Requirement violate 11 NYCRR § 52.17(a)(30)-(31) (in the case of individual insurance), and 11 NYCRR § 52.18(e)(2)-

(3) (in the case of group insurance), because, pursuant to these Plan Documents, the Placement-in-Residence Requirement applies only to “adopted” children and “proposed adoptive” children and, consequently, does not make such children eligible for coverage on the same basis as an insured’s natural children, including during any waiting period prior to the finalization of the children’s adoption.

### **Misrepresentations and Deceptive Business Practices**

18. Oxford misrepresents the eligibility requirements and enrollment procedures applicable to the Oxford Health Plans to which the complaining consumers belonged, and makes similar misrepresentations to other New York consumers who attempt to enroll children who they are in the process of adopting. Oxford’s misrepresentations include telling consumers that such children are not eligible for enrollment or coverage until after such children lawfully enter the United States, notwithstanding that Oxford Health Plan Documents do not contain any such requirement. Oxford’s misrepresentations violate Insurance Law § 2601(a)(1) and 11 NYCRR § 216.3(a), and constitute deceptive acts and practices in the conduct of a business in violation of GBL § 349.

19. Oxford adopted and maintains a practice of denying enrollment and coverage to children living outside the United States who New York consumers are in the process of adopting, on the basis of the Entry Requirement, the Placement-in-Residence Requirement and/or the Residence-Access Requirement. Pursuant to this practice, Oxford improperly denied enrollment and coverage to the children adopted by the consumers who filed complaints with the OAG. Had these children been allowed to enroll, and had the enrollment been effective at the time the children became dependent upon the consumers, the children would have been covered

for emergency and urgent care under Oxford's policies at the time the consumers took custody of them in China. Oxford also improperly has denied enrollment and coverage pursuant to the Entry Requirement, the Placement-in-Residence Requirement and/or the Residence-Access Requirement to children who other New York consumers were in the process of adopting.

20. Oxford's misrepresentations and enrollment denials violate 11 NYCRR § 52.17(a)(30)-(31) (in the case of individual insurance) and 11 NYCRR § 52.18(e)(2)-(3) (in the case of group insurance), and are deceptive acts and practices in the conduct of a business in violation of GBL § 349.

21. Oxford's practice of denying enrollment and coverage based on the Entry Requirement, the Placement-in-Residence Requirement and/or the Residence-Access Requirement are unlawful and deceptive acts and practices in the conduct of a business in violation of GBL § 349.

22. Oxford's repeated violations of New York laws and regulations as described above constitute illegal and fraudulent acts in violation of EL § 63(12). (The violations described herein are collectively referred to in this Assurance of Discontinuance as the "Alleged Violations").

IT NOW APPEARS that Oxford, without admitting to or conceding the foregoing findings and Alleged Violations of law, is willing to enter into this Assurance and the OAG is willing to accept this Assurance pursuant to EL § 63(15) in lieu of commencing a statutory or other proceeding against Oxford for the violations;

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

**I. DEFINITIONS**

23. In addition to the terms defined throughout this Assurance the following terms shall have the meanings indicated for purposes of this Assurance:

- A. "Improper Enrollment Decision" shall mean and refer to a refusal or denial by Oxford to enroll a child in an Oxford Health Plan who became a dependent of an Affected Consumer through adoption or placement for adoption, where the refusal or denial was based on one of the following reasons:
  - (1) The child was not physically placed in the Affected Consumer's home.
  - (2) The child was not living with the Affected Consumer in the Affected Consumer's home or living in or near the service area for the Affected Consumer's Oxford Health Plan.
  - (3) The adopted child had not lawfully entered the United States.
- B. "Affected Consumer" shall mean a person who was enrolled in an Oxford Health Plan at the time he or she applied to enroll an adopted child or a child placed for adoption and remained a member after receiving an Improper Enrollment Decision.
- C. "Affected Child" shall mean and refer to a child who was subject to an Improper Enrollment Decision.
- D. "Effective Date" shall mean and refer to the date on which this Assurance is fully executed by the parties.
- E. "Relevant Time Period" shall mean the time period from January 1, 2003 to the Effective Date.
- F. "Reimbursable Expense" shall mean expenses incurred by an Affected Consumer for the hospital, medical, or other health care services and expenses for Affected Child's health care, from the time the child would have been enrolled in the Affected Consumer's Oxford Health Plan but for an Improper Enrollment Decision, to the time the child was finally

enrolled, to the extent such expenses would have been covered under the Affected Consumer's Oxford Health Plan.

- G. A child is or becomes "dependent on an insured" through adoption or placement for adoption when the insured assumes and retains a legal obligation for total or partial support of a child by virtue of the adoption or in anticipation of the adoption.

## **II. PROSPECTIVE RELIEF**

### **Revision of Plan Documents**

24. Within 45 days of the Effective Date, Oxford shall submit amended Plan Documents to the New York State Insurance Department ("DOI") for approval for the purpose of revising its Plan Documents to conform to New York law and the requirements of this Assurance. Oxford shall simultaneously send a copy of such submission to the OAG. Oxford's submission to DOI shall not propose any amendments that are inconsistent with the terms of this Assurance.

### **Injunction**

25. Oxford shall not violate the New York laws and regulations that are described above and comply with such laws and regulations.

26. Oxford shall not misrepresent the terms of Oxford Health Plan Documents to New York consumers, including terms relating to enrollment and coverage for children, including children who become dependents through adoption or placement for adoption.

27. Oxford shall not apply a Residence-Access Requirement with respect to children, and shall not otherwise require children to reside with a parent or in or near the service area for the insured parent's Oxford Health Plan, in order to be eligible for enrollment or coverage under an Oxford Health Plan.

28. Oxford shall not apply a Placement-in-Residence Requirement to children who become dependent on the insured through adoption or placement for adoption, and shall not otherwise require such children to live with the insured or in or near the service area for the insured's Oxford Health Plan, in order to be eligible for enrollment or coverage under an Oxford Health Plan.

29. Oxford shall not apply an Entry Requirement to children as a condition of eligibility for enrollment in or coverage under an Oxford Health Plan.

30. Coverage for children who through adoption or placement for adoption become dependent on an insured under an Oxford Health Plan that provides family coverage shall be effective no later than the date on which the children become dependent on the insured.

31. Children who through adoption or placement for adoption become dependent on an insured under an Oxford Health Plan that provides family coverage shall in all other respects be eligible for coverage on the same basis as natural children, including during any waiting period prior to finalization of the adoption.

32. Subject to any longer time periods as imposed by law, the applicable Oxford Health Plan, or Oxford's established practice, Oxford shall allow a minimum of 30 days from the time a child becomes dependent on the insured through adoption or placement for adoption for a consumer to enroll such child.

33. Where a consumer who has applied to adopt a child applies to enroll that child prior to the child's eligibility (*e.g.*, the child is not yet dependent on the consumer), Oxford shall promptly correspond in writing with the consumer. In addition to any other information required by law, this Assurance and/or applicable Oxford Health Plan, Oxford's correspondence shall (a)

identify all information and documentation that is required to enroll a child who becomes a dependent through adoption or placement for adoption, (b) identify applicable deadline(s) for enrollment, and (c) indicate when enrollment and coverage for children who become dependent through adoption or placement for adoption takes effect pursuant to this Assurance. Oxford shall accept and maintain such early applications for a reasonable time to allow the consumer to submit any remaining information that may be required for enrollment of the child in order to obviate the need for the consumer to re-file the application. Oxford shall furnish copies of correspondence sent to consumers pursuant to this paragraph to the OAG upon the OAG's request.

34. Oxford shall periodically train its employees about the enrollment and eligibility requirements for children who become dependents through adoption or placement for adoption and the compliance measures set forth in this Assurance.

### **III. RESTITUTION TO AFFECTED CONSUMERS**

35. Oxford shall pay restitution to Affected Consumers in accordance with the procedures established in this Section.

#### **A. Notice**

36. Within 45 days of the Effective Date, Oxford shall identify all Affected Consumers.

37. Within 30 days of identifying the Affected Consumers, Oxford shall send a written communication to the Affected Consumers informing them that Oxford may have erred in denying enrollment to their adopted child or a child placed with them for adoption. Oxford shall explain that it has established special procedures pursuant to which the Affected Consumer

can have Oxford's enrollment decision reevaluated for purposes of making limited restitution to the Affected Consumer pursuant to an agreement with the OAG, and explain the procedures agreed to in this section, including how to submit a claim, applicable time periods, the Reimbursement Expenses, and the right of appeal. The form of this communication shall follow the form attached to this Assurance as Exhibit A.

**B. Consumer Claims**

38. Oxford shall accept claims from Affected Consumers in writing up to 60 days after the Affected Consumer's receipt of Oxford's written communication. Affected Consumers seeking restitution shall, to the extent practicable, provide to Oxford reasonable documentation of any Reimbursable Expenses for which compensation is sought. Reasonable documentation may include, but is not limited to, bills, invoices, cancelled checks or financial statements.

**C. Adjudication**

39. Within 30 days of receipt of a Affected Consumer's claim, Oxford shall determine whether to pay, deny or pend the claim and send an explanation of benefits ("EOB") to the Affected Consumer regarding such determination that, at a minimum, contains the information required by Insurance Law § 3234[b]. In adjudicating claims, Oxford shall consider the following issues in addition to any others that are necessary to adjudicate the claims consistent with this Assurance:

1. Whether the child is an Affected Child and, thus, should have been enrolled in the relevant Oxford Health Plan but for Oxford's Improper Enrollment Decision.
2. If the child is an Affected Child, whether the Affected Consumer incurred any costs or expenses that would have been covered by the Consumer's Oxford Health Plan had the Affected Child been enrolled but for the Improper Enrollment Decision.

**D. Paid Claims**

40. If Oxford determines that the claim should be paid, it shall include a check with the EOB for the total amount of the Reimbursable Expenses.

**E. Pended Claims**

41. If an Affected Consumer makes a claim for restitution but is unable to produce reasonable documentation allowing Oxford to determine whether the claim is payable pursuant to the criteria established by the Assurance, Oxford shall pend the claim and undertake an investigation to determine whether the Affected Consumer's claim is meritorious. Such investigation shall include, but not be limited to, identifying relevant records in Oxford's possession and requesting records from other available sources. Oxford shall send a written notification to the Affected Consumer informing the Affected Consumer of the decision to pend, as well as what efforts Oxford is undertaking to determine the legitimacy of the claim. Such determination shall be made within 3 months of the receipt by Oxford of a claim. Once Oxford has determined to pay, pend or deny a claim, it shall follow the notice and payment provisions outlined in this section as applicable.

**F. Denied Claims**

42. If Oxford denies the claim, it shall send an EOB to the Affected Consumer stating the reasons for its denial and reciting the Affected Consumer's right to an appeal. Such EOB shall also include the name and telephone number of the OAG's Health Care Bureau Consumer Help Hotline, 1-800-771-7755 (Option No. 3), and a statement indicating that Hotline Staff are available to assist consumers with claims/appeals; alternatively, Oxford shall include a separate

notice to the consumer with the EOB that provides this information. Oxford shall afford an appeal right to any Affected Consumer whose claim was denied, in whole or in part. Oxford shall accept appeals for a 45 day period after the date of the EOB denying a claim in whole or in part, or for such longer time period as may be provided for in any applicable statute or Oxford procedures. Oxford shall decide the appeal within 45 days of receipt of the appeal. Oxford shall fully cooperate with any efforts by the OAG's Hotline mediation staff to assist Affected Consumers in resolving claims.

#### **IV. REPORTS**

43. Within sixty 60 days of the Effective Date, an Oxford management official or in-house attorney shall file an affidavit with the OAG verifying that Oxford is in full compliance with all of the terms of this Assurance and setting forth the details of all compliance measures undertaken by Oxford pursuant to the terms hereof, with specific reference to the sections of this Assurance. Such report shall include as attachments sufficient documents reasonably necessary for the OAG to determine whether Oxford has complied with this Assurance.

44. In addition to any other submission required by this Assurance, Oxford shall submit two reports to the OAG. The reports shall be submitted 6 months and 12 months after the Effective Date of this Assurance. The reports shall document for the time period covered by the report (a) all Affected Consumers who submitted a claim, the disposition of the claim, the amount if any paid to each Affected Consumer, the claims for restitution that were denied and the reason(s) for each denial.

**V. COSTS AND PENALTIES**

45. Oxford shall pay to the OAG the sum of \$ 20,000 as costs incurred during the OAG's investigation.

46. Oxford shall pay to the OAG the sum of \$ 5,000 as statutory penalties for the Alleged Violations.

47. The payments required pursuant to Paragraphs 45 and 46 shall be made by company check in the total amount of \$ 25,000 within 15 days of the Effective Date of this Assurance, and shall be made payable to "Department of Law, State of New York" and delivered to: Vincent P. Esposito, Jr., Assistant Attorney General, Office of the New York State Attorney General, Health Care Bureau, The Capitol, Albany, NY 12224.

**VI. MISCELLANEOUS PROVISIONS**

48. Pursuant to EL § 63[15], evidence of a violation of this Assurance shall constitute *prima facie* proof of a violation of the New York statutes and regulations that Oxford is alleged to have violated, including but not limited to GBL § 349 and EL § 63[12], in any civil action or proceeding that the Attorney General hereafter commences against Oxford.

49. Oxford designates the following individual as the point of contact within its legal department to whom the OAG can address any concerns about Oxford's compliance with this Assurance or its compliance with the legal requirements discussed in this Assurance: Athena Tsakanikas, Associate General Counsel, UnitedHealthcare, Legal Department, 48 Monroe Turnpike, Trumbull, CT 06611. Oxford may change its designated point of contact within its legal department upon 10 days prior written notice to the OAG.

50. All correspondence to the OAG required pursuant to this Assurance shall be sent to the attention of:

Vincent P. Esposito, Jr.  
Assistant Attorney General  
Office of the New York State Attorney General  
Health Care Bureau  
The Capitol  
Albany, NY 12224

51. The acceptance of this Assurance by the OAG shall not be deemed or construed as an approval by the OAG of any of the activities of Oxford, its officers, directors, employees, assignees and any individual, corporation, subsidiary, or division through which Oxford may now or hereinafter act, or of any successors in interest; and none of the parties shall make any representation to the contrary.

52. This Assurance shall not grant any rights or privileges to any person or entity who is not a party to this Assurance, nor shall this Assurance affect or limit in any way the rights of any such third party.

53. This Assurance shall be binding on and apply to Oxford, its officers, directors, employees, affiliates, assignees and any individual, corporation, subsidiary or division through which Oxford may now or hereinafter act, as well as any successors in interest.

54. This Assurance may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by the parties or their authorized representatives.

55. This Assurance may be executed in telecopied counterparts, each of which will constitute an original but all of which taken together shall constitute one and the same document.

WHEREFORE, the following signatures are affixed hereto effective this \_\_\_\_ of October,

2006.

ELIOT SPITZER  
Attorney General of the State of  
New York

Oxford Health Plans (NY), Inc.,  
and Oxford Health Insurance, Inc.

Joseph R. Baker, III  
Health Care Bureau Chief  
Troy J. Oechsner  
Health Care Deputy Bureau Chief

By:

\_\_\_\_\_  
Vincent P. Esposito, Jr.  
Assistant Attorney General

By:



\_\_\_\_\_  
Carmel Colica  
Vice President, Legal & Regulatory Affairs  
and Assistant Secretary

WHEREFORE, the following signatures are affixed hereto effective this 26<sup>th</sup> of October,

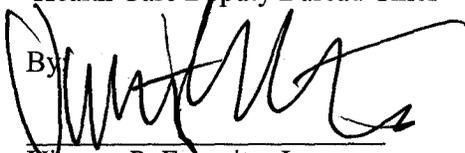
2006.

ELIOT SPITZER  
Attorney General of the State of  
New York

Oxford Health Plans (NY), Inc.,  
and Oxford Health Insurance, Inc.

Joseph R. Baker, III  
Health Care Bureau Chief  
Troy J. Oechsner  
Health Care Deputy Bureau Chief

By:



Vincent P. Esposito, Jr.  
Assistant Attorney General

By:

\_\_\_\_\_  
Carmel Colica  
Vice President, Legal & Regulatory Affairs  
and Assistant Secretary

EXHIBIT A

[OXFORD LETTERHEAD]

Dear Oxford Member:

In connection with an inquiry from the Office of the New York State Attorney General, Oxford has determined that it may have incorrectly determined that children who have become dependents of Oxford members through foreign adoption were not eligible for enrollment until the child entered the United States and/or began residing with their adoptive parent(s) and, therefore, may have improperly denied or delayed enrollment to these children.

If you applied to enroll your adopted child in your Oxford health plan between January 1, 2003 and October \_\_, 2006 and incurred health care expenses for your adopted child prior to the time Oxford approved your child's enrollment application, you may be entitled to reimbursement of health care costs depending upon the coverage provided by your Oxford health plan.

If you are eligible to file a claim, you must do so within 60 days of your receipt of this letter. You should submit all available documentation of the healthcare expenses for which coverage is sought. Documentation should include bills and invoices, as well as proof of payment such as receipts and cancelled checks, *etc.*

Oxford will send you a written coverage decision within 30 days of its receipt of your claim, which will explain the reasons for its determination as well as an explanation of your right to seek review if all or part of your claim is denied. Alternatively, Oxford may pend the claim if there is insufficient information to evaluate eligibility for benefits so that it may undertake an investigation of your claim and/or seek additional information as appropriate. If Oxford pends your claim, it will make a determination on the claim within 3 months of the date Oxford receives the claim.

As part of the claim process, Oxford will determine (1) whether your adopted child was eligible and should have been enrolled in the relevant Oxford Health Plan and, if so, (2) whether the costs or expenses that you paid would have been covered by your Oxford Health Plan had your adopted child been properly enrolled. Please note that coverage for services outside of the United States may be limited and is generally only available for emergency and urgent care.

If you have questions about these matters, you may contact an Oxford representative at 1-800-\_\_\_\_\_. If you need additional assistance or want help filing a claim, you may contact a consumer advocate at the Attorney General's Healthcare Care Bureau Consumer Help Hotline, 1-800-771-7755 (Option No. 3).

Sincerely,

\_\_\_\_\_