

BRAND REGULATIONS AND IMPLEMENTATION GUIDES

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BRAND BOOK



Revised 7/2025

CONFIDENTIAL: FOR BCBSA AND BLUE PLAN USE ONLY





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As our most treasured assets, the Blue Cross and Blue Shield Brands must be used with care and consistency in all of our communications. The Brand Book provides the standards and regulations necessary to help you preserve and protect the equity established in the Blue Cross and Blue Shield Brands – the most recognized brands in the insurance industry.

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Introduction

History of the Blue Cross and Blue Shield Brands

Key Principles for Brand Regulations

Brand Regulations evolve to support the Blue Cross Blue Shield System

Brand Regulations

List of all Brand Regulations (legal rules) on how, when and other important information when using the Brands, consistent with the terms of the License Agreements. Supplemental materials like the Appendix, Glossary and Index can help understand the Regulations.

Implementation Guides

Helpful guides with best practices used to aid Plans in implementing specific Brand Regulations. To be used only in conjunction with the complete Brand Book.

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HISTORY OF THE BLUE CROSS AND BLUE SHIELD BRANDS

The Birth of the Brands that Changed Healthcare Financing in America

The Blue Cross and Blue Shield System, the nation's oldest and largest association of health benefits companies, evolved from independent efforts to meet the social need for health care into companies that today are represented by the most recognized brands in the insurance industry.

Prior to 1929, various local experiments with prepaid healthcare were explored. However, as economic conditions took a turn for the worse and millions of Americans found themselves unemployed or in otherwise perilous financial situations, a new sense of urgency emerged. Many found it difficult to afford day-to-day necessities such as housing and food, much less the expensive medical costs associated with illness or injury.

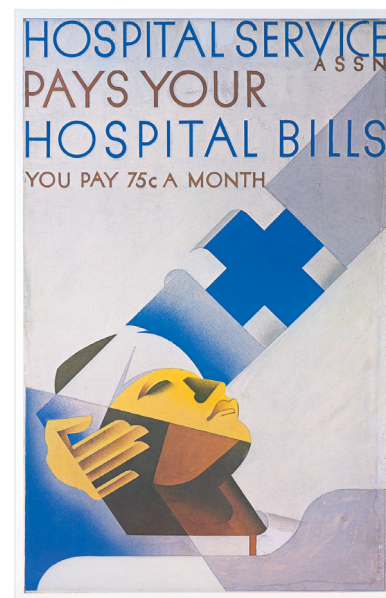
Blue Cross Origins



It was within this environment of need that the concept for what would become Blue Cross Plans was born during the Great Depression. In 1929, a pioneering businessman named Justin Ford Kimball assured more than 1,300 Dallas school teachers of 21 days of hospital care in exchange for small monthly payments of 50 cents made to Baylor University Hospital.

The Blue Cross symbol was the brainchild of E.A. van Steenwyck, the director of an early hospital prepayment plan in Minnesota that was based on the Baylor model.

In need of effective promotional material, van Steenwyck enlisted the services of a University of Minnesota art student, Joseph Binder, who in 1934 created a poster depicting a hospital patient's head cradled in the extended arm of a nurse. Around the sleeve of the nurse's uniform was an armband bearing a blue





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cross, the first use of the now famous Blue Cross trademark.

In 1972, the Blue Cross symbol was updated with a human figure, a version of Leonardo da Vinci’s “Vitruvian Man,” representing the spirit of the traditional Blue Cross service concept, which is to help people to achieve and maintain good health.

Blue Shield Origins

During this same era in the Pacific Northwest, the Blue Shield concept was developing in the lumber and mining camps. Serious injury and chronic illnesses were common among workers in these hazardous jobs, and camp owners began to provide medical care for their workers. The creation of “medical service bureaus” evolved from arrangements made with local physicians who were paid a flat monthly fee for their services.

Carl Metzger, head of the Buffalo Hospital Service Organization in New York, developed the Blue Shield symbol in 1939 by combining the shield, a classic symbol of protection, with the Staff of Aesculapius, an ancient symbol of the medical profession. The color blue was chosen for the symbol in reference to the Blue Cross symbol, by then in widespread use.

Blue Cross and Blue Shield

In 1982, the Blue Cross and Blue Shield Association (BCBSA) was created by the merger of the Blue Cross Association and the Blue Shield Association, thus bringing the two most widely recognized symbols of healthcare coverage together in many parts of the country. Ownership of the Blue Cross and Blue Shield Brands was centralized in the new association.

The Most Widely Recognized Brands in Healthcare

From these modest beginnings rooted in the private sector, the Blue Cross and Blue Shield Plans have grown over the past 90 years to address the healthcare financing needs of more than 106 million people, a number that in 2019 translates to one-in-three Americans.

Independent, locally-operated companies provide services throughout all 50 states, the District of Columbia, and Puerto Rico, making the Blue Cross and Blue Shield System not only the nation’s oldest, but also the largest association of health benefits companies.

Today, the Blue Cross and Blue Shield Brands are protected in more than 170 countries and are the most recognized brands in the insurance industry.



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KEY PRINCIPLES FOR BRAND REGULATIONS

Reflecting both the status of the Brands as a strategic asset and the unique nature of the Blue System, there are four core principles that underlie the Brand Regulations:

1. **Protect and Promote the Brands as Trademarks** – The Brands are intellectual property from which all Plans benefit. They should be treated and protected accordingly.
2. **Avoid Confusion About the Nature of the Blue Cross Blue Shield System** – Blue Cross and Blue Shield Plans are independent, locally-operated companies. It is important that Plans and BCBSA communicate clearly about that fact.
3. **Support the Plans’ License Agreements and Service Areas** – The service areas are a fundamental and important part of how the Blue Cross Blue Shield System operates. The Brand regulations help maintain the Plans’ service areas, enhance Plans’ competitiveness, and support Plan coordination in Inter-Plan Programs.
4. **Protect Against the Transfer of the Goodwill in the Brands** – The Brands represent extraordinary goodwill in the marketplace, which translates to added value for all Plans that sell products and services under those Brands. Plans agree to operate by a common set of guidelines that help promote the Brands and maintain their value.

For this reason, the Plan License Agreements prohibit transfer of the goodwill in the Brands to another mark or name. The Brand Regulations help implement that principle. Each of the Brand Regulations can be tied to one or more of the above principles, thereby helping to maintain the strength of the Brands and the Blue Cross Blue Shield System over time.



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BRAND REGULATIONS EVOLVE TO SUPPORT THE BLUE SYSTEM

Continuous review of Brand Regulations

As the healthcare landscape continues to transform, the Brand Regulations have evolved to respond to these changes. In 2013, the Board acknowledged the importance of comprehensive review of the Regulations and the need to be able to respond to evolving needs of Plans. The Brand Committee developed criteria and a review process and conducted a comprehensive assessment of the Brand Regulations.

Criteria

1. Optimize the ability of the Plans to promote growth in their markets

- Enable Blue-branded portfolio diversification (Brand extension and expansion)
- Enable Plans to have beneficial third-party partnerships within a Plan's service area

2. Enhances and protects the Brands

- Maximize Brand recognition
- Deliver a deep brand meaning for consumers and other stakeholders
- Preserve Service Areas
- Protect Brands as trademarks
- Protect against the transfer of goodwill and/or help build the Brands
- Protect against confusion



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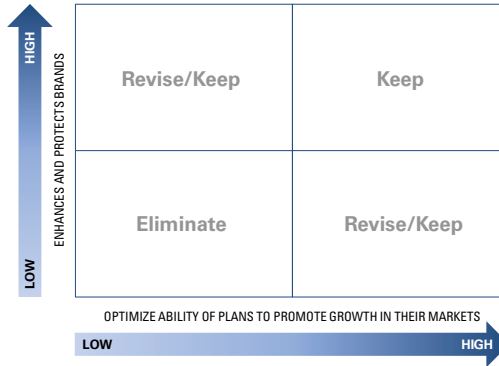
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Review Process

Each Regulation was reviewed based upon the degree to which the Regulation supports or detracts from the two major criteria. Based on the ratings, the Regulations were mapped through a matrix with quadrants that identify the result of the evaluation.



Maintaining Strength for the Future

The Blue Brands continue to maintain their leadership position in the healthcare industry, enabling Blue Plans to enjoy a differentiated marketplace advantage. The consistent growth the Blue System has experienced over the past 85 years demonstrates the strength and stature of the Blue Brands.

With a strong brand, Plans are well positioned to attract new members, retain existing members and extend the brand into new products and services.

This Brand Book is a tool to help guide you when making business decisions that leverage and affect the Brand. For more information regarding the Brand Book or the Brand Guidelines, go to BlueWeb and visit Resources>BCBS Brand.

PRESERVING THE BRANDS — AND ENHANCING THEM FOR THE FUTURE — IS THE KEY TO OUR CONTINUED SUCCESS.



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BASIC USAGE RULES

Blue Cross and Blue Shield is one of the most famous and recognizable brands in the United States. Our Symbols are the most recognized Symbols of healthcare coverage. We all have a role to protect and preserve these assets, so that we can continue to enhance and benefit from this strength.

Names

1.1 Spacing. When using the brand Names “Blue Cross” and “Blue Shield” there is an option to use a space between the words or remove the space. If the space between the words is removed, **initial capitalization needs to be used** so that it is clear there are two separate words being used.

All of the following are appropriate:

BlueCross
 BlueCross BlueShield
 BLUE CROSS BLUE SHIELD
 BLUE SHIELD

Incorrect Examples:

Bluecross
 Blueshield
 BLUECROSS
 BLUESHIELD

1.2 Separation. The word “and” or symbol “&” can be used as a separator with the brand names Blue Cross Blue Shield but, a separator is not required

All of the following are appropriate:

Blue Cross and Blue Shield BlueCross and BlueShield
 Blue Cross & Blue Shield BlueCross & BlueShield
 Blue Cross Blue Shield BlueCross BlueShield

1.3 Legal Names. Licensees can use the Brands as part of a Legal Name, provided:

- (a) BCBSA provides written approval of the Legal Name in advance of use;
- (b) the Licensee does not do business outside of its Service Area under any name or mark containing the Brands; **and**
- (c) it is not in association with any securities market.

Legal Names for Licensees that do not use the brand names “Blue Cross” and “Blue Shield” are not subject to approval by BCBSA, however they should be reported to BCBSA Legal Staff.



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1.4 Trade Names. Licensees can use the Brands as part of a Trade Name provided:

- (a) BCBSA provides written approval of the Trade Name in advance of use
- (b) The Trade Name does not mislead or confuse the public

1.5 Life Insurance Companies.

- (a) The Brands may not be used in the Trade Names or Legal Names of Life Insurance Companies, or in any manner that can be reasonably interpreted as such. However, the Brands may be used as part of the Life Insurance Company's product names, in accordance with the Legal and Trade Name regulations listed above. The Brands may only be used in this way for as long as the Life Insurance Company holds a Controlled Affiliate License Agreement, applicable to the health care plans and related services.
- (b) A Licensee authorized to use the Brands for life insurance may not use them for healthcare plans and related services as defined in the License Agreements, unless it is also separately licensed by BCBSA for such services.

Symbols

1.6 Format. For Licensees licensed to use the Blue Cross and Blue Shield service marks, the Blue Cross and Blue Shield Symbols (standard and solid) should always be used together and should appear:

- (a) In the same color, size and format (e.g., solid with no interior designs, or standard with interior designs)
- (b) Side-by-side with the Blue Cross on the left and Blue Shield on the right
- (c) If space does not permit, the Symbols can be stacked with the Blue Cross above the Blue Shield, or if animation allows the Symbols can appear one after another with the Blue Cross appearing first.

1.7 Color Variations. When both the Blue Cross and the Blue Shield Symbols are used together, they must appear in the same color.

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Permitted Colors for Standard Symbols, including the interior elements:

- (a) Blue (any shade)/with white interior elements
- (b) Black/with white interior elements
- (c) White/with blue or black interior elements
- (d) Metallic colors of gold, silver or bronze can be used with the Standard Symbols for Licensee's internal awards or anniversary service milestones without BCBSA approval. Please contact BCBSA Legal Staff for any other uses of the metallic colors.



Permitted Colors for Solid Symbols:

- (a) Blue (any shade)
- (b) Translucent Blue
- (c) Translucent White
- (d) Window" graphic treatment

When using the "window" graphic treatment:

- (a) Use of the Symbols can be used solely for the purposes of sales, marketing, or advertising;
- (b) the Standard or Solid Symbols and Blue Cross and/or Blue Shield Names must also appear in the Public Communication; and
- (c) Appropriate photography guidelines apply.

Additional guidelines for how to use the translucent blue, translucent white, and "window" graphic treatment can be found on the [Brand Center](#).

Registration Indicia

1.8 Registered Marks. The Registration Indicia, ®, should appear when a registered mark is used in a Public Communication.

- (a) The Registration Indicia should be used in connection with the first or most prominent appearance of a mark in a Public Communication.



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(b) The indicia may be omitted if the use of the Symbols is rendered such that the indicia will be illegible.

1.9 Unregistered Marks. BCBSA may advise Licensees to use SM or TM to indicate rights in certain unregistered marks. If so, SM or TM should be used with the first or most prominent use of the mark. If you are uncertain as to whether a particular mark is registered, contact BCBSA Legal Staff for guidance.

1.10 Use with Names and Symbols. The Blue Cross and Blue Shield Names and Symbols are separate and independently registered. Accordingly, in all Public Communications, the Registration Indicia, ®, should appear at least once in connection with each Symbol or Name. The Registration Indicia is not necessary when the Names are used as part of a Licensee’s Signature Logo.

Derivative Marks

1.11 Derivative Marks. Are all words, phrases, names, domain names, designs and symbols of any kind that are in any manner derived from, incorporate, or are used in combination with the words Blue, Cross, Shield, BC, BS, BCBS, the Blue Cross or Blue Shield Symbols, or any non-Blue BCBSA mark. When a Derivative Mark approved for a Licensee is combined with a provider name to create a Joint Name, as provided in Chapter 4 of the Brand Regulations, the Joint Name shall not be deemed a Derivative Mark. All domain names, addresses and the like must incorporate sufficient distinctive elements so that the responsible Licensee may be distinguished from other Licensees, BCBSA and the Blues System generally. Except as related to Unlicensed Affiliate Pages, no domain name, address or the like that is comprised or consists in part of the words “Blue,” “Cross,” or “Shield,” or “bc,” or “bs” in reference to the same, may be used to provide information on unlicensed Affiliates.

Examples:

Registered Derivative Marks

Blue Choice®
Dental Blue®
FEP Blue Vision®

Unregistered Derivative Marks

CrossNetSM
FEP EngageSM
www.bcbsgeo.com

1.12 Form of Request. BCBSA owns all Derivative Marks. Accordingly, BCBSA must approve any Derivative Mark in writing prior to use. Requests for approval of Derivative Marks should be submitted on [BlueWeb](#) and should include all of the following:



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- (a) a depiction or description of the Derivative Mark and its format;
- (b) a description of the products/services for which the Derivative Mark is intended to be used; and
- (c) identification of the Licensee(s) on whose behalf the request is made

BCBSA will not approve a Derivative Mark provided:

- (a) The use would be likely to mislead or confuse the public, related to the nature of the product/service, or its intended use
- (b) The non-Blue distinguishing word or symbol is displayed more prominently than the most prominent use of the Brands. Prominence shall be evaluated by the relative size, color and visual weights of the non-Blue distinguishing word or symbol and the Brands.
- (c) Use would cause any cause confusion or mislead the public as to the Licensee responsible for the products/services
- (d) Use would imply a claim of superiority or exclusivity, if the Service Area is shared by more than one Licensee

Registration. BCBSA will register Derivative Marks at its discretion.

1.13 Non-Blue BCBSA Marks. BCBSA owns many marks in addition to the Brands and Derivative Marks, which may be used with BCBSA permission.

Examples:

Away From Home Care®

Preferred Care®

Because Health is a Big Deal®



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SUBSCRIBER IDENTIFICATION CARDS

2.1 Introduction

- (a) **Overview.** Regulations 2.1 through 2.6 describe the layout, required elements and prohibited elements for all subscriber identification cards that use the Brands and that are used in connection with underwritten or Administrative Services Only business. Under these rules, there is a Designated Area on the front of the card. There are Flexible Areas on both the front and back of the card. The Designated Area must appear in the upper left corner on the front of the ID card. Any area outside of the Designated Area is considered the Flexible Areas. Information appearing in the Designated Area is limited to certain data elements that have defined positions. The Flexible Areas allow for more options at a Licensee’s discretion. Additional information is available in the [Brand Center](#).
- (b) **Design Considerations.** Font type/size is at the discretion of the Licensee. Illustrations in the Appendix may depict a white background however, Licensees may choose to use a colored background, or to include the Licensee’s graphics and watermarks (provided such use does not conflict with other Brand Regulations).

2.2 Designated Area. Only the elements listed in this Brand Regulation are permitted to appear in the Designated Area and the format should generally conform to the illustrations provided in the Appendix and on the Brand Center. At their discretion, Licensees may use captions (e.g., subscriber name, group number, etc.) to further identify the information being provided.

(a) **Symbols.** The Blue Cross and/or Blue Shield Standard Symbols, as applicable, printed in blue, black or white ink, or the Blue Cross and/or Blue Shield Solid Symbols, printed in solid blue ink. The Symbols must be more prominent than the name, logo, product name or brand of any other entity that is permitted to appear, presented in any form (e.g., logo or text).

(b) **Names or Licensee Identification.** The Names (see Glossary) or a Licensee’s legal or trade name must be printed next to the Symbols in the Designated Area. If a Licensee opts to use the Names rather than their legal or trade name, the Licensee’s legal or trade name must appear in the Flexible Area. If used in conjunction with the Licensee’s legal or trade name, the independent licensee tagline may appear in the Designated Area.



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(c) **Subscriber Name and ID Number.** The subscriber name followed by the subscriber identification number must appear in bold-face type in the Designated Area immediately beneath the Symbols. ID cards which display the Blue Cross and/or Blue Symbols on the front of the card, must include a three-position prefix in the subscriber ID number.

2.3 Flexible Areas. The applicable elements listed below are required to appear in one of the Flexible Areas on the ID card.

(a) **Product Indicator*.** The ID card must clearly indicate the network with commonly recognized acronyms such as those described below.

- PPO products- PPO
- EPO products- EPO
- HMO products- HMO
- POS products- POS
- BlueHPN (Blue High Performance Network)
- Exchange Members with access to BlueCard PPO Basic- PPO B
- Medicare Advantage- include "Medicare Advantage" or "MA" in front of the Network Identifier

(b) Toll-free customer service number

- (i) May include the Licensee's customer service phone number, an approved Co-branding Partner's customer service number or an account specific customer service number
- (ii) Use of the BlueCard Access/Eligibility toll-free numbers on the ID cards is not considered a replacement for the toll-free customer service phone number

(c) Customer service URL which may include the Licensee's customer service URL, an approved Co-branding Partner's customer service URL or an account specific customer service URL

(d) Toll-free preauthorization and/or precertification phone number or URL, if applicable

(e) If members are required to contact a specific service provider before receipt of services, the service provider's telephone number must be included on the ID card.

(f) Claims filing instructions stating that providers must file all claims with the local Blue Cross and/or Blue Shield Licensee whose Service Area the member has received services in.



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- (g) Elements required by local, state or federal laws, regulations or requirements
- (h) The following network names (network identifiers) must appear on applicable ID cards; however, the requirement does not apply to the Inter-Plan Medicare Advantage Program:
 - (i) **For HMO and POS products only**, the name of the network Members must access to receive covered benefits is required. Licensees have the option of including managed care acronyms alongside the network name (network identifier).
 - (ii) **For EPO products with access to the Blue High Performance Network**, the Blue High Performance Network name is required.
- (i) The following disclaimers must appear on applicable ID cards:
 - (i) **Benefit Restrictions:** ID cards for members who have limited or no benefits outside the Control/Home Licensee’s Service Area, or outside a designated network, must include language stating such (e.g. “This member has no benefits outside of [geography].”))
 - (ii) **EPO Benefits-Blue High Performance Network:** ID cards for members that have EPO-style benefits when accessing the Blue High Performance Network must contain language stating that these members have limited benefits when
 - 1) accessing care from a non-Blue High Performance Network, and
 - 2) when accessing care outside the Blue High Performance Network

*To minimize confusion and ensure consistency, BCBSA is sunsetting the suitcase logos. Licensees should phase out use of the suitcase logo and identify the required Product Indicator as soon as feasible as cards are reissued

2.4 Digital ID Cards.

- (a) Digital ID cards may be provided to members and their dependents in lieu of the physical card without the need for the member’s affirmative choice provided that members are given the option to request a physical card.
- (b) The mobile functionality must include capabilities to electronically transmit (e.g. via text, mobile app or email) information to providers related to the member’s benefits. While a Licensee may choose to include all information present on a physical ID card, the minimum information required in the electronic transmittal is:



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- (i) The Blue Cross and/or Blue Shield Symbols with either the Names or a Licensee’s legal or trade name;
- (ii) Subscriber name;
- (iii) Subscriber ID number (may be displayed additionally in a machine-readable form);
- (iv) Product indicator (e.g., PPO, HMO, etc.);
- (v) Toll-Free Customer Service number;
- (vi) Any disclosures or instructions which are required to appear under Brand Regulation 2.3;
- (vii) Elements required by local, state or federal laws, regulations or requirements; **and**
- (viii) All other information that the Licensee chooses to include may appear following the above information at the Licensee’s discretion; however, digital ID cards must also not contain any elements prohibited by Brand Regulation 2.5 below.

2.5 Prohibited Elements. The following elements may not appear on any Blue-branded ID cards (whether in physical or digital format).

- (a) The name, brand or logo of a National Competitor or Primary Brand of a National Competitor unless they are solely providing PBM services, in which case the National Competitor PBM’s name, brand and/or logo may appear in relation to PBM services.
- (b) The name, brand or logo of any company appearing on the lists of companies disapproved or prohibited by BCBSA for co-branding (e.g., Brand Conflict List).
- (c) The logo of any entity whose logo contains a cross and/or shield design which conflicts with BCBSA’s registered Blue Cross and/or Blue Shield trademarks.

2.6 General Rules and Noted Exceptions.

- (a) Unless an element is expressly required by or limited by Chapter 2, all other elements are at the discretion of the Licensee.
- (b) All physical ID cards must be printed on material which meets the requirement of local, state or federal laws, regulations and/or requirements.



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- (c) If necessary, in order to accommodate the requirements of an account and after good faith efforts (in the reasonable discretion of the Licensee) to have the account accept the minimum requirements identified in this chapter, the Licensee may submit a request to BCBSA to vary from the minimum requirements. Such request shall be submitted through the Portal on [BlueWeb](#), with a description detailing the variances sought, an explanation of why the variances are being sought and a mockup of the ID card showing the requested variances. Written approval from BCBSA should be obtained prior to the issuance of the variant ID card.
- (d) With respect to government funded high risk pool programs, the Symbols, the Names and the Licensee’s name or Trade Name may appear in the top right or left corner on the front of the card or may be omitted entirely.
- (e) The subscriber name is not required on subscriber identification cards issued for Short Term Business Traveler Products sold to accounts located in the U.S. or Puerto Rico.

Short Term Business Traveler Products are defined as “short term travel, accident and sickness policies which (a) are specifically designed for and offered (i) to an individual who has coverage through a group or (ii) an employer, association or other entity, for those of its employees or members who are scheduled to travel away from the country in which he or she has his or her primary residence for six months or less, and (b) provide coverage solely to such individual, employee, or member while such person is traveling, for business purposes (including limited sojourns during such business travel), for a period of time outside of the country in which he or she has his or her primary residence.”

NWO Cards

2.7 Network Only ID Cards. Consistent with Paragraph 6 of the Primary License Agreements, use of the Brands in connection with NWO contracts may only occur within the Licensee’s Service Area. ID cards used with NWO contracts must:

- (a) not contain the prefix or other data necessary to access out-of-area programs;
- (b) not appear to have been issued by the Licensee as an underwriter; **and**



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(c) not display the Brands or the Licensee’s name on the front of the card.

On the back of the card, the Licensee’s name and the Brands may not appear in the masthead, may be no taller than the font size used for the member’s name, and must be accompanied by a disclosure that the network is in the Licensee’s Service Area (e.g., “[Geography] network provided by [BCBS of Geography]”) as well as the disclosures required under Brand Regulation 3.9.

2.8 Stand-Alone Healthcare Debit Cards. Some cards are “stand-alone” debit cards used to cover out-of-pocket costs. The card will have the nationally recognized Blue Cross and/or Blue Shield logos, along with a logo from a major debit card company such as MasterCard® or Visa®. Note that such co-branded cards are only permissible for Plans that have obtained a Debit Card License for their partner banks from the Association.



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General Requirements

This section covers information that must be included on all Public Communications.

3.1 Licensee Identification. Except for Promotional Items, all Public Communications must clearly identify the issuing Licensee(s), and must distinguish the Licensee(s) from one another.

3.2 Independent Licensee Tag Line. Public Communications containing the Brands to sell or administer Blue branded products or services must convey the fact that each Licensee is an independent Blue Cross and/or Blue Shield Licensee. This includes communications to consumers, group accounts, members, providers, and the home page of the Licensee’s website(s).

The following types of communications using the Brands are representative examples of communications which do not require the independent licensee tagline:

- Radio ads and TV ads
- Internet ads less than three square inches
- Out-of-home advertising (e.g., billboards, bus shelter advertising, etc.)
- Business cards
- Envelopes
- Promotional items

The independent licensee tagline must be easily readable by an average person.

3.3 BCBSA Tagline. All Public Communications that refer to BCBSA must convey the fact that BCBSA is an association of independent Blue Cross and Blue Shield companies.

3.4 Things to Avoid. A Public Communication must not:

- include any statement or implication that the obligations of any Licensee are backed or guaranteed by the Association or any other Licensee, except to the extent that such guarantee actually exists;
- make any reference to the Blue Cross and Blue Shield System or Association without a specific indication that it is comprised of independent Licensees; **or**



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(c) refer to the Blue Cross and Blue Shield System as a single insurer or provider of health care benefits.

Specific Requirements

3.5 FEP Communications. Communications relating to the Federal Employee Program must identify that Program.

3.6 ID Card Carriers and Mailers. All subscriber ID Card carriers or mailers must contain a statement substantially the same as the following in easily readable type:

“By accepting this card and any benefits to which this card entitles the holder, the holder acknowledges that the [policy/agreement] pursuant to which this card is issued constitutes a contract solely between [subscriber/group account/participant] and [the Licensee].”

3.7 Disclosure in Provider Contracts. Include disclosure language in all written contracts with providers which substantially communicates:

- The Licensee is an independent corporation operating under a license from Blue Cross and Blue Shield Association (BCBSA)
- The license allows the Licensee to use certain BCBSA trademarks in [geography]
- The Licensee is not contracting as an agent of BCBSA
- No person, entity or organization other than the Licensee shall be held accountable or liable to [Provider] for any of the Licensee’s obligations under this agreement.

3.8 Disclosures in Account Contracts. Include disclosure language in all written contracts with accounts and direct-pay subscribers which substantially communicates:

- The Licensee is an independent corporation operating under a license from Blue Cross and Blue Shield Association (BCBSA)
- The license allows the Licensee to use certain BCBSA trademarks in [geography]
- The Licensee is not contracting as an agent of BCBSA
- No person, entity or organization other than the Licensee shall be held accountable or liable to [Account] for any of the Licensee’s obligations under this agreement.

3.9 Administrative Services Only, Network Only. A Licensee that enters into an Administrative Services Only (“ASO”), Network Only (“NWO”), agreement must (i) disclose that it does not underwrite



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or assume any financial risk with respect to claims liability; and (ii) disclose the nature of the services and/or network access the Licensee is providing. Such disclosures must be made to the account, the account’s covered individuals, and providers and must include, at a minimum, disclosure on identification cards, benefit booklets, account contracts and explanation of benefits documentation.

In NWO agreements, the Licensee must also disclose that only its network is being made available and that no network benefits are available outside its Service Area.

Examples of appropriate disclosures under this Regulation are:

For an ASO: “[Licensee] provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.”

For an NWO: “[Licensee] provides no administrative or claims payment services and does not assume any financial risk or obligation with respect to claims. No network access is available from Blue Cross and Blue Shield Plans outside [Licensee’s] Service Area.”

3.10 Alternative Disclosure Language. Material variations in the language required under the Regulations in this chapter require BCBSA Legal’s prior approval.

3.11 Regulator’s Prohibition. If a Licensee provides sufficient evidence of a state regulator’s refusal to permit the inclusion of the disclosure language in any of the documents for which it is required under the Regulations in this chapter, BCBSA will not require the provisions for as long as the regulator prohibits compliance.

3.12 Account Refusal. If a self-funded account or an account in which a portion of the account’s Blue-branded enrollment is self-funded insists that the required ASO disclosure be omitted from the account’s member identification cards, the Licensee may omit the disclosure, provided that:

- (i) The Primary Licensee and, if applicable, the subject affiliate Licensee, enter into an indemnification agreement with BCBSA, in form and substance acceptable to BCBSA, whereby the Primary Licensee and subject affiliate Licensee indemnify, defend and hold harmless BCBSA and all other Licensees from



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and against all liability and claims of liability, including costs and attorneys' fees, arising from the account's failure or inability to pay claims as a result of the account's financial condition, including without limitation, if any of the events listed in Paragraph 15(a), clauses (i) through (viii), of the Primary License Agreements are applicable to the account (e.g., clause (i) of Paragraph 15(a) would be read as "a voluntary petition shall be filed by [account] seeking bankruptcy, reorganization ..."); **and**

- (ii) The required disclosure appears in the account contract, benefit booklets, and explanation of benefits documentation.



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Only Licensees may use the Brands. However, there may be situations in which Licensees wish to issue Public Communications jointly with unlicensed entities, such as their own subsidiaries and affiliates, or other organizations. The following Regulations are designed to ensure that the Brands retain their distinctive identity when used in the Joint Communications.

4.1 Definitions.

“Joint Communication” – Any Public Communication in which the Brands and the name or brand(s) of an unlicensed entity appear.

“Co-branding Partners” – Unlicensed entities with which a Licensee or an account/group contracts directly to provide services in support of the Licensee’s Blue Product provided that such unlicensed entities meet the Standards for Approval in this chapter.

Co-branding Partners do not include the following:

- a broker or agent for Blue Products,
- a network provider
- a vendor that offers discounts on a variety of goods and services available to both members and non-members.

Note: Vendors providing care and disease management programs and/or telehealth services are deemed Co-branding Partners under this regulation.

“Co-branded Communications” are a subset of Joint Communications with Co-branding Partners that are used: (a) in the advertising and sale of licensable products and services, or (b) in post-sale communications that provide administrative and other information to Blue Members, group accounts and/or providers about those products and services or that otherwise support the Blue Member’s experience (e.g., wellness education, health information content).

4.2 General Rules Applicable to All Joint Communications.

(a) Joint Communications may be undertaken only with companies whose nature and reputation are such that they will not reflect adversely on the reputation of the Brands or the Blue Cross and Blue Shield System.

(b) A Licensee’s Joint Communications with an unlicensed entity must be constructed so that no reasonable interpretation can be made that the unlicensed entity is the same as, affiliated with, or related to the Licensee or the Association, offers Blue Products, or is otherwise licensed to use the Brands.



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- (c) An entity licensed to use the Brands pursuant to a Debit Card License Agreement shall be treated as an unlicensed entity for purposes of this chapter.
- (d) A Licensee’s contracts that pertain to Joint Communications with an unlicensed entity must contain provisions acknowledging that the unlicensed entity has no license to use the Brands and requiring that any references to the Brands made by the unlicensed entity in its own materials are subject to review and approval by the Licensee.

4.3 Unlicensed Affiliates.

- (a) Unlicensed Affiliates may be approved as a Co-branding Partner and included in Co-branded Communications consistent with the Brand Regulations.
- (b) Communications with an unlicensed Affiliate may not state or imply that the products or services of the unlicensed Affiliate are serviced, supported or backed by the Licensee, other Licensees, the Association or the Blue System.
- (c) Except as otherwise permitted by the Brand Regulations, Joint Communications with an unlicensed Affiliate, whether emanating from the Licensee or the Affiliate, may not include any statement indicating the Affiliate’s corporate relationship to a Licensee or to the System (e.g., “a subsidiary of BCBS of Geography”; “formed by BCBS of Geography”). Use of a Permitted Disclosure under Chapter 6 in a Joint Communication with an unlicensed Affiliate shall not be considered a violation of the Brand Regulations.
- (d) With respect to a Joint Communication with an unlicensed Affiliate which is majority owned, defined as the Licensee(s) owning 51% or more of the unlicensed Affiliate, or controlled by a Licensee or Licensees (“Owner Licensee(s)“):
 - (i) An Owner Licensee may permit such unlicensed Affiliate to identify its relation to the Owner Licensee(s) (1) in a communication made directly and exclusively to a Licensee, and (2) at a gathering of Licensees which is either exclusively for Licensees or sponsored by BCBSA; or
 - (ii) If such unlicensed Affiliate provides only unlicensable services which are related to insurance or financial services, but excluding hospitals, an Owner Licensee may in its own communications make a factual disclosure in text indicating its relation to the Affiliate, provided that (1) such statements are



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made exclusively within the Licensee’s Service Area, and (2) any such statement made on the Internet appears solely on the Licensee’s website (or its licensed Affiliates’ websites).

(iii) Within six months of the initial acquisition or formation of an unlicensed Affiliate an Owner Licensee may permit the unlicensed Affiliate to have a single press event, generally not to exceed thirty days, which includes a factual statement regarding the Licensee’s ownership of the unlicensed Affiliate.

(iv) Unlicensed Affiliates may be referred to in the text of Annual Reports, but such reports must clearly identify the relationship between the Licensee and the unlicensed Affiliate and such reports may be sent outside of the service area when requested or required by law.

4.4 Prominence of the Brands in Co-Branded Communications. The Brands must be equal to or more prominent than the name or logos of Co-branding Partners in Co-Branded Communications, unless appearing as a factual reference as permitted in Chapter 4.

4.5 Co-Branded Communications.

(a) **Factual References to the Brands.** A Co-branding Partner that is contracted directly by the Licensee can make a necessary factual reference in its materials that it is providing services in connection with the Licensee’s Blue Product.

(b) **Client Lists.** Co-branding Partners contracted directly with the Licensee may include the Licensee’s name in a client list which the Co-branding Partner uses within the Licensee’s Service Area or exclusively with other Blue Licensees. Such client list may not appear on the internet unless permitted under Chapter 5.

(c) **Disclosures.** Co-Branded Communications must clearly convey that the unlicensed entity is an independent and/or separate company and state the nature of the services it provides in supporting the Blue Product.

(d) **Other Products.** Co-Branded Communications may include information about a Co-branding Partner and its policies and services that relate to supporting the Licensee’s Blue Product and Blue Members, but may not promote or market other products or services of the Co-branding Partner.

(e) **Applicability.** The Brand Regulations in this chapter shall apply



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to Co-Branded Communications produced by the Licensee, the Licensee’s brokers and agents on the Licensee’s behalf, and Co-branding Partners.

4.6 Co-branded Communications with Certain Other Entities/ Brands.

- (a) **National Competitors.** Co-branded Communications may not display a name or brand of a National Competitor (as that term is defined in the Primary License Agreements) or a derivative of such name or brand unless otherwise permitted in the Brand Regulations. This does not preclude Co-branded Communications with a subsidiary in a National Competitor’s corporate family, provided that: (i) a name or brand of the National Competitor, or a derivative thereof, does not appear (in text or logo); and (ii) such subsidiary is approved pursuant to Chapter 4.
- (b) **Primary Brand of a National Competitor.** A Primary Brand of a National Competitor shall include a derivative of a National Competitor’s name or brand. Co-branded Communications may not display the name or brand of a Primary Brand of a National Competitor. The Primary Brand list is available on [BlueWeb](#).

Example: Alpha Insurance is a National Competitor and has a subsidiary called Alpha Wellness, Inc. Alpha Wellness, Inc. would be deemed a Primary Brand of a National Competitor by definition.

- (c) **Entities in Dispute with BCBSA.** Co-branded Communications may not display the names or brands of unlicensed entities that are in dispute or litigation with BCBSA involving enforcement and protection of the Blue Brands. BCBSA shall keep a list of entities in dispute or litigation with BCBSA regarding the Blue Brands which shall be posted on [BlueWeb](#). Co-branding may not occur with entities on the list until the dispute or litigation is resolved and the entity is removed from the list, or as otherwise approved by BCBSA Brand Counsel.
- (d) **Pharmacy Benefit Managers (PBMs).** Notwithstanding Brand Regulations 4.6(a) and (b), Co-branded Communications with PBMs that are National Competitor brands are permitted. Communications with PBMs that are National Competitors may not display the PBM name or brands more prominently than the Blue Brands in any Co-branded Communication.

4.7 Co-branding Approval Process.

Introduction. The Licensee is responsible for determining the



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appropriate level (Strategic or Premier) for Co-branding Partners. The Licensee is required to complete the [Co-branding Partner form](#) to begin the process of co-branding approval or to notify BCBSA of co-branding, as applicable. While Co-branding Partners providing Designated Service Categories identified in the Co-branding Form are subject to IPP approval, all Co-branding Partners should comply with IPP policies and provisions. BCBSA staff may revise the Designated Service categories to reflect current Licensee practices.

(a) **Approval Process.**

- (i) Strategic Level. Strategic Level Co-branding Partners are rare (to date, less than 1%) and should be:
 - a. Established and well-regarded brands;
 - b. Implemented with a majority share of membership;
 - c. Prominent and across a wide range of consumer facing communications; **and**
 - d. Intended to be a long-term Co-branding Partner

Co-branding Partners at the Strategic level must be reviewed and approved for co-branding by BCBSA. In addition to completing the Co-branding Partner form, Licensee will provide a brief summary of decision factors, including any primary research results, that led to determining that the Co-branding Partner is at the Strategic level.

Approvals at the Strategic level only apply for the submitting Licensee and shall be valid for five years from the date of approval. Renewal for additional five-year periods will be granted upon notification to BCBSA by the submitting Licensee that the Licensee wishes to continue co-branding with the partner at a Strategic level.

Within 6 months after the commencement of co-branding with a Strategic level partner, Licensee shall submit representative samples of such co-branding use consisting of samples from Licensee's website use, if any, and samples of the Licensee's communication(s) most broadly distributed. Within 6 months of any renewal period, Licensee shall submit new representative samples of co-branding use.

Additionally, Licensee shall undertake consumer research to assess the impact on the Brands of co-branding with a Strategic level partner. The research will follow a methodology agreed



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between Licensee and BCBSA, and will be done no less frequently than annually.

- (ii) **Premier Level.** Any Co-branding Partner with minimal (e.g., in a disclosure) to moderate visibility and that does not meet the qualifications of a Strategic level Co-branding Partner should be submitted as a Premier level Co-branding Partner. A Licensee that wishes to co-brand with a company at the Premier level must provide notification to BCBSA by completing the [Co-branding Partner form](#).

Each Licensee shall be responsible for ensuring that the Premier level Co-branding Partner meets the standards for approval set forth in this chapter. Unless a request is in a Designated Service Category, once notice is provided to BCBSA, the Co-branding Partner will be considered as approved at the Premier level for the notifying Licensee. Approvals at the Premier level shall be valid for three years from the date of approval for the submitting Licensee. Renewal for additional three-year periods will be granted upon notification to BCBSA of a continued desire to co-brand with the partner and such entity continues to meet the co-branding criteria.

Licensees may request BCBSA's assistance with reviewing specific co-branding criteria and resolving any Brand misuse issues with Co-branding Partners.

Within 6 months after the commencement of co-branding with a Premier level partner, the submitting Licensee shall submit representative samples of such co-branding use.

- (iii) **National Competitors.** All co-branding requests for companies appearing on the National Competitor List and Primary Brands of a National Competitor List are subject to review and approval by BCBSA.

- (b) **Changes in Levels.** If the Licensee initially determines and obtains approval for the Co-branding Partner at the Premier level, but later wishes to change to the Strategic level, the Licensee shall submit a new Co-branding Partner form requesting approval at the new level.

If a Licensee wishes to change a level from Strategic to Premier the Licensee shall notify BCBSA. Upon BCBSA's confirmation of receipt of notification, the guidelines and requirements for the newly designated level shall then apply.



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(c) **Standards for Approval.** All Co-branding Partners must meet the following minimum criteria:

- (i) Financial stability- None of the events listed in Paragraph 15(a), clauses (i) through (viii), of the Primary License Agreements are applicable to such entity; and
- (ii) Not have been convicted of a felony within the past three years; and
- (iii) Not be on the list of companies disapproved or prohibited by BCBSA for co-branding (e.g., Brand Conflict, National Competitor or Primary Brands of National Competitors Lists); and
- (iv) In BCBSA's and/or the Licensee's (as applicable) reasonable business judgment does not have a reputation that through association would be likely to dilute or tarnish the unique value of the Brands; and
- (v) No impermissible use or reference to the Brands currently appears in the company's communications, including but not limited to the company's website

(d) **Scope of Approvals/Disapprovals.**

(i) **Service Categories.** Co-branding Partners will be approved for co-branding in the specific service categories for which it is submitted. If a Licensee wishes to add additional service categories to an already approved **Co-branding Partner form**, they should submit a new Co-branding Partner form listing the additional service categories prior to implementing Co-branded Communications for the additional services.

(ii) **Disapprovals.** The disapproval of a Co-branding Partner will extend to all Licensees.

(iii) BCBSA will publish the list of **disapproved Co-branding Partners on BlueWeb** and, if applicable, the corresponding service category(ies) in which co-branding with the entity is disapproved.

(e) **Updating of Approvals/Disapprovals.** BCBSA staff may make changes to prior approvals and disapprovals if an approved entity no longer meets the standards for approval set forth in Chapter 4 provided, however, that all affected Licensees shall be provided an opportunity to review and comment on staff's recommendations. If no objections are received, or if all objections are resolved, staff will adjust the approvals/disapprovals accordingly. If there are



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unresolved objections with respect to any recommendations, the matter will be referred to the Brand Committee for decision.

(f) **Phase-Out Periods.** If BCBSA determines that a Co-branding Partner is no longer approved for co-branding for a reason other than the Co-branding Partner’s standing as a National Competitor or Primary Brand of a National Competitor, the Licensee may continue to work with the company on a white-labeled basis, but must cease use of the Brands in communications which include the name or brand of the unapproved Co-branding Partner:

- (a) within six (6) months of the date of disapproval; or
- (b) at the expiration of the current term of the agreement, if it is within the six-month timeframe

If the ground for disapproval is based on the Co-branding Partner’s status as a National Competitor or a Primary Brand of a National Competitor, the Licensee may continue to work with the company on a white-labeled basis, but must cease use of the Brands in communications which include the name or brand of the unapproved Co-branding Partner, no later than:

- (a) two years from the date the entity was added to the National Competitor or Primary Brand of National Competitor list.
- (b) at the expiration of the current term of the agreement, if it is within the 2-year timeframe.

If any such agreement, by its terms, may not be amended to cease co-branding within the timeframes listed above, BCBSA will work with the Licensee to find a reasonable solution.

(g) **Appeals.**

- (i) **Right to Appeal.** A Licensee has the right to appeal a disapproval notice to the Brand Committee.
- (ii) **Appeal Procedure.** To commence an appeal, a Licensee shall submit a written request through the Brand Inquiry form on [BlueWeb](#) within thirty (30) days following the subject decision, requesting that the issue be reviewed and decided by the Brand Committee at the Brand Committee’s next regular meeting. If such request is received less than five (5) business days prior to the mailing for such meeting, the issue may be deferred to the next succeeding regular meeting of the Brand Committee.

(iii) **Permitted Co-branding While Board Appeal Is Pending.** Subject to compliance with the appeal procedure stated above:



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If a Licensee appeals a co-branding decision to the Brand Committee, while awaiting a decision by the Brand Committee the Licensee that submitted the request may begin or continue Co-branded Communications with such entity provided the other Brand Regulations related to Co-branded Communications are followed. If the Brand Committee reverses the disapproval, the Licensee may then commence and/or continue Co-Branded Communications. If the Brand Committee affirms the decision, the Licensee shall discontinue Co-branded Communications with the entity within ninety (90) days after the Board's decision unless a different phase out time is provided by BCBSA and the Brand Committee.

- (h) **No Endorsement.** Approval of a company for co-branding, is not and does not imply an endorsement of the company and does not authorize the company to refer to itself as, or imply that it is, approved by BCBSA, the Licensee, or the Blue system. As such, unless approved by BCBSA, Co-branding Partners may not use the Brands in case studies. Licensees shall take reasonable measures to ensure that their Co-branding Partners do not make such statements or issue case studies including the Brands and shall assist and cooperate with BCBSA in any enforcement measures necessary to cause a Co-branding Partner to cease making such statements. This regulation shall apply to all Co-branded Communications produced on behalf of or by the Licensee.

4.8 Brokers and Agents

- (a) Licensees may permit their authorized, non-employee sales agents and brokers to use the Brands to indicate that they are offering Blue Cross and/or Blue Shield coverage, provided that the use clearly shows that: (1) the agent/broker is offering the product of a specific Licensee in the Licensee's Service Area; (2) the agent/broker is independent of and not a part of the Licensee; and (3) if the broker/agent offers products of multiple Licensees, they may use language such as "Many Blue Cross and/or Blue Shield Companies" and identify all applicable Licensees (e.g., in a pop-up).
- (b) In any use of the Brands permitted under this Regulation, the size of the Licensee's name and the Brands may be no greater than that of other listed companies whom the agent or broker represents.



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4.9 Providers. A Licensee may authorize providers to place small signs on their premises, and to issue communications within the Licensee’s Service Area, indicating participation in Blue Cross and Blue Shield programs, provided that: (i) the signs and communications clearly identify the Licensee with which the provider is participating, and (ii) any such communications that are displayed on the Internet comply with Chapter 5. This regulation does not preclude a Licensee from participating with a provider in other types of Joint Communications that are consistent with the regulations in Chapter 4, or branding with providers as provided in Chapter 4.

4.10 Branding with Providers. For the purpose of Brand Regulation 4.10, a provider shall mean hospitals and clinics, including but not limited to, Physician Groups, and Primary Care, Specialty Care and Urgent Care clinics. For the purpose of this Brand Regulation, a provider shall not mean telehealth vendors.

(a) **Joint Name.** Licensee may create names for products, services, and/or networks that include a provider’s name in combination with another term or terms (“Joint Name”). When the other term is the Licensee’s name or the Brands, the Joint Name must include a word (or words) between the Licensee’s name or the Brands and the name of the provider (e.g., Blue Preferred Mercy), or must include a vertical line between the name of the Licensee and/or Blue Cross and/or Blue Shield and the name of the provider (e.g., BlueCross of Geo | Mercy). Alternatively, the distinction between the Licensee’s name or the Brands in the Joint Name can be created with graphics such as font treatments and/or use of color that clearly distinguish the separate nature of the Licensee and the Provider.

(i) **BCBSA Approval.** BCBSA must approve any Joint Name, in writing prior to use. BCBSA will not approve a Joint Name if its use would be likely to mislead or confuse the public as to the source or nature of the product/service for which it is intended to be used. BCBSA will not approve a Joint Name for use in a Service Area, or portion thereof, that is served by more than one Licensee if the requesting Licensee’s use of such Joint Name would be likely to imply to a substantial portion of the public in the other Licensee’s(s’) Service Area a claim of superiority or exclusivity vis-à-vis such other Licensee(s), or has already been approved for use by the other Licensee in the Service Area.

BCBSA shall not approve a Joint Name if BCBSA determines that the provider’s logo includes a cross and/or shield design



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and represents a potential conflict or confusion between the Licensee and provider in BCBSA's discretion.

(ii) **Form of Request for Joint Name.** Requests for approval of Joint Names should be submitted through [BlueWeb](#) as a Brand Inquiry and include all of the following:

- a depiction or description of the Joint Name and its format;
- a description of the products, services and/or network for which the Joint Name is intended to be used;
- identification of provider, the geographic location of the provider, and any of its affiliates that intend to use the Joint Name; and
- identification of the Licensee(s) on whose behalf the request is made.

(iii) **Disclosures.**

- All communications from the Licensee or provider for products, services, and/or networks that include a Joint Name must be accompanied by factual statements about the nature of the relationship between the Licensee and provider and the advantage or benefits to the member/public.
- When a provider, including any of its affiliates, has facilities in more than one Service Area location use of the Joint Name must be accompanied by statement explaining that the benefits apply to the location of the provider having the relationship with the Licensee in the Licensee's Service Area.

(iv) **Service Area.** The Joint Name can be used by both the Licensee and provider to describe the relationship between Licensee and provider in the Licensee's Service Area or on locally focused websites and digital media, likely to be viewed by consumers or members who reside in Licensee's Service Area.

(v) **Agreement with Provider.** Licensee is responsible for entering into written agreement with a provider regarding the use of the Joint Name (the "Provider Agreement"). The Provider Agreement must at a minimum include the following branding guidelines set forth in Chapter 4, and include the following provisions:

- The Licensee has the right to use the Brands pursuant to a License Agreement with BCBSA, and BCBSA retains all rights in the Brands, including any Derivative Marks included in the Joint Name.



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- The provider must cease all use of the Joint Name within 90 days of termination of the Provider Agreement.
- (b) **Standards for Branding with Providers.** All providers must meet the following minimum criteria:
- Financial stability- None of the events listed in Paragraph 15(a), clauses (i) through (viii), of the Primary License Agreements are applicable to such entity; **and**
 - Not have been convicted of a felony within the past three years; **and**
 - In the Licensee’s (as applicable) reasonable business judgment does not have a reputation that through association would be likely to dilute or tarnish the unique value of the Brands; **and**
 - No impermissible use or reference to the Brands currently appears in the company’s communications, including but not limited to the company’s website; **and**
 - Not be a National Competitor or an entity in dispute or litigation with BCBSA as prohibited under Chapter 4.
- (c) **Joint Venture (JV) Description.** Notwithstanding Brand Regulation 4.3(c), when a joint venture between a Licensee and a provider results in an entity that is formed and licensed to use the Brands, the Licensee, the licensed JV, and the provider may each identify both the Licensee and the provider as owners of the JV in their communications regarding the licensed JV. Such identification may only be made in the Service Area of the Licensee.
- (d) **Factual Descriptions.** Factual statements can be made by both the Licensee and the provider regarding their investments and relationships with one another. These statements must be confined to the Licensee’s Service Area and must comply with the Brand Regulations. The provider is allowed to display the Licensee’s logo, ensuring it is not more prominent than the provider’s logo. In overlapping Service Areas, communications must avoid causing confusion about the independence of the Licensees. The Licensee is required to include a provision in its agreement with the provider, ensuring compliance with Brand Regulations and restricting the provider’s use of the Brands to what is authorized by the Licensee.



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5.1 Definition; Applicability. Communications, advertisements, information, links, metatags, or other material contained on computer networks, including the Internet, extranets and intranets, other than a Licensee’s internal network, (collectively, the “Internet”) are Public Communications. Subject to the provisions of this Chapter, all use of the Brands on the Internet must comply in all other respects with the Brand Regulations.

5.2 Use of the Brands on the Internet by Licensees.

- (a) Licensees may use the Brands on their Internet site(s)
- (b) Licensees may use the Brands on their social media pages which clearly identify the Licensee and include the independent licensee tagline
- (c) The Brands must be more prominent than the names or brands of any third-party appearing on the Licensee’s Internet site(s) or social media.

5.3 Mobile Apps. The Brands may be used in the App store for Licensees to provide branded Mobile Apps provided that:

- (a) If the name and/or icon for the Mobile App contains the Brands, such name and/or icon clearly distinguishes the Licensee from other Licensees.
- (b) If the App Store owner requires the Mobile App seller to be identified by a Licensee’s Legal Name or Trade Name that is not otherwise coupled with the Brands, that name may appear in the minimum occasions, prominence and size as required by the operator of the App Store and will not constitute coupling for the purposes of Chapter 6.
- (c) The first paragraph of the description of the Mobile App in the App Store conveys that the Mobile App is intended for use by the Licensee’s members and/or persons/entities located within the Licensee’s Service Area (e.g., “for residents of geography”; “for BCBSGeography members”; “for health care providers in geography”).

5.4 General Guidelines for Use of the Brands on the Internet by Unlicensed Entities

- (a) Use of the Brands by unlicensed entities on the internet should follow the Brand Regulations related to Joint Communications found in Chapter 4.
- (b) Any use of the Brands by unlicensed entities as permitted in Chapter 5 should clearly identify the responsible Licensee.



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- (c) If use of the Brands is consistent with the Brand Regulations, the Licensee may grant unlicensed entities permission to use the Brands on social media.
- (d) Unlicensed entities shall take measures to ensure that permitted advertisements using the Brands on the internet are geotargeted to the Licensee’s Service Area.
- (e) Unlicensed entities may not include the Brands in client lists, testimonials or case studies on the internet.
- (f) Licensees are responsible for monitoring third-party use of the Brands which they have authorized and assisting BCBSA with any necessary compliance and enforcement efforts.

5.5 Use of the Brands on the Internet by Co-branding Partners.

- (a) Co-branding Partners may use the Brands on their internet site to provide members and/or providers with information regarding the products and/or services they are providing to support the Blue Product, but may not be used for sales or marketing services.
- (b) The Co-branding Partner’s site must clearly and prominently disclose that the Co-branding Partner is responsible for the site (e.g., in the privacy policies that govern the site, via pop-up box or other transition page).
- (c) The page(s) using the Brands may not include links to or information about other products or services of the Co-branding Partner.

5.6 Use of the Brands on the Internet by Providers.

Contracted Providers may use the Brands on the Provider’s internet site or social media page to indicate that they are in-network with or accept insurance from the Licensee.

5.7 Use of the Brands on the Internet by Agents/Brokers.

- (a) The Brands may appear on the internet site or social media page of an outside authorized agent/broker to indicate that they are offering Blue Cross and/or Blue Shield coverage.
 - (i) The Brands may not appear in the name, “about” (or similar) section, or profile image of their social media page.
 - (ii) The size of the Licensee’s name and the Brands may be no greater than that of other listed companies whom the agent/broker represents.
- (b) Such site must clearly indicate that the agent/broker is independent from the Licensee.



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5.8 Use of the Brands on the Internet by Accounts. Existing accounts may use the Brands on their internet site to provide information about Blue Products and services offered to employees.

5.9 Other Permitted Uses of the Brands on the Internet.

- (a) In the online version of a peer-reviewed journal in which a scholarly article authored or co-authored by the Licensee or one of its employees has been published.
- (b) The internet site of a community service organization to identify the Licensee as contributing support to the organization's programs in the Licensee's Service Area. The programs for which the Licensee is identified must be limited to supporting healthcare, physical and emotional health and wellness, and access to care.
- (c) The internet site of a national or regional organization to identify the Licensee as a member or contributor to programs and initiatives that advance access, quality, and/or affordability for healthcare. The Licensee's name/logo may appear only in a listing of members or contributors for those programs or initiatives.
- (d) The internet site of a company that provides bill payment services for consumers with which the Licensee has contracted to receive member payments. The Brands may appear solely for the purpose of identifying the Licensee as a company for which the third party accepts payment.
- (e) On internet health insurance sales, distribution and enrollment channels, or sections of such channels, that are limited to (a) individuals or (b) groups that can be served by the responsible Licensee within its Service Area, excluding groups that are or would be National Accounts.
- (f) On the national website of pharmacies that list health plans whose coverage the pharmacies accept.
- (g) On an internet site, or section of such site, that is intended for use primarily by residents or businesses of a geographic area within the responsible Licensee's Service Area or intended primarily to provide information about a geographic area within the responsible Licensee's Service Area.



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5.10 Lead Generation Requirements. Prior to engaging in any sales transactions on a Licensee’s Web site, the responsible Licensee must determine whether the Internet user is one that can be served with Branded products or services and, if the responsible Licensee cannot serve such user, the Internet user must, at that point, be redirected to (a) the Licensee that can serve the user with Branded products or services, or (b) to the Association.

5.11 Top Level Domains (TLD). Licensees cannot apply to own and operate a Top Level Domain that consists of, or uses, a Derivative Mark. This pertains to domains that appear to the right of the final dot. For examples, Licensees cannot apply to own “.bluecrossofgeography” or “.bcbsofgeography.” For clarification, this does not prevent Licensees from registering second level domains as authorized under the Brand Regulations in Chapter 1.

Linking

5.12 To Unlicensed Affiliates. With the exception of Unlicensed Affiliate Pages, network providers, and Co-branded Communications, links are prohibited between or among (a) any website, page, screen, advertisement or similar listing that contains any of the Brands, and (b) any website, page, screen, advertisement or similar listing of an unlicensed Affiliate.

5.13 Unlicensed Affiliate Page. A Licensee’s website may include a “Unlicensed Affiliate Page” listing unlicensed Affiliates. Each such unlicensed Affiliate may only be identified by its Legal or Trade Name and a very brief description of the nature of the unlicensed Affiliate’s business, which may not describe the geographic area served by the unlicensed Affiliate. The listing and/or description may include a hyperlink to the unlicensed Affiliate’s website. The Brands must be displayed on the Unlicensed Affiliate Page with greater emphasis than the name of any unlicensed Affiliate. An Unlicensed Affiliate Page must be constructed so that no reasonable interpretation can be made that an unlicensed entity is licensed to use the Brands. There may only be one Unlicensed Affiliate Page on each Primary Licensee or Affiliate Licensee’s website.

If a Primary Licensee’s name is not coupled with the Brands (see Chapter 6), placing an Unlicensed Affiliate Page on the Primary Licensee’s website shall not be deemed to have coupled the Primary Licensee’s name with the Brands, provided that the Brands do not otherwise appear on the website.



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UNCOUPLING REGULATIONS

UNCOUPLING REGULATIONS

(adopted by the BCBSA Board and Member Plans on November 18, 1999)

Basic Rules

6.1 Names of Licensees and Other Uses. A Licensee or one of its Affiliates that uses a non-Blue distinguishing word or symbol with the Brands in a Legal Name or Trade Name or signature, or in any other manner, *e.g.*, display of the independent licensee tagline, (see [Appendix E, Illustration 1a](#)), using the Symbols on letterhead, (see [Appendix E, Illustration 1b](#)), use of the Brands in sales, marketing or administrative materials, (referred to as “coupling” the non-Blue distinguishing word or symbol with the Brands) shall not use the same non-Blue distinguishing word or symbol without the Brands (referred to as “uncoupling” of the non-Blue distinguishing word or symbol from the Brands) except that a Licensee or one of its Affiliates can use such non-Blue distinguishing word or symbol in its Legal Name: (a) for purposes other than the sale, marketing or administration of any products or services, or (b) where required by applicable law, or (c)) as provided in Brand Regulation 5.3 or 5.13. Nothing in this regulation prohibits the use of the Brands with a non-Blue distinguishing word or symbol, which practice is recognized and permitted. Notwithstanding the forgoing, when the Brands are combined with a provider name, as provided in Brand Regulation 4.10, the Joint Name shall not be deemed coupled, and the provider name, word or symbol can be used without the Brands.

Example 1:

A Licensee’s Trade Name is “Acme Blue Cross and Blue Shield.” It may not use the Trade Name “Acme Health Insurance” without the Brands.

[Explanation: Once a non-Blue distinguishing word or symbol, such as “Acme,” is used with the Blue Brands in a name, it cannot be used without the Brands in any manner except as otherwise permitted in 6.3 through 6.4 below.]

Example 2:

A Licensee’s Trade Name is “Acme Health Plans [Blue Cross symbol] [Blue Shield symbol].” Neither the Licensee nor any of its Affiliates may use the Trade Name “Acme” without the Brands, but they may use the phrase “Health Plans” in their names without the Brands because the phrase is not a distinguishing word or symbol.

[Explanation: Use of a distinguishing non-Blue word or symbol such as “Acme” with the Symbol marks also means that such word or symbol cannot be used without the Brands except as

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otherwise permitted in 6.3 through 6.4 below. The rule does not apply, however, to non-distinguishing words such as “Health Plans,” “HMO,” “PPO.” Thus, the phrase “Health Plans” may be used without the Brands even if used with the Brands within the Service Area because “Health Plans” is not a distinguishing word or symbol.]

Example 3:

A Licensee uses “Acme Health Plans” in its Service Area on its letterhead with the tagline appearing in fine print at the bottom of the letterhead: “An Independent Licensee of the Blue Cross Blue Shield Association.” No other reference to the Brands appears on the letterhead. The Licensee has coupled the Brands with “Acme” and therefore may not use “Acme” without the Brands on core products and services.

[Explanation: Use of a non-Blue distinguishing word or symbol even with a Blue tagline in fine print at the bottom of the page is an example of use “in any other manner” within the meaning of this rule. Accordingly, “Acme” could not be used without the Brands except as otherwise permitted under 6.3 through 6.4.]

6.2 Names of Products or Services. A Licensee or one of its Affiliates that uses a non-Blue distinguishing word or symbol as a part of the name of a product or service offered in combination or association with or under the Brands shall not use the same non-Blue distinguishing word or symbol without the Brands.

Example 1:

Blue Cross and Blue Shield of Geography is offering a new line-of-business HMO under the Brands entitled “Excellent HMO.” It may not offer “Excellent HMO” without the Brands.

[Explanation: Even if the Blue word marks are not incorporated into the product name “Excellent HMO,” “Excellent” may not be used without the Brands because the product is being sold within the Plan’s service area with the Brands]

Example 2:

Blue Cross and Blue Shield of Geography is offering an HMO entitled “Blue HMO” in its Service Area. The Plan may offer “Acme HMO” without the Brands.

[Explanation: “HMO” is not a distinguishing word or symbol and therefore is not subject to the rule prohibiting uncoupling.]



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6.3 Permitted Disclosure. Notwithstanding Regulations 6.1 and 6.2, a non-Blue distinguishing word or symbol shall not be considered coupled with or uncoupled from the Brands if the use of the non-Blue word or symbol is a factual disclosure of ownership required by law.

- (a) This disclosure must only meet the minimum requirements of the corresponding state or federal statute or regulation, court order or other legal requirement.

Conditions:

- (i) Absent a minimum requirement imposed by a state or federal statute or regulation, court order or other legal requirement, the disclosure must appear in non-stylized black text only and appear as a footnote, at the bottom of the page, no larger than 12 point font; **and**
 - (ii) Upon reasonable request by BCBSA, Licensee will provide information to substantiate the required disclosure consistent with this Regulation, and, if applicable, representative samples of the types of uses required must be provided along with a listing of the types of communications that require such disclosures during each Licensee’s Brand Use Review.
- (b) Notwithstanding Regulation 4.3 and this Brand Regulation 6.3, a text-only factual disclosure of corporate structure as may be required in contracts, requests for proposal or other legal documents that are non-public facing is permitted in the appropriate or customary section of such document, e.g., in company structure section of a response to RFP.
- (c) Notwithstanding the above requirements and notwithstanding Brand Regulation 4.3(c), a statement of corporate affiliation may appear in text only, with no logo adjacency, for the following written Public Communications applicable to Medicaid lines of business:
- (i) Post enrollment materials and communications, which includes web-based materials and communications so long as statement appears only after member sign in.

Examples of uses compliant with this section appear in [Illustration 2\(a\)-2\(d\) in Appendix E](#).

A Licensee’s use of the permitted tagline under existing 6.3 shall be phased out by no later than November 20, 2022.



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6.4 Core Products and Services.

(a) The foregoing rules 6.1 through 6.3 shall apply only to uses of non-Blue words or symbols in the sale, marketing or administration of Core Products or Services. Core Products or Services shall mean health care plans and related services as defined in Paragraph 1 of the License Agreements and shall include, but not be limited to the sale, marketing or administration of: (a) medical/surgical coverage, (b) hospital coverage, (c) major medical coverage, (d) Medicare or Medicaid risk coverage, (e) Medicare supplemental coverage, (f) dental, drug, mental health, vision or hearing coverage, (g) any HMO, PPO or other managed care plan, and (h) the delivery of health care services (i) stop loss insurance, and (j) pharmacy benefit management. Core Products or Services shall also include the delivery of hospital services. Core Products or Services shall not include: (1) benefit management only services (e.g., utilization review), excluding pharmacy benefit management (2) administering or underwriting non-health coverages (e.g., life insurance), (3) workers' compensation coverage, (4) brokerage services for non-health coverages or other non-health products or services, (5) charitable foundations, (6) real estate, software or investment services (7) COBRA administrative services, and (9) healthcare analytic and business intelligence products and analytic consulting services, including data collection, data aggregation and analytic intelligence in the fields of medicine and healthcare.

(b) Phase-In Period.

1. Licensees shall have until June 17, 2022 to cease any current use of an uncoupled distinguishing non-Blue word or symbol in connection with the sale, marketing or administration of stop loss insurance.
2. Licensees shall have until June 17, 2023 to cease any current use of an uncoupled distinguishing non-Blue word or symbol in connection with the sale, marketing or administration of pharmacy benefit management services.

Example 1:

Acme Blue Cross and Blue Shield may sell Acme Life Insurance without the Brands inside and outside of its Exclusive Service Area.

[Explanation: Life Insurance is not a "Core" Product or Service.]



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Example 2:

Acme Blue Cross and Blue Shield may sell Acme workers' compensation coverage using the marks inside its Service Area and sell Acme workers' compensation coverage without the marks outside of its Exclusive Service Area.

[Explanation: Workers' compensation coverage is not a "Core" Product or Service]

Amendments for Basic Rules

6.5 Voting Requirements. Regulations 6.1 through 6.4 may only be changed or rescinded upon approval of the BCBSA Board and three-fourths of the Regular Members present and voting (on a one vote per Regular Member basis) as defined in the BCBSA Bylaws.

Coupling Prominence Requirements

6.6 Names of Licensees. A Licensee or one of its Affiliates that uses a non-Blue distinguishing word or symbol with the Brands in a Legal Name or Trade Name or signature, or in any other manner, shall not display such non-Blue distinguishing word or symbol more prominently than the most prominent use of the Blue Cross or Blue Shield Names, Symbols or Derivative Marks accompanying such non-Blue distinguishing word or symbol.

Example 1:

A Licensee may not use a Trade Name

in the following manner:

ACME Blue Cross Blue Shield

[Explanation: The non-Blue distinguishing word or symbol "Acme" is being displayed more prominently than the Blue word marks and therefore this name would not be permitted unless the size of the words are changed. The name "Acme Blue Cross Blue Shield" is permitted if the non-Blue word "Acme" is the same size as the Blue words.]

6.7 Names of Products or Services. A Licensee or one of its Affiliates that uses a non-Blue distinguishing word or symbol as a part of the name of a product or service offered in combination or association with or under the Brands shall not display such non-Blue distinguishing word or symbol more prominently than the most prominent use of the Blue Cross or Blue Shield Names, Symbols or Derivative Marks



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accompanying such non-Blue distinguishing word or symbol.

Example 1:

Acme Blue Cross and Blue Shield may not offer a product that is displayed under the following name:

EXCELLENT HMO [Blue Cross Symbol][Blue Shield Symbol]

[Explanation: Symbols are not displayed in same size as name of product. If the Symbols are displayed in the same size as the phrase "Excellent HMO" the name would be permitted]

6.8 Core Products and Services. The foregoing rules 6.6 through 6.7 shall apply only to uses of non-Blue words or symbols on Core Products or Services. Core Products or Services shall mean health care plans and related services as defined in Paragraph 1 of the License Agreements and shall include, but not be limited to the sale, marketing or administration of: (a) medical/surgical coverage, (b) hospital coverage, (c) major medical coverage, (d) Medicare or Medicaid risk coverage, (e) Medicare supplemental coverage, (f) dental, drug, mental health, vision or hearing coverage, (g) any HMO, PPO or other managed care plan, and (h) the delivery of health care services. Core Products or Services shall also include the delivery of hospital services. Core Products or Services shall not include: (1) benefit management only services (e.g., pharmacy benefit management, utilization review), (2) administering or underwriting non-health coverages (e.g., life insurance), (3) workers' compensation coverage, (4) brokerage services for non-health coverages or other non-health products or services, (5) charitable foundations, (6) real estate, software or investment services, (7) COBRA administrative services, (8) stop loss insurance, and (9) healthcare analytic and business intelligence products and analytic consulting services, including data collection, data aggregation and analytic intelligence in the fields of medicine and healthcare.



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Under the Medicare Modernization Act, companies may apply to the Centers for Medicare and Medicaid Services (“CMS”) to be awarded a contract to offer Medicare Advantage PPO (“MAPPO”) products in a geographic region designated by CMS or to be awarded a contract to offer Medicare Part D Prescription Drug Plan (“PDP”) products in a geographic region designated by CMS. Some of the CMS-designated regions include the Service Areas, or portions thereof, of more than one Licensee. The Regulations in Chapter 7.1-7.7 govern the use of the Brands in connection with such products.

Medicaid is a joint federal-state program where each state is responsible for running its own program. Some state designated regions for Medicaid programs include the Service Areas, or portions thereof, of more than one Licensee. The Regulations in Rules 7.8-7.10 govern the use of the Brands in connection with statewide Medicaid product offerings when the state includes the Service Area, or portions thereof, of more than one Licensee. These Regulations only apply when a state requires Medicaid products to be offered on a statewide basis and where there is no single Licensee that may apply due to Service Areas.

7.1 Contracts with CMS. A Licensee may use the Brands to apply for, participate in an application for, or execute a contract with CMS to offer regional MAPPO products or regional PDP products in a CMS-designated region (“Region”) provided that the contract is for the offering of such products on a Blue-branded basis throughout the Region. In order for such products to be offered under the Brands, a Licensee must underwrite and issue the policies.

7.2 Consent and Participation. In order for a Licensee to offer regional MAPPO products or regional PDP products on a Blue-branded basis in a Region that includes geographic areas outside of the Licensee’s Service Area, the Licensee must obtain the consent and participation of enough other Licensees in the Region such that for each such geographic area in the Region a Licensee that is licensed to use the Blue Cross and/or Blue Shield Brands in such geographic area consents to and participates in the offering of the products. For purposes of this regulation, the term “participation” requires more than mere consent. Participation can take many forms including, for example, offering a network of providers, risk-sharing through re-insurance agreements, or providing operational or sales support.

7.3 Non-Consenting, Non Participating Licensees. If in any geographic area in the Region a Licensee that has the exclusive rights to one of the Brands (e.g., the Blue Cross marks) does not consent and participate, the consenting and participating



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Licensees may not use that Brand in that geographic area. In the event that a violation of such non-consenting and non-participating Licensee’s exclusive Service Area rights occurs in connection with the regional MAPPO products or regional PDP products offered by the consenting and participating Licensees in the Region, and such violation is caused, directly or indirectly, inadvertently or intentionally, by any of the consenting and participating Licensees, any of their parent Plans, such parent Plan’s other Licensed Affiliates, or CMS, all of the consenting and participating Licensees shall be held jointly and severally liable for the violation. For ease of reference the term “Brands” (in the plural) is used in other regulations in this Chapter 7. Notwithstanding such use, all references to the term “Brands” shall be read as qualified by and subject to the provisions of this Regulation 7.3.

- 7.4 Use of the Brands Throughout a Region.** If the consenting and participating Licensees agree, they may use their names containing the Brands on the MAPPO and PDP product materials distributed throughout the Region.
- 7.5 Use of the Brands for State Licensure.** Except as permitted under the Controlled Affiliate License Agreement Applicable to Regional MAPPO Products or the Controlled Affiliate License Agreement Applicable to Regional Part D Prescription Drug Plan Products (which grant the Controlled Affiliate the right to use the Brands throughout a Region for, respectively, regional MAPPO products and regional PDP products), a Licensee may not become licensed as an insurer in a state outside of its Service Area under a Legal Name or Trade Name that contains the Brands. Subject to the uncoupling regulations, a Licensee may obtain state insurance licensure in states outside of its Service Area under a non-Blue name. Thus, if a consenting and participating Licensee has a non-Blue name under which it can obtain state insurance licensure in states outside of its Service Area, the consenting and participating Licensees may agree to designate such Licensee to be the single risk-bearing entity to issue the product policies under the Brands throughout a Region.
- 7.6 Use of the Brands Outside a Region. (removed 6/23)** [Intentionally left blank. Now covered in Primary License Agreements.]
- 7.7 No Expansion of Rights. (removed 6/23)** [Intentionally left blank. Now covered in Primary License Agreements.]
- 7.8 Statewide Medicaid Offering.** In order for a Licensee to offer or participate in the offering of Medicaid products on a Blue-branded basis in a statewide offering that includes geographic areas outside of the Licensee’s Service Area: (i) the products must be offered



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on a Blue-branded basis throughout the entire state; and (ii) the Licensee must obtain the consent and participation of enough other Licensees in the state such that for each such geographic area in the state, a Licensee that is licensed to use the Blue Cross and/or Blue Shield Brands in such geographic area consents to and participates in the offering. In order for such products to be offered under the Brands, a Licensee must underwrite the risk. For purposes of this regulation, the term “participation” requires more than mere consent and may take many different forms.

7.9 Use of the Brands Throughout the State. If the consenting and participating Licensees agree, they may use their names containing the Brands on Medicaid product materials distributed throughout the State-designated area.

7.10 Compliance with Inter-Plan Programs Policies and Provisions. Nothing in this chapter supersedes the Inter-Plan Policies and Provisions. Licensees are encouraged to work with BCBSA to ensure support and adherence to the Regulations set forth above.



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SHORT-TERM LIMITED DURATION PLANS

The Regulations in this chapter govern the use of the Brands in connection with short-term limited duration plans with terms over 90 days (STLDs). Except as specified in this chapter, all other Regulations continue to apply.

- 8.1 Minimum Requirements.** A Licensee may use the Brands for STLDs so long as such offerings:
- (a) Do not use underwriting to result in the denial of coverage or if so, that same Blue Licensee (either itself or through an affiliate), provides an ACA compliant alternative in the market; **and**
 - (b) Limit rescissions, and claim denials based on rescissions, to an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact as defined below in 8.2; **and**
 - (c) Include outpatient prescription drugs and mental health benefits; **and**
 - (d) Contain a lifetime maximum of no less than \$1 million.
- 8.2 Rescissions.** Rescissions and claim denials based on rescissions on STLDs shall be consistent with requirements in Section 2712 of the Public Health Service Act (42 § U.S.C. 300gg-12) and 45 C.F.R. § 147.128 of the Code of Federal Regulations or their successors.
- 8.3 Disclaimers on ID Cards.** Subscriber ID cards for STLDs shall comply with Inter-Plan Programs Policies and Provisions regarding benefit restrictions in cases of limited or no benefits, if applicable



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REGIONAL MEDICARE AND STATEWIDE MEDICAID PRODUCTS

The Regulations in this chapter govern the use of the Brands in connection with agreements with third parties for rights to name a permanent physical facility that is not owned or leased by a Licensee for corporate employment purposes, including but not limited to a building, sports arena, theater, stadium, and the like (Naming Rights Agreement). Nothing in this chapter supersedes the Primary License Agreement, including the Brand Regulations and the Inter-Plan Policies and Provisions. Licensees are encouraged to work with BCBSA to ensure support and adherence to the guidelines set forth below.

- 9.1 General Guidelines.** Licensees may enter into a Naming Rights Agreement, subject to the following guidelines. These guidelines provide general rules applicable to use of the Brands and do not cover every possible circumstance.
- (a) The physical facility must be located within a Licensee’s Service Area, and primarily be used for sporting events, entertainment, physical recreation, civic, cultural and charitable activities, museums or education.
 - (b) The Licensee must ensure that the principal ownership groups and operating managers of the facilities and/or all third parties to the Naming Rights Agreement (Owners) meet the following criteria:
 - (i) Financial stability; None of the events listed in Paragraph 15(a), clauses (i) through (viii), of the Primary License Agreements are applicable to such entity; **and**
 - (ii) Have not been convicted of a felony within the past three years; **and**
 - (iii) In the Licensee’s reasonable business judgment does not have a reputation that through association would be likely to dilute or tarnish the unique value of the Brands; **and**
 - (iv) No impermissible use or reference to the Brands currently appears in the Owner’s communications, including but not limited to the Owner’s website; **and**
 - (v) Not be a National Competitor or an entity in dispute or litigation with BCBSA as prohibited under the Brand Regulations.
 - (c) Licensees may not enter into Naming Rights Agreements if the primary purpose of the facility is associated with activities or events likely to tarnish the reputation or value of the Brands, such as a casino.



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- (d) A non-blue distinguishing word or symbol that has been coupled with the Brands shall not be used to name a facility outside of the Licensee's Service Area

9.2 Agreement Guidelines. Naming Rights Agreements must include the following provisions:

- (a) BCBSA owns all rights in the Brands and the Licensee has the right to use the Brands in its Service Area pursuant to a License Agreement with BCBSA (License Agreement). BCBSA retains all rights in the Brands and all use of the Brands pursuant to the terms of the Naming Rights Agreement inures to the benefit of BCBSA.
- (b) If the Licensee's License Agreement terminates for any reason, all use of the Brands pursuant to the Naming Rights Agreement must cease upon notice to the Owner from the Licensee or BCBSA.
- (c) The Licensee has the right to terminate the Naming Rights Agreement for cause, including but not limited to if the Naming Rights Agreement no longer meets the criteria set forth in 9.1(b) and 9.1(c) and use of the Brands by the Owner must cease upon termination.
- (d) The Licensee has the right to terminate the Naming Rights Agreement if it receives notice from BCBSA that the Licensee Agreement with BCBSA has been terminated.
- (e) The Licensee has the right to approve the presentation and use of the Brands in signage, advertising, tickets, and all other materials or items bearing the Brands to ensure the use and quality standards of the Brands are maintained, and are consistent with License Agreement and the Brand Regulations.
- (f) The Licensee has the exclusive naming rights on or within the facility over entities primarily providing competitive or related goods or services.
- (g) The Licensee has the right to temporarily reduce, when feasible, the prominence of the Brands on signage and associated materials for events that it deems potentially controversial or otherwise reflecting negatively on the Brands.
- (h) The Licensee shall provide BCBSA a copy of its Naming Rights Agreement and any renewals thereof. Business confidential information may be redacted.



NAMING RIGHTS AGREEMENTS

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9.3 Brand Regulations. Regulations 9.1-9.2 (a)-(g) shall not apply to Naming Rights Agreements executed prior to adoption of Chapter 9. However, the Licensee shall incorporate the aforementioned guidelines into any such prior agreement at the time of renewal or by an addendum prior to renewal, if deemed appropriate by the Licensee. Notwithstanding the foregoing, provision 9.2 (f) may be excluded if it conflicts with any existing naming rights agreements the Owner may have with third parties prior to the renewal. Further, the Licensee shall provide BCBSA with a copy of its Naming Rights Agreement(s) and any addendums or renewals thereof.

BCBSA has a model naming rights agreement that it can provide Licensees upon request. All such requests may be sent to BCBSA at BrandRequests@bcbsa.com.



SUBSCRIBER
ID CARD
ILLUSTRATIONS

MEMBER ID CARD ILLUSTRATIONS

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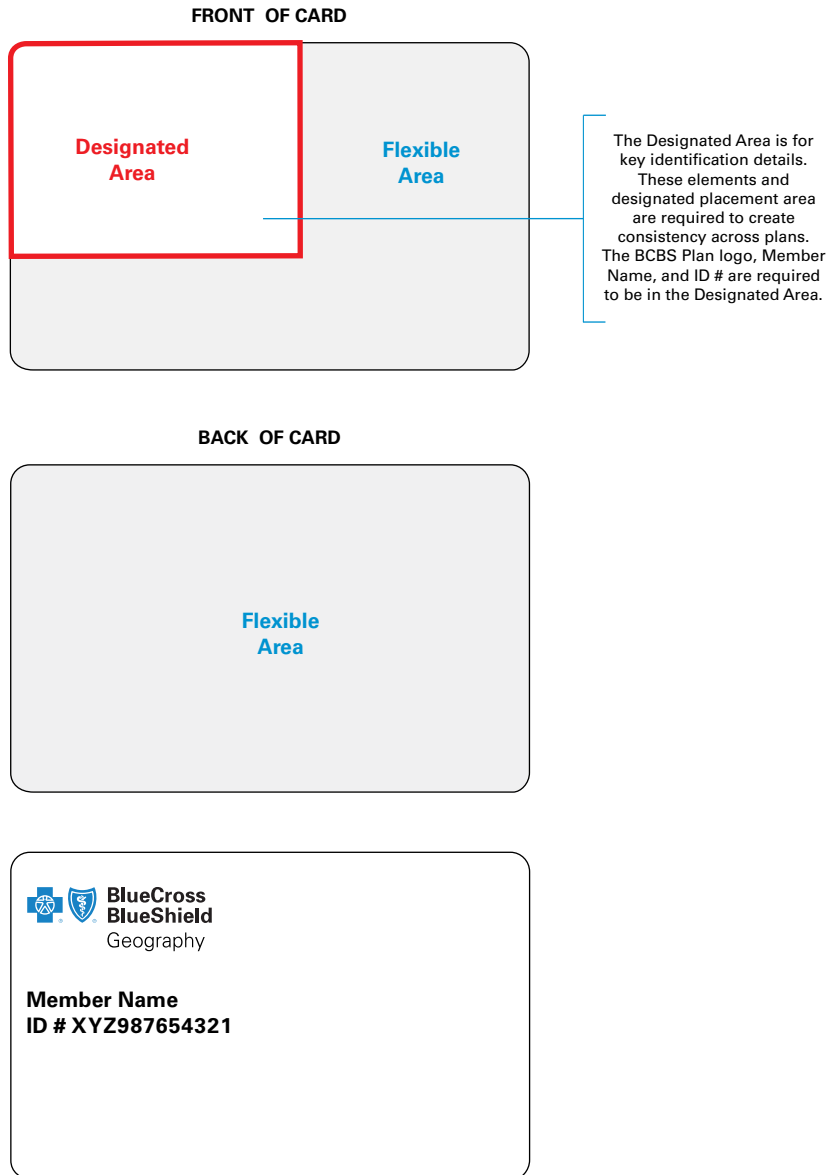
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STANDARD ID CARD

Illustration 1. Designated and Flexible Areas






SUBSCRIBER ID CARD ILLUSTRATIONS


STANDARD ID CARD

Illustration 2a. Mandatory Elements PPO

FRONT OF CARD



Member Name JOHN SAMPLE	Network	In	Out
	Deduct Ind/Fam	1,000/2,000	3,500/7,000
ID # XYZ987654321	Max OOP Ind/Fam	2,000/4,000	5,000/10,000
Group No. 567890			
Dependent(s) JANE SAMPLE JAMES SAMPLE JESSICA SAMPLE	RxBIN 610455	RxPCN CHM	RxGRP CAPLR

PPO 

BACK OF CARD

BLUEPLANGEO.COM
Customer Service **1-800-234-5678**
Pre-certification **1-800-987-6543**

PBM Name **1-800-123-3210**

Hospitals or Physicians
File claims with local Blue Cross and/or Blue Shield Plan.

Blue Cross and Blue Shield of Geography
P.O. Box 01234-1234
City, State Zip Code

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STANDARD ID CARD

Illustration 2b. Mandatory Elements HMO

FRONT OF CARD

		HMO	
Member Name JOHN SAMPLE		Product/Network Name Primary Provider Name 1-800-987-7654 PCP/SPEC Copay \$0/\$45 ER \$200 Prevention \$0	
ID # XYZ987654321 Group No. 567890		RxBIN 610455 RxPCN CHM RxGRP CAPLR PBM Name 1-800-123-3210	
Dependent(s) JANE SAMPLE JAMES SAMPLE JESSICA SAMPLE			

BACK OF CARD

BLUEPLANGEO.COM
 Customer Service **1-800-234-5678**
 Pre-certification **1-800-987-6543**

Hospitals or Physicians
 File claims with local Blue Cross and/or Blue Shield Plan.
 This member has no benefits outside of geography.

Blue Cross and Blue Shield of Geography
 P.O. Box 01234-1234
 City, State Zip Code

QR CODE

Illustration 3.

		HMO	
Member Name JOHN SAMPLE			Group No. 567890
ID # XYZ987654321			
Dependent(s) JANE SAMPLE JAMES SAMPLE JESSICA SAMPLE		BLUEPLANGEO.COM Customer Service 1-800-234-5678 Pre-certification 1-800-987-6543	



SUBSCRIBER
ID CARD
ILLUSTRATIONS

MAGNETIC STRIPE

Illustration 4.

FRONT OF CARD

MEMBER Member Name JOHN SAMPLE ID # XYZ987654321 Group No. 567890 Dependent(s) JANE SAMPLE JAMES SAMPLE JESSICA SAMPLE PPO	
CONTACT BLUEPLANGE.COM Customer Service 1-800-234-5678 ProviderFinder.com 1-800-111-1111 Pre-certification 1-800-987-6543	
PLAN In Network Deduct Ind/Fam 1,000/2,000 Max OOP In/Fam 2,000/4,000 Out of Network Deduct Ind/Fam 3,500/7,000 Max OOP In/Fam 5,000/10,000	

BACK OF CARD

PROVIDER File claims with local Blue Cross and/or Blue Shield Plan. Blue Cross and Blue Shield of Geography P.O. Box 01234-1234 City, State Zip Code Claims 1-800-000-000 PROVIDERWEBSITE.COM	
PHARMACY RxBIN 610455 RxPCN CHM RxGRP CAPLR PBM Name 1-800-123-3210	

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INDEPENDENT LICENSEE TAGLINE

Illustration 1. Digital Ad

Blue Cross and Blue Shield of Geography is an Independent Licensee of the Blue Cross Blue Shield Association.

Tagline **IS** needed when size is **MORE** than 3 square inches and content triggers requirement

Tagline is **NEVER** needed when size is **SMALLER** than 3 square inches



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INDEPENDENT LICENSEE TAGLINE

Illustration 2. Plan Letter to Providers

December 9, 2024

Dr. John Smith
Medical Practice Group
1234 Main Street
City, State 54321

Dear Dr. Smith:

At Blue Cross and Blue Shield of Geography, we're committed to promoting the health and wellness of our Members and communities. We work to improve access to care, lower the cost of that care, and improve care quality and patient outcomes.


There's an update on your prior authorization request. We want to let you know that we've reviewed your prior authorization request for Jane Doe. Based on the informatio and supporting documentation provided, the request has been approved. If you have any questions, please reach our to our prior authorization team at 1-800-888-0000 or prauth@bcbsgeo.com.

Thank you for choosing Blue Cross and Blue Shield of Geography.

Sincerely,

Blue Cross and Blue Shield of Geography
Member Advocate Team

Blue Cross and Blue Shield of Geography is an independent Licensee of Blue Cross and Blue Shield Association.





JOINT COMMUNICATIONS

JOINT COMMUNICATIONS

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MISLEADING AND CONFUSING COMMUNICATIONS WITH UNLICENSED AFFILIATES

Illustration 1a. Incorrect Example

To: Name, Member

From: Omega Company

SEE THE DIFFERENCE WITH OUR VISION BENEFITS

OMEGA Company, provides access to comprehensive vision benefits through a broad range of products tailored to the needs of your employees.

OMEGA Company is a subsidiary of **Blue Cross and Blue Shield of Geography**, a name you can trust. Rest assured you are in good hands with **OMEGA Company**. **Our** vision benefits include coverage for eye examination, glasses, contact lenses and other products and services.

Incorrect
Unlicensed affiliate may not include a statement of affiliation.

Incorrect
"Our" is misleading and confusing as to who is providing the service.

Incorrect
Unlicensed affiliate may not imply that its products or services are backed by or supported by Blue Plan.

Illustration 1b. Correct Example

To: Name, Member

From: Omega Company

SEE THE DIFFERENCE WITH OUR VISION BENEFITS

OMEGA Company provides access to comprehensive vision benefits through a broad range of products tailored to the needs of your employees.

OMEGA Company has been providing high quality care for members who reside in your your county for twenty years so you can rest assured that you are in good hands. **OMEGA** vision benefits include coverage for eye examinations, glasses, contact lenses and other products and services.

Correct
Unlicensed affiliate may not use the Brands to advertise its products or services.

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CO-BRANDED COMMUNICATION

Illustration 2a. Incorrect Example

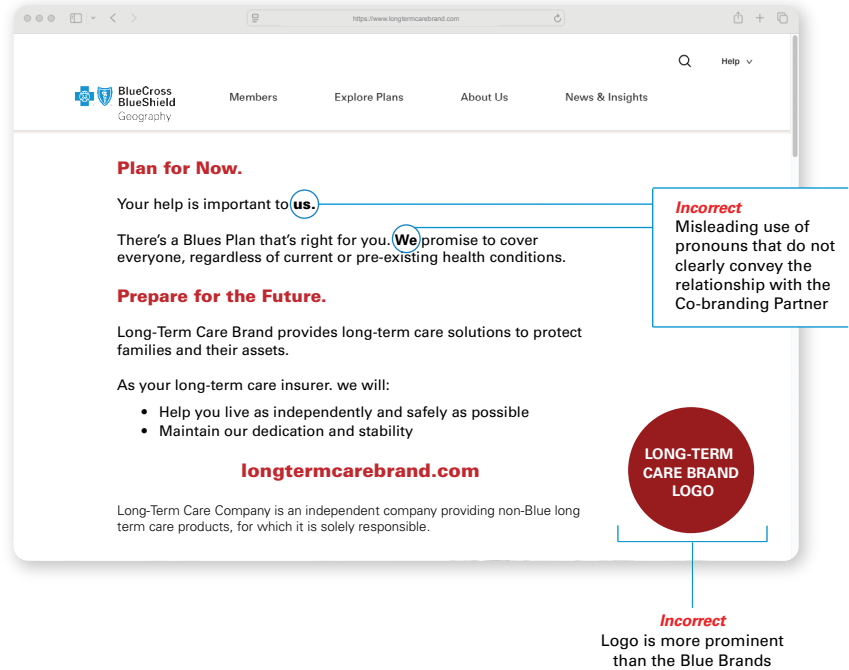
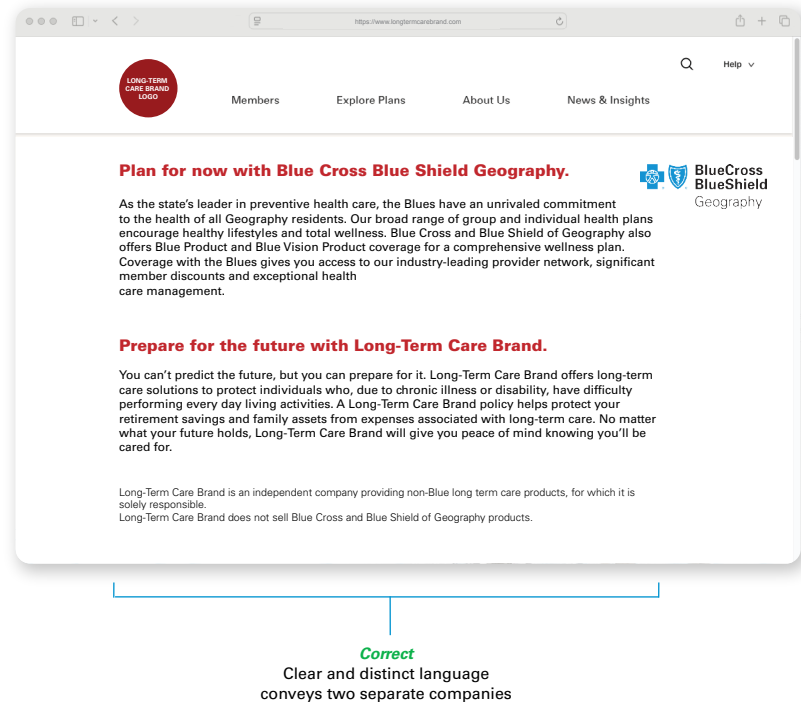


Illustration 2b. Correct Example





JOINT COMMUNICATIONS

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CO-BRANDING PARTNER’S COMMUNICATION TO A PROVIDER

Illustration 3.

December 9, 2024

DIABETES MANAGEMENT
COMPANY LOGO

Dr. John Smith
Medical Practice Group
1234 Main Street
City, State 54321

Dear Dr. Smith:

Like you, we work with Blue Cross and Blue Shield of Geography to help their Members be healthy and well. Together, our efforts can create a better health care system that include programs to bring care and education to all communities in Plan Geography.

As part of the health care benefits from Blue Cross and Blue Shield of Geography, your patient, Jane Doe, has been enrolled in a diabetes management program through Diabetes Management Company. We wanted to make you aware of your patient’s participation in the program as they may reference the program in conversation with you.

We will update you should your patient opt out of the program.

Sincerely,

Diabetes Management Company

Blue Cross and Blue Shield of Geography is an independent Licensee of Blue Cross and Blue Shield Association.

Diabetes Management Company is an independent company providing diabetes management services on behalf of Blue Cross and Blue Shield of Geography.

FACTUAL STATEMENT RELATED TO A PROVIDER

Illustration 4.

OHS
Omega Health System

BlueCross BlueShield
Geography

Omega Health System and Blue Cross Blue Shield of Geography announce Joint Venture. The Joint Venture to offer health plan focused on high-touch, patient centered care.



USE OF BRANDS
ON THE INTERNET

USE OF BRANDS ON THE INTERNET

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SERVICE AREA PROTECTIONS - MOBILE APP

Illustration 1a. Elements to Identify Licensee on an App

Correct



Incorrect

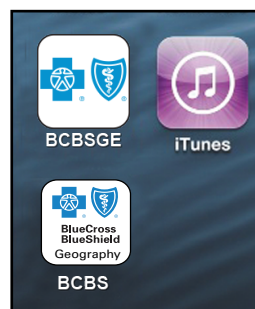
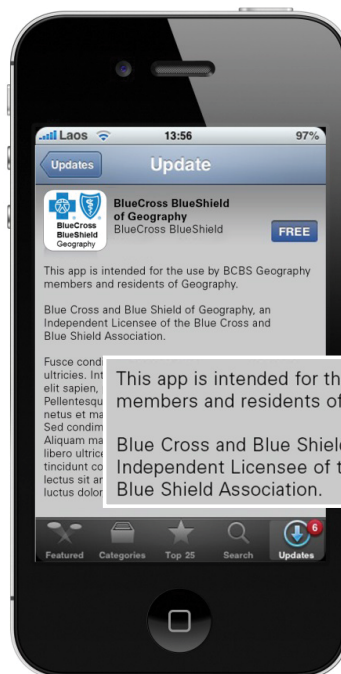


Illustration 1b. Mobile App Usage



This app is intended for the use by BCBS Geography members and residents of Geography.

Blue Cross and Blue Shield of Geography, an Independent Licensee of the Blue Cross and Blue Shield Association.

USE OF BRANDS ON THE INTERNET

SERVICE AREA ON THE INTERNET

Illustration 2a. Licensee Identification as a Supporter



Programs must be limited to supporting healthcare, physical and emotional health and wellness, and access to care

Kids Health U.S.A. thanks BlueCross BlueShield of Geography for helping to fight for access to healthcare in Geography.

Disclosure must appear associated with the Licensee's name/logo stating that the support from the Licensee is for the purpose of serving residents of the Licensee's Service Area.

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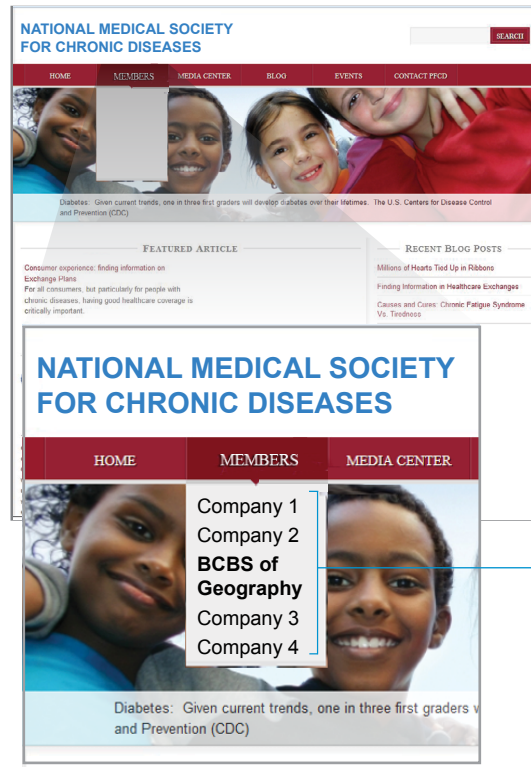
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SERVICE AREA ON THE INTERNET

Illustration 2b. Licensee Identification as a Member/Contributor

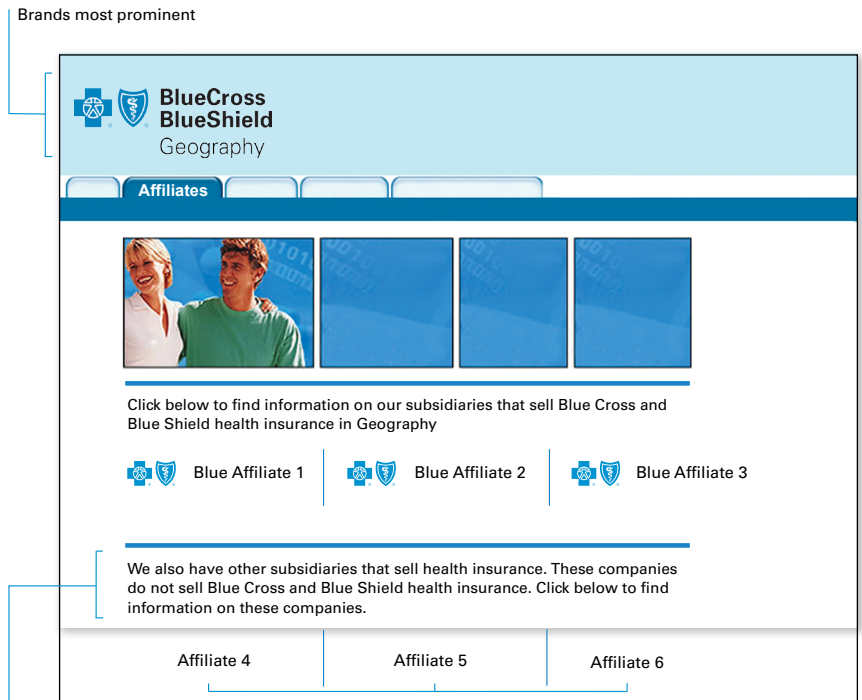


Licensee's name/logo may appear only in a listing of members or contributors for those programs or initiatives.

USE OF BRANDS ON THE INTERNET

SERVICE AREA ON THE INTERNET

Illustration 3. Sample Unlicensed Affiliate Page



No reasonable interpretation that affiliate is licensed to use the Brands

Names of affiliates only (no logos) and short description of affiliate's business (no reference to geographic region served)

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UNCOUPLING

Uncoupling

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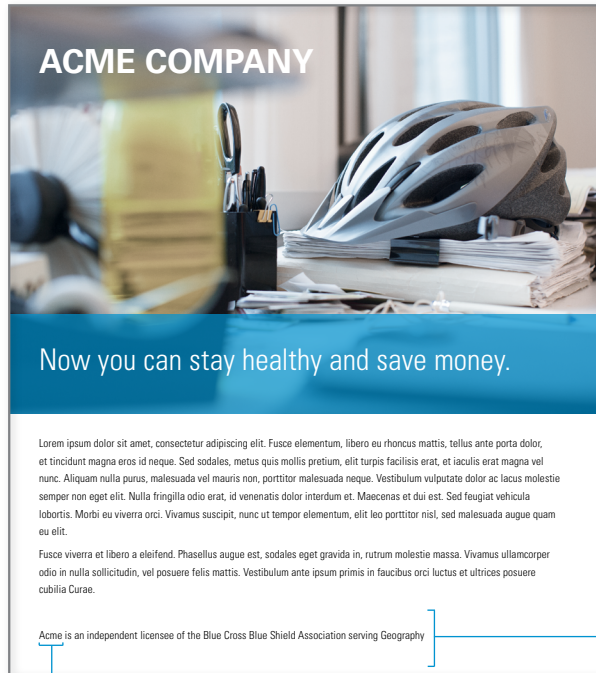
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UNCOUPLING

Illustration 1a. Examples of Coupling



Acme is an independent licensee of the Blue Cross Blue Shield Association serving Geography.

Acme is used with the names in the Independent Licensee tagline

Illustration 1b. Examples of Coupling



Acme Company is used on letterhead bearing the symbols

Acme Company is a licensed affiliate

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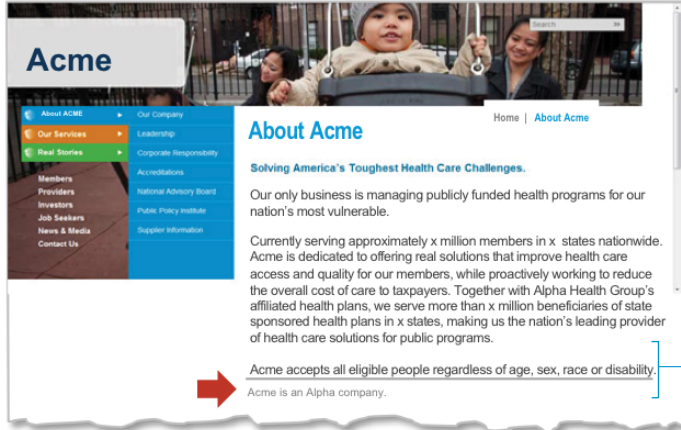
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PERMITTED DISCLOSURES

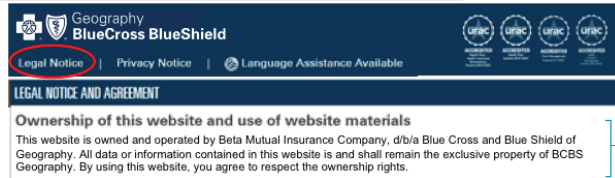
Illustration 2a. Examples of disclosures on websites when required by law



Unlicensed affiliate disclosure of ownership must appear in black text only at the bottom of the page, in no larger than 12 point font.

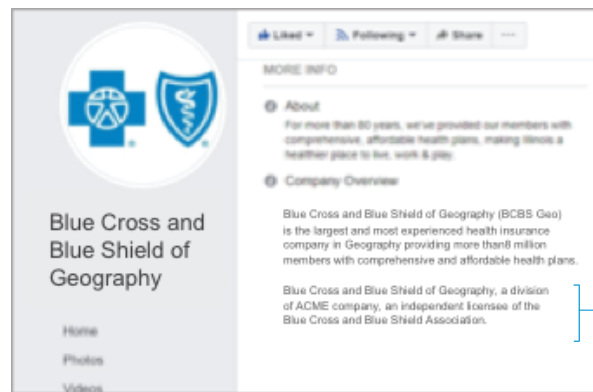


Click-thru to legal notice



A licensee disclosing ownership must appear in text only at the bottom of the page or in the Legal Notice, in no larger than 12 point font.

Illustration 2b. Example of disclosure on social media when required by law



The disclosure is permissible in text only in the "About" section, in no more than 12 point font

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PERMITTED DISCLOSURES

Illustration 2c. Example of disclosures in RFPs or non-public facing legal documents

What is the legal and ownership structure of your organization?

As a mutual insurance company, we are owned by our policyholders. The major subsidiary and affiliate companies of Blue Cross and Blue Shield of Geography include:

- Alpha Corporation, a wholly-owned subsidiary that serves as a holding company for several partnerships and ventures.
- HMO Company, an affiliate company that is half-owned with General Medical System HMO and does business as Health Advantage.
- Local Ventures, a holding company that Blue Cross and Blue Shield of Geography owns with five other Blue Cross and Blue Shield Plans and which offers its customers a full line of group, group voluntary and individual products under its subsidiary, Alpha Corporation.

1.A.10 Are you currently a Qualified Health Plan (QHP), as defined by CMS? If so, how long have you had your QHP status? If not, have you ever been a QHP? Explain the reasons for participation or non-participation as a QHP. Health Advantage has not, to date, issued a Qualified Health Plan (as defined by CMS) because we do not offer Health Advantage products or services on the Federally-facilitated Marketplace. Alpha Insurance Company d/b/a Blue Cross and Blue Shield of Geography, which owns 50% of Health Advantage, does offer QHPs certified by CMS and has done so continuously since plan year 2014.

A required disclosure of ownership or other corporate structure information is permissible in text only as required responses in RFPs, contracts or other non-public legal documents

Illustration 2d. Example of factual disclosure of corporate affiliation Post-sale Medicaid member materials

Welcome!

Dear Member:

Welcome! Thank you for choosing ACME, a Beta company, as your STAR health plan.

At ACME, we're always working to make health care less complicated for you. One way is to provide you with information you need to get the most from your benefits. This member handbook helps you understand how to work with us and help keep your family healthy. This handbook includes information about your benefits and how to use them.

We also include information about extra benefits just for our members, like our Healthy Rewards program and Kids Club memberships for children ages 6 to 18. Kids Clubs provide many fun and educational activities for kids and are a great place to go after school. These benefits are meant to make a difference for you and your family. You will get your ACME ID card from us in a few days. Your ID card includes the name and phone number of your primary care provider. Please check the information on it right away. If any of the information isn't right, please call us ...

A corporate statement of affiliation may appear in text only, with no logo adjacency, in post enrollment materials and communications, which includes web-based materials and communications so long as the statement appears only after member sign in.



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Approvals and Appeals/Monetary Sanctions/ Enforcement of Rights

Approvals and Appeals

BCBSA staff will respond to all requests for formal interpretations of the Brand Regulations or for prior approvals. All formal requests involving changes in the Regulations and/or policy issues will be submitted to the Brand Committee for consideration.

- A.1** Licensees should submit requests for approvals, interpretation of Regulations or changes in Regulations/policy in writing to BCBSA Brand Counsel/Legal Staff.
- A.2** BCBSA staff will either respond or provide notification that the matter will be addressed by the Brand Committee because it reflects a potential change in Regulation(s) and/or policy.
- A.3** A Licensee wishing to appeal BCBSA staff’s ruling under Regulation A.2 should submit a written request through the Brand Inquiry form on [BlueWeb](#), with appropriate supporting documentation. The request will be forwarded to the Chairman of the Brand Committee.
- A.4** The chairman of the Brand Committee or a designee will review the documentation submitted under Regulation A.3 and determine:
 - (a) what additional documentation, if any, should be prepared for distribution to the Brand Committee and when it will be due; **and**
 - (b) which entity or entities, if any, should be invited to make presentations to the Brand Committee.
- A.5** After receipt of any additional documentation called for in Regulation A.4, the Brand Committee will review the request and provide a written decision or resolution.
- A.6** The Brand Committee decision may be appealed to the Board of Directors by written request through the Brand Inquiry form on [BlueWeb](#), asking that the issue be reviewed and decided at the Board of Directors’ next meeting.
- A.7** Pending the Board of Directors’ decision, the appealing party must comply with the Brand Committee decision.



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Monetary Sanctions (added 9/99, effective 11/99)

- A.8** After receiving a written complaint from a Licensee to BCBSA's General Counsel asserting that another Licensee is using the Licensed Marks or Name outside its Service Area, the Brand Committee, after considering the relevant facts, may impose monetary fines on the Licensee if it is found to be using the Licensed Marks or Name outside its Service Area. The Brand Committee may also impose monetary fines on a Licensee upon a complaint from BCBSA's General Counsel that the Licensee has engaged in a pattern or practice of using the Licensed Marks or Name outside its Service Area.
- A.9** A fine may be up to \$50,000 per violation. The Brand Committee shall determine, in its sole discretion, the number of violations that occurred and the amount of any fine. In making such determinations, the Brand Committee shall consider the following:
- (a) Regarding the amount of the fine:
 - (i) whether the violation was intentional
 - (ii) the likelihood of future violation
 - (iii) the number of consumers and providers exposed to the violation
 - (iv) the extent of any confusion or damage caused by the violation
 - (v) any pattern or practice of violations by the subject Plan
 - (vi) any other factors the Brand Committee considers relevant to the determination of the amount of the fine
 - (b) Regarding the number of violations:
 - (i) whether the subject occurrence was the result of a single decision or act (e.g., the placement of a single newspaper advertisement that appears in each copy of a particular edition) or multiple decisions or acts (e.g., the placement of television and radio ads with multiple stations)
 - (ii) whether the subject occurrence was accomplished using mass distribution (e.g., a single mailing of a provider directory) or individual distribution (e.g., personal delivery of provider directories by account representatives).
 - (iii) the amount of time between the subject occurrences (e.g., EOBs issued on a single day as opposed to EOBs issued throughout a week or month)
 - (iv) any other factors the Brand Committee considers relevant to the question of how many violations have occurred.



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A.10 The fine of \$100,000 or more shall be due and payable within thirty (30) days of imposition by the Brand Committee unless the party seeking imposition of the fine or the party subject to the fine shall earlier notify the BCBSA General Counsel in writing that it wishes to appeal the matter to the BCBSA Board of Directors. Such appeal shall be considered at the regularly scheduled Board meeting that next occurs after fourteen (14) days after the General Counsel’s receipt of the notice of appeal. The appealing party(ies) shall be given a reasonable opportunity to present its (their) case(s) to the Board. If the Board fails to overrule the Brand Committee in the meeting at which the appeal is heard, the fine shall become due and payable within five (5) days of the meeting.

A fine of less than \$100,000 shall be due and payable within 30 days of imposition by the Brand Committee upon the Plan, shall be final and shall not be appealed to the BCBSA Board. A party disputing the amount or appropriateness of such fine may submit such dispute to BCBSA’s Mediation and Mandatory Dispute Resolution Procedures as prescribed in the Licensee Agreements.

A.11 Any fines paid shall be used by BCBSA first to pay the direct costs of imposing such fine and then to enhance the Licensed Names and Marks. BCBSA may give some or all of the fine amount to the Plan whose Service Area was violated for the purpose of enhancing the Licensed Names and Marks in that area. The specific uses of any fine shall be approved by the Brand Committee and reported to the Board before disbursal.

Enforcement of Rights

Both the Association, as owner of the Brands, and all Licensees must aggressively police the marketplace and actively pursue infringers to protect and enhance the distinctiveness, strength and value of the Brands. Frequently, third parties attempt to benefit from the recognition and goodwill associated with the Brands and the Blue Cross and Blue Shield System. The Association monitors such unauthorized uses, and also evaluates possible infringement claims brought to its attention by Licensees.



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A.12 All instances of unauthorized Brand use, or suspected infringement should be referred to the Association. Likewise, any complaints, demands or inquiries made by third parties with respect to the Brands should be referred to the Association.

A.13 As owner of the Brands, the Association must participate in the resolution of all matters concerning unauthorized use or infringement of the Brands.

A.14 Only the Association may:

- (a) register the Brands in any state, country or territory throughout the world;
- (b) initiate or authorize initiation of formal proceedings of any kind affecting the Brands, including lawsuits for infringement; **or**
- (c) take appropriate action to secure compliance with these Brand Regulations.



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Administrative Communications

Post-sale materials used for administrative purposes, e.g., post-sale member and/or group communications, subscriber identification cards and group open enrollment forms. Administrative Communications do not include materials used in marketing, advertising, promoting or soliciting the sale of products or services.

Administrative Services Only Agreement (“ASO”)

An agreement under which a Licensee administers claims on behalf of another entity (such as a self-funded employer or group) for a fee, but does not underwrite those claims.

Affiliate

A legal entity, separate from a Primary Licensee, in which the Primary Licensee holds a direct or indirect ownership or controlling interest.

Association/BCBSA

The Blue Cross and Blue Shield Association (also called BCBSA), which owns the Brands and is the Licensor thereof.

Blue Derivative

A Derivative Mark that contains the term “Blue” not immediately followed by the term “Cross” or “Shield.”

Blue Members

For purposes of Chapter 4, “Blue Members” means persons enrolled in or covered under Blue Products.



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Blue Products

For purposes of Chapter 4, “Blue Products” means products and services that a Licensee offers under the Brands and that are: (a) insured products for which the Licensee issues a policy as an underwriter or otherwise assumes the primary risk (i.e., not reinsurance); or (b) ASO products for which the Licensee contracts with an employer or other group account to provide administrative services. Note: In the examples, the term “Blue Product” may be refined to denote a type of Blue Product for illustrative purposes (e.g., “Blue Dental Product”).

Brand Regulations

The Regulations approved by the BCBSA Board of Directors and set forth in The Brand Book pursuant to the License Agreement “to prevent impairment of the distinctiveness of the [Brands] and the goodwill pertaining thereto.”

Brands

The Blue Cross and Blue Shield Names and Symbols, along with any Derivative Marks.

Brokers and Agents

State-licensed insurance brokers and agents who offer and sell the products of, but are not employed by, a Licensee.

Co-branded Communications

Joint Communications with Co-branding Partners that are used: (a) in the advertising and sale of licensable products and services, or (b) in post-sale communications that provide administrative and other information to Blue Members and group accounts about those products and services or that otherwise support the Blue Member’s experience (e.g., wellness education, health information content).

Co-branding Partner

Co-branding Partner with which a Licensee contracts directly to provide services in support of the Licensee’s Blue product and unlicensed entities that offer or provide non-Blue products through contracting directly with an Account/Group or individual, provided that such unlicensed entities otherwise meet the Standards for Approval under 4.7(c)



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Contiguous Areas

Those areas considered contiguous to a Licensee’s Service Area for the purposes of contracting with healthcare providers.

Derivative Marks

All words, phrases, names, designs, and symbols of any kind that are derived from, similar to, incorporate, or are used in combination with the words Blue, Cross, or Shield, or the Cross or Shield Symbols or any non-Blue BCBSA Mark.

ID Card/Subscriber Identification Card

A card issued by a Licensee to a subscriber.

Independent Licensee Tagline

Statement required on all Public Communications distributed by a Licensee, for example: “An Independent Licensee of the Blue Cross and Blue Shield Association.”

Joint Communication

Any Public Communication in which the Brands and the name or brand(s) of an unlicensed entity appear.

Joint Name

A name for products, services, and/or networks that includes a provider’s name in combination with another term or terms.

Legal Name

The name of an entity as set forth in its articles of incorporation or other establishing documents. To be contrasted (in some cases) with the Trade Name or business name used in Public Communications.

License or (Licensee Agreement)

The Association’s permission for a Licensee to use the Brands. The written document conferring the permission is the License Agreement.

Licenseses

Plans and Licensed Affiliates, and any other entities licensed to use the Brands.



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Licensed Affiliate

An Affiliate that holds a License.

MET Groups

Multiple employer trust groups.

Name

See Legal Name and Trade Name entries.

Names

The registered service marks Blue Cross® and Blue Shield® – two of the Brands.

National Account

A National Account is an entity with employee and/or retiree locations in more than one Plan’s Service Area.

Network Only Agreement (“NWO”)

An agreement under which a Licensee allows its provider network(s) to be used by a third party, but does not underwrite claims or provide claims administration services.

Permitted Disclosure

A non-Blue distinguishing word or symbol shall not be considered coupled with or uncoupled from the Brands if the use of the non-Blue word or symbol is a factual disclosure of ownership required by law.

Professional Employer Organization (“PEO”)

Any entity, whether or not it refers to itself as a PEO, an employee leasing firm or otherwise, that provides employment-related services and functions to its client companies by contractually establishing a co-employer relationship with such client companies and, as co-employer, makes available employee health benefit plans and related services to the client’s workers. The client company’s workers are referred to as “co-employees.”

Plan

A member of the Blue Cross and Blue Shield Association that holds a Primary License.



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PPRP

Plan Performance Response Process

Primary Licensee

The entity that holds the Primary (as opposed to an Affiliate) License to use the Brands in a Service Area.

Promotional Items

Non-substantive items distributed within a Licensee’s Service Area to promote the Licensee, the Brands and the Blues System generally (e.g., t-shirts, caps, and other kinds of souvenir memorabilia). Sometimes called advertising specialties.

Public Communications

All communications emanating (directly or indirectly) from a Licensee that are likely to come to the attention of the general public, the provider community, accounts or subscribers.

Registration Indicia, ®

The symbol of a capital R enclosed in a circle, ®, used to indicate that a mark is federally registered. (Proper use of the Registration Indicia confers certain statutory benefits under federal law and assists in protection of the Brands.)

Regulations

See Brand Regulations

Service Area/Exclusive Service Area

Exclusive Service Area (“ESA”) and Service Area mean the geographic area in which a Licensee is authorized to use the Brands pursuant to its License Agreement.

Service Mark Indicia, SM

The letters SM superimposed next to a service mark that is not registered.

Short-Term Limited Duration Plans

Brands in connection with short-term limited duration plans with terms over 90 days (STLDs).

Signature (Plan Signature)

A combination generally consisting of Symbol(s), Name(s) and other designators, used by a Licensee to identify itself.



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Solid Symbols

The Cross and Shield designs rendered in solid blue, translucent white or blue, or as a Window.

Standard Symbols

The Cross and Shield designs with the internal designs of a human figure in a circle (Blue Cross) and Staff of Aesculapius (Blue Shield).

Subsidiary

A subsidiary of a Licensee.

Symbols

The Solid Symbols and the Standard Symbols.

The System/The Blues System

Collective reference to BCBSA and its Licensees.

Trade Name

The business name used by an entity in Public Communications. See Legal Name entry.

Unlicensed Affiliate Page

A page on a Licensee’s website which describes a Licensee’s Unlicensed Affiliates as described in 5.13.

Window

Cross and Shield graphic treatment using photography inside the Cross and/or Shield.



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