

**BlueCross BlueShield of Vermont**  
**EMPLOYEE HOLD HARMLESS AGREEMENT**

Whereas (please check one)

- Blue Cross and Blue Shield of Vermont
- The Vermont Health Plan

(The Plan) requires that covered employees must cover all eligible dependents or no eligible dependents; and

Whereas \_\_\_\_\_ (Group) wishes to allow employees to cover minor dependent(s) without covering an eligible spouse; and

Whereas \_\_\_\_\_ (employee) is eligible for coverage with the Plan under \_\_\_\_\_ (Group) and wishes to cover child(ren) and not cover his/her eligible spouse.

Now, therefore, for and in consideration of the mutual promises of each of the parties to the other and other good and sufficient consideration, the following is agreed:

Plan hereby agrees to waive the requirement that covered employees must cover all eligible dependents or no eligible dependents.

Group and its agents agree to indemnify and hold the Plan harmless against any and all claims, or liabilities associated with requests for retroactive coverage, on behalf of eligible spouses of employees who elect to refuse coverage for such eligible spouses pursuant to the terms of this agreement.

The employee, his/her spouse and his/her agents agree to indemnify and hold the Plan harmless against any and all claims against his/her subscriber certificate on behalf of his/her spouse, and will indemnify the Plan from any request for retroactive coverage on his/her subscriber certificate on behalf of his/her spouse, for the entire period that the employee elects not to cover his/her spouse on his/her subscriber certificate.

This agreement does not alter the terms of any other health coverage which the spouse may maintain on a separate certificate or policy and is predicated on the requirement that the spouse maintain coverage through his/her employer group health plan.

This agreement shall automatically terminate in the event the spouse's other group health coverage lapses or is discontinued for any reason.

This agreement is deemed accepted by the Plan unless rejected in writing within ten (10) business days of receipt. Acceptance by the Plan is a waiver on the part of the Plan as to the requirements set out in the first paragraph of this document.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

**GROUP**

**EMPLOYEE**

**SPOUSE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

For Internal Use Only

Underwriting  
Approval: \_\_\_\_\_  
Date: \_\_\_\_\_