# **Learning Care Group**

CIGNA DENTAL CHOICE Texas Residents Enhanced Plan

**EFFECTIVE DATE: January 1, 2021** 

CN006 3343732

This document printed in February, 2021 takes the place of any documents previously issued to You which described Your benefits.

Printed in U.S.A.

HCDFB-CVR2 01-18

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HCDFB-TOC12 01-18

Home Office: Bloomfield, Connecticut

Mailing Address: Hartford, Connecticut 06152

### CIGNA HEALTH AND LIFE INSURANCE COMPANY

a Cigna company (hereinafter called Cigna) certifies that it insures certain Employees for the benefits provided by the following policy(s):

**POLICYHOLDER:** Learning Care Group

**GROUP POLICY(S)** — COVERAGE 3343732 - DENT2 CIGNA DENTAL CHOICE

**EFFECTIVE DATE:** January 1, 2021

This Certificate describes the main features of the insurance. It does not waive or alter any of the terms of the policy(s). If questions arise, the policy(s) will govern.

This Certificate takes the place of any other issued to You on a prior date which described the insurance.

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Anna Krishtul, Corporate Secretary

HCDFB-CER35 01-19

# Explanation of Terms You will find terms starting with capital letters throughout Your Certificate. To help You understand Your benefits, most of these terms are defined in the Definitions section of Your Certificate. The Schedule The Schedule is a brief outline of Your maximum benefits which may be payable under Your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.

HCDFB-NOTICE



# **Important Notices**

### Discrimination is Against the Law

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

### Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as
  - · Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the tollfree phone number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance by sending an email to <a href="mailto:ACAGrievance@cigna.com">ACAGrievance@cigna.com</a> or by writing to the following address:

Cigna Nondiscrimination Complaint Coordinator P.O. Box 188016 Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to <u>ACAGrievance@cigna.com</u>. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at: <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD) Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

HC-NOT96 07-17

### **Proficiency of Language Assistance Services**

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意:我們可為您免費提供語言協助服務。 對於 Cigna 的現有客戶,請致電您的 ID 卡背面的號碼。 其他客戶請致電 1.800.244.6224 (聽障專線:請撥 711)。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean - 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주십시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

Russian — ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Сідпа, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (ТТҮ: 711).

Arabic - برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 711: اتصل ب 711).

French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki



dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS: composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

### Japanese -

注意事項:日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224(TTY:711)まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می شود. برای مشتریان فعلی Cigna، لطفاً با شمارهای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوایان: شماره 711را شمارهگیری کنید).

HC-NOT97 07-17

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Cigna Health and Life Insurance Company's toll-free telephone number for information or to make a complaint at:

### 1-800-244-6224

You may also write to Cigna Health and Life Insurance Company at:

Cigna Dental P.O. Box 188047 Chattanooga, TN 37422

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

### 1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:** Should You have a dispute concerning Your premium or about a claim, You should contact the agent or the company first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presenter una queja:

Usted puede llamar al número de teléfono gratuito de Cigna Health and Life Insurance Company's para obtener información o para presentar una queja al:

### PARA PREGUNTAS ACERCA DEL SEGURO DENTAL 1-800-244-6224

Usted también puede escribir a Cigna Health and Life Insurance Company:

Cigna Dental P.O. Box 188047 Chattanooga, TN 37422

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Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

1-800-252-3439



Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007

Sitio Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

### DISPUTAS POR PRIMAS DE SEGUROS O

**RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamoación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es sólamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

HCDFB-IMP6 01-18

### **How To File A Claim**

There's no paperwork to submit for Covered Services received from a Contracted Provider. Pay Your share of the cost, if any; Your provider will submit a claim to Us for reimbursement. Claims for services received from a Non-Contracted Provider can be submitted by the provider if the provider is able and willing to file on Your behalf. Your plan provides coverage for services received from a Non-Contracted Provider. For example, when Emergency Services are received from a Non-Contracted Provider, You should follow the claim submission instructions for those claims. Claims can be submitted by the provider if the provider is able and willing to file on Your behalf. If the provider is not submitting on Your behalf, You must send Your completed claim form and itemized bills to the claims address listed on the claim form.

You may get the required claim forms from the website listed on Your identification card, if You received one, or by calling Customer Services using the toll-free number listed below.

### **Cigna's Toll-Free Number(s):**

1-(800) Cigna24 (1-800-244-6224)

### **CLAIM REMINDERS**

 BE SURE TO USE YOUR MEMBER ID AND ACCOUNT/GROUP NUMBER WHEN YOU FILE CLAIM FORMS, OR WHEN YOU CALL OUR CLAIM OFFICE.

YOUR MEMBER ID IS THE ID SHOWN ON YOUR BENEFIT IDENTIFICATION CARD. YOUR ACCOUNT/GROUP NUMBER IS SHOWN ON YOUR BENEFIT IDENTIFICATION CARD.

• BE SURE TO FOLLOW THE INSTRUCTIONS LISTED ON THE BACK OF THE CLAIM FORM CAREFULLY WHEN SUBMITTING A CLAIM TO US.

### **Timely Filing Of Claims**

We will consider claims for coverage under Your plan when proof of loss (a claim) is submitted to Us within:

 12 months for both Contracted and Non-Contracted Provider claims

after services are rendered. If services are rendered on consecutive days, the limit will be counted from the last date of service. If claims are not submitted to Us within the timeframe shown above, the claim will not be considered valid and will be denied, unless the claimant does not have the legal capacity to provide proof of loss, and proof of loss is provided not later than the first anniversary of the date the proof of loss is otherwise required.

**NOTE**: We consider one month to equal 30 days regardless of the number of days within a Calendar month.

**WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person: files an application for insurance or statement of claim containing any materially false information; or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act.

HCDFB-CLM37 01-19

# **Eligibility - Effective Date**

### **Eligible Classes**

Each Employee as reported to Us by The Policyholder.

### Your Insurance

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This plan is offered to You as an Employee of the Policyholder.

### **Eligibility for Dental Insurance**

You will become eligible for insurance on the day You complete the Eligibility Waiting Period, if any, and:

- You are an eligible Full-Time Employee;
- You normally work at least 30 hours a week; and
- You pay any required contribution.

# Eligibility Waiting Period – New Hire Initial Group:

You are in the Initial Group of Employees if You are:

 employed in a class of Employees on the date that class of Employees becomes a Class of Eligible Employees as determined by Your Employer.



 in the employ of an Employer on the Participation Date of the Employer.

Your Waiting Period is:

• None, coverage effective on date of hire.

### **New Group:**

You are in a New Group of Employees if You are:

- not in the Initial Group, or
- Your employment with an Employer starts after the Effective Date of that Employer's Policy.

Your Waiting Period is:

• 90 days after date of hire.

If You were previously insured and Your insurance ceased, You must satisfy the New Employee Eligibility Waiting Period to become insured again.

If Your insurance ceased because You were no longer employed in a Class of Eligible Employees, You are not required to satisfy any Eligibility Waiting Period if You again become a member of a Class of Eligible Employees within 365 days after Your insurance ceased.

### **Effective Date of Your Insurance**

Subject to any Eligibility Waiting Period, You will become insured on:

• the date that:

You are in Active Service and You elect the insurance by:

- authorizing premium payment,
- approving a payroll deduction,
- signing a written agreement with the Policyholder to make the required contribution, or
- signing an enrollment form, as applicable,

but no earlier than the date You become eligible.

You will become insured on Your first day of eligibility, following Your election, if You are in Active Service on that date, or if You are not in Active Service on that date due to Your health status.

### **Dependent Insurance**

For Your Dependents to be insured under the Policy, You must elect the Dependent insurance for Yourself no later than 30 days after You become eligible. For Your Dependents to be insured, You will have to pay the required contribution, if any, toward the cost of Dependent Insurance.

### **Eligibility for Dependent Insurance:**

Your Dependent will become eligible for Dependent insurance on the later of:

 the day You meet the eligibility requirements noted above; or • the day You acquire Your first Dependent.

### **Effective Date of Dependent Insurance**

Insurance for Your Dependents will become effective on the date You elect it, by signing a written agreement with the Policyholder to make the required contribution, but no earlier than the day You become eligible for Dependent Insurance. All of Your Dependents as defined will be included.

Your Dependents will be insured only if You are insured.

### Eligibility for Coverage for Adopted Children

Any child who is adopted by You, including a child who is placed with You for adoption, will be eligible for Dependent coverage, if otherwise eligible as a Dependent, upon the date of placement with You. A child will also be eligible on the date the child is the subject of a suit for which the insured seeks to adopt the child. A child will be considered placed for adoption when You become legally obligated to support that child, totally or partially prior to that child's adoption. If a child placed for adoption is not adopted, all dental coverage ceases when the placement ends, and will not be continued. The provisions in the Exception for Newborns provision that describe requirements for enrollment and Effective Date of insurance will also apply to an adopted child or a child placed with You for adoption.

### **Exception for Newborns**

Any Dependent child born while You are insured will become insured on the date of the child's birth if You elect Dependent Insurance no later than 31 days after birth. If You do not elect to insure Your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

### **Dual Eligibility**

If both You and Your Spouse or Your Domestic Partner are in an Eligible Class of the Employer, You may each enroll individually or as a Dependent of the other, but not as both. Any eligible Dependent child may also be enrolled by either You or Your Spouse or Your Domestic Partner. If the Spouse or Your Domestic Partner who enrolls for Dependent coverage ceases to be eligible, notify Your Plan Administrator immediately for coverage to continue under the plan of the other Spouse or Domestic Partner.

HCDFB-ELG58 01-19

### **Late Entrant Limit**

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### **Coverage for Late Entrants:**

 Class I and Class II services are paid at the amounts set forth in The Schedule.



• All other classes of service are paid at 50% of the amounts set forth in The Schedule.

After a person has been continuously insured for 12 months, this limit no longer applies.

HCDFB-LEL10 01-19



# **Covered Dental Expenses**

Dental services described in this section are Covered Dental Expenses when such services are:

- Medically Necessary and/or Dentally Necessary (refer to the Section entitled Definitions);
- Provided by or under the direction of a Dentist or other appropriate Provider as specifically described;
- The least costly, clinically accepted treatment; Covered after Your Deductible, if any, has been met;
- Eligible for reimbursement because the maximum benefit in The Schedule has not been exceeded;
- The charge does not exceed the amount allowed under the Alternate Benefit Provision;
- Not excluded as described in the Section entitled General Limitations and Expenses Not Covered.

### **Alternate Benefit Provision**

If more than one Covered Service will treat a dental condition, payment is limited to the least costly service provided it is a professionally accepted, Medically Necessary and/or Dentally Necessary, and appropriate treatment.

If the Covered Person requests or accepts a more costly Covered Service, he or she is responsible for expenses that exceed the amount covered for the least costly service. Therefore, We recommend Predetermination of Benefits before major treatment begins.

### **Predetermination of Benefits**

Predetermination of Benefits is a voluntary review of a Dentist's proposed treatment plan and expected charges. It is not preauthorization of service and is not required. The treatment plan should include existing supporting preoperative x-rays and other existing diagnostic materials as requested by Our dental consultant. If there is a change in the treatment plan, a revised plan should be submitted. We will determine Covered Dental Expenses for the proposed treatment plan. If there is no Predetermination of Benefits, We will determine Covered Dental Expenses when We receive a claim.

Review of proposed treatment is advised whenever extensive dental work is recommended when charges exceed \$200. Predetermination of Benefits is not a guarantee of a set payment. Payment is based on the services that are actually delivered and the coverage in force at the time services are completed.

The Schedule lists Covered Services, if a service is not listed there is no coverage.

HCDFB-COV15 01-19

### **Payment Options**

If You or any one of Your Dependents, while insured for these benefits, incurs Covered Dental Expenses, We will pay an amount determined as follows:

# Dental Choice - Contracted and Non-Contracted Provider Payment

Plan payment for a Covered Service delivered by a Contracted Provider is the Contracted Fee for that procedure, times the benefit percentage that applies to the class of service, as specified in The Schedule. The Covered Person is responsible for the balance of the Contracted Fee. Plan payment for a Covered Service delivered by a Non-Contracted Provider is the Maximum Allowable Charge for that procedure times the benefit percentage that applies to the class of service, as specified in The Schedule. The Covered Person is responsible for the balance of the Non-Contracted Provider's actual charge.

HCDFB-DEN91 01-19

### **Missing Teeth Limitation**

The amount payable for the replacement of teeth that are missing when a person first becomes insured is 50% of the amount payable for the replacement of teeth that are extracted after a person has dental coverage.

This payment limitation no longer applies after 12 months of continuous coverage.

This limit will not apply to any person who is a member of the Initial Employee group.

HCDFB-MTL1



# **Cigna Dental Choice Insurance**

### The Schedule

### **Benefits For You and Your Dependents**

The Dental Benefits Plan offered by Your Employer includes Contracted and Non-Contracted Providers. If You select a Contracted Provider, Your cost will be less than if You select a Non-Contracted Provider.

The Benefit Percentage payable for Emergency Services charges made by a Non-Contracted Provider is the same Benefit Percentage as for Contracted Provider Charges.

### **Contracted Provider Payment**

Contracted Provider services are paid based on the Contracted Fee that is agreed to by the provider and Us. Based on the provider's Contracted Fee, a higher level of plan payment may be made to a Contracted Provider resulting in a lower payment responsibility for You. To determine how Your Contracted Provider compares, refer to Your provider directory.

Provider information may change annually; refer to Your provider directory prior to receiving a service. You have access to a list of all providers who participate in the network by visiting www.mycigna.com.

### **Non-Contracted Provider Payment**

The Primary Schedule is usually the fee schedule with the lowest Contracted-Fees available for acceptance by a Participating Provider in the relevant 3-digit zip code.

BENEFIT MAXIMUMS AND DEDUCTIBLES	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Calendar Year Maximum Classes I, II, III		
Individual Maximum	\$1,000	\$1,000
Class IV Lifetime Maximum	\$1,000	\$1,000
Class IV applies only to a Dependent Child less than 20		
Calendar Year Plan Deductible		
Individual	\$50 per Member per Calendar Year	\$50 per Member per Calendar Year
	Not Applicable to Class I	Not Applicable to Class I
Family	\$150 per family per Calendar Year	\$150 per family per Calendar Year
	Not Applicable to Class I	Not Applicable to Class I

Expenses incurred for either Contracted or Non-Contracted Provider charges will be used to satisfy both the Contracted and Non-Contracted Provider Deductibles shown in the Schedule.

Benefits paid for Contracted and Non-Contracted Provider services will be applied toward both the Contracted and Non-Contracted Provider maximum shown in the Schedule.



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Class I		
CATEGORY: DIAGNOSTIC SERVI	CES	
<b>Sub-Category: Oral Evaluations</b>		
Periodic Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MAC
All Oral Evaluation services cross accumulate for Frequency Limit.		
D0120		
CG080		
Comprehensive Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MAC
Not Covered if done in conjunction with other evaluations.		
All Oral Evaluation services cross accumulate for Frequency Limit.		
D0150		
CG018		
Limited or Detailed Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MAC
All Oral Evaluation services cross accumulate for Frequency Limit.		
Only 1 evaluation is Covered per date of service.		
D0140		
D0160 D0170		
CG063		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Comprehensive Periodontal	100% no Deductible	100% no Deductible
Evaluation - new or established patient		Subject to MAC
Limited to 2 services per Calendar Year.		
All Oral Evaluation services cross accumulate for Frequency Limit.		
D0180		
CG020		
Oral Evaluation for a Patient under three Years of Age and Counseling Primary Caregiver	100% no Deductible	100% no Deductible Subject to MAC
Limited to 2 services per Calendar Year.		
All Oral Evaluation services cross accumulate for Frequency Limit.		
D0145		
CG071		
Sub-Category: Radiographs		
Intraoral Periapical Radiographic Images	100% no Deductible	100% no Deductible
Unlimited D0220 D0230		Subject to MAC
CG059		
Intraoral Occlusal Radiographic	100% no Deductible	100% no Deductible
Images Unlimited D0240		Subject to MAC
CG058		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Vertical Bitewings, 7-8 Radiographic Images	100% no Deductible	100% no Deductible
Limited to 1 image per Calendar Year. Vertical bitewings cannot be billed in conjunction with a complete series.		Subject to MAC
D0277		
CG135		
Intraoral Bitewing Radiographic Images	100% no Deductible	100% no Deductible
Limited to 1 service per Calendar Year. Vertical bitewings cannot be billed in conjunction with a complete series.		Subject to MAC
D0270 D0272 D0273 D0274		
CG056		
Extra-Oral Radiographic Images	100% no Deductible	100% no Deductible
Limited to 2 images per Calendar Year.		Subject to MAC
D0251		
CG038		
Sub-Category: Radiographs - Other		
Intraoral Complete Series of Radiographic Images	100% no Deductible	100% no Deductible
Limited to 1 service per consecutive 36 months.		Subject to MAC
Vertical bitewings cannot be billed in conjunction with a complete series.		
Intraoral Complete Series and Panoramic Radiograph cross accumulate for Frequency Limit.		
D0210		
CG057		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Panoramic Radiographic Image	100% no Deductible	100% no Deductible
Limited to 1 service per consecutive 36 months.		Subject to MAC
Intraoral Complete Series and Panoramic Radiograph cross accumulate for Frequency Limit.		
D0330		
CG079		
Sub-Category: Other Diagnostic Serv	ices	
Laboratory accession of Brush Biopsy sample	100% no Deductible	100% no Deductible
Unlimited D0486		Subject to MAC
CG062		
Accession of Tissue Services	100% no Deductible	100% no Deductible
Unlimited Coverage is Limited to tooth or Gingiva related services.		Subject to MAC
D0472 D0473 D0474		
CG001		
CATEGORY: PREVENTIVE SERVI	ICES	
Sub-Category: Oral Cleanings		
Dental Prophylaxis	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MAC
Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		
D1110 D1120		
CG032		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Scaling in presence of generalized	100% no Deductible	100% no Deductible
moderate or severe gingival inflammation – full mouth, after		Subject to MAC
oral evaluation		1
Limited to 2 services per Calendar Year.		
Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		
D4346		
CG115		
Sub-Category: Fluoride		
Topical Application of Fluoride – excluding Varnish	100% no Deductible	100% no Deductible
Limited to 1 service per Calendar Year for ages 0 - 15.		Subject to MAC
D1208		
CG133		
Topical Application of Fluoride Varnish	100% no Deductible	100% no Deductible
Limited to 1 service per Calendar Year for ages 0 - 15.		Subject to MAC
D1206		
CG134		
Sub-Category: Sealants		
Sealants	100% no Deductible	100% no Deductible
Limited to 1 service per consecutive 36 months for ages 0 - 15. D1351		Subject to MAC
CG116		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Preventive Resin Restoration in a	100% no Deductible	100% no Deductible
Moderate to High Caries Risk Patient - Permanent Tooth		Subject to MAC
Limited to 1 service per consecutive 36 months for ages 0-15. D1352		
CG090		
Sub-Category: Space Maintainers		
Removal of Fixed Space Maintainer	100% no Deductible	100% no Deductible
Unlimited D1556 D1557 D1558		Subject to MAC
CG105		
Space Maintainer – Fixed	100% no Deductible	100% no Deductible
Limited to one per tooth per lifetime. Limited to one per tooth per lifetime for ages 0 - 25.		Subject to MAC
D1510 D1516 D1517		
CG118		
Space Maintainer - Removable	100% no Deductible	100% no Deductible
Limited to one per tooth per lifetime for ages 0 - 25.		Subject to MAC
D1520 D1526 D1527		
CG119		
Distal Shoe Space Maintainer	100% no Deductible	100% no Deductible
Limited to one per tooth per lifetime for ages 0 - 25.		Subject to MAC
D1575		
CG145		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: ORAL SURGERY		
Sub-Category: Biopsy		
Biopsy (Including Brush Biopsy)	100% no Deductible	100% no Deductible
Coverage limited to only tooth/gingival related.		Subject to MAC
Unlimited D7285 D7286 D7288		
CG012		
CATEGORY: ADJUNCTIVE SERVI	CES	
<b>Sub-Category: Emergency Services</b>		
Palliative Treatment	100% no Deductible	100% no Deductible
Unlimited Covered as a separate benefit only if no other services, other than exam and radiographs, were performed during the visit.		Subject to MAC
D9110		
CG078		
Class II		
CATEGORY: BASIC RESTORATIV	E SERVICES	,
<b>Sub-Category: Minor Restoration Ser</b>	vices	
Amalgam Restorations	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per tooth per consecutive 24 months.  Multiple restorations on one surface will be treated as a single restoration.		Subject to MAC
D2140 D2150 D2160 D2161		
CG006		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Resin-Based Composite	80% after plan Deductible	80% after plan Deductible
Restorations - Anterior		Cubicatta MAC
Limited to 1 service per tooth per consecutive 24 months.		Subject to MAC
Multiple restorations on one surface will be treated as a single restoration.		
D2330		
D2331		
D2332 D2335		
D2333		
CG110		
Gold Foil Restorations	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per tooth per consecutive 24 months.		Subject to MAC
Multiple restorations on one surface will be treated as a single restoration.		
will be treated as a single restoration.		
D2410		
D2420		
D2430		
CG043		
Sub-Category: Other Restorative Serv	vices	
Pin Retention per tooth	80% after plan Deductible	80% after plan Deductible
Unlimited		G 1: 44 MAC
D2951		Subject to MAC
CG083		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER		
Sub-Category: Repairs, Relines, Rebases, Adjustments				
Re-Cement Inlays/Onlays, Crowns,	80% after plan Deductible	80% after plan Deductible		
Bridges and Post and Core Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC		
Limited to 2 services per consecutive 12 months.				
No teeth limitations.				
D2910 D2915 D2920				
CG100				
Crown Repair Limited to repairs performed more than 6 consecutive months after the initial insertion.	80% after plan Deductible	80% after plan Deductible Subject to MAC		
No teeth limitations.				
D2980				
CG026				
CATEGORY: ENDODONTICS				
Sub-Category: Anterior/Premolar Ro				
Anterior Root Canal Therapy – excluding final restoration	80% after plan Deductible	80% after plan Deductible		
Primary and Permanent Anterior Teeth Covered.		Subject to MAC		
Limited to 1 service per tooth per lifetime.				
D3310				
CG007				



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Premolar Root Canal Therapy – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Primary and Permanent Premolar Teeth Covered.		Subject to MAC
Limited to 1 service per tooth per lifetime.		
D3320		
CG089		
<b>Sub-Category: Minor Endodontics</b>		
Retrograde Filling	80% after plan Deductible	80% after plan Deductible
D3430		Subject to MAC
CG113		
Hemisection	80% after plan Deductible	80% after plan Deductible
Limited to permanent teeth only.		Subject to MAC
D3920		
CG045		
Retreatment of Previous Root	80% after plan Deductible	80% after plan Deductible
Canal Therapy		Subject to MAC
D3346		
D3347 D3348		
CG112		
Therapeutic Pulpotomy	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per primary or permanent tooth per lifetime.		Subject to MAC
D3220 D3222		
CG128		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Pulpal Therapy (resorbable filling) -	80% after plan Deductible	80% after plan Deductible
Anterior or Posterior, Primary Tooth (excluding final restoration)		Subject to MAC
D3230 D3240		
CG098		
Pulp Caps - Direct/Indirect – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Limited to one tooth per lifetime.		Subject to MAC
D3110 D3120		
CG095		
CATEGORY: PERIODONTICS		
Sub-Category: Periodontal Scaling an	d Root Planing	
Periodontal Scaling and Root Planing	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per quadrant per consecutive 24 months. D4341 D4342		Subject to MAC
CG082		
Sub-Category: Minor/Non-Surgical P	eriodontics	
Full Mouth Debridement	80% after plan Deductible	80% after plan Deductible
Limited to one per lifetime. D4355		Subject to MAC
CG040		
Localized Delivery of Antimicrobial	80% after plan Deductible	80% after plan Deductible
Agents via a controlled release vehicle into diseased crevicular tissue, per tooth		Subject to MAC
D4381		
CG064		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Sub-Category: Periodontics – Osseous	Surgery	
Osseous Surgery	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MAC
D4260 D4261		
CG075		
CATEGORY: ORAL SURGERY		
Sub-Category: Simple Extractions Er	upted Tooth	
Extraction, coronal remnants	80% after plan Deductible	80% after plan Deductible
D7111		Subject to MAC
CG146		
Simple Extraction of Erupted Teeth	80% after plan Deductible	80% after plan Deductible
or Exposed Roots		Subject to MAC
D7140		
CG169		
CATEGORY: DIAGNOSTIC SERVI	CES	
Sub-Category: Other Diagnostic Servi	ices	
Consultation (diagnostic service	80% after plan Deductible	80% after plan Deductible
provided by dentist or physician other than requesting dentist or physician)		Subject to MAC
Unlimited Covered if performed by the non-treating dentist.		
Covered when Necessary in conjunction with Covered Dental Services.		
D9310		
CG142		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: PREVENTIVE SERVI	ICES	
Sub-Category: Periodontal Maintenan	nce	
Periodontal maintenance procedures (following active therapy) Limited to 2 services per Calendar Year.	80% after plan Deductible	80% after plan Deductible Subject to MAC
Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		
D4910		
CG081		
CATEGORY: MAJOR RESTORATI	VE SERVICES	
Sub-Category: Crowns		
Core Build-up	80% after plan Deductible	80% after plan Deductible
Unlimited D2950		Subject to MAC
CG023		
Sub-Category: Removable and Fixed	Prosthetics	
Tissue Conditioning - Maxillary or Mandibular	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per arch per consecutive 36 months.		Subject to MAC
D5850 D5851		
CG129		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: ADJUNCTIVE SERVIO	CES	
Sub-Category: Other Adjunctive Servi	ices	
Desensitizing Medicament per tooth and per visit	80% after plan Deductible	80% after plan Deductible
Per tooth: Limited to 1 service per consecutive 12 months for ages 0 - 17.		Subject to MAC
D9910		
CG034		
Therapeutic parenteral drug single administration	80% after plan Deductible	80% after plan Deductible
Unlimited D9610		Subject to MAC
CG126		
Therapeutic parenteral drugs, two or more administrations, different	80% after plan Deductible	80% after plan Deductible
medications		Subject to MAC
Unlimited D9612		
CG127		
Occlusal Adjustment	80% after plan Deductible	80% after plan Deductible
Unlimited D9951 D9952		Subject to MAC
CG067		
Occlusal Guard Reline and Repair	80% after plan Deductible	80% after plan Deductible
Limited to more than 6 months after the initial insertion.		Subject to MAC
Unlimited D9942		
CG068		
Occlusion Analysis - Mounted Case	80% after plan Deductible	80% after plan Deductible
Unlimited D9950		Subject to MAC
CG070		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Class III		
CATEGORY: MAJOR RESTORATI	VE SERVICES	
<b>Sub-Category: Stainless Steel Crown</b>		
Stainless Steel Crown – Primary Tooth	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 12 months. D2930		Subject to MAC
CG120		
Stainless Steel Crown – Permanent Tooth	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months. D2931		Subject to MAC
CG171		
Sub-Category: Crowns		
Post and Cores	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months. Limited to teeth that have had root canal therapy.		Subject to MAC
D2952 D2954		
CG087		
Resin-based Composite Crown	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 48 months.  Multiple restorations on one surface will be treated as a single restoration.		Subject to MAC
D2710 D2712		
CG109		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Coping	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.  Not Covered if done at the same time as a crown on same tooth.		Subject to MAC
D2975		
CG022		
Crowns – Single Restorations	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MAC
D2781 D2971 D2929 D2933 D2934		
CG029		
Crowns – Single Restorations with Predominately Base Metal	50% after plan Deductible	50% after plan Deductible Subject to MAC
Limited to 1 service per tooth per consecutive 60 months.		Subject to MAC
D2721		
D2791		
CG144		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Sub-Category: Noble, High Noble, Tit	anium and/or Porcelain Crowns	
Crowns – Single Restorations Noble, High Noble, Titanium and/or Porcelain	50% after plan Deductible	50% after plan Deductible Subject to MAC
Limited to 1 service per tooth per consecutive 60 months.		
D2720 D2722 D2740 D2750 D2751 D2752 D2753 D2780 D2782 D2783 D2790 D2792 D2794 CG030		
Sub-Category: Bridges		
Pontics	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 120 months.		Subject to MAC
D6205 D6211		
D6241 D6251		
CG085		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Pontics, Noble, High Noble, Titanium, Porcelain and Ceramic Limited to 1 service per tooth per consecutive 120 months.  D6210 D6212 D6214 D6240 D6242 D6243 D6245 D6250 D6252	50% after plan Deductible	50% after plan Deductible Subject to MAC
CG154  Sub-Category: Fixed Partial Dentures	S	
Retainer-Cast Metal for Resin Bonded Fixed Prosthesis Limited to 1 service per tooth per consecutive 60 months.  D6545 D6548 D6549  CG160	50% after plan Deductible	50% after plan Deductible Subject to MAC



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
	tanium and/or Porcelain Pontics and Re	etainer Crowns
Pontics and Retainer Crowns - Noble, High Noble, Titanium, and/or Porcelain	50% after plan Deductible	50% after plan Deductible Subject to MAC
Limited to 1 service per tooth per consecutive 120 months.		
D6720 D6722 D6740 D6750 D6752 D6753 D6780 D6782 D6784 D6790 D6792 D6794		
Pontics and Retainer Crowns - Predominantly Base Metal  D6721 D6751	50% after plan Deductible	50% after plan Deductible Subject to MAC
D6781 D6781 D6783 D6791		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Sub-Category: Inlays/Onlays		
Inlays/Onlays – Retainers (Abutments)	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 120 months.		Subject to MAC
D6600 D6601 D6602 D6603 D6604 D6605 D6606 D6607 D6608 D6609 D6610 D6611 D6612 D6613 D6614 D6615 D6624 D6634 CG052		
Inlays/Onlays – Single Restorations	50% after plan Deductible	50% after plan Deductible
Unlimited D2510 D2520 D2530 D2542 D2543 D2544 D2610 D2620 D2630 D2642 D2643 D2644 D2650 D2651 D2652 D2662 D2663 D2664 CG053		Subject to MAC



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Sub-Category: Veneers		
Labial Veneer	50% after plan Deductible	50% after plan Deductible
Only covered to treat disease or injury.		Subject to MAC
Limited to 1 service per tooth per consecutive 60 months.		
D2960		
D2961		
D2962		
CG061		
Sub-Category: Removable and Fixed	Prosthetics	
Complete Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per arch per consecutive 60 months.		Subject to MAC
No additional allowances for precision		
or semi-precision attachments.		
D5110		
D5110 D5120		
D5130		
D5140		
D5876		
CG017		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Removable Partial Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per arch per consecutive 60 months.	•	Subject to MAC
No additional allowances for precision or semi-precision attachments.		
D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5223 D5224 D5225 D5226 D5282 D5282 D5283 D5284 D5286 CG103		
Interim Complete and Partial Dentures Limited to 1 interim complete or partial denture per arch per consecutive 60 months. D5810 D5811 D5820 D5821 CG055	50% after plan Deductible	50% after plan Deductible Subject to MAC
Overdentures (Partial and Complete) Limited to 1 denture per arch per consecutive 60 months.  D5863 D5864 D5865 D5866	50% after plan Deductible	50% after plan Deductible Subject to MAC
CG077		



CG028

### CONTRACTED PROVIDER NON-CONTRACTED COVERED SERVICES **BENEFIT DESCRIPTION & PROVIDER** LIMITATION **CATEGORY: PROSTHETICS OVER IMPLANTS** If the final prosthesis is an implant/abutment-supported bridge, the alternate benefit of an implant/abutment-supported removable denture may be given if the surgical placement of the implants is approved. **Sub-Category: Prosthetics Over Implants – Crowns** 50% after plan Deductible **Crowns - Single Restorations** 50% after plan Deductible Limited to 1 service per tooth per Subject to MAC consecutive 120 months. D6710 CG143 Crowns - Retainers/Abutments 50% after plan Deductible 50% after plan Deductible Limited to 1 service per tooth per Subject to MAC consecutive 60 months. D6063 D6073



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Sub-Category: Prosthetics Over Implants – Predominantly Base Metal, Noble, High Noble, Titanium and/or Porcelain Abutment Supported and/or Implanted Supported Crowns		
Abutment Supported Crowns – Single Restorations Noble, High	50% after plan Deductible	50% after plan Deductible
Noble, Titanium and/or Porcelain		Subject to MAC
Limited to 1 service per tooth per consecutive 60 months.		
D6058		
D6059		
D6060		
D6061		
D6062		
D6064		
D6065		
D6066		
D6067		
D6068		
D6069		
D6070		
D6071		
D6072		
D6074		
D6075		
D6076 D6077		
D6077 D6082		
D6082 D6083		
D6083		
D6084 D6086		
D6087		
D6088		
D6094		
D6097		
D6098		
D6099		
D6120		
D6121		
D6122		
D6123		
D6194		
D6195		
CG138		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER	
	Sub-Category: Prosthetics Over Implants – Dentures		
Implant/Abutment Supported Complete Dentures Limited to 1 service per arch per consecutive 60 months.  No additional allowances for precision or semi-precision attachments.  D6110 D6111 D6114 D6115 D6116 D6117	50% after plan Deductible	50% after plan Deductible Subject to MAC	
Implant/Abutment Supported Removable Partial Dentures Limited to 1 service per arch per consecutive 60 months.  No additional allowances for precision or semi-precision attachments.  D6112 D6113 CG050	50% after plan Deductible	50% after plan Deductible Subject to MAC	
Repair Implant Supported Prosthesis Limited to repairs performed more than 6 consecutive months after the initial insertion. Limited to 1 per consecutive 12 months. D6090 CG172	50% after plan Deductible	50% after plan Deductible Subject to MAC	



#### COVERED SERVICES CONTRACTED PROVIDER NON-CONTRACTED BENEFIT DESCRIPTION & PROVIDER LIMITATION **CATEGORY: ADJUNCTIVE SERVICES** Sub-Category: Anesthesia Paid as a separate benefit only when Medically or Dentally Necessary, in accordance with Our clinical guidelines, and when administered in conjunction with complex oral surgical procedures which are covered under this plan. 50% after plan Deductible 50% after plan Deductible Deep sedation/general anesthesia each 15 minute increment Subject to MAC Paid as a separate benefit only when Medically or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with complex oral surgical procedures which are covered under this plan. D9223 CG031 **Intravenous moderate (conscious)** 50% after plan Deductible 50% after plan Deductible sedation/analgesia - each 15 minute Subject to MAC increment Paid as a separate benefit only when Medically or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with complex oral surgical procedures which are covered under this plan. D9243 CG060 **Sub-Category: Other Adjunctive Services Occlusal Guards** 50% after plan Deductible 50% after plan Deductible Limited to treatment for bruxism. Subject to MAC Limited to 1 occlusal guard every consecutive 36 months. D9944 D9945 D9946 CG069



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: BASIC RESTORATIV	E SERVICES	
Sub-Category: Other Restorative Serv	rices	
Protective Restoration	50% after plan Deductible	50% after plan Deductible
Covered as a separate benefit only if no other service, other than x-rays and exam, were performed on the same tooth on the same visit.		Subject to MAC
D2949		
CG093		
Sub-Category: Repairs, Relines, Reba	ses, Adjustments	
Re-cement Prosthetic	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 2 per consecutive 12 months.		
No teeth limitations.		
D6092 D6093		
CG101		
Adjust Complete Denture	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5410 D5411		
CG003		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Adjust Partial Denture	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5421 D5422		
CG004		
Rebase Complete Denture	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5710 D5711		
CG157		
Rebase Partial Denture	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5720 D5721		
CG158		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Reline Partial Denture	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5740 D5741 D5760 D5761		
CG159		
Denture Repairs	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MAC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
D5511 D5512 D5520 D5611 D5612 D5621 D5622 D5630 D5640 D5650 D5660 D5670 D5671 CG033		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: ENDODONTICS		
Sub-Category: Molar Root Canal		
Molar Root Canal Therapy –	50% after plan Deductible	50% after plan Deductible
excluding final restoration Primary and Permanent Molar Teeth		Subject to MAC
Covered.		
Limited to 1 service per tooth per lifetime.		
D3330		
CG065		
<b>Sub-Category: Major Endodontics</b>		
<b>Apicoectomy Services</b>	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per lifetime.		Subject to MAC
D3410 D3421 D3425 D3426		
CG009		
Apexification / Recalcification Services	50% after plan Deductible	50% after plan Deductible
Limited to permanent teeth only.		Subject to MAC
Limited to 1 set of services per tooth per lifetime.		
D3351 D3353		
CG008		
Bone Graft in conjunction with	50% after plan Deductible	50% after plan Deductible
periradicular surgery D3428		Subject to MAC
D3428 D3429		
CG140		
Root Resection / Amputation	50% after plan Deductible	50% after plan Deductible
D3450		Subject to MAC
CG114		



COVERED SERVICES BENEFIT DESCRIPTION &	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
LIMITATION		
Pulpal Regeneration - (Completion of Regenerative Treatment in an Immature Permanent Tooth with a Necrotic Pulp) does not include	50% after plan Deductible	50% after plan Deductible Subject to MAC
Final Restoration  Limited to ages 15 and under.  Limited to permanent teeth only.		
Limited to 1 set of services per tooth per lifetime.		
D3355 D3357		
CG097		
CATEGORY: PERIODONTICS		
Sub-Category: Major/Surgical Period	lontics	
Bone replacement graft – retained natural tooth, by quadrant Limited to 1 service per quadrant or site per consecutive 24 months.	50% after plan Deductible	50% after plan Deductible Subject to MAC
Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction, or when performed in conjunction with an apicoectomy or periradicular surgery.		
D4263 D4264		
CG013		
Crown Lengthening	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 24 months.		Subject to MAC
D4249		
CG025		
Gingivectomy / Gingivoplasty	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MAC
D4210 D4211		
CG042		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Gingival Flap Procedure	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MAC
D4240 D4241		
CG041		
Guided Tissue Regeneration	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per site per consecutive 24 months.		Subject to MAC
Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction; or when performed in conjunction with an apicoectomy or periradicular surgery.		
D4265 D4266 D4267		
CG044		
Soft Tissue Surgery	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 12 months.		Subject to MAC
D4270 D4273 D4275 D4276 D4277 D4278 D4283 D4285		
CG117		
Surgical Revision Procedure	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 24 months.		Subject to MAC
D4268		
CG124		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
CATEGORY: ORAL SURGERY		
Sub-Category: Surgical Extractions		
Surgical Extraction of Erupted Tooth Requiring Removal of Bone and/or Section of Tooth	50% after plan Deductible	50% after plan Deductible Subject to MAC
D7210 CG161		
Surgical Extraction of Impacted Teeth Soft Tissue, Partially Bony, and Completely Bony With Unusual Surgical Complications	50% after plan Deductible	50% after plan Deductible Subject to MAC
D7220 D7230 D7240 D7241		
CG162  Removal of Residual Tooth Roots	50% after plan Deductible	50% after plan Deductible
D7250	3070 arter plan Bedaetiole	Subject to MAC
CG106		
Coronectomy	50% after plan Deductible	50% after plan Deductible
D7251		Subject to MAC
CG024		
Sub-Category: Other Oral Surgery		
Surgical Incision and Drainage of Abscess - intraoral soft tissue	50% after plan Deductible	50% after plan Deductible Subject to MAC
D7510 D7511		
CG122		
Excision of Hyperplastic Tissue or Pericoronal Gingiva	50% after plan Deductible	50% after plan Deductible
Unlimited D7970 D7971		Subject to MAC
CG036		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Removal of a Benign Cyst/Lesions	50% after plan Deductible	50% after plan Deductible
Coverage limited only for tooth/gingival related.		Subject to MAC
D7410 D7411 D7412 D7450 D7451		
CG104		
Alveoloplasty	50% after plan Deductible	50% after plan Deductible
Unlimited D7310 D7311 D7320 D7321		Subject to MAC
CG005		
Frenectomy/Frenuloplasty	50% after plan Deductible	50% after plan Deductible
D7960 D7963		Subject to MAC
CG039		
Removal of Torus Services	50% after plan Deductible	50% after plan Deductible
D7472 D7473 D7485		Subject to MAC
CG107		
Primary Closure of a Sinus	50% after plan Deductible	50% after plan Deductible
Perforation		Subject to MAC
D7261		
CG091		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Vestibuloplasty for Ridge Preservation - per site	50% after plan Deductible	50% after plan Deductible
Not covered if done in conjunction with other bone graft replacement procedures.		Subject to MAC
D7340 D7350		
CG136		

#### Class IV

#### **CATEGORY: ORTHODONTICS**

The total amount payable for all expenses incurred for Orthodontic services during a person's lifetime will not be more than the Orthodontia Maximum shown in The Schedule.

Payments for comprehensive full-banded Orthodontic treatment are made in installments. Benefit payments will be made every 3 months. The first payment is due when the appliance is installed. Later payments are due at the end of each 3-month period. The first installment is 25% of the charge for the entire course of treatment. The remainder of the charge is prorated over the estimated duration of treatment. Payments are only made for services provided while a person is insured. If insurance coverage ends or treatment ceases, payment for the last 3-month period will be prorated.

The total amount payable for all expenses incurred for Orthodontics during a Dependent child's lifetime will not be more than the Orthodontia Maximum shown in The Schedule. Benefits are payable under this plan only for active Orthodontic Treatment and for the Orthodontic services on the list of Dental Services for Dependent children who are under age 20 on the date the Orthodontic Treatment is started.

No benefits are payable for retention in the absence of full active Orthodontic Treatment.

Charges will be considered, subject to other plan conditions, as follows:

- 25% of the total case fee will be considered as being incurred on the date the initial active appliance is placed; and
- the remainder of the total case fee will be divided by the number of months for the total treatment plan and the resulting portion will be considered to be incurred on a monthly basis until the plan maximum is paid, treatment is completed or eligibility ends. Payments will be made quarterly.

#### **Replacement Provisions For Orthodontic Coverage**

Coverage will be provided if Orthodontic Treatment was started while Your Dependent child was covered for Orthodontic benefits under the prior carrier's plan and:

- Orthodontic Treatment is continued under this plan; and
- proof that the Maximum Benefit under this plan was not equaled or exceeded by the benefits paid or payable under the previous plan is submitted to Us;

In this case the Maximum Benefit for the Dependent child will be calculated determining:

- the lesser of the Maximum Benefit of this plan and the maximum benefit of the replacement plan; and
- subtracting the benefit paid or payable by the prior plan from the amount in the bullet above. The remainder of the benefit is payable under this plan.

In no event will a Dependent child receive more in combined Orthodontic benefits from this plan and the prior plan, than the amount which the Dependent child would have received had the prior plan remained in effect.

#### **Covered Orthodontic Treatment includes:**



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Pre-orthodontic Treatment Examination to Monitor Growth and Development	50% no Deductible	50% no Deductible Subject to MAC
Unlimited D8660		
CG156		
Orthodontic work-up including:	50% no Deductible	50% no Deductible
Intraoral complete series of radiographic images or panoramic radiographic images taken in conjunction with an orthodontic treatment plan, cephalometric radiographic images, photographs, diagnostic casts (i.e., study models) for orthodontic evaluation, treatment plan.		Subject to MAC
D8081 D8091		
CG153		
Fixed or Removable Orthodontic Appliances for Limited Tooth Movement and/or Limited Tooth Guidance	50% no Deductible	50% no Deductible Subject to MAC
Unlimited D8010 D8020 D8021 D8022 D8023 D8024 D8030 D8031 D8032 D8033 D8034 D8040 D8041 D8042 D8043 D8044		
CG147		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Comprehensive Orthodontic Treatment Child	50% no Deductible	50% no Deductible
This includes retainers, habit appliances, and any fixed or removable interceptive orthodontic appliances.		Subject to MAC
D8070 D8071 D8072 D8073 D8074 D8080 D8082 D8083 D8084 D8090 D8092 D8093 D8094		
CG019  Periodic Orthodontic Treatment	50% no Deductible	50% no Deductible
Visit D8670	3070 no Deduction	Subject to MAC
CG170		
Interceptive Orthodontic Treatment of the Primary Dentition Unlimited This includes retainers, habit appliances and any fixed or removable interceptive orthodontic appliances.  D8050 D8051 D8052 D8053 D8054 D8060 D8061 D8062 D8063	50% no Deductible	50% no Deductible Subject to MAC
CG054		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	CONTRACTED PROVIDER	NON-CONTRACTED PROVIDER
Placement of Device to Facilitate Eruption of Impacted Tooth Unlimited D7283 CG084	50% no Deductible	50% no Deductible Subject to MAC
Transseptal Fiberotomy/Supra Crestal Fiberotomy, by report D7291 CG167	50% no Deductible	50% no Deductible Subject to MAC
Harmful Habits Treatment Unlimited D8210 D8220 CG148	50% no Deductible	50% no Deductible Subject to MAC



# **General Limitations and Expenses Not Covered**

#### **General Limitations**

For limitations on specific covered services, please see The Schedule.

- any treatment received outside of the United States is not covered except for treatment received as an Emergency Service;
- replacement of a partial denture, complete denture, fixed bridge, any prosthesis, over implant, or the addition of teeth to a partial denture is not covered, unless the replacement is needed due to a Necessary extraction of an additional functioning Natural Tooth while the person is covered under this plan (alternate benefits of adding a tooth to an existing appliance may be applied);
- replacement of a crown, bridge, onlay, post/post and core, or other laboratory prepared or CAD/CAM prepared restoration, partial denture, or complete denture within the frequency limitation stated on the Schedule is not covered unless:
  - the replacement is made Necessary by the placement of an original opposing complete denture or the Necessary extraction of Natural Teeth; or
  - the crown, bridge, onlay, post/post and core, other laboratory prepared or CAD/CAM prepared restoration, partial denture, or complete denture while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- replacement of any amalgam or resin-based composite restoration involving the same surface(s) on the same tooth by the same Dentist or a different Dentist in the same office within the frequency limitation stated on the Schedule is not covered;
- a combination of radiographic images (such as ten or more periapical radiographic images; or a panoramic radiographic image with bite-wing radiographic images) completed on the same date of service will not be covered when the allowance meets or exceeds the allowance for an intraoral complete series of radiographic images. Plan reimbursement will be based on an intraoral complete series;
- localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth. Allowable only on teeth with both periodontal pocket depths of 5 mm or greater and a prior history of Periodontal Therapy. Not allowable when more than eight (8) of these procedures are reported on the same date of service;

- tissue preparation such as gingivectomy/gingivoplasty or crown lengthening as a separate allowance on the same date as a restoration on the same tooth;
- when covered by Your plan, any prosthesis over an implant is subject to the same exclusions, limitations, alternate benefit provisions, time limitations, and missing tooth limitations as standard traditional restorative, fixed and removable prosthetics;
- covered Services to the extent that billed charges exceed the rate of reimbursement as described in The Schedule;
- any replacement of a crown, bridge, partial denture, or complete denture which is or can be made usable according to commonly accepted dental standards;
- crowns, inlays, cast restorations, or other laboratory prepared or CAD/CAM prepared restorations on teeth unless the tooth cannot be restored with an amalgam or resin-based composite restoration due to major decay or fracture:
- periodontal soft tissue surgery is limited to an allowance of three (3) qualifying teeth per quadrant in a twelve month period (or per calendar year); and to one benefit per tooth every 36 months.

The benefits provided under this plan will be reduced so that the total payment will not be more than 100% of the charge made for the dental service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by Your Employer.

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#### **Expenses Not Covered**

Covered Expenses will not include, and no payment will be made for:

- any services not stated under Covered Dental Services and The Schedule;
- procedures that are a covered expense under any other medical plan which provides group hospital, surgical, or medical benefits whether or not on an insured basis;
- charges incurred due to injuries which are intentionally selfinflicted;
- charges for or in connection with an injury or illness arising out of, or in the course of any employment for wage or profit;
- charges for or in connection with an injury or illness which is covered under any workers' compensation or similar law;



- charges made by a hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected condition;
- services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;
- consultations and/or evaluations associated with services that are not covered;
- cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance) which may include but is not limited to the following: bleaching (tooth whitening), facings, repairs to facings or replacement of facings on crowns or bridge units on molar teeth will always be considered cosmetic. However, for newborn children, benefits will include coverage of an injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities;
- replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances, if orthodontics is covered) that have been lost, stolen, or damaged due to patient abuse, misuse, or neglect;
- procedures, services, supplies, restorations, or appliances (except complete dentures), whose sole or primary purpose is to change or maintain vertical dimension;
- procedures, services, supplies, restorations or appliances
  whose main purpose is to diagnose or treat jaw joint
  problems, including dysfunction of the temporomandibular
  joint and craniomandibular disorders, or other conditions of
  the joints linking the jawbone and skull, including the
  complex muscles, nerves and other tissues related to that
  joint;
- occlusal adjustment or the alteration or restoration of occlusion;
- the restoration of teeth which have been damaged by erosion, attrition, abfraction or abrasion;
- bite registration or bite analysis;
- porcelain, ceramic, resin, or acrylic materials on crowns or pontics on, or replacing the upper or lower first, second and/or third molars;
- procedures, restorations, appliances or services to stabilize periodontally involved teeth;
- services associated with the diagnosis, placement, treatment, repair, removal or replacement of a dental implant, or any other services related to implants, unless covered by Your specific plan, including but not limited to: the surgical placement of a dental implant body; the surgical implant index or template guide used for implant surgery; implant abutment(s) and/or connecting bar(s); periodontal/peri-

- implant and/or maintenance services specifically related to a dental implant; and/or removal of an existing implant(s);
- fixed or removable space maintainers for patients on or after their 25th birthday;
- myofunctional therapy;
- the re-cementation and/or repair of any inlay, onlay, crown, post and core, or fixed bridge within 6 months of initial placement by the same Dentist or a different Dentist in the same office. We consider re-cementation and/or repair within this timeframe to be incidental to and part of the charges for the initial restoration;
- replacement of a partial denture or complete denture which can be made serviceable;
- prescription drugs;
- treatment of jaw fractures and/or orthognathic surgery;
- the treatment of cleft lip and cleft palate;
- charges for sterilization of equipment, infection control
  processes and procedures, disposal of medical waste or
  other requirements mandated or recommended by the
  Centers for Disease Control and Prevention (CDC), OSHA
  or other regulatory agencies; We consider these to be
  incidental to and part of the charges for services provided
  and not separately chargeable;
- charges for travel time; transportation costs; or professional advice given on the phone;
- temporary, transitional or interim dental services;
- personal supplies, including but not limited to toothbrushes, rotary toothbrushes, floss holders, and water irrigation devices;
- charges for broken appointments; completion of claim forms; duplication of x-rays and/or exams required by a third party;
- services that are deemed to be medical services;
- any charges, including ancillary charges, for services and supplies received from a hospital, outpatient facility, ambulatory surgical center or similar facility;
- charges for treatment or surgery that does not meet plan guidelines;
- general anesthesia or intravenous sedation when used for the purposes of anxiety control or patient management;
- indirect pulp capping on the same date of service as a permanent restoration, We consider this to be incidental to and part of the charges for services provided and not separately chargeable;
- additional/incremental costs associated with optional/elective orthodontic materials including but not limited to ceramic, clear, or lingual brackets, or other cosmetic appliances including clear aligners; orthognathic



surgery and associated incremental costs; appliances to guide minor tooth movement; and services which are not typically included in Orthodontic Treatment. These services will be identified on a case-by-case basis. This exclusion applies when Orthodontics is covered under Your plan;

- endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis;
- intentional root canal treatment in the absence of injury or disease solely to facilitate a restorative procedure;
- services to the extent You or Your enrolled Dependent(s) compensated under any group medical plan. Services compensated under auto insurance policies are not excluded;
- house/extended care facility calls; hospital calls; office visits for observation (during regularly scheduled hours) when no other services are performed; office visits after regularly scheduled hours; and case presentations;
- procedures performed by a Dentist who is a Member of the Covered Person's family except in the case of a dental emergency when no other Dentist is available. (Covered Person's family is limited to a Spouse, siblings, parents, children, grandparents, and the Spouse's siblings and parents);
- dental services that do not meet commonly accepted dental standards;
- replacement of teeth beyond the normal adult dentition of thirty-two (32) teeth;
- services not included in the list of Covered Services, unless
  We agree to accept such expense as a Covered Dental
  Expense, in which case payment will be made consistent
  with similar services which would provide the least
  expensive professionally satisfactory result;
- to the extent that You or any of Your Dependents are in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- charges in excess of the Maximum Allowed Charge Scheduled Reimbursement Amounts allowances;
- procedures for which a charge would not have been made if the person had no insurance or for which the person is not legally required to pay. For example, if We determine that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of the Copayment, Deductible, and/or Coinsurance amount(s) You are required to pay for a Covered Service (as shown on The Schedule) without Our express consent, We shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether

the provider represents that You remain responsible for any amounts that Your plan does not cover. We shall have the right to require You to provide proof sufficient to Us that You have made Your required cost share payment(s) prior to the payment of any benefits by Us. This exclusion includes, but is not limited to, charges of a Non-Contracted Provider who has agreed to charge You or charged You at an In-Network benefits level or some other benefits level not otherwise applicable to the services received;

- charges arising out of or relating to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law;
- Covered Services to the extent that payment is unlawful where the Covered Person resides when the expenses are incurred;
- charges for or in connection with experimental procedures or treatment methods not recognized and approved by the American Dental Association or the appropriate dental specialty organization;
- charges which would not have been made in any facility, other than a Hospital or a Correctional Institution owned or operated by the United States Government or by a state or municipal government if the person had no insurance;
- services for which benefits are not payable according to the "General Limitations" section;
- procedures which are not included in the list of Covered Dental Expenses;
- procedures which are not necessary and which do not have uniform professional endorsement;
- for charges for unnecessary care, treatment or surgery;
- · athletic mouth guards.

Should any law require coverage for any particular service(s) noted above, the exclusion or limitation for that service(s) shall not apply.

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# **Coordination Of This Contract's Benefits With Other Benefits**

The Coordination of Benefits (COB) provision applies when a person has health care coverage under more than one plan. Plan is defined below.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accord with its policy terms without regard to the possibility that another plan may cover some expenses.



The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans equal 100 percent of the total allowable expense.

#### **DEFINITIONS**

- (a) A "plan" is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for Members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - (1) Plan includes: group, blanket, or franchise accident and health insurance policies, excluding disability income protection coverage; individual and group health maintenance organization evidences of coverage: individual accident and health insurance policies; individual and group preferred provider benefit plans and exclusive provider benefit plans; group insurance contracts, individual insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care; medical care components of individual and group long-term care contracts; limited benefit coverage that is not issued to supplement individual or group in-force policies: uninsured arrangements of group or group-type coverage; the medical benefits coverage in automobile insurance contracts; and Medicare or other governmental benefits, as permitted by law.
- (2) Plan does not include: disability income protection coverage; the Texas Health Insurance Pool; workers' compensation insurance coverage; hospital confinement indemnity coverage or other fixed indemnity coverage; specified disease coverage; supplemental benefit coverage; accident only coverage; specified accident coverage; school accident-type coverages that cover students for accidents only, including athletic injuries, either on a "24-hour" or a "to and from school" basis; benefits provided in long-term care insurance contracts for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services; Medicare supplement policies; a state plan under Medicaid; a governmental plan that, by law, provides benefits that are in excess of those of any private insurance plan; or other non-governmental plan; or an individual accident and health insurance policy that is designed to fully integrate with other policies through a variable Deductible.
  - Each contract for coverage under (a) (1) or (a) (2) is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.
- (b) "This plan" means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with like benefits, and may apply other separate COB provisions to coordinate other benefits.
  - The order of benefit determination rules determine whether this plan is a primary plan or secondary plan when the person has health care coverage under more than one plan. When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits. When this plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits equal 100 percent of the total allowable expense.
- (c) "Allowable expense" is a health care expense, including Deductibles, Coinsurance, and Copayments, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that



is not covered by any plan covering the person is not an allowable expense. In addition, any expense that a health care provider or physician by law or in accord with a contractual agreement is prohibited from charging a Covered Person is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.
- (2) If a person is covered by two or more plans that do not have negotiated fees and compute their benefit payments based on the usual and customary fees, allowed amounts, or relative value schedule reimbursement methodology, or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.
- (3) If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.
- (4) If a person is covered by one plan that does not have negotiated fees and that calculates its benefits or services based on usual and customary fees, allowed amounts, relative value schedule reimbursement methodology, or other similar reimbursement methodology, and another plan that provides its benefits or services based on negotiated fees, the primary plan's payment arrangement must be the allowable expense for all plans. However, if the health care provider or physician has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the health care provider's or physician's contract permits, the negotiated fee or payment must be the allowable expense used by the secondary plan to determine its benefits.
- (5) The amount of any benefit reduction by the primary plan because a Covered Person has failed to comply with the plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, prior authorization of admissions, and preferred health care provider and physician arrangements.
- (d) "Allowed amount" is the amount of a billed charge that a carrier determines to be covered for services provided by a non-preferred health care provider or physician. The allowed amount includes both the carrier's payment and

- any applicable Deductible, Copayment, or Coinsurance amounts for which the insured is responsible.
- (e) "Closed panel plan" is a plan that provides health care benefits to covered persons primarily in the form of services through a panel of health care providers and physicians that have contracted with or are employed by the plan, and that excludes coverage for services provided by other health care providers and physicians, except in cases of emergency or referral by a panel Member.
- (f) "Custodial parent" is the parent with the right to designate the primary residence of a child by a court order under the Texas Family Code or other applicable law, or in the absence of a court order, is the parent with whom the child resides more than one-half of the Calendar Year, excluding any temporary visitation.

#### ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more plans, the rules for determining the order of benefit payments are as follows:

- (a) The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other plan.
- (b) Except as provided in (c), a plan that does not contain a COB provision that is consistent with this policy is always primary unless the provisions of both plans state that the complying plan is primary.
- (c) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage must be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-ofnetwork benefits.
- (d) A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.
- (e) If the primary plan is a closed panel plan and the secondary plan is not, the secondary plan must pay or provide benefits as if it were the primary plan when a Covered Person uses a non-contracted health care provider or physician, except for Emergency Services or authorized referrals that are paid or provided by the primary plan.
- (f) When multiple contracts providing coordinated coverage are treated as a single plan under this subchapter, this section applies only to the plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one carrier



- pays or provides benefits under the plan, the carrier designated as primary within the plan must be responsible for the plan's compliance with this subchapter.
- (g) If a person is covered by more than one secondary plan, the order of benefit determination rules of this subchapter decide the order in which secondary plans' benefits are determined in relation to each other. Each secondary plan must take into consideration the benefits of the primary plan or plans and the benefits of any other plan that, under the rules of this contract, has its benefits determined before those of that secondary plan.
- (h) Each plan determines its order of benefits using the first of the following rules that apply.
  - (1) Non-Dependent or Dependent. The plan that covers the person other than as a Dependent, for example as an Employee, Member, Policyholder, subscriber, or Retiree, is the primary plan, and the plan that covers the person as a Dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a Dependent and primary to the plan covering the person as other than a Dependent, then the order of benefits between the two plans is reversed so that the plan covering the person as an Employee, Member, Policyholder, subscriber, or Retiree is the secondary plan and the other plan is the primary plan. An example includes a retired Employee.
  - (2) Dependent Child Covered Under More Than One Plan. Unless there is a court order stating otherwise, plans covering a Dependent child must determine the order of benefits using the following rules that apply.
    - (A) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
      - (i) The plan of the parent whose birthday falls earlier in the Calendar Year is the primary plan; or
      - (ii) If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
    - (B) For a Dependent child whose parents are divorced, separated, or not living together, whether or not they have ever been married:
      - (i) if a court order states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years

- commencing after the plan is given notice of the court decree.
- (ii) if a court order states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of (h)(2)(A) must determine the order of benefits.
- (iii) if a court order states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of (h)(2)(A) must determine the order of benefits.
- (iv) if there is no court order allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
  - (I) the plan covering the custodial parent;
  - (II) the plan covering the spouse of the custodial parent;
  - (III) the plan covering the non-custodial parent; then
  - (IV) he plan covering the spouse of the noncustodial parent.
- (C) For a Dependent child covered under more than one plan of individuals who are not the parents of the child, the provisions of (h)(2)(A) or (h)(2)(B) must determine the order of benefits as if those individuals were the parents of the child.
- (D) For a Dependent child who has coverage under either or both parents' plans and has his or her own coverage as a Dependent under a spouse's plan, (h)(5) applies.
- (E) In the event the Dependent child's coverage under the spouse's plan began on the same date as the Dependent child's coverage under either or both parents' plans, the order of benefits must be determined by applying the birthday rule in (h)(2)(A) to the Dependent child's parent(s) and the Dependent's spouse.
- (3) Active, Retired, or Laid-off Employee. The plan that covers a person as an active Employee, that is, an Employee who is neither laid off nor retired, is the primary plan. The plan that covers that same person as a retired or laid-off Employee is the secondary plan. The same would hold true if a person is a Dependent of an active Employee and that same person is a Dependent of a retired or laid-off Employee. If the plan that covers the same person as



- a retired or laid-off Employee or as a Dependent of a retired or laid-off Employee does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.
- (4) COBRA or State Continuation Coverage. If a person whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an Employee, Member, subscriber, or Retiree or covering the person as a Dependent of an Employee, Member, subscriber, or Retiree is the primary plan, and the COBRA, state, or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.
- (5) Longer or Shorter Length of Coverage. The plan that has covered the person as an Employee, Member, Policyholder, subscriber, or Retiree longer is the primary plan, and the plan that has covered the person the shorter period is the secondary plan.
- (6) If the preceding rules do not determine the order of benefits, the allowable expenses must be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

#### EFFECT ON THE BENEFITS OF THIS PLAN

- (a) When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal 100 percent of the total allowable expense for that claim. In addition, the secondary plan must credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.
- (b) If a Covered Person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, COB must not apply between that plan and other closed panel plans.

## COMPLIANCE WITH FEDERAL AND STATE LAWS CONCERNING CONFIDENTIAL INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. Cigna will comply with federal and state law concerning confidential information for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. Each person claiming benefits under this plan must give Cigna any facts it needs to apply those rules and determine benefits.

#### FACILITY OF PAYMENT

A payment made under another plan may include an amount that should have been paid under this plan. If it does Cigna may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. Cigna will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

#### RIGHT OF RECOVERY

If the amount of the payments made by Cigna is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid or any other person or organization that may be responsible for the benefits or services provided for the Covered Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

HCDFB-COB4 01-18

# **Expenses For Which A Third Party May Be Responsible**

This plan does not cover:

- Expenses incurred by You or Your Dependent(s) (hereinafter individually and collectively referred to as a "Participant,") for which a party may be responsible as a result of having caused or contributed to an Injury or Sickness, except for expenses relating to other benefits plans that provide insurance coverage for the Participant (excluding Part B of Medicare).
- Expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any (a) automobile medical, automobile no-fault, uninsured or



underinsured motorist insurance, or (b) homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage.

#### Right of Reimbursement

If a Covered Person incurs expenses for Covered Services for which another party may be responsible or for which the Covered Person may receive payment as described above, We will be granted a right of reimbursement, to the extent of the benefits provided by Us, from the proceeds of any recovery whether by settlement, judgment, or otherwise.

#### Lien of the Plan

By accepting benefits under this plan, a Covered Person:

- grants a lien and assigns to Us an amount equal to the benefits paid under this plan against any recovery made by or on behalf of the Covered Person which is binding on any attorney or other party who represents the Covered Person whether or not an agent of the Covered Person or of any insurance company or other financially responsible party against whom a Covered Person may have a claim provided said attorney, insurance carrier or other party has been notified by Us or Our agents;
- agrees that this lien shall constitute a charge against the proceeds of any recovery and We shall be entitled to assert a security interest thereon;
- agrees to hold the proceeds of any recovery in trust for Our benefit to the extent of any payment made by Us.

#### **Additional Terms**

- No adult Covered Person may assign any rights that he may have to recover dental expenses from any third party or other person or entity to any Dependent child without Our prior express written consent. Our right to recover shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.
- No Covered Person shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.
- Our right of recovery shall be a prior lien against any
  proceeds recovered by the Covered Person. This right of
  recovery shall not be defeated nor reduced by the
  application of any so-called "Made-Whole Doctrine",
  "Rimes Doctrine", or any other such doctrine purporting to
  defeat Our recovery rights by allocating the proceeds
  exclusively to non-dental expense damages.
- No Covered Person shall incur any expenses on behalf of the plan in pursuit of the plan's rights. Specifically; no court costs, attorneys' fees, or other representatives' fees may be deducted from the plan's recovery without Our prior express written consent. This right shall not be defeated by any so-called "Fund Doctrine", "Common Fund Doctrine", or "Attorney's Fund Doctrine".

- We shall recover the full amount of benefits provided under the plan without regard to any claim of fault on the part of any Covered Person, whether under comparative negligence or otherwise.
- We hereby disavow all equitable defenses in the pursuit of Our right of recovery. Our recovery rights are neither affected nor diminished by equitable defenses.
- In the event that a Covered Person fails or refuses to honor his obligations under the plan. We shall be entitled to recover any costs incurred in enforcing the terms of the Policy including, but not limited to, attorney's fees, litigation, court costs, and other expenses. We shall also be entitled to offset the reimbursement obligation against any entitlement to future dental benefits under the Covered Person has fully complied with his reimbursement obligations, regardless of how those future dental benefits are incurred.
- Any reference to state law in any other provision of this plan shall not be applicable to this provision, if the plan is governed by ERISA. By acceptance of benefits under the plan, the Covered Person agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, We shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.
- Covered Persons must assist Us in pursuing any recovery rights by providing requested information.

HCDFB-SUB16 01-18

### **Payment of Benefits**

#### Assignment and Payment of Benefits

You may not assign to another individual, Your right to payment of benefits under this plan, nor may You assign any administrative, statutory, or legal rights or causes of action you may have under ERISA, including, but not limited to, any right to make a claim for plan benefits, to request plan or other documents, to file appeals of denied claims or grievances, or to file lawsuits under ERISA. Any attempt to assign such rights shall be void and unenforceable under all circumstances.

You may, however, authorize Cigna to pay any healthcare benefits under this policy to a Contracted or Non-Contracted Provider. When You authorize the payment of Your healthcare benefits to a Contracted or Non-Contracted Provider, You authorize the payment of the entire amount of the benefits due on that claim. If a provider is overpaid because of accepting



duplicate payments from You and Cigna, it is the provider's responsibility to reimburse the overpayment to You. Cigna may pay all healthcare benefits for Covered Services directly to a Contracted Provider without Your authorization. You may not interpret or rely upon this discrete authorization or permission to pay any healthcare benefits to a Contracted or Non-Contracted Provider as the authority to assign any other rights under this policy to any party, including, but not limited to, a provider of healthcare services/items.

When benefits are paid to You, You or Your Dependents are responsible for reimbursing the Non-Contracted Provider.

You may not interpret or rely upon this discrete authorization or permission to pay any healthcare benefits to a provider as the authority to assign any other rights under this policy to any party, including, but not limited to, a provider of healthcare services/items.

#### **Initial Determination**

A claim for dental benefits will be reviewed upon receipt. We will notify You of Our decision to approve or deny the claim within 30 days from the date You submitted the claim, unless an extension is required due to matters beyond Our control. Any extension will not be more than 15 days.

If We require an extension, You will be notified in writing before the end of the initial 30 day period. The notice of extension will explain the reasons for the extension and will state when a determination will be made. If an extension is required because We require additional information from You, the time from the date of Our notice requesting further information and the time We receive the necessary information does not count toward the time period We are allowed to notify You of the claim determination. You will have 45 days from the date you receive the request for additional information to provide the requested information.

#### **Claim Denial**

If Your claim is denied, in whole or in part, the notification of the claim decision will state the reason why Your claim was denied and reference the specific plan provisions upon which the denial is based. If the claim is denied because more information is needed from You, the claims decision will describe the additional information needed and why such information is needed. If We relied on an internal rule or other criterion when denying the claim, the claim decision will include the rule or other criteria or will indicate that such rule or criteria was relied upon and You may request a copy free of charge.

#### To Whom Payable

Dental benefits are assignable to the provider. When You assign benefits to a provider, You have assigned the entire amount of the benefits due on that claim. If the provider is overpaid because of accepting a patient's payment on the charge, it is the provider's responsibility to reimburse the

patient. Because of Our contracts with providers, all claims from contracted providers should be assigned.

When benefits are paid to You or Your Dependent(s). You or Your Dependent(s) are responsible for reimbursing the provider.

If any person to whom benefits are payable is a minor or is not able to give a valid receipt for any payment due him, such payment will be made to his legal guardian. If no request for payment has been made by his legal guardian, We will make payment to the person or institution appearing to have assumed his custody and support.

In the event of the death of a Covered Person, We may receive notice that an executor of the estate has been established. The executor has the same rights as the Covered Person and benefit payments for unassigned claims should be made payable to the executor.

Payment as described above will release Us from all liability to the extent of any payment made.

#### **Recovery of Overpayment**

When We have made an overpayment, We will have the right at any time to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment. In addition, Your acceptance of benefits under this Policy and/or assignment of Dental Benefits separately creates an equitable lien by agreement pursuant to which We may seek recovery of any overpayment. You agree that in seeking recovery of any overpayment as a contractual right or as an equitable line by agreement, We may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

HCDFB-POB41 01-19

### **Termination of Insurance**

#### **Termination of Your Insurance**

Your insurance will cease on the earliest date below:

- the date You cease to be in a Class of Eligible Employees or cease to qualify for the insurance.
- the last day for which You have made any required contribution for the insurance.
- the date the Policy is canceled or lapses due to a nonpayment of premium.
- the date Your Active Service ends, except as described below.
- · Your death.



Any continuation of insurance must be based on a plan which precludes individual selection.

#### **Temporary Layoff or Leave of Absence**

If Your Active Service ends due to temporary layoff or leave of absence, Your insurance will be continued until the date Your Employer: stops paying premium for You; or otherwise cancels Your insurance. However, Your insurance will not be continued for more than 60 days past the date Your Active Service ends.

#### **Injury or Sickness**

If Your Active Service ends due to an injury or sickness, Your insurance will be continued while You remain totally and continuously disabled as a result of the injury or sickness. However, Your insurance will not continue past the date Your Employer stops paying premium for You or otherwise cancels Your insurance.

#### **Termination of Insurance - Dependents**

Your insurance for all of Your Dependents will cease on the earliest date below:

- the date Your insurance ceases; or
- the date You cease to be eligible for Dependent insurance;
- the last day for which You have made any required contribution for the insurance; or
- the date Dependent insurance is canceled; or
- the date that Dependent no longer qualifies as a Dependent;
   or
- Your death.

Coverage for any Dependent child will terminate on the day the Dependent child turns age 26. Such termination will be without prejudice to any claim originating prior to the termination date. Our acceptance of any premium after such date will be considered as premium for only the remaining Covered Person(s) under the Policy.

However, coverage will continue for any Dependent child regardless of age, who is incapable of self-sustaining employment by reason of intellectual disabilities or a physical handicap. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child reaches the Dependent age limit.

HCDFB-TRM59 01-19

#### **Dental Benefits Extension**

An expense incurred in connection with a Covered Service that is completed after a person's benefits cease will be deemed to be incurred while You are insured if:

- for fixed bridgework and full or partial dentures, the first impressions are taken and/or abutment teeth fully prepared while You are insured and the device installed or delivered to You within 1-4 calendar month(s) after Your insurance ceases.
- for a crown, inlay or onlay, the tooth is prepared while You are insured and the crown, inlay or onlay installed within 1-4 calendar month(s) after Your insurance ceases.
- for root canal therapy, the pulp chamber of the tooth is opened while You are insured and the treatment is completed within 1-4 calendar month(s) after Your insurance ceases.

There is no extension for any Covered Service not shown above.

HCDFB-BEX6 01-19

### **Special Plan Provisions**

#### Notice of an Appeal or a Grievance

The appeal or grievance provision in this Certificate may be superseded by the law of Your state. Please see Your explanation of benefits for the applicable appeal or grievance procedure.

#### **Utilization Management Decisions**

Utilization Management (UM) decision making is based only on appropriateness of care and service and existence of coverage. Cigna Dental does not specifically reward practitioners or other individuals for issuing denials of coverage. Financial incentives for UM decision makers do not encourage decisions that result in underutilization.

HCDFB-SPP3 01-19

#### **Appointment of Authorized Representative**

You may appoint an authorized representative to assist You in submitting a claim or appealing a claim denial. However, We may require You to designate Your authorized representative in writing using a form approved by Us. At all times, the appointment of an authorized representative is revocable by You. To ensure that a prior appointment remains valid, We



may require You to re-appoint Your authorized representative, from time to time.

We reserve the right to confirm the signature on an authorized form is Yours. We may also contact You to confirm the authorized representative has disclosed to You all of the relevant facts and circumstances relating to the overpayment or underpayment of any claim, including, for example, that the billing practices of the provider of dental services may have jeopardized Your coverage through the waiver of the costsharing amounts that You are required to pay under Your plan.

If You choose to revoke Your designation of an authorized representative, You may appoint a new authorized representative at any time, in writing, using a form approved by Us.

HCDFB-AAR4 01-19

### The Following Will Apply To Residents Of Texas When You Have A Complaint Or An Adverse Determination Appeal

For the purposes of this section, any reference to "You," "Your" or "Employee" also refers to a representative or provider designated by You to act on Your behalf, unless otherwise noted.

We want You to be completely satisfied with the care You receive. That is why We have established a process for addressing Your concerns and solving Your problems.

#### When You Have a Complaint

We are here to listen and help. If You have a complaint regarding a person, a service, the quality of care, or contractual benefits not related to dental necessity, You can call Our toll-free number on Your ID card explanation of benefits, or claim form and explain Your concern to one of Our Customer Service representatives. A complaint does not include: a misunderstanding or problem of misinformation that can be promptly resolved by Us by clearing up the misunderstanding or supplying the correct information to Your satisfaction; or You or Your provider's dissatisfaction or disagreement with an adverse determination. You can also express that complaint in writing.

We will do Our best to resolve the matter on Your initial contact. If We need more time to review or investigate Your complaint, We will send You a letter acknowledging the date on which We received Your complaint no later than the fifth working day after We receive Your complaint. We will respond in writing with a decision 30 calendar days after We receive a complaint for a post service coverage determination. If more time or information is needed to make the

determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

If You are not satisfied with the results of a coverage decision, You can start the complaint appeals procedure.

#### **Complaint Appeals Procedure**

To initiate an appeal of a complaint resolution decision, You must submit a request for an appeal in writing. You should state the reason why You feel Your appeal should be approved and include any information supporting Your appeal. If You are unable or choose not to write, You may ask to register Your appeal by telephone. Call or write to us at the toll-free number or address on Your Benefit Identification card, explanation of benefits or claim form.

Your complaint appeal request will be conducted by the Complaint Appeals Committee, which consists of at least three people. Anyone involved in the prior decision may not vote on the Committee. You may present Your situation to the Committee by conference call.

We will acknowledge in writing that We have received Your request within five working days after the date We receive Your request for a Committee review and schedule a Committee review. The Committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed by the Committee to complete the review. You will be notified in writing of the Committee's decision within five working days after the Committee meeting, and within the Committee review time frames above if the Committee does not approve the requested coverage.

#### When You have an Adverse Determination Appeal

An Adverse Determination is a decision made by Us that the health care service(s) furnished or proposed to be furnished to You is (are) not Medically Necessary and/or Dentally Necessary or clinically appropriate. An Adverse Determination also includes a denial by Us of a request to cover a specific prescription drug prescribed by Your Dentist. If You are not satisfied with the Adverse Determination, You may appeal the Adverse Determination orally or in writing. You should state the reason why You feel Your appeal should be approved and include any information supporting Your appeal. We will acknowledge the appeal in writing within five working days after We receive the Adverse Determination Appeal request.

Your appeal of an Adverse Determination will be reviewed and the decision made by a health care professional not involved in the initial decision. We will respond in writing with a decision within 30 calendar days after receiving the Adverse Determination Appeal request.



You may request that the appeal resolution be expedited if the time frames under the above process would seriously jeopardize Your life or health or would jeopardize Your ability to regain the dental functionality that existed prior to the onset of Your current condition.

A dental professional, in consultation with the treating Dentist, will decide if an expedited review is necessary. When a review is expedited, the Dental Plan will respond orally with a decision within 72 hours, but will not exceed one working day from the date all information necessary to complete the appeal is received, followed up in writing.

#### **Retrospective Review Requirements**

Notice of adverse determinations (denials only) of retrospective reviews must be made in writing to the patient within a reasonable period, not to exceed 30 days from the date of receipt.

The term retrospective review is a system in which review of the dental necessity and appropriateness of health care services provided to an enrollee is performed for the first time subsequent to the completion of such health care services. Retrospective review does not include subsequent review of services for which prospective or concurrent reviews for dental necessity and appropriateness were previously conducted.

#### **Independent Review Procedure**

If You are not fully satisfied with the decision of Our Adverse Determination appeal process or if You feel Your condition is life-threatening, You may request that Your appeal be referred to an Independent Review Organization. The Independent Review Organization is composed of persons who are not employed by Us or any of Our affiliates. A decision to use the voluntary level of appeal will not affect the claimant's rights to any other benefits under the plan.

There is no charge for You to initiate this independent review process and the decision to use the process is voluntary. We will abide by the decision of the Independent Review Organization.

In order to request a referral to an Independent Review Organization, certain conditions apply. The reason for the denial must be based on a dental necessity or clinical appropriateness determination by Us. Administrative, eligibility or benefit coverage limits or exclusions are not eligible for appeal under this process. You will receive detailed information on how to request an Independent Review and the required forms You will need to complete with every Adverse Determination notice.

The Independent Review Program is a voluntary program arranged by Us.

#### Appeal to the State of Texas

You have the right to contact the Texas Department of Insurance for assistance at any time for either a complaint or an Adverse Determination appeal. The Texas Department of Insurance may be contacted at the following address and telephone number:

Texas Department of Insurance 333 Guadalupe Street P.O. Box 149104 Austin, TX 78714-9104 1-800-252-3439

#### Notice of Benefit Determination on Appeal

Every notice of an appeal decision will be provided in writing or electronically and, if an adverse determination, will include: (1) the specific reason or reasons for the denial decision; (2) reference to the specific plan provisions on which the decision is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined; (4) a statement describing any voluntary appeal procedures offered by the plan and the claimant's right to bring an action under ERISA section 502(a); (5) upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding Your appeal, and an explanation of the scientific or clinical judgment for a determination that is based on a Medically Necessary and/or Dentally Necessary, experimental treatment or other similar exclusion or limit.

You also have the right to bring a civil action under Section 502(a) of ERISA if You are not satisfied with the decision on review. You or Your plan may have other voluntary alternative dispute resolution options such as Mediation. One way to find out what may be available is to contact Your local U.S. Department of Labor office and Your State insurance regulatory agency. You may also contact the Plan Administrator.

#### **Relevant Information**

Relevant Information is any document, record, or other information which (a) was relied upon in making the benefit determination; (b) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; (c) demonstrates compliance with the administrative processes and safeguards required by federal law in making the benefit determination; or (d) constitutes a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit or the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.



#### Legal Action under Federal Law

If Your plan is governed by ERISA, You have the right to bring a civil action under Section 502(a) of ERISA if You are not satisfied with the outcome of the Appeals Procedure.

HCDFB-APL74 01-19

#### Miscellaneous

#### **Notice Regarding Provider Directory**

You may obtain a listing of Contracted Providers who participate in Our dental network without charge by visiting <a href="https://www.cigna.com">www.cigna.com</a>; <a href="mycigna.com">mycigna.com</a>; or by calling the toll-free telephone number 1-(800) CIGNA24.

#### **Oral Health Integration Program**

Clinical research has established an association between dental disease and complication of some medical conditions, such as the conditions noted below.

If you are a Cigna Dental plan member and you have one or more of the conditions listed below, you may apply for 100% reimbursement of Your Copayment or Coinsurance for certain periodontal or caries-protection procedures (up to the applicable plan maximum reimbursement levels and annual plan maximums).

For members with diabetes, cerebrovascular or cardiovascular disease:

- periodontal scaling and root planing (sometimes referred to as "deep cleaning")
- periodontal maintenance

For members who are pregnant:

- periodic, limited and comprehensive oral evaluation
- periodontal evaluation
- periodontal maintenance
- periodontal scaling and root planing (sometimes referred to as "deep cleaning")
- treatment of inflamed gums around wisdom teeth
- · an additional cleaning during pregnancy
- palliative (emergency) treatment minor procedure

For members with chronic kidney disease or going to or having undergone an organ transplant or undergoing head and neck Cancer Radiation:

- topical application of fluoride
- topical fluoride varnish
- · application of sealant

- periodontal scaling and root planing (sometimes referred to as "deep cleaning")
- periodontal maintenance

Please review Your plan enrollment materials for details.

#### **Administrative Policies Relating to this Contract**

We may adopt reasonable policies, procedures, rules and interpretations that promote orderly administration of this Contract.

#### Assignability

The payment for benefits under this Contract are not assignable to another individual unless agreed to by Us. We may, at Our option, make payment to the Employee for any cost of any Covered Expense received by the Employee or Employee's Customer's covered Dependents from a Non-Contracted. The Employee is responsible for reimbursing the Non-Contracted Provider.

#### Clerical Error

No clerical error on the part of Us shall operate to defeat any of the rights, privileges or benefits of any Employee.

#### **Entire Contract.**

The entire Contract will be made up of the Policy; the Certificate; the application of the Policyholder, a copy of which is attached to the Policy; any riders and amendments to the Policy or Certificate; and any enrollment forms.

Conformity with State and Federal Statutes. Any provision of this Certificate that is in conflict with the applicable statutes of the state whose law governs the Policy or this Certificate or with any applicable federal statute is amended to conform to the minimum requirements of such statutes.

Statements not Warranties. All statements made by the Policyholder or any person covered under the Certificate will, in the absence of fraud, be deemed representations and not warranties. No statement made by You or the Policyholder to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and signed by You or the Policyholder and a copy is sent to the Policyholder, You and/or Your beneficiary.

Time Limit on Certain Defenses. After two years from the Effective Date, no misstatements, except fraudulent misstatements, made by You in the application or any application amendment will be used to void this Certificate or to deny a claim for loss incurred after the expiration of such two-year period. No claim for loss commencing after 12 months from the Effective Date will be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

**Your Dental Records**. In order to provide benefits under this Certificate, process claims, make payments or review appeals



and/or grievances, We may need to obtain information and records from Dentists who provided Your services or treatment. Your acceptance of coverage under the Policy gives Us permission to obtain, copy and use Your dental records and information for such purposes and authorizes Your Dentist to disclose information that pertains to Your physical condition or the services or treatment You receive. We agree to maintain Your dental records and information in accordance with state and federal confidentiality requirements.

HCDFB-MISC29 01-19

#### **Definitions**

#### **Active Service**

You will be considered in Active Service:

- on any of Your Employer's scheduled work days if You are performing the regular duties of Your work on a Full-Time basis as determined by your Employer on that day either at Your Employer's place of business or at some location to which You are required to travel for Your Employer's business.
- on a day which is not one of Your Employer's scheduled work days if You were in Active Service on the preceding scheduled work day.

HCDFB-DFS263

#### Amount Eligible for Coverage by Your Plan

The term means, part of the "Amount Your Health Care Professional Charged" or "Your Health Care Professional's Contracted Amount" (if present) eligible for coverage under Your plan. This amount is used to help calculate how much will be paid by Your plan.

HCDFB-DFS206 01-19

#### **Balance Billing**

When a Dentist bills an enrollee for amounts above the Amount Eligible for Coverage by You, the Dentist may bill You for the difference. Non-contracted dentists are under no obligation to limit the amount of their fees.

HCDFB-DFS196 01-19

#### Calendar Year

The term Calendar Year means the period that begins on January 1st and ends on December 31st of that year.

HCDFB-DFS4

#### Calendar Year Maximum

This is the most We will pay for dental care within a Calendar Year. Once You reach the maximum amount, You will be responsible for paying any costs for the remainder of the benefit period.

HCDFB-DFS195 01-19

#### Certificate

The term Certificate means this document, including any riders and attachments hereto, which sets forth Your benefits under the plan.

HCDFB-DFS207 01-19

#### **Chewing Injury**

The term Chewing Injury means an injury which occurs during the act of chewing or biting. The injury may be caused by biting on a foreign object not expected to be a normal constituent of food; by parafunctional (i.e., abnormal) habits such as chewing on eyeglass frames or pencils; or biting down on a suddenly dislodged or loose dental prosthesis.

HCDFB-DFS6

#### **Civil Union**

The term Civil Union means a state sanctioned or legally recognized union of two eligible individuals of the same or opposite sex.

HCDFB-DFS7

#### Coinsurance

The term Coinsurance means the percentage of charges for Covered Expenses that a Covered Person is required to pay under the Plan.

HCDFB-DFS8



#### Contract

The Contract will be made up of the Policy; the Certificate; the application of the Policyholder, a copy of which is attached to the Policy; any riders and amendments to the Policy or Certificate; and any enrollment forms.

HCDFB-DFS9 01-18

#### **Contracted Dentist**

The term Contracted Dentist means:

 a Dentist, or a professional corporation, professional association, partnership, or other entity which is entered into a contract with Cigna to provide dental services at predetermined fees.

The Dentists qualifying as Contracted Dentists may change from time to time. A list of the current Contracted Dentists will be provided by your Employer. Services received from Contracting Providers are considered In-Network.

HCDFB-DFS87 01-18

#### **Contracted Fee**

The term Contracted Fee means the total compensation level that a Participating Provider has agreed to accept as payment for dental procedures and services performed on You or Your Dependent, according to Your dental benefit plan.

HCDFB-DFS14

#### **Contracted Provider**

The term Contracted Provider means: a Dentist, or a professional corporation, professional association, partnership, or other entity which is entered into a contract with Us to provide dental services at predetermined fees.

The providers qualifying as Contracted Providers may change from time to time. A list of the current Contracted Providers will be provided by Your Employer. Services received from Contracted Providers are considered In-Network.

HCDFB-DFS73 01-18

#### **Covered Dental Expenses**

The term Covered Dental Expenses means that portion of a Dentist's charge that is payable for a service delivered to a Covered Person provided:

- It is Medically Necessary and/or Dentally Necessary (refer to the Section entitled Definitions);
- Provided by or under the direction of a Dentist or other appropriate Participating Provider as specifically described;
- It is the least costly, clinically accepted treatment;
- Your Deductible, if any, has been met;
- The maximum benefit in The Schedule has not been exceeded;
- The charge does not exceed the amount allowed under the Alternate Benefit Provision:
- It is not excluded as described in the Section entitled General Limitations and Expenses Not Covered.

HCDFB-DFS15

#### **Covered Person**

The term Covered Person means a person who is insured for dental coverage under the terms of the Policy and this Certificate.

HCDFB-DFS16

#### **Covered Service**

The term Covered Service means a dental service used to treat a Covered Person's dental condition and which is:

- prescribed or performed by a Dentist while the insurance provided under this Certificate is in effect;
- Medically Necessary and/or Dentally Necessary to treat the Covered Person's condition; and
- · described in The Schedule.

HCDFB-DFS17

#### **Deductible**

The term Deductible means expenses to be paid by You or Your Dependents before benefits are paid under the Policy.

HCDFB-DFS19



#### **Dentist**

The term Dentist means a person practicing dentistry or oral surgery within the scope of his license. It will also include a provider operating within the scope of his license when he performs any of the Dental Services described in the Policy.

HCDFB-DFS21

#### **Dependent**

The term Dependent means:

- Your lawful Spouse; or
- Your Domestic Partner; and
- any child of Yours who is;
  - less than 26 years old.
  - 26 or more years old, unmarried, and primarily supported by You and incapable of self-sustaining employment by reason of intellectual disabilities or a physical handicap. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child ceases to qualify above. During the next two years Cigna may, from time to time, require proof of the continuation of such condition and dependence. After that, Cigna may require proof no more than once a year.

The term child means a child born to You or a child legally adopted by You. The term child includes your natural child, stepchild, or legally adopted child, or the child for whom You are the legal guardian, or the child who is the subject of a lawsuit for adoption by You, or the child who is supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order) or Your grandchild who is your Dependent for federal income tax purposes at the time of application.

If Your Domestic Partner has a child, that child will also be included as a Dependent.

Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Anyone who is eligible as an Employee will not be considered as a Dependent.

No one may be considered as a Dependent of more than one Employee.

HCDFB-DFS72 01-18

#### **Domestic Partner**

The term Domestic Partner means a person of the same or opposite sex who:

• shares Your permanent residence;

- has resided with You for no less than one year;
- is no less than 18 years of age;
- is financially interdependent with You and has proven such interdependence by providing documentation of at least two of the following arrangements: common ownership of real property or a common leasehold interest in such property; community ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under Your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by Us to be sufficient to establish financial interdependency under the circumstances of Your particular case;
- is not a blood relative any closer than would prohibit legal marriage; and
- has signed jointly with You, a notarized affidavit attesting to the above which can be made available to Us upon request.

In addition, You and Your Domestic Partner will be considered to have met the terms of this definition as long as neither You nor Your Domestic Partner:

- has signed a Domestic Partner affidavit or declaration with any other person within twelve months prior to designating each other as Domestic Partners hereunder;
- is currently legally married to another person; or
- has any other Domestic Partner, spouse or spouse equivalent of the same or opposite sex.

You and Your Domestic Partner must have registered as Domestic Partners, if You reside in a state that provides for such registration.

The section of this Certificate entitled "COBRA Continuation Rights Under Federal Law" will not apply to Your Domestic Partner and his or her Dependents.

HCDFB-DFS23

#### **Effective Date**

The term Effective Date means the date that coverage for insurance begins under the Policy. See the Certificate cover page for the Effective Date.

HCDFB-DFS24



#### **Eligibility Waiting Period**

The term Eligibility Waiting Period means the period of time that an Employee must be in an Eligible Class in order to be eligible for coverage under the Policy.

HCDFB-DFS29

#### **Eligible Class**

The term Eligible Class means a group of people who are eligible to enroll for insurance coverage under the Policy as determined by the Employer. See The Schedule for a list of Eligible Classes.

HCDFB-DFS26

#### Eligible Employee

The term Eligible Employee means a person who is in Active Service with the Employer and who meets all the conditions to enroll for insurance under this plan as determined by the Employer.

HCDFB-DFS25

#### **Eligible Person**

The term Eligible Person means a person who meets the Employer's conditions for enrollment for insurance coverage under the Policy.

HCDFB-DFS28

#### **Emergency Services**

The term Emergency Services means a service required immediately to either alleviate pain or to treat the sudden onset of an acute dental condition. These are usually minor procedures performed in response to serious symptoms, which temporarily relieve significant pain, but do not effect a definitive cure, and which, if not rendered, will likely result in a more serious dental or medical complication.

HCDFB-DFS30

#### **Employee**

The term Employee means, an individual meeting the eligibility criteria as an Employee or a Dependent who is enrolled for Dental coverage and for whom all required

Premiums have been received by Us. Also referred to as "You" or "Your".

HCDFB-DFS239 01-19

#### Employer

The term Employer means the Policyholder and all Affiliated Employers.

HCDFB-DFS69 01-18

#### **Full-Time**

The term Full-Time means the number of hours set by the Employer as a regular work-week for persons in an Employee's Eligible Class.

HCDFB-DFS33

#### **Functioning Natural Tooth**

The term Functioning Natural Tooth means a Natural Tooth which is performing its normal role in the mastication (i.e., chewing) process in the Covered Person's upper or lower arch and which is opposed in the Covered Person's other arch by another natural tooth or prosthetic (i.e., artificial) replacement.

The term Natural Tooth means any tooth or part of a tooth that is organic and formed by the natural development for the body (i.e., not manufactured). Organic portions of a tooth include the crown enamel and dentin, the root cementum and dentin, and the enclosed pulp (nerve).

HCDFB-DFS34

#### **Handicapping Malocclusion**

The term Handicapping Malocclusion means a malocclusion which severely interferes with the ability of a person to chew food, as determined by Us.

HCDFB-DFS35



#### Late Entrant

The term Late Entrant means a person who elects the insurance under this Policy more than 30 days after he becomes a member of an Eligible Class or a person who again elects the insurance under the Policy after cancelling or terminating premium payments, if required.

HCDFB-DFS36

#### Maximum Allowable Charge (MAC)

The term Maximum Allowable Charge (MAC) means the fee for that procedure as listed in The Primary Schedule aligned to the zip code for the geographical area where the service is performed, times the benefit percentage that applies to the class of service, as specified in The Schedule.

The Primary Schedule is usually the fee schedule with the lowest Contracted Fees available for acceptance by a Participating Provider in the relevant 3-digit zip code.

HCDFB-DFS199 01-19

V1

#### Medicaid

The term Medicaid means a state program of medical aid for needy persons established under Title XIX of the Social Security Act of 1965 as amended.

HCDFB-DFS40

#### Medically Necessary and/or Dentally Necessary

Services provided by a Dentist or Physician as determined by Us are Medically/Dentally Necessary if they are:

- required for the diagnosis and/or treatment of the particular dental condition or disease; and
- consistent with the symptom or diagnosis and treatment of the dental condition or disease; and
- commonly and usually noted throughout the medical/dental field as proper to treat the diagnosed dental condition or disease; and
- the most fitting level or service which can safely be given to You or Your Dependent.

A diagnosis, treatment and service with respect to a dental condition or disease, is not Medically/Dentally Necessary if made, prescribed or delivered solely for convenience of the patient or provider.

HCDFB-DFS202 01-19

#### Medicare

The term Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act of 1965 as amended.

HCDFB-DFS42

#### **Network General Dentist**

The term Network General Dentist means a Dentist who is not a Specialist, who has entered into a Contract with Us to provide dental services at predetermined fees and who directly provides or coordinates Your dental services.

HCDFB-DFS44

#### **Non-Contracted Provider**

The term Non-Contracted Provider means a Dentist, or a professional corporation, professional association, partnership, or other entity that has not entered into a contract with Us to provide dental services. Services received from Non-Contracted Providers are considered Out-of-Network.

HCDFB-DFS74 01-18

#### **Orthodontic Treatment**

The term Orthodontic Treatment means the corrective movement of the teeth through the alveolar bone by means of an active appliance to correct a handicapping malocclusion of the mouth.

HCDFB-DFS46

#### Policyholder

The term Policyholder means the owner of the group Policy as identified on the Certification page.

HCDFB-DFS53



#### **Qualified Medical Child Support Order**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group dental plan, and satisfies all of the following:

- the order recognizes or creates a child's right to receive group dental benefits for which a participant or beneficiary is eligible;
- the order specifies Your name and last known address, and the child's name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child's mailing address;
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such notice meets the requirement above.

HCDFB-DFS261 01-19

#### **Specialist**

The term Specialist means a Dentist who focuses on a specific area of dentistry, including oral surgery, endodontia, periodontia, orthodontia, pediatric dentistry or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions.

HCDFB-DFS105 01-18

#### **Spouse**

The term Spouse means Your legally recognized Spouse, lawful Domestic Partner or Civil Union Partner in the state where You reside.

HCDFB-DFS58

#### Usual Fee

The fee that an individual Dentist most frequently charges for a given dental service.

HCDFB-DFS66 01-18

#### We, Us and Our

The terms We, Us and Our, mean Cigna Health and Life Insurance Company.

HCDFB-DFS59

#### You, Your, Yourself

The Employee and/or any of his/her Dependents.

HCDFB-DFS60

### **Federal Requirements**

The following Federal Requirement section is not part of your group insurance certificate. The following pages explain your rights and responsibilities under federal laws and regulations. Some states may have similar requirements. If a similar provision appears elsewhere in your group insurance certificate, the provision which provides the better benefit will apply.

HC-FED1 10-10

V1

## **Qualified Medical Child Support Order** (QMCSO)

#### Eligibility for Coverage Under a QMCSO

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order and you will not be considered a Late Entrant for Dependent Insurance.

You must notify your Employer and elect coverage for that child, and yourself if you are not already enrolled, within 31 days of the QMCSO being issued.

#### **Qualified Medical Child Support Order Defined**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law),



or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

- the order recognizes or creates a child's right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies your name and last known address, and the child's name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child's mailing address;
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such Notice meets the requirements above.

The QMCSO may not require the health insurance policy to provide coverage for any type or form of benefit or option not otherwise provided under the policy, except that an order may require a plan to comply with State laws regarding health care coverage.

#### **Payment of Benefits**

Any payment of benefits in reimbursement for Covered Expenses paid by the child, or the child's custodial parent or legal guardian, shall be made to the child, the child's custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the child

HC-FED4 10-10

## **Effect of Section 125 Tax Regulations on This Plan**

Your Employer has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, you may agree to a pretax salary reduction put toward the cost of your benefits. Otherwise, you will receive your taxable earnings as cash (salary).

#### A. Coverage elections

Per Section 125 regulations, you are generally allowed to enroll for or change coverage only before each annual benefit period. However, exceptions are allowed:

• if your Employer agrees, and you meet the criteria shown in the following Sections B through F and enroll for or change coverage within the time period established by your Employer.

#### B. Change of status

A change in status is defined as:

- change in legal marital status due to marriage, death of a spouse, divorce, annulment or legal separation;
- change in number of Dependents due to birth, adoption, placement for adoption, or death of a Dependent;
- change in employment status of Employee, spouse or Dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
- changes in employment status of Employee, spouse or Dependent resulting in eligibility or ineligibility for coverage;
- change in residence of Employee, spouse or Dependent to a location outside of the Employer's network service area; and
- changes which cause a Dependent to become eligible or ineligible for coverage.

#### C. Court order

A change in coverage due to and consistent with a court order of the Employee or other person to cover a Dependent.

#### D. Medicare or Medicaid eligibility/entitlement

The Employee, spouse or Dependent cancels or reduces coverage due to entitlement to Medicare or Medicaid, or enrolls or increases coverage due to loss of Medicare or Medicaid eligibility.

#### E. Change in cost of coverage

If the cost of benefits increases or decreases during a benefit period, your Employer may, in accordance with plan terms, automatically change your elective contribution.

When the change in cost is significant, you may either increase your contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option you have elected, you may elect another available benefit option. When a new benefit option is added, you may change your election to the new benefit option.



## F. Changes in coverage of spouse or Dependent under another employer's plan

You may make a coverage election change if the plan of your spouse or Dependent: incurs a change such as adding or deleting a benefit option; allows election changes due to Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or this Plan and the other plan have different periods of coverage or open enrollment periods.

HC-FED95 04-17

#### **Eligibility for Coverage for Adopted Children**

Any child who is adopted by you, including a child who is placed with you for adoption, will be eligible for Dependent Insurance, if otherwise eligible as a Dependent, upon the date of placement with you. A child will be considered placed for adoption when you become legally obligated to support that child, totally or partially, prior to that child's adoption.

If a child placed for adoption is not adopted, all health coverage ceases when the placement ends, and will not be continued.

The provisions in the "Exception for Newborns" section of this document that describe requirements for enrollment and effective date of insurance will also apply to an adopted child or a child placed with you for adoption.

HC-FED67V1 09-14

#### **Group Plan Coverage Instead of Medicaid**

If your income and liquid resources do not exceed certain limits established by law, the state may decide to pay premiums for this coverage instead of for Medicaid, if it is cost effective. This includes premiums for continuation coverage required by federal law.

HC-FED13 10-10

## Requirements of Family and Medical Leave Act of 1993 (as amended) (FMLA)

Any provisions of the policy that provide for: continuation of insurance during a leave of absence; and reinstatement of insurance following a return to Active Service; are modified by the following provisions of the federal Family and Medical Leave Act of 1993, as amended, where applicable:

#### Continuation of Health Insurance During Leave

Your health insurance will be continued during a leave of absence if:

- that leave qualifies as a leave of absence under the Family and Medical Leave Act of 1993, as amended; and
- you are an eligible Employee under the terms of that Act. The cost of your health insurance during such leave must be paid, whether entirely by your Employer or in part by you and your Employer.

#### Reinstatement of Canceled Insurance Following Leave

Upon your return to Active Service following a leave of absence that qualifies under the Family and Medical Leave Act of 1993, as amended, any canceled insurance (health, life or disability) will be reinstated as of the date of your return.

You will not be required to satisfy any eligibility or benefit waiting period to the extent that they had been satisfied prior to the start of such leave of absence.

Your Employer will give you detailed information about the Family and Medical Leave Act of 1993, as amended.

HC-FED93 10-17

### **Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA)**

The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) sets requirements for continuation of health coverage and re-employment in regard to an Employee's military leave of absence. These requirements apply to medical and dental coverage for you and your Dependents. They do not apply to any Life, Short-term or Long-term Disability or Accidental Death & Dismemberment coverage you may have.

#### **Continuation of Coverage**

For leaves of less than 31 days, coverage will continue as described in the Termination section regarding Leave of Absence.



For leaves of 31 days or more, you may continue coverage for yourself and your Dependents as follows:

You may continue benefits by paying the required premium to your Employer, until the earliest of the following:

- 24 months from the last day of employment with the Employer;
- the day after you fail to return to work; and
- the date the policy cancels.

Your Employer may charge you and your Dependents up to 102% of the total premium.

#### Reinstatement of Benefits (applicable to all coverages)

If your coverage ends during the leave of absence because you do not elect USERRA at the expiration of USERRA and you are reemployed by your current Employer, coverage for you and your Dependents may be reinstated if you gave your Employer advance written or verbal notice of your military service leave, and the duration of all military leaves while you are employed with your current Employer does not exceed 5 years.

You and your Dependents will be subject to only the balance of a waiting period that was not yet satisfied before the leave began. However, if an Injury or Sickness occurs or is aggravated during the military leave, full Plan limitations will apply.

If your coverage under this plan terminates as a result of your eligibility for military medical and dental coverage and your order to active duty is canceled before your active duty service commences, these reinstatement rights will continue to apply.

HC-FED18 10-10

### Claim Determination Procedures under ERISA

#### **Procedures Regarding Medical Necessity Determinations**

In general, health services and benefits must be Medically Necessary to be covered under the plan. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested, and the type of health plan.

You or your authorized representative (typically, your health care professional) must request Medical Necessity determinations according to the procedures described below, in the Certificate, and in your provider's network participation documents as applicable.

When services or benefits are determined to be not covered, you or your representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in the Certificate, in your provider's network participation documents as applicable, and in the determination notices.

#### **Postservice Determinations**

When you or your representative requests a coverage determination or a claim payment determination after services have been rendered, Cigna will notify you or your representative of the determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control Cigna will notify you or your representative within 30 days after receiving the request. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the request.

If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed and you or your representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date you or your representative responds to the notice.

#### **Notice of Adverse Determination**

Every notice of an adverse benefit determination will be provided in writing or electronically, and will include all of the following that pertain to the determination: the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based: a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; a description of the plan's review procedures and the time limits applicable, including a statement of a claimant's rights to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal, if applicable; upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your claim, and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; and in the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.

HC-FED83 03-13

## COBRA Continuation Rights Under Federal Law

For You and Your Dependents

#### What is COBRA Continuation Coverage?

Under federal law, you and/or your Dependents must be given the opportunity to continue health insurance when there is a "qualifying event" that would result in loss of coverage under



the Plan. You and/or your Dependents will be permitted to continue the same coverage under which you or your Dependents were covered on the day before the qualifying event occurred, unless you move out of that plan's coverage area or the plan is no longer available. You and/or your Dependents cannot change coverage options until the next open enrollment period.

#### When is COBRA Continuation Available?

For you and your Dependents, COBRA continuation is available for up to 18 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- your termination of employment for any reason, other than gross misconduct; or
- your reduction in work hours.

For your Dependents, COBRA continuation coverage is available for up to 36 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- your death;
- your divorce or legal separation; or
- for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

#### Who is Entitled to COBRA Continuation?

Only a "qualified beneficiary" (as defined by federal law) may elect to continue health insurance coverage. A qualified beneficiary may include the following individuals who were covered by the Plan on the day the qualifying event occurred: you, your spouse, and your Dependent children. Each qualified beneficiary has their own right to elect or decline COBRA continuation coverage even if you decline or are not eligible for COBRA continuation.

The following individuals are not qualified beneficiaries for purposes of COBRA continuation: domestic partners, grandchildren (unless adopted by you), stepchildren (unless adopted by you). Although these individuals do not have an independent right to elect COBRA continuation coverage, if you elect COBRA continuation coverage for yourself, you may also cover your Dependents even if they are not considered qualified beneficiaries under COBRA. However, such individuals' coverage will terminate when your COBRA continuation coverage terminates. The sections titled "Secondary Qualifying Events" and "Medicare Extension For Your Dependents" are not applicable to these individuals.

#### **Secondary Qualifying Events**

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) have elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s) may elect to extend their COBRA continuation coverage for an additional 18 months (7 months if the secondary event occurs within the disability extension period) for a maximum of 36 months from the initial qualifying event. The second qualifying event must occur before the end of the initial 18 months of COBRA continuation coverage or within the disability extension period discussed below. Under no circumstances will COBRA continuation coverage be available for more than 36 months from the initial qualifying event. Secondary qualifying events are: your death; your divorce or legal separation; or, for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

#### **Disability Extension**

If, after electing COBRA continuation coverage due to your termination of employment or reduction in work hours, you or one of your Dependents is determined by the Social Security Administration (SSA) to be totally disabled under Title II or XVI of the SSA, you and all of your Dependents who have elected COBRA continuation coverage may extend such continuation for an additional 11 months, for a maximum of 29 months from the initial qualifying event.

To qualify for the disability extension, all of the following requirements must be satisfied:

- SSA must determine that the disability occurred prior to or within 60 days after the disabled individual elected COBRA continuation coverage; and
- A copy of the written SSA determination must be provided to the Plan Administrator within 60 calendar days after the date the SSA determination is made AND before the end of the initial 18-month continuation period.

If the SSA later determines that the individual is no longer disabled, you must notify the Plan Administrator within 30 days after the date the final determination is made by SSA. The 11-month disability extension will terminate for all covered persons on the first day of the month that is more than 30 days after the date the SSA makes a final determination that the disabled individual is no longer disabled.

All causes for "Termination of COBRA Continuation" listed below will also apply to the period of disability extension.

#### **Medicare Extension for Your Dependents**

When the qualifying event is your termination of employment or reduction in work hours and you became enrolled in Medicare (Part A, Part B or both) within the 18 months before the qualifying event, COBRA continuation coverage for your Dependents will last for up to 36 months after the date you became enrolled in Medicare. Your COBRA continuation coverage will last for up to 18 months from the date of your termination of employment or reduction in work hours.



#### **Termination of COBRA Continuation**

COBRA continuation coverage will be terminated upon the occurrence of any of the following:

- the end of the COBRA continuation period of 18, 29 or 36 months, as applicable;
- failure to pay the required premium within 30 calendar days after the due date;
- cancellation of the Employer's policy with Cigna;
- after electing COBRA continuation coverage, a qualified beneficiary enrolls in Medicare (Part A, Part B, or both);
- after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage under a preexisting condition provision. In such case coverage will continue until the earliest of: the end of the applicable maximum period; the date the pre-existing condition provision is no longer applicable; or the occurrence of an event described in one of the first three bullets above;
- any reason the Plan would terminate coverage of a participant or beneficiary who is not receiving continuation coverage (e.g., fraud).

#### **Employer's Notification Requirements**

Your Employer is required to provide you and/or your Dependents with the following notices:

- An initial notification of COBRA continuation rights must be provided within 90 days after your (or your spouse's) coverage under the Plan begins (or the Plan first becomes subject to COBRA continuation requirements, if later). If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA continuation coverage election notice as explained below.
- A COBRA continuation coverage election notice must be provided to you and/or your Dependents within the following timeframes:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the loss of coverage, 44 days after loss of coverage under the Plan:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the occurrence of a qualifying event, 44 days after the qualifying event occurs; or
  - in the case of a multi-employer plan, no later than 14 days after the end of the period in which Employers must

provide notice of a qualifying event to the Plan Administrator.

#### **How to Elect COBRA Continuation Coverage**

The COBRA coverage election notice will list the individuals who are eligible for COBRA continuation coverage and inform you of the applicable premium. The notice will also include instructions for electing COBRA continuation coverage. You must notify the Plan Administrator of your election no later than the due date stated on the COBRA election notice. If a written election notice is required, it must be post-marked no later than the due date stated on the COBRA election notice. If you do not make proper notification by the due date shown on the notice, you and your Dependents will lose the right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you furnish a completed election form before the due date.

Each qualified beneficiary has an independent right to elect COBRA continuation coverage. Continuation coverage may be elected for only one, several, or for all Dependents who are qualified beneficiaries. Parents may elect to continue coverage on behalf of their Dependent children. You or your spouse may elect continuation coverage on behalf of all the qualified beneficiaries. You are not required to elect COBRA continuation coverage in order for your Dependents to elect COBRA continuation.

#### **How Much Does COBRA Continuation Coverage Cost?**

Each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount may not exceed 102% of the cost to the group health plan (including both Employer and Employee contributions) for coverage of a similarly situated active Employee or family member. The premium during the 11-month disability extension may not exceed 150% of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated active Employee or family member.

For example: If the Employee alone elects COBRA continuation coverage, the Employee will be charged 102% (or 150%) of the active Employee premium. If the spouse or one Dependent child alone elects COBRA continuation coverage, they will be charged 102% (or 150%) of the active Employee premium. If more than one qualified beneficiary elects COBRA continuation coverage, they will be charged 102% (or 150%) of the applicable family premium.

#### When and How to Pay COBRA Premiums

First payment for COBRA continuation

If you elect COBRA continuation coverage, you do not have to send any payment with the election form. However, you must make your first payment no later than 45 calendar days after the date of your election. (This is the date the Election Notice is postmarked, if mailed.) If you do not make your first



payment within that 45 days, you will lose all COBRA continuation rights under the Plan.

Subsequent payments

After you make your first payment for COBRA continuation coverage, you will be required to make subsequent payments of the required premium for each additional month of coverage. Payment is due on the first day of each month. If you make a payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break.

Grace periods for subsequent payments

Although subsequent payments are due by the first day of the month, you will be given a grace period of 30 days after the first day of the coverage period to make each monthly payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if your payment is received after the due date, your coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If payment is received before the end of the grace period, your coverage will be reinstated back to the beginning of the coverage period. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated. If you fail to make a payment before the end of the grace period for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan.

#### You Must Give Notice of Certain Qualifying Events

If you or your Dependent(s) experience one of the following qualifying events, you must notify the Plan Administrator within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would cease as a result of the qualifying event:

- Your divorce or legal separation; or
- Your child ceases to qualify as a Dependent under the Plan.
- The occurrence of a secondary qualifying event as discussed under "Secondary Qualifying Events" above (this notice must be received prior to the end of the initial 18- or 29month COBRA period).

(Also refer to the section titled "Disability Extension" for additional notice requirements.)

Notice must be made in writing and must include: the name of the Plan, name and address of the Employee covered under the Plan, name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation (e.g., divorce decree, birth certificate, disability determination, etc.).

#### **Newly Acquired Dependents**

If you acquire a new Dependent through marriage, birth, adoption or placement for adoption while your coverage is being continued, you may cover such Dependent under your COBRA continuation coverage. However, only your newborn or adopted Dependent child is a qualified beneficiary and may continue COBRA continuation coverage for the remainder of the coverage period following your early termination of COBRA coverage or due to a secondary qualifying event. COBRA coverage for your Dependent spouse and any Dependent children who are not your children (e.g., stepchildren or grandchildren) will cease on the date your COBRA coverage ceases and they are not eligible for a secondary qualifying event.

## COBRA Continuation for Retirees Following Employer's Bankruptcy

If you are covered as a retiree, and a proceeding in bankruptcy is filed with respect to the Employer under Title 11 of the United States Code, you may be entitled to COBRA continuation coverage. If the bankruptcy results in a loss of coverage for you, your Dependents or your surviving spouse within one year before or after such proceeding, you and your covered Dependents will become COBRA qualified beneficiaries with respect to the bankruptcy. You will be entitled to COBRA continuation coverage until your death. Your surviving spouse and covered Dependent children will be entitled to COBRA continuation coverage for up to 36 months following your death. However, COBRA continuation coverage will cease upon the occurrence of any of the events listed under "Termination of COBRA Continuation" above.

#### **Interaction With Other Continuation Benefits**

You may be eligible for other continuation benefits under state law. Refer to the Termination section for any other continuation benefits

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#### **ERISA Required Information**

The name of the Plan is:

Learning Care Group

The name, address, ZIP code and business telephone number of the sponsor of the Plan is:

Learning Care Group 21333 Haggerty Road, #100 Nova, MI 48375 248-697-9072



**Employer Identification** 

Plan Number:

Number (EIN):

431243221 502

The name, address, ZIP code and business telephone number of the Plan Administrator is:

Employer named above

The name, address and ZIP code of the person designated as agent for service of legal process is:

Employer named above

The office designated to consider the appeal of denied claims is:

The Cigna Claim Office responsible for this Plan

The cost of the Plan is shared by Employee and Employer.

The Plan's fiscal year ends on 12/31.

The preceding pages set forth the eligibility requirements and benefits provided for you under this Plan.

#### **Plan Trustees**

A list of any Trustees of the Plan, which includes name, title and address, is available upon request to the Plan Administrator.

#### Plan Type

The plan is a healthcare benefit plan.

#### **Collective Bargaining Agreements**

You may contact the Plan Administrator to determine whether the Plan is maintained pursuant to one or more collective bargaining agreements and if a particular Employer is a sponsor. A copy is available for examination from the Plan Administrator upon written request.

#### **Discretionary Authority**

The Plan Administrator delegates to Cigna the discretionary authority to interpret and apply plan terms and to make factual determinations in connection with its review of claims under the plan. Such discretionary authority is intended to include, but not limited to, the determination of the eligibility of persons desiring to enroll in or claim benefits under the plan, the determination of whether a person is entitled to benefits under the plan, and the computation of any and all benefit payments. The Plan Administrator also delegates to Cigna the discretionary authority to perform a full and fair review, as required by ERISA, of each claim denial which has been appealed by the claimant or his duly authorized representative.

#### Plan Modification, Amendment and Termination

The Employer as Plan Sponsor reserves the right to, at any time, change or terminate benefits under the Plan, to change or terminate the eligibility of classes of employees to be covered by the Plan, to amend or eliminate any other plan term or condition, and to terminate the whole plan or any part of it.

Contact the Employer for the procedure by which benefits may be changed or terminated, by which the eligibility of classes of employees may be changed or terminated, or by which part or all of the Plan may be terminated. No consent of any participant is required to terminate, modify, amend or change the Plan.

Termination of the Plan together with termination of the insurance policy(s) which funds the Plan benefits will have no adverse effect on any benefits to be paid under the policy(s) for any covered medical expenses incurred prior to the date that policy(s) terminates. Likewise, any extension of benefits under the policy(s) due to you or your Dependent's total disability which began prior to and has continued beyond the date the policy(s) terminates will not be affected by the Plan termination. Rights to purchase limited amounts of life and medical insurance to replace part of the benefits lost because the policy(s) terminated may arise under the terms of the policy(s). A subsequent Plan termination will not affect the extension of benefits and rights under the policy(s).

Your coverage under the Plan's insurance policy(s) will end on the earliest of the following dates:

- the date you leave Active Service (or later as explained in the Termination Section;)
- the date you are no longer in an eligible class;
- if the Plan is contributory, the date you cease to contribute;
- the date the policy(s) terminates.

See your Plan Administrator to determine if any extension of benefits or rights are available to you or your Dependents under this policy(s). No extension of benefits or rights will be available solely because the Plan terminates.

#### **Statement of Rights**

As a participant in the plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

- examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure room of the Employee Benefits Security Administration.
- obtain, upon written request to the Plan Administrator, copies of documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.



 receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each person under the Plan with a copy of this summary financial report.

#### **Continue Group Health Plan Coverage**

 continue health care coverage for yourself, your spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the documents governing the Plan on the rules governing your federal continuation coverage rights.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied or ignored you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

#### **Enforce Your Rights**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of documents governing the plan or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

#### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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