

**UnitedHealthcare PPO Dental**  
**UnitedHealthcare Insurance Company**  
**Certificate of Coverage**

**FOR: Daryl Thomason Trucking Inc.**

**ENROLLING GROUP NUMBER: 911026**

**EFFECTIVE DATE: March 1, 2017**

**Offered and Underwritten by**  
**UnitedHealthcare Insurance Company**



# UnitedHealthcare Insurance Company

## Dental Certificate of Coverage

This *Certificate of Coverage* ("*Certificate*") sets forth your rights and obligations as a Covered Person. It is important that you read your *Certificate* carefully and familiarize yourself with its terms and conditions.

The Policy may require that the Subscriber contribute to the required Premiums. Information regarding the Premium and any portion of the Premium cost a Subscriber must pay can be obtained from the Enrolling Group.

UnitedHealthcare Insurance Company ("Company") agrees with the Enrolling Group to provide Coverage for Dental Services to Covered Persons, subject to the terms, conditions, exclusions and limitations of the Policy. The Policy is issued on the basis of the Enrolling Group's application and payment of the required Policy Charges. The Enrolling Group's application is made a part of the Policy.

The Company will not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. The Company will not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

The Policy will take effect on the date specified in the Policy and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of the Policy as provided. All Coverage under the Policy will begin at 12:01 a.m. and end at 12:00 midnight at the Enrolling Group's address.

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

The Policy is delivered in and governed by the laws of the State of Oklahoma.

## Introduction to Your Certificate

You and any of your Enrolled Dependents, are eligible for Coverage under the Policy if the required Premiums have been paid. The Policy is referred to in this *Certificate* as the "Policy" and is designated on the identification (ID) card.

Coverage is subject to the terms, conditions, exclusions, and limitations of the Policy. As a *Certificate*, this document describes the provisions of Coverage under the Policy but does not constitute the Policy. You may examine the entire Policy at the office of the Enrolling Group during regular business hours.

For Dental Services rendered after the effective date of the Policy, this *Certificate* replaces and supersedes any *Certificate* which may have been previously issued to you by the Company. Any subsequent *Certificates* issued to you by the Company will in turn supersede this *Certificate*.

The employer expects to continue the group plan indefinitely. But the employer reserves the right to change or end it at any time. This would change or end the terms of the Policy in effect at that time for active employees.

## How To Use This Certificate

This *Certificate* should be read in its entirety. Many of the provisions of this *Certificate* and the attached *Schedule of Covered Dental Services* are interrelated; therefore, reading just one or two provisions may not give you an accurate understanding of your Coverage.

Your *Certificate* and *Schedule of Covered Dental Services* may be modified by the attachment of Riders and/or Amendments. Please read the provision described in these documents to determine the way in which provisions in this *Certificate* or *Schedule of Covered Dental Services* may have been changed.

Many words used in this *Certificate* and *Schedule of Covered Dental Services* have special meanings. These words will appear capitalized and are defined for you in *Section 1: Definitions*. By reviewing these definitions, you will have a clearer understanding of your *Certificate* and *Schedule of Covered Dental Services*.

When we use the words "we," "us," and "our" in this document, we are referring to UnitedHealthcare Insurance Company. When we use the words "you" and "your" we are referring to people who are Covered Persons as the term is defined in *Section 1: Definitions*.

From time to time, the Policy may be amended. When that happens, a new *Certificate*, *Schedule of Covered Dental Services* or Amendment pages for this *Certificate* or *Schedule of Covered Dental Services* will be provided to you. Your *Certificate* and *Schedule of Covered Dental Services* should be kept in a safe place for your future reference.

However, this *Certificate* may be amended at any time by applicable state or Federal laws, rules and regulations. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede this *Certificate*.

## Dental Services Covered Under the Policy

In order for Dental Services to be Covered as Network Benefits, you must obtain all Dental Services directly from or through a Network Dental Provider.

A Dental Provider's participation status is his/her status as a Network or Non-Network Dental Provider. You must always verify the participation status of a Dental Provider prior to seeking services. From time to time, the participation status of a Dental Provider may change. You can verify the participation status by calling us and/or the Dental Provider. If necessary, we can provide assistance in referring you to Network Dental Providers. If you use a Non-Network Dental Provider you will be required to pay the entire

bill for the services you received. You are able to select any Network or Non-Network Dentist you so desire.

Only Necessary Dental Services are Covered under the Policy. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease does not mean that the procedure or treatment is Covered under the Policy.

Except for the Oklahoma Department of Insurance's statutory authority under Oklahoma law, we have sole authority to interpret the benefits Covered under the Policy and the other terms, conditions, limitations and exclusions set out in the Policy and in making factual determinations related to the Policy and its benefits. We may, from time to time, delegate this authority to other persons or entities providing services in regard to the Policy.

We reserve the right to change, interpret, modify, withdraw or add benefits or terminate the Policy, as permitted by law, without your approval. No person or entity has any authority to make any oral changes or amendments to the Policy.

We may, in certain circumstances for purposes of overall cost savings or efficiency provide Coverage for services which would otherwise not be Covered. The fact that we do so in any particular case will not in any way be deemed to require us to do so in other similar cases.

We may arrange for various persons or entities to provide administrative services in regard to the Policy, including claims processing and utilization management services. The identity of the service providers and the nature of the services provided may be changed from time to time without prior notice to or approval by you. You must cooperate with those persons or entities in the performance of their responsibilities.

Similarly, we may, from time to time, require additional information from you to verify your eligibility or your right to receive Coverage for services under the Policy. You are obligated to provide this information. Failure to provide required information may result in Coverage being delayed or denied.

## **Important Note About Services**

We do not provide Dental Services or practice dentistry. Rather, we arrange for providers of Dental Services to participate in a Network. Network Dental Providers are independent practitioners and are not employees of the Company. We, therefore, make payment to Network Dental Providers through various types of contractual arrangements. These arrangements may include financial incentives to promote the delivery of dental care in a cost efficient and effective manner. Such financial incentives are not intended to impact your access to Necessary Dental Services.

The payment methods used to pay any specific Network Dental Providers vary. The method may also change at the time providers renew their contracts with us. If you have questions about whether there are any financial incentives in your Network Dental Provider's contract with us, please contact us at the telephone number on your ID card. We can advise you whether your Network Dental Provider is paid by any financial incentive, however, the specific terms, including rates of payment, are confidential and cannot be disclosed.

The Dental Provider-patient relationship is between you and your Dental Provider. This means that:

- You are responsible for choosing your own Dental Provider.
- You must decide if any Dental Provider treating you is right for you. This includes Network Dental Providers who you choose or providers to whom you have been referred.
- You must decide with your Dental Provider what care you should receive.
- Your Dental Provider is solely responsible for the quality of the care you receive.

We make decisions about eligibility and if a benefit is a Covered benefit under the Policy. These decisions are administrative decisions. We are not liable for any act or omission of a provider of Dental Services.

## **Identification (ID) Card**

You should show your ID card every time you request Dental Services. If you do not show your ID card, the provider is unable to confirm eligibility and that you are Covered under a Policy issued by us and you may receive a bill for Network Benefits.

## **Contact Us**

Throughout this *Certificate* you will find statements that encourage you to contact us for further information. Whenever you have a question or concern regarding Dental Services or any required procedure, please contact us at the telephone number stated on your ID card.

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**ERISA Statement**

# Section 1: Definitions

This Section defines the terms used throughout this *Certificate* and *Schedule of Covered Dental Services* and is not intended to describe Covered or uncovered services.

**Amendment** - any attached description of additional or alternative provisions to the Policy. Amendments are effective only when signed by an officer of the Company. Amendments are subject to all conditions, limitations and exclusions of the Policy except for those which are specifically amended.

**Annual Deductible** - the amount you must pay for Dental Services in a calendar year before we will begin paying for Network or Non-Network Benefits in that calendar year.

**Congenital Anomaly** - a physical developmental defect that is present at birth and identified within the first twelve months from birth.

**Consumer Max Multiplier** - a provision that allows the unused portion of a Maximum Benefit to be carried over to the next calendar year if specified requirements are met.

**Copayment** - the charge you are required to pay for certain Dental Services payable under the Policy. A Copayment may either be a defined dollar amount or a percentage of Eligible Expenses. You are responsible for the payment of any Copayment for Network Benefits directly to the provider of the Dental Service at the time of service or when billed by the provider.

**Coverage or Covered** - the entitlement by a Covered Person to reimbursement for expenses incurred for Dental Services Covered under the Policy, subject to the terms, conditions, limitations and exclusions of the Policy. Dental Services must be provided: (1.) when the Policy is in effect; and (2.) prior to the date that any of the individual termination conditions as stated in Section 3: Termination of Coverage occur; and (3.) only when the recipient is a Covered Person and meets all eligibility requirements specified in the Policy.

**Covered Person** - either the Subscriber or an Enrolled Dependent, while Coverage of such person under the Policy is in effect. References to you and your throughout this *Certificate* are references to a Covered Person.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to you while the Policy is in effect, provided such care or treatment is recognized by us as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dependent** - (1.) the Subscriber's legal spouse. All references to the spouse of a Subscriber shall include a Domestic Partner. or (2.) an unmarried Dependent child of the Subscriber or the Subscriber's spouse (including a natural child, stepchild, a legally adopted child, a child placed for adoption, or a child for whom legal guardianship has been awarded to the Subscriber or the Subscriber's spouse). The term child also includes a grandchild of either the Subscriber or the Subscriber's spouse. To be eligible for Coverage under the Policy, a Dependent must reside within the United States. The definition of Dependent is subject to the following conditions and limitations:

- A. The term Dependent will not include any unmarried Dependent child 26 years of age or older, except as stated in *Section 3: Termination of Coverage, sub-section Coverage for a Disabled Dependent Child*.

The Subscriber agrees to reimburse us for any Dental Services provided to the child at a time when the child did not satisfy these conditions.

The term Dependent also includes a child for whom dental care Coverage is required through a Qualified Medical Child Support Order or other court or administrative order. The Enrolling Group is responsible for determining if an order meets the criteria of a Qualified Medical Child Support Order.

The term Dependent does not include anyone who is also enrolled as a Subscriber, nor can anyone be a Dependent of more than one Subscriber.

**Domestic Partner** - a person of the same or opposite sex with whom the Subscriber has established a Domestic Partnership. In no event will a person's legal spouse be considered a Domestic Partner.

**Domestic Partnership** - a relationship between the Subscriber and one other person of the same or opposite sex. The following requirements apply to both persons:

- They share the same permanent residence and the common necessities of life;
- They are not related by blood;
- Each is at least 18 years of age;
- Each is mentally competent to consent to contract;
- Neither is currently married to, or Domestic Partner of, another person under either a statutory or common law;
- They are financially interdependent and have furnished at least two of the following documents evidencing such financial interdependence:
  - have a single dedicated relationship of at least 6 months duration;
  - joint ownership of residence;
  - at least two of the following:
    - ◆ joint ownership of an automobile;
    - ◆ joint checking, bank or investment account;
    - ◆ joint credit account;
    - ◆ lease for a residence identifying both partners as tenants;
    - ◆ a will and/or life insurance policies which designates the other as primary beneficiary.
- The Subscriber and Domestic Partner must jointly sign an affidavit of Domestic Partnership;
- They meet the requirements established by your Enrolling Group.

**Eligible Expenses** - Eligible Expenses for Covered Dental Services, incurred while the Policy is in effect, are determined as stated below:

- A. For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Expenses are our contracted fee(s) for Covered Dental Services with that Dental Provider.
- B. For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Expenses are our contracted fee(s) for Covered Dental Services with a Network Dental Provider in the same geographic area.

In the event that a Dental Provider routinely waives Copayments and/or the applicable deductible for Non-Network Benefits, Dental Services for which the Copayments and/or the applicable deductible are waived are not considered to be Eligible Expenses.

**Eligible Person** - an employee or member of the Enrolling Group or other person whose connection with the Enrolling Group meets the eligibility requirements specified in both the application and the Policy.

**Emergency** - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Enrolled Dependent** - a Dependent who is properly enrolled for Coverage under the Policy.

**Enrolling Group** - the employer or other defined or otherwise legally constituted group (Association, Union, etc.) to whom the Policy is issued.

**Experimental, Investigational or Unproven Services** - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time we make a determination regarding Coverage in a particular case, is determined to be:

- A. Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- B. Subject to review and approval by any institutional review board for the proposed use; or
- C. The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- D. Not demonstrated through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or
- E. Pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics.

**Foreign Services** - Dental Services provided outside the U.S. and U.S. territories.

**Initial Eligibility Period** - the initial period of time, determined by us and the Enrolling Group, during which Eligible Persons may enroll themselves and Dependents under the Policy.

**Maximum Benefit** - the maximum amount paid for Covered Dental Services during a calendar year for you under the Policy or any Policy, issued by us to the Enrolling Group, that replaces the Policy. The Maximum Benefit is stated in *Section 10: Covered Dental Services*.

**Medicare** - Parts A, B, C and D of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

**Necessary** - Dental Services and supplies which are determined by us through case-by-case assessments of care based on accepted dental practices to be appropriate; and

- A. needed to meet your basic dental needs; and
- B. rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service; and
- C. consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by us; and
- D. consistent with the diagnosis of the condition; and
- E. required for reasons other than the convenience of you or your Dental Provider; and
- F. demonstrated through prevailing peer-reviewed dental literature to be either:
  - 1. safe and effective for treating or diagnosing the condition or sickness for which its use is proposed; or
  - 2. safe with promising efficacy:

- a. for treating a life threatening dental disease or condition; and
- b. in a clinically controlled research setting; and
- c. using a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this *Certificate*. The definition of Necessary used in this *Certificate* relates only to Coverage and differs from the way in which a Dental Provider engaged in the practice of dentistry may define Necessary.

**Network** - the collective group of Dental Providers who are subject to a participation agreement in effect with us, directly or through another entity, to provide Dental Services to you. The participation status of providers will change from time to time.

**Network Benefits** - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dental Provider.

**Non-Network** - a Dental Provider who is not a participant in the Network.

**Non-Network Benefits** - Coverage available for Dental Services obtained from Non-Network Dental Providers.

**Open Enrollment Period** - after the Initial Eligibility Period, a period of time determined by us and the Enrolling Group, during which Eligible Persons may enroll themselves and Dependents under the Policy.

**Physician** - any Doctor of Medicine, M.D., or Doctor of Osteopathy, D.O., who is duly licensed and qualified under the law of jurisdiction in which treatment is received.

**Policy** - the group Policy, the Certificate, the application of the Enrolling Group, Amendments and Riders which constitute the agreement regarding the benefits, exclusions and other conditions between us and the Enrolling Group.

**Policy Charge** - the sum of the Premiums for all Subscribers and Enrolled Dependents Covered under the Policy.

**Premium** - the periodic fee required for each Subscriber and each Enrolled Dependent in accordance with the terms of the Policy.

**Procedure in Progress** - all treatment for Covered Dental Services that results from a recommendation and an exam by a Dental Provider. A treatment procedure will be considered to start on the date it is initiated and will end when the treatment is completed.

**Rider** - any attached description of Dental Services Covered under the Policy. Dental Services provided by a Rider may be subject to payment of additional Premiums and additional Copayments. Riders are effective only when signed by an officer of the Company and are subject to all conditions, limitations and exclusions of the Policy except for those that are specifically amended.

**Subscriber** - an Eligible Person who is properly enrolled for Coverage under the Policy. The Subscriber is the person (who is not a Dependent) on whose behalf the Policy is issued to the Enrolling Group.

**Waiting Period** - period of time you must wait, after the effective date of Coverage, before Dental Services listed in *Section 10: Covered Dental Services* will be Covered.

## **Section 2: Eligibility and Effective Date of Coverage**

### **Enrollment**

Eligible Persons may enroll themselves and their Dependents for Coverage under the Policy during the Initial Eligibility Period or during an Open Enrollment Period by completing a form provided by the Enrolling Group. In addition, new Eligible Persons and new Dependents may be enrolled as described below. Dependents of an Eligible Person may not be enrolled unless the Eligible Person is also enrolled for Coverage under the Policy.

If you enroll for Coverage under the Policy, you must remain enrolled for a period of 12 months. If you disenroll at the end of any 12 month period, you must wait 12 months until you are again eligible for Coverage.

If both spouses are Eligible Persons of the Enrolling Group, each may enroll as a Subscriber or be Covered as an eligible Dependent of the other, but not both. If both parents of an eligible Dependent child are enrolled as a Subscriber, only one parent may enroll the child as a Dependent.

If you fail to enroll yourself or a Dependent during the Initial Eligibility Period or during an Open Enrollment Period, you or your Dependent must wait 12 months before you or your Dependent is eligible to enroll for Dental benefits.

### **Effective Date of Coverage**

In no event is there Coverage for Dental Services rendered or delivered before the effective date of Coverage.

If an Eligible Person enrolls during the Initial Eligibility Period, Coverage is effective on the first day of the Policy month following the month in which the probationary period was completed.

### **Coverage for a Newly Eligible Person**

Coverage for you and any of your Dependents will take effect on the date agreed to by the Enrolling Group and us. Coverage is effective only if we receive any required Premium and properly completed enrollment information within 31 calendar days of the date you first become eligible.

Coverage will include the necessary care and treatment of dental conditions existing prior to the date of placement for adoption of the new Dependent in the custody of the Subscriber.

### **Coverage for a Newly Eligible Dependent**

Coverage for a new Dependent acquired by reason of birth, legal adoption, legal guardianship, placement for adoption, court or administrative order, or marriage will take effect on the date of the event. Coverage is effective only if we receive any required Premium and are notified of the event within 31 calendar days.

### **Change in Family Status**

You may make Coverage changes during the year for any Dependent whose status as a Dependent is affected by a marriage, divorce, legal separation, annulment, birth, legal guardianship, placement for adoption or adoption, as required by federal law. In such cases you must submit the required contribution of coverage and properly completed enrollment information within 31 calendar days of the marriage, birth, placement for adoption or adoption. Otherwise, you will need to wait until the next annual Open Enrollment Period.

## Special Enrollment Period

An Eligible Person and/or Dependent who did not enroll for Coverage under the Policy during the Initial Eligibility Period or Open Enrollment Period may enroll for Coverage during a special enrollment period. A special enrollment period is available if the following conditions are met:

- A. the Eligible Person and/or Dependent had existing health coverage under another plan at the time of the Initial Eligibility Period or Open Enrollment Period; and
- B. Coverage under the prior plan was terminated as a result of loss of eligibility (including, without limitation, legal separation, divorce or death), termination of employer contributions, or in the case of COBRA continuation coverage, the coverage was exhausted.

A special enrollment period is not available if coverage under the prior plan was terminated for cause or as a result of failure to pay Premiums on a timely basis. Coverage under the Policy is effective only if we receive any required Premium and properly completed enrollment information within 31 calendar days of the date coverage under the prior plan terminated. A special enrollment period is also available for an Eligible Person and for any Dependent whose status as a Dependent is affected by marriage, birth, placement for adoption or adoption, as required by federal law. In such cases you must submit the required Premium and properly completed enrollment information within 31 calendar days of the marriage, birth, placement for adoption or adoption.

## Section 3: Termination of Coverage

### Conditions for Termination of a Covered Person's Coverage Under the Policy

We may, at any time, discontinue this benefit plan and/or all similar benefit plans for the reasons specified in the Policy. When your Coverage terminates, you may have continuation as described in *Section 8: Continuation of Coverage* or as provided under other applicable federal and/or state law.

Your Coverage, including Coverage for Dental Services rendered after the date of termination for dental conditions arising prior to the date of termination, will automatically terminate on the earliest of the dates specified below.

- A. The date the entire Policy is terminated, as specified in the Policy. The Enrolling Group is responsible for notifying you of the termination of the Policy.
- B. The last day of the calendar month in which you cease to be eligible as a Subscriber, Enrolled Dependent or active member of the Policyholder.
- C. The date we receive written notice from either the Subscriber or the Enrolling Group instructing us to terminate Coverage of the Subscriber or any Covered Person or the date requested in such notice, if later.
- D. The date the Subscriber is retired or pensioned under the Enrolling Group's Plan, unless a specific Coverage classification is specified for retired or pensioned persons in the Enrolling Group's application and the Subscriber continues to meet any applicable eligibility requirements.

When any of the following apply, we will provide written notice of termination to the Subscriber.

- E. The date specified by us that all Coverage will terminate due to fraud or misrepresentation or because the Subscriber knowingly provided us with false material information, including, but not limited to, false, material information relating to residence, information relating to another person's eligibility for Coverage or status as a Dependent. We have the right to rescind Coverage back to the effective date.
- F. The date specified by us that all Coverage will terminate because the Subscriber permitted the use of his or her ID card by any unauthorized person or used another person's card.
- G. The date specified by us that Coverage will terminate due to material violation of the terms of the Policy.
- H. The date specified by us that your Coverage will terminate because you failed to pay a required Premium.
- I. The date specified by us that your Coverage will terminate because you have committed acts of physical or verbal abuse which pose a threat to our staff, a provider, or other Covered Persons.

The Subscriber's coverage may continue for at least 63 days after the dental insurance under the Policy is terminated. The premium charged will be the premiums which would have been charged for the coverage provided under the group policy had termination not occurred. Continuation of coverage may be terminated:

- Failure to pay required premium;
- On the date the group coverage terminated in its entirety, if the group coverage terminated in its entirety during the continuation of coverage period;
- If you or your Enrolled Dependent become entitled to similar coverage from another source.

## Coverage for a Disabled Dependent Child

Coverage for an unmarried Enrolled Dependent child who is disabled will not end just because the child has reached a certain age. We will extend the Coverage for that child beyond the limiting age if both of the following are true regarding the Enrolled Dependent child:

- Is not able to be self-supporting because of mental or physical handicap or disability.
- Depends mainly on the Subscriber for support.

Coverage will continue as long as the Enrolled Dependent is medically certified as disabled and dependent unless Coverage is otherwise terminated in accordance with the terms of the Policy.

We will ask you to furnish us with proof of the medical certification of disability within 31 calendar days of the date Coverage would otherwise have ended because the child reached a certain age. Before we agree to this extension of Coverage for the child, we may require that a Physician chosen by us examine the child. We will pay for that examination.

We may continue to ask you for proof that the child continues to be disabled and dependent. Such proof might include medical examinations at our expense. However, we will not ask for this information more than once a year.

If you do not provide proof of the child's disability and dependency within 31 calendar days of our request as described above, Coverage for that child will end.

## Extended Coverage

A 30 calendar day temporary extension of Coverage, only for the services shown below when given in connection with a Procedure in Progress, will be granted to a Covered Person on the date the person's Coverage is terminated if termination is not voluntary. Benefits will be extended until the earlier of: (a.) the end of the 30 calendar day period; or (b.) the date the Covered Person becomes Covered under a succeeding policy or contract providing coverage or services for similar Dental Procedures.

Benefits will be Covered for:

- A. a Procedure in Progress or Dental Procedure that was recommended in writing and began, in connection with a specific dental disease of a Covered Person while the Policy was in effect, by the attending Dental Provider; or
- B. an appliance, or modification to an appliance, for which the impression was taken prior to the termination of Coverage; or
- C. a crown, bridge or gold restoration, for which the tooth was prepared prior to the termination of Coverage.

In the event of a grant of this temporary extension of Coverage, all other terms, conditions and limitations of this Policy will remain in effect, including, but not limited to: cost sharing and payment of Premium by the Subscriber.

## Payment and Reimbursement Upon Termination

Termination of Coverage will not affect any request for reimbursement of Eligible Expenses for Dental Services rendered prior to the effective date of termination. Your request for reimbursement must be furnished as required in *Section 4: Reimbursement*.

## Section 4: Reimbursement

### Reimbursement of Eligible Expenses

We will reimburse you for Eligible Expenses subject to the terms; conditions, exclusions and limitations of the Policy and as described below.

### Filing Claims for Reimbursement of Eligible Expenses

You are responsible for submitting a request in writing for reimbursement to our office, on a form provided by or satisfactory to us, or in a manner satisfactory to us such as e-mail. Requests for reimbursement should be submitted within 90 calendar days after the date of service. Unless you are legally incapacitated, failure to provide this information to us within 365 calendar days from the date of service will cancel or reduce Coverage for the Dental Service.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof of loss that you submit to us must include all of the following information:

- Your name and address; and
- Patient's name and age; and
- Number stated on your ID card; and
- The name and address of the provider(s) of the services(s); and
- A diagnosis from the Dental Provider(s) including a complete dental chart showing extractions, fillings or other Dental Services rendered before the charge was incurred for the claim; and
- Radiographs, lab or hospital reports, as applicable; and
- Casts, molds or study models, as applicable, and
- Itemized bill which includes the CDT codes or description of each charge; and
- The date the dental disease began; and
- A statement indicating that you are or you are not enrolled for coverage under any other health or dental insurance plan or program. If you are enrolled for other coverage you must include the name of the other carrier(s).

If you would like to use a claim form, call us at the telephone number shown on your ID Card and a claim form will be provided to you. If you do not receive the claim form within 15 calendar days of your request, send in the proof of loss with the information stated above.

**Proof of Loss.** Written proof of loss should be given to us within 90 calendar days after the date of the loss. If it was not reasonably possible to give written proof in the time required, we will not reduce or deny the claim for this reason. However, proof must be filed as soon as reasonably possible, but no later than 365 calendar days after the date of service.

**Payment of Claims.** Benefits are payable in accordance with any applicable state or federal claim payment requirements after we receive acceptable proof of loss. If a claim is not paid or denied within 45 days after receipt of proof of loss, the Company will pay a simple interest rate of 10% per year. When you obtain Covered Dental Services from Non-Network Dental Providers, you must file a claim with us and benefits will be paid directly to you. Benefits will be paid to you unless:

- A. The Dental Provider notifies us that your signature is on file assigning benefits directly to that Dental Provider; or
- B. You make a written request at the time the claim is submitted.

Subject to written authorization from a Subscriber, all or a portion of any Eligible Expenses due may be paid directly to the Dental Provider who provided the Dental Services instead of being paid to the Subscriber.

## **Section 5: Questions, Complaints and Appeals**

To resolve a question, complaint, or appeal, just follow these steps:

### **What to Do if You Have a Question**

Contact Customer Service at the telephone number shown on your ID card. Customer Service representatives are available to take your call during regular business hours, Monday through Friday.

### **What to Do if You Have a Complaint**

Contact Customer Service at the telephone number shown on your ID card. Customer Service representatives are available to take your call during regular business hours, Monday through Friday.

If you would rather send your complaint to us in writing, the Customer Service representative can provide you with the appropriate address.

If the Customer Service representative cannot resolve the issue to your satisfaction over the phone, he/she can help you prepare and submit a written complaint. We will notify you of our decision regarding your complaint within 60 days of receiving it.

### **How to Appeal a Claim Decision**

#### **Post-service Claims**

Post-service claims are those claims that are filed for payment of benefits after Dental Services have been received.

#### **Pre-service Requests for Benefits**

Pre-service requests for benefits are those requests that require prior notification or benefit confirmation prior to receiving Dental Services.

#### **How to Request an Appeal**

If you disagree with either a pre-service request for benefits determination, post-service claim determination or a rescission of coverage determination, you can contact us in writing to formally request an appeal.

Your request for an appeal should include:

- The patient's name and the identification number from the ID card.
- The date(s) of Dental Service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your appeal request must be submitted to us within 180 days after you receive the denial of a pre-service request for benefits or the claim denial.

## Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a Dental Provider with appropriate expertise in the field, who was not involved in the prior determination. We may consult with, or seek the participation of, dental experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent dental claim information. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. In addition, if any new or additional evidence is relied upon or generated by us during the determination of the appeal, we will provide it to you free of charge and sufficiently in advance of the due date of the response to the adverse benefit determination.

## Appeals Determinations

### Pre-service Requests for Benefits and Post-service Claim Appeals

For procedures associated with urgent requests for benefits, see *Urgent Appeals that Require Immediate Action* below.

You will be provided written or electronic notification of the decision on your appeal as follows:

- For appeals of pre-service requests for benefits as identified above, the appeal will be conducted and you will be notified of the decision within 30 days from receipt of a request for appeal of a denied request for benefits.
- For appeals of post-service claims as identified above, the appeal will be conducted and you will be notified of the decision within 60 days from receipt of a request for appeal of a denied claim.

Please note that our decision is based only on whether or not benefits are available under the Policy for the proposed treatment or procedure. We don't determine whether the pending Dental Service is necessary or appropriate. That decision is between you and your Dental Provider.

You may have the right to external review through an *Independent Review Organization (IRO)* upon the completion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in our decision letter to you.

### Urgent Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health, or the ability to regain maximum function, or cause severe pain. In these urgent situations:

- The appeal does not need to be submitted in writing. You or your Dental Provider should call us as soon as possible.
- We will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination, taking into account the seriousness of your condition.
- If we need more information from your Dental Provider to make a decision, we will notify you of the decision by the end of the next business day following receipt of the required information.

The urgent appeal process applies only to pre-service requests.

## **Section 6: General Legal Provisions**

### **Entire Policy**

The Policy issued to the Enrolling Group, including the *Certificate(s)*, *Schedule(s) of Covered Dental Services*, the Enrolling Group's application, Amendments and Riders, constitute the entire Policy. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties.

### **Time Limit on Certain Defenses**

No statement, except a fraudulent statement, made by the Enrolling Group will be used to void the Policy after it has been in force for a period of 2 years.

### **Amendments and Alterations**

Amendments to the Policy are effective upon 31 calendar days prior written notice to the Enrolling Group. Riders are effective on the date specified by us. No change will be made to the Policy unless it is made by an Amendment or a Rider that is signed by an officer of the Company. No agent has authority to change the Policy or to waive any of its provisions.

### **Relationship Between Parties**

The relationships between us and Network Dental Providers and relationships between us and Enrolling Groups, are solely contractual relationships between independent contractors. Network Dental Providers and Enrolling Groups are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of Network Dental Providers or Enrolling Groups.

The relationship between a Network Dental Provider and any Covered Person is that of Dental Provider and patient. The Network Dental Provider is solely responsible for the services provided to any Covered Person.

The relationship between the Enrolling Group and Covered Persons is that of employer and employee, Dependent or other Coverage classification as defined in the Policy. The Enrolling Group is solely responsible for enrollment and Coverage classification changes (including termination of a Covered Person's Coverage through us), for the timely payment of the Policy Charge to us, and for notifying Covered Persons of the termination of the Policy.

### **Information and Records**

At times we may need additional information from you. You agree to furnish us with all information and proof that we may reasonably require regarding any matters pertaining to the Policy. If you do not provide this information when we request it, we may delay or deny payment of your Coverage.

By accepting Coverage under the Policy, you authorize and direct any person or institution that has provided services to you to furnish us with all information or copies of records relating to the services provided to you. We have the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form. We agree that such information and records will be considered confidential.

We have the right to release any and all records concerning dental care services which are necessary to implement and administer the terms of the Policy, for appropriate review or quality assessment, or as we are required to do by law or regulation. During and after the term of the Policy, we and our related entities

may use and transfer the information gathered under the Policy in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your dental records or billing statements, we recommend that you contact your Dental Provider. Dental Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request dental forms or records from us, we also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, we will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. Our designees have the same rights to this information as we have.

## **ERISA**

When the Policy is purchased by the Enrolling Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C. §1001 et seq., we are not the plan administrator or named fiduciary of the welfare plan, as those terms are used in ERISA.

## **Examination of Covered Persons**

In the event of a question or dispute concerning Coverage for Dental Services, we may reasonably require that a Network Dental Provider acceptable to us examine you at our expense.

## **Clerical Error**

If a clerical error or other mistake occurs, that error will not deprive you of Coverage under the Policy. A clerical error also does not create a right to benefits or Coverage.

## **Notice**

When we provide written notice regarding administration of the Policy to an authorized representative of the Enrolling Group, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Enrolling Group is responsible for giving notice to you.

## **Workers' Compensation Not Affected**

The Coverage provided under the Policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

## **Conformity with Statutes**

Any provision of the Policy which, on its effective date, is in conflict with the requirements of applicable state or federal statutes or regulations is hereby amended to conform to the minimum requirements of such statutes and regulations.

## **Waiver/Estoppel**

Nothing in the Policy, *Certificate* or *Schedule of Covered Dental Services* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the Policy, *Certificate* or *Schedule of Covered Dental Services*, or to exercise any option

which is herein provided, shall in no way be construed to be a waiver of such provision of the Policy, *Certificate* or *Schedule of Covered Dental Services*.

## Headings

The headings, titles and any table of contents contained in the Policy, *Certificate* or *Schedule of Covered Dental Services* are for reference purposes only and shall not in any way affect the meaning or interpretation of the Policy, *Certificate* or *Schedule of Covered Dental Services*.

## Unenforceable Provisions

If any provision of the Policy, *Certificate* or *Schedule of Covered Dental Services* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the Policy, *Certificate* or *Schedule of Covered Dental Services* to the greatest extent legally permissible.

## Subrogation and Reimbursement

Subrogation is the substitution of one person or entity in the place of another with reference to a lawful claim, demand or right. Immediately upon paying or providing any benefit, we shall be subrogated to and shall succeed to all rights of recovery, under any legal theory of any type for the reasonable value of any services and benefits we provided to you, from any or all of the following listed below.

In addition to any subrogation rights and in consideration of the Coverage provided by this *Certificate*, we shall also have an independent right to be reimbursed by you for the reasonable value of any services and benefits we provide to you, from any or all of the following listed below.

- Third parties, including any person alleged to have caused you to suffer injuries or damages.
- Your employer.
- Any person or entity who is or may be obligated to provide benefits or payments to you, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third party administrators.
- Any person or entity who is liable for payment to you on any equitable or legal liability theory.

These third parties and persons or entities are collectively referred to as "Third Parties".

You agree as follows:

- That you will cooperate with us in protecting our legal and equitable rights to subrogation and reimbursement, including:
  - Providing any relevant information requested by us.
  - Signing and/or delivering such documents as we or our agents reasonably request to secure the subrogation and reimbursement claim.
  - Responding to requests for information about any accident or injuries.
  - Making court appearances.
  - Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
- That failure to cooperate in this manner shall be deemed a breach of contract, and may result in the termination of dental benefits or the instigation of legal action against you.

- That we have the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.
- That no court costs or attorneys' fees may be deducted from our recovery without our express written consent; any so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall not defeat this right, and we are not required to participate in or pay court costs or attorneys' fees to the attorney hired by you to pursue your damage/personal injury claim.
- That regardless of whether you have been fully compensated or made whole, we may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, with such proceeds available for collection to include any and all amounts earmarked as non-economic damage settlement or judgment.
- That benefits paid by us may also be considered to be benefits advanced.
- That you agree that if you receive any payment from any potentially responsible party as a result of an injury or illness, whether by settlement (either before or after any determination of liability), or judgment, you will serve as a constructive trustee over the funds, and failure to hold such funds in trust will be deemed as a breach of your duties hereunder.
- That you or an authorized agent, such as your attorney, must hold any funds due and owing us, as stated herein, separately and alone, and failure to hold funds as such will be deemed as a breach of contract, and may result in the termination of dental benefits or the instigation of legal action against you.
- That we may set off from any future benefits otherwise provided by us the value of benefits paid or advanced under this section to the extent not recovered by us.
- That you will not accept any settlement that does not fully compensate or reimburse us without our written approval, nor will you do anything to prejudice our rights under this provision.
- That you will assign to us all rights of recovery against Third Parties, to the extent of the reasonable value of services and benefits we provided, plus reasonable costs of collection.
- That our rights will be considered as the first priority claim against Third Parties, including tortfeasors from whom you are seeking recovery, to be paid before any other of your claims are paid.
- That we may, at our option, take necessary and appropriate action to preserve our rights under these subrogation provisions, including filing suit in your name, which does not obligate us in any way to pay you part of any recovery we might obtain.
- That we shall not be obligated in any way to pursue this right independently or on your behalf.
- That in the case of your wrongful death, the provisions of this section will apply to your estate, the personal representative of your estate and your heirs or beneficiaries.
- That the provisions of this section apply to the parents, guardian, or other representative of a Dependent child who incurs a sickness or injury caused by a Third Party. If a parent or guardian may bring a claim for damages arising out of a minor's Injury, the terms of this subrogation and reimbursement clause shall apply to that claim.

The Company will not make a request for a refund more than 24 months after the payment is made, except when the payment was made because of fraud committed by you or your health care provider, or if you or your health care provider has otherwise agreed to make a refund to the Company for overpayment of a claim. The Company will not attempt to recover against an individual auto or medical expense type of coverage, which includes uninsured and/or underinsured motorist coverage.

## **Refund of Overpayments**

If we pay benefits for expenses incurred on account of you, that you, or any other person or organization that was paid, must make a refund to us if any of the following apply:

- All or some of the expenses were not paid by you or did not legally have to be paid by you.
- All or some of the payment we made exceeded the benefits under the Policy.
- All or some of the payment was made in error.

The refund equals the amount we paid in excess of the amount we should have paid under the Policy. If the refund is due from another person or organization, then you agree to help us get the refund when requested.

If you, or any other person or organization that was paid, does not promptly refund the full amount, we may reduce the amount of any future benefits for you that are payable under the Policy. The reductions will equal the amount of the required refund. We may have other rights in addition to the right to reduce future benefits.

## **Limitation of Action**

You cannot bring any legal action against us to recover reimbursement prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after expiration of 3 years after the time written proof of loss is required to be furnished. After completing that process, if you want to bring a legal action against us you must do so within three years of the date we notified you of our final decision on your appeal or you lose any rights to bring such an action against us.

## Section 7: Coordination of Benefits

### Benefits When You Have Coverage under More than One Plan

This section describes how benefits under the Policy will be coordinated with those of any other plan that provides benefits to you.

### When Coordination of Benefits Applies

This 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 below 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 accordance 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 do not exceed 100% of the total Allowable Expense.

### Definitions

For purposes of this section, terms are defined as follows:

- A. A Plan is any of the following that provides benefits or services for medical, pharmacy 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 and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  2. Plan does not include: hospital indemnity coverage insurance or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under 1. or 2. above 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 similar benefits, and may apply another COB provision to coordinate other benefits.
- C. 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 do not exceed 100% of the total Allowable Expense.

- D. 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 provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an Allowable Expense.

The following are examples of expenses or services that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private 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 compute their benefit payments on the basis of usual and customary fees 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 calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider 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 provider's contract permits, the negotiated fee or payment shall 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, precertification of admissions and preferred provider arrangements.
- 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 providers that have contracted with or are employed by the Plan, and that excludes benefits for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, 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 the next paragraph, a Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Plans state that the complying plan is primary.

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 shall be in excess of 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-of-network benefits.

- C. A Plan may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. 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 (e.g. a retired employee); 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.
  - 2. Dependent Child Covered Under More Than One Coverage Plan. Unless there is a court decree stating otherwise, plans covering a dependent child shall determine the order of benefits as follows:
    - a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - (1) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - (2) If both parents have the same birthday, the Plan that covered the parent longest is the Primary Plan.
    - b) For a dependent child whose parents are divorced or separated or are not living together, whether or not they have ever been married:
      - (1) If a court decree 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. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the Primary Plan. This shall not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
      - (2) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of subparagraph a) above shall determine the order of benefits.
      - (3) If a court decree 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 subparagraph a) above shall determine the order of benefits.
      - (4) If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- (a) The Plan covering the Custodial Parent.
  - (b) The Plan covering the Custodial Parent's spouse.
  - (c) The Plan covering the non-Custodial Parent.
  - (d) The Plan covering the non-Custodial Parent's spouse.
- c) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under subparagraph a) or b) above as if those individuals were parents of the child.
3. Active Employee or 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 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 other Plan does not have this rule, and, as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.1. can determine the order of benefits.
  4. COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to 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 or 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 is ignored. This rule does not apply if the rule labeled D.1. can determine the order of benefits.
  5. Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
  6. If the preceding rules do not determine the order of benefits, the Allowable Expenses shall 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 do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall 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 shall not apply between that Plan and other Closed Panel Plans.
- C. This Coverage Plan reduces its benefits as described below for Covered Persons who are eligible for Medicare when Medicare would be the Primary Coverage Plan.

Medicare benefits are determined as if the full amount that would have been payable under Medicare was actually paid under Medicare, even if:

- The person is entitled but not enrolled in Medicare. Medicare benefits are determined as if the person were covered under Medicare Parts A and B.
- The person is enrolled in a *Medicare Advantage* (Medicare Part C) plan and receives non-covered services because the person did not follow all rules of that plan. Medicare benefits are determined as if the services were covered under Medicare Parts A and B.
- The person receives services from a provider who has elected to opt-out of Medicare. Medicare benefits are determined as if the services were covered under Medicare Parts A and B and the provider had agreed to limit charges to the amount of charges allowed under Medicare rules.
- The services are provided in any facility that is not eligible for Medicare reimbursements, including a Veterans Administration facility, facility of the Uniformed Services, or other facility of the federal government. Medicare benefits are determined as if the services were provided by a facility that is eligible for reimbursement under Medicare.
- The person is enrolled under a plan with a *Medicare Medical Savings Account*. Medicare benefits are determined as if the person were covered under Medicare Parts A and B.

## Right to Receive and Release Needed 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. We may get the facts we need from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits.

We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give us any facts we need to apply those rules and determine benefits payable. If you do not provide us the information we need to apply these rules and determine the Benefits payable, your claim for Benefits will be denied.

## Payments Made

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, we may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit paid under This Plan. We 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 reasonable cash value of the benefits provided in the form of services. The Company will not make a request for a refund more than 24 months after the payment is made, except when the payment was made because of fraud committed by you or your health care provider, or if you or your health care provider has otherwise agreed to make a refund to the Company for overpayment of a claim.

## Right of Recovery

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

The Company will not request of refund of all or a portion of a payment of a claim made to the Covered Person. The Company will not make a request for a refund more than 24 months after the payment is made, except when the payment was made because of fraud committed by you or your health care

provider, or if you or your health care provider has otherwise agreed to make a refund to the Company for overpayment of a claim.

### **When Medicare is Secondary**

If you have other health insurance which is determined to be primary to Medicare, then Benefits payable under This Plan will be based on Medicare's reduced benefits. In no event will the combined benefits paid under these coverages exceed the total Medicare Eligible Expense for the service or item.

## **Section 8: Continuation of Coverage**

If your Coverage ends under the Policy, you may be entitled to elect continuation Coverage (Coverage that continues on in some form) in accordance with federal law.

Continuation Coverage under COBRA (the federal Consolidated Omnibus Budget Reconciliation Act) is available only to Enrolling Groups that are subject to the terms of COBRA. You can contact your plan administrator to determine if your Enrolling Group is subject to the provisions of COBRA.

If you selected continuation coverage under a prior plan which was then replaced by Coverage under the Policy, continuation Coverage will end as scheduled under the prior plan or in accordance with federal or state law, whichever is earlier.

We are not the Enrolling Group's designated "plan administrator" as that term is used in federal law, and we do not assume any responsibilities of a "plan administrator" according to federal law.

We are not obligated to provide continuation Coverage to you if the Enrolling Group or its plan administrator fails to perform its responsibilities under federal law. Examples of the responsibilities of the Enrolling Group or its plan administrator are:

- Notifying you in a timely manner of the right to elect continuation Coverage.
- Notifying us in a timely manner of your election of continuation Coverage.

## Section 9: Procedures for Obtaining Benefits

### Dental Services

You are eligible for Coverage for Dental Services listed in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services* of this *Certificate* if such Dental Services are Necessary and are provided by or under the direction of a Dental Provider or other provider. All Coverage is subject to the terms, conditions, exclusions and limitations of the Policy.

### Network and Non-Network Benefits

This *Certificate* describes both benefit levels available under the Policy.

#### Network Benefits

Dental Services must be provided by a Network Dental Provider in order to be considered Network Benefits.

The only exception is if you need Emergency care and you are out of your service area or are unable to contact your Network general Dental Provider. In this situation, Emergency care will be Covered as a Network Benefit and you will not be responsible for greater out-of-pocket expenses than if you had attended a Network Dental Provider. You must submit appropriate reports and x-rays.

When Dental Services are received from a Non-Network Dental Provider as a result of an Emergency, the Copayment will be the Network Copayment.

Enrolling for Coverage under the Policy does not guarantee Dental Services by a particular Network Dental Provider on the list of Dental Providers. The list of Network Dental Providers is subject to change. When a Dental Provider on the list no longer has a contract with us, you must choose among remaining Network Dental Providers. You are responsible for verifying the Network participation status of your Dental Provider, prior to receiving such Dental Services. You must show your ID card every time you request Dental Services.

If you fail to verify whether your treating Dental Provider participation in the Network or to show your ID card, and the failure results in non-compliance with our required procedures, Coverage of Network Benefits may be denied.

Coverage for Dental Services is subject to payment of the Premium required for Coverage under the Policy, satisfaction of any applicable deductible, appropriate Waiting Period, payment of the Copayment specified for any service and payment of the percentage of Eligible Expenses shown in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services* and generally require you to pay less to the Dental Provider than Non-Network Benefits. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event will you be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

#### Non-Network Benefits

Non-Network Benefits apply when you obtain Dental Services from Non-Network Dental Providers.

Before you are eligible for Coverage of Dental Services obtained from Non-Network Dental Providers, you must meet the requirements for payment of the applicable deductible and appropriate Waiting Period specified in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services*. Generally you are required to pay more than Network Benefits. Non-Network Dental Providers may request that you pay all charges when services are rendered. You must file a claim with us for reimbursement of Eligible Expenses.

We will reimburse a Non-Network Dental Provider for a Covered Dental Service up to an amount equal to the contracted fee for the same Covered Dental Service received from a similarly situated Network Dental Provider. The actual charge made by a Non-Network Dental Provider for a Covered Dental Service may exceed the contracted fee. As a result, you may be required to pay a Non-Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee. In addition, when you obtain Covered Dental Services from a Non-Network Dental Provider, you must file a claim with us to be reimbursed for Eligible Expenses.

### **Network Dental Providers**

We have arranged with certain Dental Providers to participate in a Network. These Network Dental Providers have agreed to discount their charges for Covered services and supplies.

If Network Dental Providers are used, the amount of Covered expenses for which you are responsible will generally be less than the amount owed if Non-Network Dental Providers had been used. The Copayment level (the percentage of Covered expenses for which you are responsible) remains the same whether or not Network Dental Providers are used. However, because the total charges for Covered expenses may be less when Network Dental Providers are used, the portion that you owe will generally be less.

You are issued an identification card (ID card) showing you are eligible for Network discounts. You must show this ID card every time Dental Services are given. This is how the Dental Provider knows that you are Covered under a Network plan. Otherwise, you could be billed for the Dental Provider's normal charge.

### **Directory of Network Dental Providers**

A Directory of Network Dental Providers will be made available. You may access the Directory of Network Dental Providers online at the website listed on your ID card. You can also call customer service to determine which Dental Providers participate in the Network. The telephone number for customer services is on the ID card.

Network Dental Providers are responsible for submitting a request for payment directly to us, however, you are responsible for any Copayment at the time of service. If a Network Dental Provider bills you, customer services should be called. You do not need to submit claims for Network Dental Provider services or supplies.

### **Pre-Treatment Estimate**

If the charge for a Dental Service is expected to exceed \$500 or if a dental exam reveals the need for fixed bridgework, you may notify us of such treatment before treatment begins and receive a Pre-Treatment Estimate. If you desire a Pre-Treatment Estimate, you or your Dental Provider should send a notice to us, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide us with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

We will determine if the proposed treatment is Covered under the Policy and estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the Policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

Pre-Treatment Estimate of benefits is not an agreement to pay for expenses. This procedure lets you know in advance approximately what portion of the expenses will be considered for payment.

## Section 10: Covered Dental Services

Dental Services described in this Section and in the *Schedule of Covered Dental Services* are Covered when such services are:

- A. Necessary;
- B. Provided by or under the direction of a Dental Provider; and
- C. Not excluded as described in *Section 11: General Exclusions*.

Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a benefit based on the least costly procedure.

Covered Dental Services are subject to satisfaction of any applicable Waiting Periods, applicable Deductibles, Maximum Benefits and payment of any Copayments as described below and in the *Schedule of Covered Dental Services*.

This Section and the *Schedule of Covered Dental Services*: (1) describe the Covered Dental Services and any applicable limitations to those services; (2) outline the Copayments that you are required to pay and any applicable Waiting Periods for each Covered Dental Service; and (3) describe the applicable Deductible and any Maximum Benefits that may apply.

### Network Benefits:

When Network Copayments are charged as a percentage of Eligible Expenses, the amount you pay for Dental Services from Network Dental Providers is determined as a percentage of the negotiated contract fee between us and the Dental Provider rather than a percentage of the Dental Provider's billed charge. Our negotiated rate with the Dental Provider is ordinarily lower than the Dental Provider's billed charge.

A Network Dental Provider cannot charge you or us for any service or supply that is not Necessary as determined by us. If you agree to receive a service or supply that is not Necessary the Network Dental Provider may charge you. However, these charges will not be considered Covered Dental Services and will not be payable by us.

### Non-Network Benefits:

When Copayments are charged as a percentage of Eligible Expenses, the amount you pay for Dental Services from Non-Network Dental Providers is determined as a percentage of the negotiated contract rates of Network Dental Providers plus the amount by which the Non-Network Dental Provider's billed charge exceeds the contracted fee.

### Deductible

**Annual Deductible** is \$50 per Covered Person per calendar year and \$150 for all Covered Persons in a family.

The Annual Deductible does not apply to: DIAGNOSTIC SERVICES, PREVENTIVE SERVICES.

The Annual Deductible applies to any combination of the following Covered Dental Services: MINOR RESTORATIVE SERVICES, ENDODONTICS, PERIODONTICS, ORAL SURGERY, ADJUNCTIVE SERVICES, MAJOR RESTORATIVE SERVICES, FIXED PROSTHETICS, REMOVABLE PROSTHETICS.

### Maximum Benefit

**Maximum Benefit** is \$1,000 per Covered Person for Network Benefits and \$1,000 per Covered Person for Non-Network Benefits per calendar year.

Maximum Benefit for Network Benefits applies to any combination of the following Covered Dental Services: DIAGNOSTIC SERVICES, PREVENTIVE SERVICES, MINOR RESTORATIVE SERVICES, ENDODONTICS, PERIODONTICS, ORAL SURGERY, ADJUNCTIVE SERVICES, MAJOR RESTORATIVE SERVICES, FIXED PROSTHETICS, REMOVABLE PROSTHETICS.

Maximum Benefit for Non-Network Benefits applies to any combination of the following Covered Dental Services: DIAGNOSTIC SERVICES, PREVENTIVE SERVICES, MINOR RESTORATIVE SERVICES, ENDODONTICS, PERIODONTICS, ORAL SURGERY, ADJUNCTIVE SERVICES, MAJOR RESTORATIVE SERVICES, FIXED PROSTHETICS, REMOVABLE PROSTHETICS.

### **Consumer Max Multiplier**

If a Covered Person has claims for Covered Dental Services in a calendar year of less than \$500 an additional \$250 will be added to the Maximum Benefit in the next calendar year and an additional \$100 will be added to the Maximum Benefit in the next calendar year when only Network Benefits are utilized up to a limit of \$1,000 additional Maximum Benefit.

After the first calendar year following the Covered Person's Effective Date, the Maximum Benefit per Covered Person may be increased by the carry over amount if:

- a.) the Covered Person has submitted a claim for an Eligible Expense incurred during the preceding calendar year; and
- b.) the reimbursement for the Eligible Expense incurred in the preceding calendar year did not exceed the benefit threshold.

In each succeeding calendar year in which the reimbursement for Eligible Expenses does not exceed the benefit threshold, the Covered Person will be eligible for the carry over amount. The carry over amount can be accumulated from one calendar year to the next up to the maximum carry over amount unless:

- a) during any calendar year, Eligible Expenses are reimbursed in excess of the threshold. In this instance, there will be no additional carry over amount for the calendar year; or
- b.) during any calendar year, no claims for Eligible Expenses incurred during the preceding calendar year are submitted. In this instance, there will be no carry over amount for the calendar year, any accumulated carry over amounts from previous calendar year will be forfeited.

Eligibility for the carry over amount will be established or reestablished at the time for the first claim in a calendar year is received for Eligible Expenses incurred during the calendar year. In order to properly calculate the carry over amount, claims should be submitted timely in accordance with the proof of loss provision found within *Section 4: Reimbursement*.

You have the right to request review of prior carry over amount calculations. The request for review must be within 24 months from the date the carry over amount was established.

### **Prenatal Dental Care**

Any required Copayment, Deductible, Waiting Period or Maximum Benefit is waived for a Covered Person in their 2nd and 3rd trimester of pregnancy for the following Covered Dental Services: prophylaxis, scaling and root planing, periodontal maintenance, full mouth debridement.

# Section 11: General Exclusions

## Exclusions

Except as may be specifically provided in the Schedule of Covered Dental Services or through a Rider to the Policy, the following are not Covered:

- A. Dental Services that are not Necessary.
- B. Hospitalization or other facility charges.
- C. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance such as labial veneers.)
- D. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease or injury when the primary purpose is to improve physiological functioning of the involved part of the body.
- E. Any Dental Procedure not directly associated with dental disease.
- F. Any Dental Procedure not performed in a dental setting.
- G. Procedures that are considered to be Experimental, Investigational or Unproven. Any treatment, device or pharmacological regimen that is the only available treatment for a particular condition will not result in Coverage if the procedure is considered to be an Experimental, Investigational or Unproven Service.
- H. Placement of dental implants, implant-supported crowns, abutments, and prostheses.
- I. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
- J. Services for injuries or conditions covered by Worker's Compensation or employer liability laws, and services that are provided without cost to you by any municipality, county, or other political subdivision. This exclusion does not apply to any services covered by Medicaid or Medicare.
- K. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
- L. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms of hard or soft tissue, including excision.
- M. Replacement of complete dentures, fixed and removable partial dentures or crowns, and implants, implant crowns, implant prosthesis and implant supporting structures (such as connectors), if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is due to patient non-compliance, the patient is liable for the cost of replacement.
- N. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including that related to the temporomandibular joint). No Coverage is provided for orthognathic surgery, jaw alignment, or treatment for the temporomandibular joint.
- O. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice, or the notice period as required by the Dental Provider in question.
- P. Expenses for Dental Procedures begun prior to you becoming enrolled under the Policy.
- Q. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.

- R. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.
- S. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
- T. Replacement of crowns, bridges, and fixed or removable prosthetic appliances and implants, implant crowns, implant prosthesis and implant supporting structures (such as connectors) inserted prior to plan Coverage unless the patient has been Covered under the Policy for 12 continuous months. If loss of a tooth requires the addition of a clasp, pontic, and/or abutment(s) within this 12 month period, the plan is responsible only for the procedures associated with the addition.
- U. Replacement of missing natural teeth lost prior to the onset of plan Coverage, or after onset of plan Coverage if lost due to services performed while Covered under a prior carrier, until the patient has been Covered under the Policy for 12 continuous months.
- V. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
- W. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
- X. Services rendered by a provider with the same legal residence as you or who is a member of your family, including but not limited to: spouse, brother, sister, parent or child.
- Y. Dental Services otherwise Covered under the Policy, but rendered after the date individual Coverage under the Policy terminates, including Dental Services for dental conditions arising prior to the date individual Coverage under the Policy terminates.
- Z. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.
- AA. Orthodontic Services.
- BB. In the event that a Non-Network Dental Provider routinely waives Copayments and/or the applicable deductible for a particular Dental Service, the Dental Service for which the Copayments and/or applicable deductible are waived is reduced by the amount waived by the Non-Network Dental Provider.
- CC. Foreign Services are not Covered unless required as an Emergency.
- DD. Dental Services received as a result of war or any act of war, whether declared or undeclared during service in the armed forces of any country.
- EE. Any Dental Services or Procedures not listed in the *Schedule of Covered Dental Services*.

## SCHEDULE OF COVERED DENTAL SERVICES

BENEFIT DESCRIPTION & LIMITATION	NETWORK COPAYMENT	NON-NETWORK COPAYMENT
	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
<b>DIAGNOSTIC SERVICES</b>		
Bacteriologic Cultures	0%	0%
Viral Cultures	0%	0%
Intraoral Bitewing Radiographs Images  Limited to 1 series of images per calendar year.	0%	0%
Panorex Radiographs Image  Limited to 1 time per consecutive 36 months.	0%	0%
Oral/Facial Photographic Images  Limited to 1 time per consecutive 36 months.	0%	0%
Diagnostic Casts  Limited to 1 time per consecutive 24 months.	0%	0%
Extraoral Radiographs Images  Limited to 2 images per calendar year.	0%	0%
Intraoral - Complete Series of Radiograph Images  Limited to 1 time per consecutive 36 months.  Vertical bitewings cannot be billed in conjunction with a complete series.	0%	0%
Intraoral Periapical Radiographs Image  Limited to 8 images per calendar	0%	0%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
year.		
Pulp Vitality Tests Limited to 1 charge per visit, regardless of how many teeth are tested.	0%	0%
Intraoral Occlusal Radiographs Image Limited to 2 images per 6 months.	0%	0%
Vertical Bitewings, 7-8 Radiograph Images Limited to 1 series of images per consecutive 36 months. Vertical bitewings cannot be billed in conjunction with a complete series.	0%	0%
Periodic Oral Evaluation Limited to 2 times per consecutive 12 months.	0%	0%
Comprehensive Oral Evaluation Limited to new patients or 2 times per consecutive 12 months. Not Covered if done in conjunction with other exams.	0%	0%
Limited or Detailed Oral Evaluation Limited to 2 times per consecutive 12 months. Only 1 exam is Covered per date of service.	0%	0%
Comprehensive Periodontal Evaluation - new or established patient	0%	0%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	<b>NON-NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Limited to 2 times per consecutive 12 months.		
Oral Evaluation for a Patient under three Years of Age and Counseling Primary Caregiver  Limited to 2 times per consecutive 12 months. Not Covered if done in conjunction with other exams.	0%	0%
Adjunctive Pre-Diagnostic Test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures  Limited to 1 time per consecutive 12 months.	0%	0%
<b>PREVENTIVE SERVICES</b>		
Dental Prophylaxis  Limited to 2 times per consecutive 12 months.	0%	0%
Fluoride Treatments - child  Limited to Covered Persons under the age of 16 years, and limited to 2 times per consecutive 12 months.	0%	0%
Sealants  Limited to Covered Persons under the age of 16 years and once per first or second permanent molar every consecutive 36 months.	0%	0%
Preventive Resin Restoration in a Moderate to High Caries Risk Patient - Permanent Tooth	0%	0%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	<b>NON-NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Limited to Covered Persons under the age of 16 years and once per first or second permanent molar every consecutive 36 months.		
Space Maintainers  Limited to Covered Persons under the age of 16 years, once per consecutive 60 months. Benefit includes all adjustments within 6 months of installation.	0%	0%
Re-Cementation of Space Maintainers  Limited to 1 per consecutive 6 months after initial insertion.	0%	0%
Removal of Fixed Space Maintainer	0%	0%
<b>MINOR RESTORATIVE SERVICES</b>		
Amalgam Restorations  Multiple restorations on one surface will be treated as a single filling.	20%	20%
Composite Resin Restorations - Anterior  Multiple restorations on one surface will be treated as a single filling.	20%	20%
Composite Resin Restorations - Posterior  Multiple restorations on one surface will be treated as a single filling.	20%	20%
Gold Foil Restorations  Multiple restorations on one	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
surface will be treated as a single filling.		
<b>ENDODONTICS</b>		
Apexification Limited to 1 time per tooth per lifetime.	20%	20%
Apicoectomy Limited to 1 time per tooth per lifetime.	20%	20%
Retrograde Filling Limited to 1 time per tooth per lifetime.	20%	20%
Hemisection Limited to 1 time per tooth per lifetime.	20%	20%
Root Canal Therapy Limited to 1 time per tooth per lifetime. Dentist cannot charge retreatment codes on tooth treated for the first 12 months.	20%	20%
Retreatment of Previous Root Canal Therapy Dentist who performed the original root canal should not be reimbursed for the treatment for the first 12 months.	20%	20%
Root Resection/Amputation Limited to 1 time per tooth per lifetime.	20%	20%
Therapeutic Pulpotomy Limited to 1 time per primary or	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	<b>NON-NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
secondary tooth per lifetime.		
Pulpal Therapy (resorbable filling) - Anterior or Posterior, Primary Tooth (excluding final restoration)  Limited to 1 time per tooth per lifetime. Covered for anterior or posterior teeth only.	20%	20%
Pulp Caps - Direct/Indirect - excluding final restoration  Not Covered if utilized solely as a liner or base underneath a restoration.	20%	20%
Pulpal Debridement, Primary and Permanent Teeth  Limited to 1 time per tooth per lifetime.  Not Covered on the same day as other endodontic services.	20%	20%
Pulpal Regeneration - (Completion of Regenerative Treatment in an Immature Permanent Tooth with a Necrotic Pulp) does not include Final Restoration  Limited to 1 time per tooth per lifetime.	20%	20%
<b>PERIODONTICS</b>		
Crown Lengthening  Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Gingivectomy/Gingivoplasty  Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Gingival Flap Procedure Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Osseous Graft Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Osseous Surgery Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Guided Tissue Regeneration Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Soft Tissue Surgery Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Surgical Revision Procedure Limited to 1 per quadrant or site per consecutive 36 months.	20%	20%
Periodontal Maintenance Limited to 2 times per consecutive 12 months following active or adjunctive periodontal therapy, exclusive of gross debridement.	20%	20%
Full Mouth Debridement Limited to once per consecutive 36 months.	20%	20%
Provisional Splinting Cannot be used to restore vertical dimension or as part of full mouth rehabilitation, should not include use of laboratory	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
based crowns and/or fixed partial dentures (bridges).  Exclusion of laboratory based crowns or bridges for the purposes of provisional splinting.		
Scaling and Root Planing  Limited to 1 time per quadrant per consecutive 24 months.	20%	20%
Localized Delivery of Antimicrobial Agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report  Limited to 3 sites per quadrant or 12 sites total per lifetime for refractory pockets or in conjunction with Periodontal Scaling and Root Planing.	20%	20%
<b>ORAL SURGERY</b>		
Alveoloplasty	20%	20%
Biopsy  Limited to 1 biopsy per site per visit.	20%	20%
Brush Biopsy  Limited to 1 biopsy per site per visit.	20%	20%
Frenectomy/Frenuloplasty	20%	20%
Surgical Incision  Limited to 1 per site per visit.	20%	20%
Removal of a Benign Cyst/Lesions  Limited to 1 per site per visit.	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	<b>NON-NETWORK COPAYMENT</b>  is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Removal of Torus Limited to 1 per site per visit.	20%	20%
Root Removal, Surgical Limited to 1 time per tooth per lifetime.	20%	20%
Simple Extractions Limited to 1 time per tooth per lifetime.	20%	20%
Surgical Extraction of Erupted Teeth or Roots Limited to 1 time per tooth per lifetime.	20%	20%
Surgical Extraction of Impacted Teeth Limited to 1 time per tooth per lifetime.	20%	20%
Surgical Access, Surgical Exposure, or Immobilization of Unerupted Teeth Limited to 1 time per tooth per lifetime.	20%	20%
Primary Closure of a Sinus Perforation Limited to 1 per tooth per lifetime.	20%	20%
Placement of Device to Facilitate Eruption of Impacted Tooth Limited to 1 time per tooth per lifetime.	20%	20%
Transseptal Fiberotomy/Supra Crestal Fiberotomy, by report Limited to 1 time per tooth per	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
lifetime.		
Vestibuloplasty Limited to 1 time per site per consecutive 60 months.	20%	20%
Bone Replacement Graft for Ridge Preservation - per site Limited to 1 per site per lifetime. Not Covered if done in conjunction with other bone graft replacement procedures.	20%	20%
Excision of Hyperplastic Tissue or Pericoronal Gingiva Limited to 1 per site per consecutive 36 months.	20%	20%
Appliance Removal (not by dentist who placed appliance) includes removal of arch bar Limited to once per appliance per lifetime.	20%	20%
Tooth Reimplantation and/or Transplantation Services Limited to 1 per site per lifetime.	20%	20%
Oroantral Fistula Closure Limited to 1 per site per visit.	20%	20%
<b>ADJUNCTIVE SERVICES</b>		
Analgesia Covered when Necessary in conjunction with Covered Dental Services.  If required for patients under 6 years of age or patients with behavioral problems or physical disabilities or if it is clinically	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Necessary. Covered for patients over age of 6 if it is clinically Necessary.		
Desensitizing Medicament	20%	20%
<p>General Anesthesia</p> <p>Covered when Necessary in conjunction with Covered Dental Services.</p> <p>If required for patients under 6 years of age or patients with behavioral problems or physical disabilities or if it is clinically Necessary. Covered for patients over age of 6 if it is clinically Necessary.</p>	20%	20%
<p>Local Anesthesia</p> <p>Not Covered in conjunction with operative or surgical procedure.</p>	20%	20%
<p>Intravenous Sedation and Analgesia</p> <p>Covered when Necessary in conjunction with Covered Dental Services.</p> <p>If required for patients under 6 years of age or patients with behavioral problems or physical disabilities or if it is clinically Necessary. Covered for patients over age of 6 if it is clinically Necessary.</p>	20%	20%
Therapeutic Drug Injection, by report/Other Drugs and/or Medicaments, by report	20%	20%
Occlusal Adjustment	20%	20%
Occlusal Guards	20%	20%

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
<p>Limited to 1 guard every consecutive 36 months and only covered if prescribed to control habitual grinding.</p> <p>Occlusal Guard Reline and Repair</p> <p>Limited to relining and repair performed more than 6 months after the initial insertion. Limited to 1 time per consecutive 12 months.</p>	20%	20%
<p>Occlusion Analysis - Mounted Case</p> <p>Limited to 1 time per consecutive 60 months.</p>	20%	20%
<p>Palliative Treatment</p> <p>Covered as a separate benefit only if no other services, other than exam and radiographs, were done on the same tooth during the visit.</p>	20%	20%
<p>Consultation (diagnostic service provided by dentists or physician other than practitioner providing treatment.)</p> <p>Not Covered if done with exams or professional visit.</p>	20%	20%
<p><b>MAJOR RESTORATIVE SERVICES</b></p> <p>Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Coping</p> <p>Limited to 1 per tooth per consecutive 60 months. Not Covered if done at the same time</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
as a crown on same tooth.		
Crowns - Retainers/Abutments Limited to 1 time per tooth per consecutive 60 months. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.	50% Subject to a 12 month Waiting Period.	50% Subject to a 12 month Waiting Period.
Crowns - Restorations Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.	50% Subject to a 12 month Waiting Period.	50% Subject to a 12 month Waiting Period.
Temporary Crowns - Restorations Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.	50% Subject to a 12 month Waiting Period.	50% Subject to a 12 month Waiting Period.
Inlays/Onlays - Retainers/Abutments Limited to 1 time per tooth per consecutive 60 months. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.	50% Subject to a 12 month Waiting Period.	50% Subject to a 12 month Waiting Period.
Inlays/Onlays - Restorations Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore	50% Subject to a 12 month Waiting Period.	50% Subject to a 12 month Waiting Period.

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
the tooth. Not Covered if done in conjunction with any other inlay, onlay and crown codes except post and core buildup codes.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.	is shown as a percentage of Eligible Expenses after applicable Deductible is satisfied.  You must also pay the amount of the Dentist's fee, if any, which is greater than the Eligible Expense.
Pontics  Limited to 1 time per tooth per consecutive 60 months.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Retainer - Cast Metal for Resin Bonded Fixed Prosthesis  Limited to 1 time per tooth per consecutive 60 months.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Pin Retention  Limited to 2 pins per tooth; not Covered in addition to cast restoration.  Limited to 1 time per tooth per consecutive 60 months.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Post and Cores  Covered only for teeth that have had root canal therapy.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Re-Cement Inlays/Onlays, Crowns, Bridges and Post and Core  Limited to 1 per consecutive 12 months.  Limited to those performed more than 12 months after the initial insertion.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Protective Restoration  Covered as a separate benefit only if no other service, other than x-rays and exam, were performed on the same tooth during the visit.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
<p>Stainless Steel Crowns</p> <p>Limited to 1 time per tooth per consecutive 60 months. Covered only when a filling cannot restore the tooth. Prefabricated esthetic coated stainless steel crown - primary tooth, are limited to primary anterior teeth.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>
<p><b>FIXED PROSTHETICS</b></p> <p>Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Fixed Partial Dentures (bridges)</p> <p>Limited to 1 time per tooth per consecutive 60 months.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>
<p><b>REMOVABLE PROSTHETICS</b></p> <p>Replacement of complete dentures, fixed or removable partial dentures, crowns, inlays or onlays previously submitted for payment under the plan is limited to 1 time per consecutive 60 months from initial or supplemental placement.</p>		
<p>Full Dentures</p> <p>Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>
<p>Partial Dentures</p> <p>Limited to 1 per consecutive 60 months. No additional allowances for precision or semi-precision attachments.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>
<p>Relining and Rebasing Dentures</p> <p>Limited to relining/rebasing performed more than 6 months after the initial insertion. Limited to 1 time per consecutive 12</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>	<p>50%</p> <p>Subject to a 12 month Waiting Period.</p>

<b>BENEFIT DESCRIPTION &amp; LIMITATION</b>	<b>NETWORK COPAYMENT</b>	<b>NON-NETWORK COPAYMENT</b>
months.		
Tissue Conditioning - Maxillary or Mandibular  Limited to 1 time per consecutive 12 months.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.
Repairs or Adjustments to Full Dentures, Partial Dentures, Bridges, or Crowns  Limited to repairs or adjustments performed more than 12 months after the initial insertion. Limited to 1 per consecutive 6 months.	50%  Subject to a 12 month Waiting Period.	50%  Subject to a 12 month Waiting Period.

# Language Assistance Services

We<sup>1</sup> provide free language services. We provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for an interpreter. To ask for help, please call 1-866-633-2446, or the toll-free member phone number listed on your health plan ID card TTY 711, Monday through Friday, 8 a.m. to 8 p.m. ET.

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Please call 1-866-633-2446.

**ATENCIÓN:** Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1-866-633-2446.

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請致電：1-866-633-2446。

**XIN LƯU Ý:** Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1-866-633-2446.

알림: 한국어(**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-866-633-2446 번으로 전화하십시오.

**PAUNAWA:** Kung nagsasalita ka ng **Tagalog (Tagalog)**, may makukuha kang mga libheng serbisyo ng tulong sa wika. Mangyaring tumawag sa 1-866-633-2446.

**ВНИМАНИЕ:** бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по номеру 1-866-633-2446.

تنبيه: إذا كنت تتحدث العربية (**Arabic**)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الاتصال بـ 1-866-633-2446

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nan 1-866-633-2446.

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1-866-633-2446.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniłmy darmowe usługi tłumacza. Prosimy zadzwonić pod numer 1-866-633-2446.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para 1-866-633-2446.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Si prega di chiamare il numero 1-866-633-2446.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufen Sie 1-866-633-2446 an.

注意事項：日本語 (**Japanese**) 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。1-866-633-2446 にお電話ください。

توجه: اگر زبان شما **فارسی (Farsi)** است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. 1-866-633-2446 تماس بگیرید.

कृपा ध्यान दें: यदि आप **हिंदी (Hindi)** भाषी हैं तो आपके लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपा पर काल करें 1-866-633-2446

CEEBOOM: Yog koj hais Lus **Hmoob (Hmong)**, muaj kev pab txhais lus pub dawb rau koj. Thov hu rau 1-866-633-2446.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយ**ភាសាខ្មែរ (Khmer)**សេវាជំនួយភាសាដោយឥតគិតថ្លៃ គឺមានសំរាប់អ្នក។ សូមទូរស័ព្ទ ទៅលេខ 1-866-633-2446។

PAKDAAR: Nu saritaem ti **Ilocano (Ilocano)**, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan iti 1-866-633-2446.

Díí BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yánílti'go, saad bee áka'anida'awo'ígíí, t'áá jíik'eh, bee ná'ahóót'i'. T'áá shoodí kohjj' 1-866-633-2446 hodiilnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac 1-866-633-2446.

## Notice of Non-Discrimination

We<sup>1</sup> do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator  
United HealthCare Civil Rights Grievance  
P.O. Box 30608  
Salt Lake City, UTAH 84130  
UHC\_Civil\_Rights@uhc.com

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call 1-866-633-2446 or the toll-free member phone number listed on your health plan ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human services.

Online <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

<sup>1</sup>For purposes of the Language Assistance Services and this Non-Discrimination Notice ("Notice"), "we" refers to the entities listed in Footnote 2 of the Notice of Privacy Practices and Footnote 3 of the Financial Information Privacy Notice. Please note that not all entities listed are covered by this Notice.

## **Claims and Appeal Notice**

*This Notice is provided to you in order to describe our responsibilities under Federal law for making benefit determinations and your right to appeal adverse benefit determinations. To the extent that state law provides you with more generous timelines or opportunities for appeal, those rights also apply to you. Please refer to your benefit documents for information about your rights under state law.*

### **Benefit Determinations**

#### **Post-service Claims**

Post-service claims are those claims that are filed for payment of benefits after Dental Services have been received.

#### **Pre-service Requests for Benefits**

Pre-service requests for benefits are those requests that require notification or benefit confirmation prior to receiving Dental Services.

### **How to Request an Appeal**

If you disagree with either a pre-service request for benefits determination, post-service claim determination or a rescission of coverage determination, you can contact us in writing to formally request an appeal.

Your request for an appeal should include:

- The patient's name and the identification number from the ID card.
- The date(s) of Dental Service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your appeal request must be submitted to us within 180 days after you receive the denial of a pre-service request for benefits or the claim denial.

### **Appeal Process**

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a Dental Provider with appropriate expertise in the field, who was not involved in the prior determination. We may consult with, or seek the participation of, dental experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent dental claim information. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. In addition, if any new or additional evidence is relied upon or generated by us during the determination of the appeal, we will provide it to you free of charge.

### **Appeals Determinations**

#### **Pre-service Requests for Benefits and Post-service Claim Appeals**

For procedures associated with urgent requests for benefits, see *Urgent Appeals that Require Immediate Action* below.

You will be provided written or electronic notification of the decision on your appeal as follows:

- For appeals of pre-service requests for benefits as identified above, the appeal will be conducted and you will be notified of the decision within 30 days from receipt of a request for appeal of a denied request for benefits.
- For appeals of post-service claims as identified above, the first level appeal will be conducted and you will be notified of the decision within 60 days from receipt of a request for appeal of a denied claim.

Please note that our decision is based only on whether or not benefits are available under the Policy for the proposed treatment or procedure. We don't determine whether the pending Dental Service is necessary or appropriate. That decision is between you and your Dental Provider.

You may have the right to external review through an *Independent Review Organization (IRO)* upon the completion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in our decision letter to you.

### **Urgent Appeals that Require Immediate Action**

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health, or the ability to regain maximum function, or cause severe pain. In these urgent situations:

- The appeal does not need to be submitted in writing. You or your Dental Provider should call us as soon as possible.
- We will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination, taking into account the seriousness of your condition.
- If we need more information from your Dental Provider to make a decision, we will notify you of the decision by the end of the next business day following receipt of the required information.

The urgent appeal process applies only to pre-service requests.

# HEALTH PLAN NOTICES OF PRIVACY PRACTICES

## MEDICAL INFORMATION PRIVACY NOTICE

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

Effective January 1, 2017

We<sup>2</sup> are required by law to protect the privacy of your health information. We are also required to send you this notice, which explains how we may use information about you and when we can give out or "disclose" that information to others. You also have rights regarding your health information that are described in this notice. We are required by law to abide by the terms of this notice.

The terms "information" or "health information" in this notice include any information we maintain that reasonably can be used to identify you and that relates to your physical or mental health condition, the provision of health care to you, or the payment for such health care. We will comply with the requirements of applicable privacy laws related to notifying you in the event of a breach of your health information.

We have the right to change our privacy practices and the terms of this notice. If we make a material change to our privacy practices, we will provide to you, in our next annual distribution, either a revised notice or information about the material change and how to obtain a revised notice. We will provide you with this information either by direct mail or electronically, in accordance with applicable law. In all cases, if we maintain a website for your particular health plan, we will post the revised notice on your health plan website, such as [www.myuhc.com](http://www.myuhc.com). We reserve the right to make any revised or changed notice effective for information we already have and for information that we receive in the future.

UnitedHealth Group collects and maintains oral, written and electronic information to administer our business and to provide products, services and information of importance to our enrollees. We maintain physical, electronic and procedural security safeguards in the handling and maintenance of our enrollees' information, in accordance with applicable state and federal standards, to protect against risks such as loss, destruction or misuse.

### How We Use or Disclose Information

**We must** use and disclose your health information to provide that information:

- To you or someone who has the legal right to act for you (your personal representative) in order to administer your rights as described in this notice; and
- To the *Secretary of the Department of Health and Human Services*, if necessary, to make sure your privacy is protected.

**We have the right to** use and disclose health information for your treatment, to pay for your health care and to operate our business. For example, we may use or disclose your health information:

- **For Payment** of premiums due us, to determine your coverage, and to process claims for health care services you receive, including for subrogation or coordination of other benefits you may have. For example, we may tell a doctor whether you are eligible for coverage and what percentage of the bill may be covered.
- **For Treatment.** We may use or disclose health information to aid in your treatment or the coordination of your care. For example, we may disclose information to your physicians or hospitals to help them provide medical care to you.

- **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, we might talk to your physician to suggest a disease management or wellness program that could help improve your health or we may analyze data to determine how we can improve our services.
- **To Provide You Information on Health Related Programs or Products** such as alternative medical treatments and programs or about health-related products and services, subject to limits imposed by law.
- **For Plan Sponsors.** If your coverage is through an employer sponsored group health plan, we may share summary health information and enrollment and disenrollment information with the plan sponsor. In addition, we may share other health information with the plan sponsor for plan administration purposes if the plan sponsor agrees to special restrictions on its use and disclosure of the information in accordance with federal law.
- **For Underwriting Purposes.** We may use or disclose your health information for underwriting purposes; however, we will not use or disclose your genetic information for such purposes.
- **For Reminders.** We may use or disclose health information to send you reminders about your benefits or care, such as appointment reminders with providers who provide medical care to you.

**We may** use or disclose your health information for the following purposes under limited circumstances:

- **As Required by Law.** We may disclose information when required to do so by law.
- **To Persons Involved With Your Care.** We may use or disclose your health information to a person involved in your care or who helps pay for your care, such as a family member, when you are incapacitated or in an emergency, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interests. Special rules apply regarding when we may disclose health information to family members and others involved in a deceased individual's care. We may disclose health information to any persons involved, prior to the death, in the care or payment for care of a deceased individual, unless we are aware that doing so would be inconsistent with a preference previously expressed by the deceased.
- **For Public Health Activities** such as reporting or preventing disease outbreaks to a public health authority.
- **For Reporting Victims of Abuse, Neglect or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social service or protective service agency.
- **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits and fraud and abuse investigations.
- **For Judicial or Administrative Proceedings** such as in response to a court order, search warrant or subpoena.
- **For Law Enforcement Purposes.** We may disclose your health information to a law enforcement official for purposes such as providing limited information to locate a missing person or report a crime.
- **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public, by, for example, disclosing information to public health agencies or law enforcement authorities, or in the event of an emergency or natural disaster.
- **For Specialized Government Functions** such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.

- **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers compensation laws that govern job-related injuries or illness.
- **For Research Purposes** such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets federal privacy law requirements.
- **To Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.
- **For Organ Procurement Purposes.** We may use or disclose information to entities that handle procurement, banking or transplantation of organs, eyes or tissue to facilitate donation and transplantation.
- **To Correctional Institutions or Law Enforcement Officials** if you are an inmate of a correctional institution or under the custody of a law enforcement official, but only if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.
- **To Business Associates** that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. Our business associates are required, under contract with us, and pursuant to federal law, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract and as permitted by federal law.
- **Additional Restrictions on Use and Disclosure.** Certain federal and state laws may require special privacy protections that restrict the use and disclosure of certain health information, including highly confidential information about you. "Highly confidential information" may include confidential information under Federal laws governing alcohol and drug abuse information and genetic information as well as state laws that often protect the following types of information:
  1. HIV/AIDS;
  2. Mental health;
  3. Genetic tests;
  4. Alcohol and drug abuse;
  5. Sexually transmitted diseases and reproductive health information; and
  6. Child or adult abuse or neglect, including sexual assault.

If a use or disclosure of health information described above in this notice is prohibited or materially limited by other laws that apply to us, it is our intent to meet the requirements of the more stringent law. Attached to this notice is a "Federal and State Amendments" document.

Except for uses and disclosures described and limited as set forth in this notice, we will use and disclose your health information only with a written authorization from you. This includes, except for limited circumstances allowed by federal privacy law, not using or disclosing psychotherapy notes about you, selling your health information to others, or using or disclosing your health information for certain promotional communications that are prohibited marketing communications under federal law, without your written authorization. Once you give us authorization to release your health information, we cannot guarantee that the recipient to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at any time in writing, except if we have already acted based on your authorization. To find out where to mail your written authorization and how to revoke an authorization, contact the phone number listed on your health plan ID card.

## What Are Your Rights

The following are your rights with respect to your health information:

- **You have the right to ask to restrict** uses or disclosures of your information for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. We may also have policies on dependent access that authorize your dependents to request certain restrictions. **Please note that while we will try to honor your request and will permit requests consistent with our policies, we are not required to agree to any restriction.**
- **You have the right to ask to receive confidential communications** of information in a different manner or at a different place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where a disclosure of all or part of your health information otherwise could endanger you. In certain circumstances, we will accept your verbal request to receive confidential communications, however; we may also require you confirm your request in writing. In addition, any requests to modify or cancel a previous confidential communication request must be made in writing. Mail your request to the address listed below.
- **You have the right to see and obtain a copy** of certain health information we maintain about you such as claims and case or medical management records. If we maintain your health information electronically, you will have the right to request that we send a copy of your health information in an electronic format to you. You can also request that we provide a copy of your information to a third party that you identify. In some cases, you may receive a summary of this health information. You must make a written request to inspect and copy your health information or have your information sent to a third party. Mail your request to the address listed below. In certain limited circumstances, we may deny your request to inspect and copy your health information. If we deny your request, you may have the right to have the denial reviewed. We may charge a reasonable fee for any copies.
- **You have the right to ask to amend** certain health information we maintain about you such as claims and case or medical management records, if you believe the health information about you is wrong or incomplete. Your request must be in writing and provide the reasons for the requested amendment. Mail your request to the address listed below. If we deny your request, you may have a statement of your disagreement added to your health information.
- **You have the right to receive an accounting** of certain disclosures of your information made by us during the six years prior to your request. This accounting will not include disclosures of information made: (i) for treatment, payment, and health care operations purposes; (ii) to you or pursuant to your authorization; and (iii) to correctional institutions or law enforcement officials; and (iv) other disclosures for which federal law does not require us to provide an accounting.
- **You have the right to a paper copy of this notice.** You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You also may obtain a copy of this notice on your health plan website, such as [www.myuhc.com](http://www.myuhc.com).

## Exercising Your Rights

- **Contacting your Dental Plan.** If you have any questions about this notice or want information about exercising your rights, please call the toll-free member phone number on your dental ID card or you may contact a *UnitedHealth Group Customer Call Center* Representative at 1-800-445-9090, or TTY 711.
- **Submitting a Written Request.** You can mail your written requests to exercise any of your rights, including modifying or cancelling a confidential communication, requesting copies of your records, or requesting amendments to your record, to us at the following address:

UnitedHealthcare  
Dental HIPAA - Privacy Unit  
PO Box 30978  
Salt Lake City, UT 84130

- **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us at the address listed above.

**You may also notify the Secretary of the U.S. Department of Health and Human Services of your complaint.** We will not take any action against you for filing a complaint.

<sup>2</sup>*This Medical Information Notice of Privacy Practices applies to the following health plans that are affiliated with UnitedHealth Group: ACN Group of California, Inc.; All Savers Insurance Company; All Savers Life Insurance Company of California; AmeriChoice of Connecticut, Inc.; AmeriChoice of New Jersey, Inc.; Arizona Physicians IPA, Inc.; Care Improvement Plus of Texas Insurance Company; Care Improvement Plus South Central Insurance Company; Care Improvement Plus Wisconsin Insurance Company; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Golden Rule Insurance Company; Health Plan of Nevada, Inc.; MAMSI Life and Health Insurance Company; MD - Individual Practice Association, Inc.; Medical Health Plans of Florida, Inc.; Medica HealthCare Plans, Inc.; National Pacific Dental, Inc.; Neighborhood Health Partnership, Inc.; Nevada Pacific Dental; Optimum Choice, Inc.; Optum Insurance Company of Ohio, Inc.; Oxford Health Insurance, Inc.; Oxford Health Plans (CT), Inc.; Oxford Health Plans (NJ), Inc.; Oxford Health Plans (NY), Inc.; PacifiCare Life and Health Insurance Company; PacifiCare Life Assurance Company; PacifiCare of Arizona, Inc.; PacifiCare of Colorado, Inc.; PacifiCare of Nevada, Inc.; Physicians Health Choice of Texas, LLC; Preferred Care Partners, Inc.; Sierra Health and Life Insurance Company, Inc.; UHC of California; U.S. Behavioral Health Plan, California; Unimerica Insurance Company; Unimerica Life Insurance Company of New York; Unison Health Plan of Delaware, Inc.; Unison Health Plan of the Capital Area, Inc.; UnitedHealthcare Benefits of Texas, Inc.; UnitedHealthcare Community Plan of Georgia, Inc.; UnitedHealthcare Community Plan of Ohio, Inc.; UnitedHealthcare Community Plan, Inc.; UnitedHealthcare Community Plan of Texas, L.L.C.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of the River Valley; UnitedHealthcare Life Insurance Company; UnitedHealthcare of Alabama, Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Mexico, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Oklahoma, Inc.; UnitedHealthcare of Oregon, Inc.; UnitedHealthcare of Pennsylvania, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah, Inc.; UnitedHealthcare of Washington, Inc.; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Plan of the River Valley, Inc.*

# FINANCIAL INFORMATION PRIVACY NOTICE

**THIS NOTICE DESCRIBES HOW FINANCIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED.**

**PLEASE REVIEW IT CAREFULLY.**

*Effective January 1, 2017*

We<sup>3</sup> are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, "personal financial information" means information, about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

## **Information We Collect**

Depending upon the product or service you have with us, we may collect personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, age, medical information and *Social Security* number;
- Information about your transactions with us, our affiliates or others, such as premium payment and claims history; and
- Information from a consumer reporting agency.

## **Disclosure of Information**

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law. For example, in the course of our general business practices, we may, as permitted by law, disclose any of the personal financial information that we collect about you without your authorization, to the following types of institutions:

- To our corporate affiliates, which include financial service providers, such as other insurers, and non-financial companies, such as data processors:
- To nonaffiliated companies for our everyday business purposes, such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations; and
- To nonaffiliated companies that perform services for us, including sending promotional communications on our behalf.

## **Confidentiality and Security**

We maintain physical, electronic and procedural safeguards in accordance with applicable state and federal standards to protect your personal financial information against risks such as loss, destruction or misuse. These measures include computer safeguards, secured files and buildings, and restrictions on who may access your personal financial information.

## **Questions about this Notice**

If you have any questions about this notice, please call the toll-free member phone number on your health plan ID card or contact the *UnitedHealth Group Customer Call Center* at 1-866-633-2446 or TTY 711.

<sup>3</sup>*For purposes of this Financial Information Privacy Notice, "we" or "us" refers to the entities listed in footnote 2, beginning on the first page of the Health Plan Notices of Privacy Practices, plus the following UnitedHealthcare affiliates: Alere Women's and Children's Health, LLC; AmeriChoice Health Services,*

*Inc.; Connexions HCI, LLC; LifePrint East, Inc.; Life Print Health, Inc.; Dental Benefit Providers, Inc.; gethealthinsurance.com Agency, Inc.; Golden Outlook, Inc.; HealthAllies, Inc.; MAMSI Insurance Resources, LLC; Managed Physical Network, Inc.; OneNet PPO, LLC; OptumHealth Care Solutions, Inc.; OrthoNet, LLC; OrthoNet of the Mid-Atlantic, Inc.; OrthoNet West, LLC; OrthoNet of the South, Inc.; Oxford Benefit Management, Inc.; Oxford Health Plans LLC; Spectera, Inc.; UMR, Inc.; Unison Administrative Services, LLC; United Behavioral Health; United Behavioral Health of New York I.P.A., Inc.; United HealthCare Services, Inc.; UnitedHealth Advisors, LLC; UnitedHealthcare Service LLC; UnitedHealthcare Services Company of the River Valley, Inc. This Financial Information Privacy Notice only applies where required by law. Specifically, it does not apply to (1) health care insurance products offered in Nevada by Health Plan of Nevada, Inc. and Sierra Health and Life Insurance Company, Inc.; or (2) other UnitedHealth Group health plans in states that provide exceptions for HIPAA covered entities or health insurance products.*

# UNITED HEALTH GROUP

## HEALTH PLAN NOTICE OF PRIVACY PRACTICES: FEDERAL AND STATE AMENDMENTS

Revised: January 1, 2017

The first part of this Notice, which provides our privacy practices for Medical Information, describes how we may use and disclose your health information under federal privacy rules. There are other laws that may limit our rights to use and disclose your health information beyond what we are allowed to do under the federal privacy rules. The purpose of the charts below is to:

1. show the categories of health information that are subject to these more restrictive laws; and
2. give you a general summary of when we can use and disclose your health information without your consent.

If your written consent is required under the more restrictive laws, the consent must meet the particular rules of the applicable federal or state law.

### Summary of Federal Laws

<b>Alcohol &amp; Drug Abuse Information</b>	
We are allowed to use and disclose alcohol and drug abuse information that is protected by federal law only (1) in certain limited circumstances, and/or disclose only (2) to specific recipients.	
<b>Genetic Information</b>	
We are not allowed to use genetic information for underwriting purposes.	

### Summary of State Laws

<b>General Health Information</b>	
We are allowed to disclose general health information only (1) under certain limited circumstances, and /or (2) to specific recipients.	AR, CA, DE, NE, NY, PR, RI, VT, WA, WI
HMOs must give enrollees an opportunity to approve or refuse disclosures, subject to certain exceptions.	KY
You may be able to restrict certain electronic disclosures of such health information.	NC, NV
We are not allowed to use health information for certain purposes.	CA, IA
We will not use and/or disclose information regarding certain public assistance programs except for certain purposes.	KY, MO, NJ, SD
We must comply with additional restrictions prior to using or disclosing your health information for certain purposes.	KS
<b>Prescriptions</b>	

We are allowed to disclose prescription-related information only (1) under certain limited circumstances, and /or (2) to specific recipients.	ID, NH, NV
<b>Communicable Diseases</b>	
We are allowed to disclose communicable disease information only (1) under certain limited circumstances, and /or (2) to specific recipients.	AZ, IN, KS, MI, NV, OK
<b>Sexually Transmitted Diseases and Reproductive Health</b>	
We are allowed to disclose sexually transmitted disease and/or reproductive health information only (1) under certain limited circumstances and/or (2) to specific recipients.	CA, FL, IN, KS, MI, MT, NJ, NV, PR, WA, WY
<b>Alcohol and Drug Abuse</b>	
We are allowed to use and disclose alcohol and drug abuse information (1) under certain limited circumstances, and/or disclose only (2) to specific recipients.	AR, CT, GA, KY, IL, IN, IA, LA, MN, NC, NH, OH, WA, WI
Disclosures of alcohol and drug abuse information may be restricted by the individual who is the subject of the information.	WA
<b>Genetic Information</b>	
We are not allowed to disclose genetic information without your written consent.	CA, CO, KS, KY, LA, NY, RI, TN, WY
We are allowed to disclose genetic information only (1) under certain limited circumstances and/or (2) to specific recipients.	AK, AZ, FL, GA, IA, MD, ME, MA, MO, NJ, NV, NH, NM, OR, RI, TX, UT, VT
Restrictions apply to (1) the use, and/or (2) the retention of genetic information.	FL, GA, IA, LA, MD, NM, OH, UT, VA, VT
<b>HIV / AIDS</b>	
We are allowed to disclose HIV/AIDS-related information only (1) under certain limited circumstances and/or (2) to specific recipients.	AZ, AR, CA, CT, DE, FL, GA, IA, IL, IN, KS, KY, ME, MI, MO, MT, NH, NM, NV, NY, NC, OR, PA, PR, RI, TX, VT, WA, WV, WI, WY
Certain restrictions apply to oral disclosures of HIV/AIDS-related information.	CT, FL
We will collect certain HIV/AIDS-related information only with your written consent.	OR
<b>Mental Health</b>	
We are allowed to disclose mental health information only (1) under certain limited circumstances and/or (2) to specific recipients.	CA, CT, DC, IA, IL, IN, KY, MA, MI, NC, NM, PR, TN, WA, WI
Disclosures may be restricted by the individual	WA

who is the subject of the information.	
Certain restrictions apply to oral disclosures of mental health information.	CT
Certain restrictions apply to the use of mental health information.	ME
<b>Child or Adult Abuse</b>	
We are allowed to use and disclose child and/or adult abuse information only (1) under certain limited circumstances, and/or disclose only (2) to specific recipients.	AL, CO, IL, LA, MD, NE, NJ, NM, NY, RI, TN, TX, UT, WI

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# Statement of Employee Retirement Income Security Act of 1974 (ERISA) 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)*.

## Receive Information about Your Plan and Benefits

You are entitled to 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*.

You are entitled to obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated *Summary Plan Description*. The Plan Administrator may make a reasonable charge for the copies.

## Continue Group Health Plan Coverage

You are entitled to continue health care coverage for yourself, 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. The Plan Sponsor is responsible for providing you notice of your *Consolidated Omnibus Budget Reconciliation Act (COBRA)* continuation rights. Review the *Summary Plan Description* and the documents governing the plan on the rules governing your *COBRA* continuation coverage rights.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, *ERISA* imposes duties upon the people who are 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*.

## Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, 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. Under *ERISA*, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents 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 Plan 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 publication hotline of the *Employee Benefits Security Administration*.

## ERISA Statement

If the Enrolling Group is subject to *ERISA*, the following information applies to you.

### Summary Plan Description

**Name of Plan:** Daryl Thomason Trucking Inc. Welfare Benefit Plan

**Name, Address and Telephone Number of Plan Sponsor and Named Fiduciary:**

Daryl Thomason Trucking Inc.  
465 W. State HWY 3  
Broken Bow, OK 74728  
(580) 584-2895

The Plan Sponsor retains all fiduciary responsibilities with respect to the Plan, except to the extent the Plan Sponsor has delegated or allocated to other persons or entities one or more fiduciary responsibilities with respect to the Plan.

**Claims Fiduciary:** UnitedHealthcare Insurance Company ("UnitedHealthcare," refer to your Certificate of Coverage for details on the legal entity that provides your coverage) is your Plan's Claims Fiduciary and has been delegated this responsibility by your Plan Sponsor. Your Claims Fiduciary has the authority to require eligible individuals to furnish it with information necessary for the proper administration of your Plan.

**Employer Identification Number (EIN):** 73-1051824

**Plan Number:** 501

**Plan Year:** March 1 through February 28

**Type of Plan:** Health care coverage plan

**Name, Business Address, and Business Telephone Number of Plan Administrator:**

Daryl Thomason Trucking Inc.  
465 W. State HWY 3  
Broken Bow, OK 74728  
(580) 584-2895

**Type of Administration of the Plan:** Your Plan is fully insured. Benefits are provided under a group insurance contract entered into between your Plan Sponsor and UnitedHealthcare. Claims for benefits are sent to UnitedHealthcare. Your employer and UnitedHealthcare share responsibility for administering the plan.

UnitedHealthcare  
185 Asylum Street  
Hartford, CT 06103-0450  
860-702-5000

**Person designated as Agent for Service of Legal Process:** Plan Administrator

**Discretionary Authority of Plan Administrator and Other Plan Fiduciaries:** The Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given deference and be legally binding on all parties and subject to review by a legal authority only to the extent the decision was arbitrary and capricious.

**Source of Contributions and Funding under the Plan:** There are no contributions to the Plan. Any required employee contributions are used to partially reimburse the Plan Sponsor for Premiums under the Plan. Benefits under the Plan are funded by the payment of Premium required by the group Policy.

**Method of Calculating the Amount of Contribution:** Employee-required contributions to the Plan Sponsor are the employee's share of costs as determined by Plan Sponsor. From time to time, the Plan Sponsor will determine the required employee contributions for reimbursement to the Plan Sponsor and distribute a schedule of such required contributions to employees.

**Qualified Medical Child Support Orders:** The Plan's procedures for handling qualified medical child support orders are available without charge upon request to the Plan Administrator.

**Amendment or Termination of the Plan:** Your employer, as the Plan Sponsor, has the right to amend or terminate this Plan at any time. Note that the insurance contract, which is how benefits under the Plan are provided, is not necessarily the same as the Plan. As a result, termination of the insurance contract does not necessarily terminate the Plan.







