# United Concordia

# UNITED CONCORDIA DENTAL CORPORATION OF ALABAMA

4401 Deer Path Road Harrisburg, PA 17110

Dental Plan
Certificate of Insurance

**Network Plan** 

Cerro Wire LLC 920558000, 920558099 January 1, 2017

Notice to Florida residents: The benefits of the policy providing your coverage are governed by a state other than Florida.

As a Member, you have the right to complain to the Alabama Board of Dental Examiners about a dentist's conduct pursuant to the recognized standards promulgated to regulate the ethical and professional conduct of dentists in the state of Alabama.

Members also have the right to retain, <u>at his/her own expense</u>, any dentist authorized to practice dentistry in Alabama.

# **CERTIFICATE OF INSURANCE**

# **INTRODUCTION**

This Certificate of Insurance provides information about Your dental coverage. Read it carefully and keep it in a safe place with Your other valuable documents. Review it to become familiar with Your benefits and when You have a specific question regarding Your coverage.

To offer these benefits, Your Group has entered into a Group Policy of insurance with United Concordia. The benefits are available to You as long as the Premium is paid and obligations under the Group Policy are satisfied. In the event of conflict between this Certificate and the Group Policy, the Group Policy will rule. This Certificate is not a summary plan description under the Employee Retirement Income Security Act (ERISA).

If You have any questions about Your coverage or benefits, please call our Customer Service Department toll-free at:

800-332-0366

For general information, Participating Dentist or benefit information, You may also log on to our website at:

www.unitedconcordia.com

Claim forms should be sent to:

United Concordia Companies, Inc.
Dental Claims
PO Box 69421
Harrisburg, PA 17106-9421

# **TABLE OF CONTENTS**

DEFINITIONS	3
ELIGIBILITY AND ENROLLMENT	
How The Dental Plan Works	8
Benefits	8
Termination	11
CONTINUATION OF COVERAGE	11
GENERAL PROVISIONS	
Definitions	
ELIGIBILITY AND ENROLLMENT	5
HOW THE DENTAL PLAN WORKS	
BENEFITS	7
Termination	11
CONTINUATION OF COVERAGE	11
GENERAL PROVISIONS	11

# Attached:

Appeal Procedure Addendum State Law Provisions Addendum Schedule of Benefits Schedule of Exclusions and Limitations

## **DEFINITIONS**

Certain terms used throughout this Certificate begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your benefits and the way the dental Plan works.

**Annual Maximum(s) -** The greatest amount the Company is obligated to pay for all Covered Services rendered during a calendar year or Contract Year as shown on the Schedule of Benefits.

**Authorized Entity** – A Health Insurance Marketplace or other entity authorized by law or regulation through which individuals and groups can purchase insurance to meet the requirements of the federal Affordable Care Act.

**Certificate Holder(s)** - An individual who, because of his/her status with the Policyholder, has enrolled him/herself and/or his/her eligible Dependents for dental coverage and for whom Premiums are paid. In the case of a Group Policy that covers only dependent children, the Certificate Holder must be the child's or children's parent, stepparent, legal guardian, or legal custodian.

**Certificate of Insurance ("Certificate")** - This document, including riders, schedules, addenda and/or endorsements, if any, which describes the coverage purchased from the Company by the Policyholder.

**Coinsurance** - Those remaining percentages or dollar amounts of the Maximum Allowable Charge for a Covered Service that are the responsibility of either the Certificate Holder or his/her enrolled Dependents after the Company pays the percentages or dollar amounts shown on the Schedule of Benefits for a Covered Service.

**Company** - United Concordia, the insurer.

**Contract Year-** The period of twelve (12) months beginning on the Group Policy's Effective Date or the anniversary of the Group Policy's Effective Date and ending on the day before the Renewal Date.

**Coordination of Benefits ("COB")** - A method of determining benefits for Covered Services when the Member is covered under more than one plan. This method prevents duplication of payment so that no more than the incurred expense is paid.

**Cosmetic** - Services or procedures that are not Dentally Necessary and are primarily intended to improve or otherwise modify the Member's appearance.

**Covered Service(s)** - Services or procedures shown on the Schedule of Benefits for which benefits will be covered subject to the Schedule of Exclusions and Limitations, when rendered by a Dentist.

**Deductible(s)** - A specified amount of expenses set forth in the Schedule of Benefits for Covered Services that must be paid by the Member before the Company will pay any benefit.

**Dentally Necessary** - A dental service or procedure is determined by a Dentist to either establish or maintain a patient's dental health based on the professional diagnostic judgment of the Dentist and the prevailing standards of care in the professional community. The determination will be made by the Dentist in accordance with guidelines established by the Company. When there is a conflict of opinion between the Dentist and the Company on whether or not a dental service or procedure is Dentally Necessary, the opinion of the Company will be final.

**Dentist(s)** – A person licensed to practice dentistry in the state in which dental services are provided. Dentist will include any other duly licensed dental professional practicing under the scope of the individual's license when state law requires independent reimbursement of such practitioners.

**Dependent(s)** – Those individuals eligible to enroll for coverage under the Group Policy because of their relationship to the Certificate Holder.

- The Certificate Holder's Spouse or domestic partner as defined by the Policyholder and/or any applicable state law; and
- 2. Any natural child, stepchild, adopted child or child placed with the Certificate Holder or the Certificate Holder's Spouse, or domestic partner by order of a court or administrative agency:
  - (a) until the end of the month that the child reaches age 26; or
  - (b) until the end of the month that the child reaches age 26 if he/she is a full-time student at an accredited educational institution and is chiefly reliant upon the Certificate Holder for maintenance and support; or
  - (c) to any age if the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

Effective Date - The date on which the Group Policy begins or coverage of enrolled Members begins.

**Exclusion(s)** – Services, supplies or charges that are not covered under the Group Policy as stated in the Schedule of Exclusions and Limitations.

**Experimental or Investigative** - The use of any treatment, procedure, facility, equipment, drug, or drug usage device or supply which the Company, determines is not acceptable standard dental treatment of the condition being treated, or any such items requiring federal or other governmental agency approval which was not granted at the time the services were rendered. The Company will rely on the advice of the general dental community including, but not limited to dental consultants, dental journals and/or governmental regulations, to make this determination.

**Family Policy** – A Group Policy that covers the Policyholder's Certificate Holders and may also cover eligible Dependents, as defined in this Certificate. A Group Policy that covers only Certificate Holders' children is not a Family Policy.

**Grace Period** - A period of no less than thirty-one (31) days after Premium payment is due under the Group Policy, in which the Policyholder may make such payment and during which the protection of the Group Policy continues, subject to payment of Premium by the end of the Grace Period.

**Group Policy** - The agreement between the Company and the Policyholder, under which the Certificate Holder is eligible to enroll him/herself and/or his/her Dependents.

**Lifetime Maximum(s)** - The greatest amount the Company is obligated to pay for all Covered Services rendered during the entire time the Member is enrolled under the Group Policy, as shown on the Schedule of Benefits.

**Limitation(s) -** The maximum frequency or age limit applied to a Covered Service set forth in the Schedule of Exclusions and Limitations.

**Maximum Allowable Charge** - The maximum amount the Plan will allow for a specific Covered Service. Maximum Allowable Charges may vary depending upon the contract between Us and the particular Participating Dentist rendering the service. Depending upon the Plan purchased by the Policyholder, Maximum Allowable Charges for Covered Services rendered by Non-Participating Dentists may be the same or higher than such charges for Covered Services rendered by Participating Dentists in order to help limit Out-of-Pocket Expenses of Members choosing Non-Participating Dentists.

**Member(s)** – Enrolled Certificate Holder(s) and their enrolled Dependent(s). Also referred to as "You" or "Your" or "Yourself".

**Non-Participating Dentist** - A Dentist who has not signed a contract with Us to accept the Company's Maximum Allowable Charges as payment in full for Covered Services.

**Out-of-Pocket Expense(s)** – Costs not paid by Us, including but not limited to Coinsurance, Deductibles, amounts billed by Non-Participating Dentists that are over the Maximum Allowable Charge, costs of services that exceed the Policy's Limitations or Maximums, or for services that are Exclusions. The Certificate Holder is responsible to pay for Out-of-Pocket Expenses.

**Out-of-Pocket Maximum** – The limit on the Deductibles and Coinsurance for Covered Services provided by Participating Dentists that the Certificate Holder is required to pay in a calendar year or Contract Year, as shown on the Schedule of Benefits. After this limit is reached, Covered Services from Participating Dentists are paid 100% by Us for the remainder of the calendar year or Contract Year unless subject to the Schedule of Exclusions and Limitations.

Participating Dentist - A Dentist who has executed a Participating Dentist Agreement with Us, under which he/she agrees to accept the Company's Maximum Allowable Charges as payment in full for Covered Services. Participating Dentists may also agree to limit their charges for any other services delivered to Members.

**Plan** - Dental benefits pursuant to this Certificate and attached Schedule of Exclusions and Limitations and Schedule of Benefits.

Policyholder - Organization that executes the Group Policy. Also referred to as "Your Group".

**Premium** - Payment made by the Policyholder in exchange for coverage of the Policyholder's Members under this Group Policy.

Renewal Date - The date on which the Group Policy renews. Also known as "Anniversary Date".

**Schedule of Benefits** - Attached summary of Covered Services, Coinsurances, Deductibles, Waiting Periods and maximums applicable to benefits payable under the Plan.

**Schedule of Exclusions and Limitations –** Attached list of Exclusions and Limitations applicable to benefits, services, supplies or charges under the Plan.

**Special Enrollment Period** – The period of time outside Your Group's open enrollment period during which eligible individuals who experience certain qualifying events may enroll as Certificate Holders or Dependents in this Group Policy.

**Spouse** – The Certificate Holder's partner by marriage or by any union between two adults that is recognized by law in the state where this Group Policy is issued.

**State Law Provisions Addendum** – Attached document, if any, containing state law requirements that modify, delete, and/or add provisions to the Certificate of Insurance.

**Termination Date** - The date on which the dental coverage ends for a Member or on which the Group Policy ends.

**Waiting Period(s)** - A period of time a Member must be enrolled under the Group Policy before benefits will be paid for certain Covered Services as shown on the attached Schedule of Benefits.

**We, Our or Us** - The Company, its affiliate or an organization with which it contracts for a provider network and/or to perform certain functions to administer this Policy.

# **ELIGIBILITY AND ENROLLMENT -- WHEN COVERAGE BEGINS**

#### **New Enrollment**

In order to be a Member, You must meet the eligibility requirements of Your Group and this Group Policy. If You are enrolling through an Authorized Entity, You must meet any additional eligibility requirements of that Authorized Entity and supply enrollment information to it. We must receive enrollment information for the Certificate Holder, enrolled Dependents, and Policyholder. Provided that We receive applicable Premium, coverage will begin on the date specified in the enrollment information We receive. Your Group will inform Certificate Holders of its eligibility requirements.

If You have already satisfied all eligibility requirements on the Group Policy Effective Date and Your enrollment information and applicable Premium are supplied to Us, Your coverage will begin on the Group Policy Effective Date.

If You are not eligible to be a Member on the Group Policy Effective Date, You must supply the required enrollment information on Yourself and any eligible Dependents, as specified in the Definitions section, within thirty-one (31) days of the date You meet all applicable eligibility requirements.

Coverage for Members enrolling after the Group Policy Effective Date will begin on the date specified in the enrollment information supplied to Us provided Premium is paid.

The Company is not liable to pay benefits for any services started prior to a Member's Effective Date of coverage. Multi-visit procedures are considered "started" when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. Procedures started prior to the Member's Effective Date are the liability of the Member or a prior insurance carrier.

# **Special Enrollment Periods - Enrollment Changes**

After Your Effective Date, You can change Your enrollment during Your Group's open enrollment period. There are also Special Enrollment Periods when the Certificate Holder may add or remove Dependents. These Special Enrollment Period life change events include:

- birth of a child;
- adoption of a child;
- · court order of placement or custody of a child;
- change in student status for a child;
- loss of other coverage;
- marriage or other lawful union between two adults;
- domestic partnership.

If You enrolled through Your Group, to enroll a new Dependent as a result of one of these events, You must supply the required enrollment change information within the Special Enrollment Period that is thirty-one (31) days from the date of the life change event. The Dependent must meet the definition of Dependent applicable to this Group Policy.

If You enrolled through an Authorized Entity, there are additional life change events that may permit You to add or remove Dependents or change Plans. In addition to the life change events noted above, the additional Special Enrollment Period events that apply to participation through an Authorized Entity include changes in:

- state of residence;
- incarceration status;
- citizenship, status as a national or lawful presence;
- income, except when You did not request from the Authorized Entity an eligibility determination for insurance affordability programs.

The Special Enrollment Period during which You must supply the required enrollment change information to the Authorized Entity is thirty (30) days from the date of the life change event. The Dependent must meet the definition of Dependent applicable to this Group Policy.

Except for newly born or adoptive children, coverage for the new Dependent will begin on the date specified in the enrollment information provided to Us or on the date dictated by the Authorized Entity, as long as the Premium is paid.

Newly born children of a Member will be considered enrolled from the moment of birth. Adoptive children will be considered enrolled from the date of adoption or placement, except for those adopted or placed within thirty-one (31) days of birth who will be considered enrolled Dependents from the moment of birth. In order for coverage of newly born or adoptive children to continue beyond the first thirty-one (31) day

period, the child's enrollment information must be provided to Us and the required Premium must be paid within the thirty-one (31) day period.

For an enrolled Dependent child who is a full-time student, evidence of his/her student status and reliance on You for maintenance and support must be furnished to Us within ninety (90) days after the child attains the limiting age shown in the definition of Dependent. Such evidence will be requested annually thereafter until the Dependent reaches the limiting age for students and his/her coverage ends.

For an enrolled Dependent child who is mentally or physically handicapped, evidence of his/her reliance on You for maintenance and support due to his/her condition must be supplied to Us within thirty (30) days after the child attains the limiting age shown in the definition of Dependent. If the Dependent is a full-time student at an accredited educational institution, the evidence must be provided within thirty (30) days after the Dependent attains the limiting age for students. Such evidence will be requested thereafter based on information provided by the Member's physician, but no more frequently than annually.

Dependent coverage may only be terminated when certain life change events occur including death, divorce or dissolution of the union or domestic partnership, reaching the limiting age or during open enrollment periods.

## **Late Enrollment**

If You or Your Dependents are not enrolled within thirty-one (31) days of initial eligibility or during the Special Enrollment Period specified for a life change event, You or Your Dependents cannot enroll until the next Special Enrollment Period or open enrollment period conducted for Your Group unless otherwise permitted by applicable law or regulation intended to implement the federal Affordable Care Act, or specified in any applicable Late Entrant Rider to the Certificate of Insurance. If You are required by court order to provide coverage for a Dependent child, You will be permitted to enroll the Dependent child without regard to enrollment season restrictions.

#### **HOW THE DENTAL PLAN WORKS**

# **Choice of Provider**

You may choose any licensed Dentist for services. However, Your Out-of-Pocket Expenses will vary depending upon whether or not Your Dentist is in Our network. If You choose a Participating Dentist, You may limit Your Out-of-Pocket Expense. Participating Dentists agree by contract to accept Maximum Allowable Charges as payment in full for Covered Services. Also, if agreed by the provider, Participating Dentists limit their charges for all services delivered to Members, even if the service is not covered for any reason and a benefit is not paid under this Plan. Participating Dentists also complete and send claims directly to Us for processing. To find a Participating Dentist, visit Our website at www.unitedconcordia.com or call Us at the toll-free number in the Introduction section of this Certificate or on Your ID card.

If You use a Non-Participating Dentist, You may have to pay the Dentist at the time of service, complete and submit Your own claims and wait for Us to reimburse You. You will be responsible for the Dentist's full charge which may exceed Our Maximum Allowable Charge and result in higher Out-of-Pocket Expenses.

## **BENEFITS**

## **Covered Services**

Benefits and any applicable Coinsurance, Deductibles, Annual Maximums, Lifetime Maximums, Out-of-Pocket Maximums and Waiting Periods are shown on the attached Schedule of Benefits. Covered Services shown on the Schedule of Benefits must be Dentally Necessary unless otherwise specified in a Rider to this Group Policy and are subject to frequency or age Limitations detailed on the attached Schedule of Exclusions and Limitations.

No benefits will be paid for services, supplies or charges detailed under the Exclusions on the Schedule of Exclusions and Limitations, and no benefits will be paid for services on the Schedule of Benefits with a Coinsurance of zero (0).

### Predetermination

A predetermination is a request for Us to estimate benefits for a dental treatment You have not yet received. Predetermination is not required for any benefits under the Plan. In estimating benefits, We look at patient eligibility, Dental Necessity and the Plan's coverage for the treatment. Payment of benefits for a predetermined service is subject to Your continued eligibility in the Plan. At the time the claim is paid, We may also correct mathematical errors, apply coordination of benefits, and make adjustments to comply with Your current Plan and applicable Annual Maximums, Lifetime Maximums, or Out-of-Pocket Maximums on the date of service.

#### **Payment of Benefits**

If You have treatment performed by a Participating Dentist, We will pay covered benefits directly to the Participating Dentist. Both You and the Dentist will be notified of benefits covered, Our payment and any Out-of-Pocket Expenses. Payment will be based on the Maximum Allowable Charge Your Participating Dentist has contracted to accept. Maximum Allowable Charges may vary depending on the geographical area of the dental office and the contract between Us and the particular Participating Dentist rendering the service.

If You receive treatment from a Non-Participating Dentist, We will send payment for Covered Services to You unless You the claim indicates that payment should be sent directly to Your treating Dentist. This is called assignment of benefits, and it is available for care delivered by Non-Participating Dentists outside of Pennsylvania and West Virginia. You will be notified of the services covered, Our payment and any Out-of-Pocket Expenses. You will be responsible to pay the Dentist any difference between Our payment and the

8

Dentist's full charge for the services. Non-Participating Dentists are not obligated to limit their fees to Our Maximum Allowable Charges.

We are not liable to pay benefits for any services started prior to a Member's Effective Date of coverage. Multi-visit procedures are considered "started" when the teeth are irrevocably altered. For example, for crowns or fixed partial dentures, the procedure is started when the teeth are prepared and impressions are taken. Procedures started prior to the Member's Effective Date are the liability of the Member.

The Company does not disclose claim or eligibility records except as allowed or required by law and then in accordance with federal and state law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

#### **Overpayments**

When We make an overpayment for benefits, We have the right to recover the overpayment either from You or from the person or Dentist to whom it was paid. We will recover the overpayment either by requesting a refund or offsetting the amount overpaid from future claim payments. This recovery will follow any applicable state laws or regulations. The Member must provide any assistance necessary, including furnishing information and signing necessary documents, for the Company to be reimbursed.

# Coordination of Benefits (COB)

If You or Your Dependents are covered by any other dental plan and receive a service covered by this Plan and the other dental plan, benefits will be coordinated. This means that one plan will be primary and determine its benefits before those of the other plan, and without considering the other plan's benefits. The other plan will be secondary and determine its benefits after the primary plan. The secondary plan's benefits may be reduced because of the primary plan's payment. Each plan will provide only that portion of its benefit that is required to cover expenses. This prevents duplicate payments and overpayments. Upon determination of primary or secondary liability, this Plan will determine payment.

- 1. When used in this Coordination of Benefits section, the following words and phrases have the definitions below:
  - A) **Allowable Amount** is the Plan's allowance for items of expense, when the care is covered at least in part by one or more Plans covering the Member for whom the claim is made.
  - B) Claim Determination Period means a benefit year. However, it does not include any part of a year during which a person has no coverage under this Plan.
  - C) Other Dental Plan is any form of coverage which is separate from this Plan with which coordination is allowed. Other Dental Plan will be any of the following which provides dental benefits, or services, for the following: Group insurance or group type coverage, whether insured or uninsured. It also includes coverage other than school accident type coverage (including grammar, high school and college student coverages) for accidents only, including athletic injury, either on a twenty-four (24) hour basis or on a "to and from school basis," or group or group type hospital indemnity benefits of \$100 per day or less.
  - D) **Primary Plan** is the plan which determines its benefits first and without considering the other plan's benefits. A plan that does not include a COB provision may not take the benefits of another plan into account when it determines its benefits.
  - E) **Secondary Plan** is the plan which determines its benefits after those of the other plan (Primary Plan). Benefits may be reduced because of the other plan's (Primary Plan) benefits.
  - F) **Plan** means this document including all schedules and all riders thereto, providing dental care benefits to which this COB provision applies and which may be reduced as a result of the benefits of other dental plans.
- 2. The fair value of services provided by the Company will be considered to be the amount of benefits paid by the Company. The Company will be fully discharged from liability to the extent of such payment under this provision.
- 3. In order to determine which plan is primary, this Plan will use the following rules.
  - A) If the other plan does not have a provision similar to this one, then that plan will be primary.

- B) If both plans have COB provisions, the plan covering the Member as a primary insured is determined before those of the plan which covers the person as a Dependent.
- C) <u>Dependent Child/Parents Not Separated or Divorced</u> -- The rules for the order of benefits for a Dependent child when the parents are not separated or divorced are:
  - 1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year;
  - 2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
  - 3) The word "birthday" refers only to month and day in a calendar year, not the year in which the person was born;
  - 4) If the other plan does not follow the birthday rule, but instead has a rule based upon the gender of the parent; and if, as a result, the plans do not agree on the order of benefits, the rule based upon the gender of the parent will determine the order of benefits.
  - D) <u>Dependent Child/Separated or Divorced Parents</u> -- If two or more plans cover a person as Dependent child of divorced or separated parents, benefits for the child are determined in this order:
    - 1) First, the plan of the parent with custody of the child.
    - 2) Then, the plan of the Spouse of the parent with the custody of the child; and
    - 3) Finally, the plan of the parent not having custody of the child.
    - 4) If the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent will be the Secondary Plan.
    - 5) If the specific terms of the court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the dental care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in Section 3-C) above, titled Dependent Child/Parents Not Separated or Divorced.
  - E) Active/Inactive Member
    - 1) For actively employed Members and their Spouses over the age of sixty-five (65) who are covered by Medicare, the plan will be primary.
    - 2) When one contract is a retirement plan and the other is an active plan, the active plan is primary. When two retirement plans are involved, the one in effect for the longest time is primary. If another contract does not have this rule, then this rule will be ignored.
  - F) If none of these rules apply, then the contract which has continuously covered the Member for a longer period of time will be primary.
  - G) The plan covering an individual as a COBRA continuee will be secondary to a plan covering that individual as a Member or a Dependent.
- 4. <u>Right to Receive and Release Needed Information</u> -- Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Any health information furnished to a third party will be released in accordance with federal law. Each person claiming benefits under This Plan must give any facts needed to pay the claim.
- 5. Facility of Payment -- A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Company may pay the amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan, and the Company will not 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 services prepaid by the Company.
- 6. <u>Right of Recovery</u> -- If the payment made by the Company is more than it should have paid under this COB provision, the Company may recover the excess from one or more of the following: (1) persons it has paid or for whom it has paid; or (2) insurance companies; or (3) other organization. Members are required to assist the Company to implement this section.

#### **Review of a Benefit Determination**

If You are not satisfied with a benefit determination or payment, please contact Our Customer Service Department at the toll-free telephone number in the Introduction section of this Certificate or on Your ID card. If, after speaking with a Customer Service representative, You are still dissatisfied, refer to the Appeal Procedure Addendum attached to this Certificate for further steps You can take regarding Your claim.

# **Value-Added Programs and Services**

From time to time, We offer Members access to various lifestyle, health and/or value-added programs and services. Such offerings are subject to change at any time without notice. Contact Your Group or call Customer Service for eligibility requirements and other information. Eligibility requirements for these programs and services are applied in a uniform, non-discriminatory manner to all Members.

# **TERMINATION -- WHEN COVERAGE ENDS**

A Member's coverage will end:

- · when You no longer meet Your Group's eligibility requirements; or
- when Premium payment ceases for You; or
- when you no longer meet the eligibility requirements for a Dependent, as defined in the Definitions section of this Certificate; or
- when You no longer meet other eligibility requirements imposed by an Authorized Entity; or
- on the termination date specified for You by Authorized Entity.

On the date the Certificate Holder's coverage ends or the Certificate Holder is no longer eligible to enroll his/her Dependents, Dependent coverage will end unless otherwise specified in any applicable addendum or endorsement to this Certificate. If the Group Policy is cancelled, Certificate Holder and Dependent coverage will end on the Group Policy Termination Date.

If the Policyholder fails to pay Premium, coverage will remain in effect during the Grace Period. If the Premium is not received by the end of the Grace Period, the Group Policy will be cancelled and coverage will terminate on the last date for which Premium was paid.

## **Benefits After Coverage Terminates**

We are not liable to pay any benefits for services, including those predetermined, that are started after Your Termination Date or after the Group Policy Termination Date. However, coverage for completion of a dental procedure requiring two (2) or more visits on separate days will be extended for a period of ninety (90) days after the Termination Date in order for the procedure to be finished. The procedure must be started prior to the Termination Date. The procedure is considered "started" when the teeth are irrevocably altered. For example, for crowns or fixed partial dentures, the procedure is started when the teeth are prepared and impressions are taken. For orthodontic treatment, if covered under the Plan, coverage will be extended through the end of the month of the Member's Termination Date. This extension does not apply if the Group Policy terminates for failure to pay Premium.

# **CONTINUATION COVERAGE**

Federal or state law may require that certain employers offer continuation coverage to Members for a period of time upon the Certificate Holder's reduction of work hours or termination of employment for any reason other than gross misconduct. Contact Your Group to find out if this applies to You. Your Group will advise You of Your rights to continuation coverage and the cost. If applicable, You must elect to continue coverage within sixty (60) days from Your qualifying event or from notification of rights by Your Group, whichever is later. Dependents may have separate election rights, or You may elect to continue coverage for them. You must pay the required premium for continuation coverage directly to Your Group. The Company is not responsible for determining who is eligible for continuation coverage.

11

# **GENERAL PROVISIONS**

The failure of any section or subsection of this Certificate shall not affect the validity, legality and enforceability of the remaining sections.

Except as otherwise herein provided, this Certificate may be amended, changed or modified only in writing and thereafter attached hereto as part of this Certificate.

The Company may assign this Certificate and its rights and obligations hereunder to any entity under common control with the Company.

This Certificate will be construed for all purposes as a legal document and will be interpreted and enforced in accordance with pertinent laws and regulations of the state indicated on the State Law Provisions Addendum.

# ADDENDUM TO CERTIFICATE

# **APPEAL PROCEDURE**

This Addendum is effective on the Effective Date stated in the Group Policy. It is attached to and made part of the Certificate.

If You are dissatisfied with Our benefit determination on a claim, You or Your Authorized Representative may appeal Our decision by following the steps outlined in this procedure. We will resolve Your appeal in a thorough, appropriate, and timely manner to ensure that You are afforded a full and fair review of claims for benefits. Benefit determinations will be made in accordance with the Plan documents and consistently among claimants. You or Your Authorized Representative may submit written comments, documents, records and other information relating to claims or appeals. We will provide a review that takes into account all information submitted whether or not it was considered with its first determination on the claim. Any notifications by Us required under these procedures will be supplied to You or Your Authorized Representative.

# **DEFINITIONS**

The following terms when used in this document have the meanings shown below.

"Adverse Benefit Determination" is a denial, reduction, or termination of or failure to make payment (in whole or in part) for a Claim for Benefits based on a determination of eligibility to participate in a plan or the application of any utilization review; or a determination that an item or service otherwise covered is Experimental or Investigational, not Dentally Necessary, not Medically Necessary or not appropriate.

"<u>Authorized Representative</u>" is a person granted authority by You and the Company to act on Your behalf regarding a Claim for Benefits or an appeal of an Adverse Benefit Determination. An assignment of benefits is not a grant of authority to act on Your behalf in pursuing and appealing a benefit determination.

"Claim for Benefits" is a request for a plan benefit or benefits by You in accordance with the Plan's reasonable procedure for filing benefit claims, including Pre-service and Post-service Claims.

"Pre-service Claim" is a Claim for Benefits under the Plan when the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining dental care.

"Post-service Claim" ("Claim") is any Claim for Benefits under a group health plan that is not a Pre-service Claim.

"Relevant" A document, record, or other information will be considered "relevant" to a given claim:

- a) if it was relied on in making the benefit determination;
- b) if it was submitted, considered, or generated in the course of making the benefit determination (even if the Plan did not rely on it):
- c) if it demonstrated that, in making the determination, the Plan followed its own administrative processes and safeguards for ensuring appropriate decision-making and consistency;
- d) or if it is a statement of the Plan's policy or guidance concerning the denied benefit, without regard to whether it was relied upon in making the benefit determination.

## PROCEDURE FOR PRE-SERVICE CLAIM

You or Your Authorized Representative have 180 days from the date You or Your Authorized Representative received notice of the Adverse Benefit Determination to appeal the decision. To file an appeal, call the toll-free telephone number listed in Your Certificate of Coverage or on Your ID card.

The dentist advisor involved in the appeal will be different from and not a subordinate of the dentist advisor involved in the adverse determination on initial Claim for Benefits. We will provide You or Your Authorized Representative with written or electronic notice of Our appeal decision within 30 days of the request to review the Adverse Benefit Determination. The notice of Our appeal decision will include the following:

- a) The specific reason for the appeal decision;
- b) A reference to specific plan provisions on which the decision was based;
- c) A statement that You or Your Authorized Representative is entitled reasonable access to and copies of all relevant documents, records, and criteria. This includes an explanation of clinical judgment on which the decision was based and identification of the dental experts. All such information is available upon request and is free of charge.
- d) A statement of Your or Your Authorized Representative's right to bring a civil action under ERISA; and
- e) The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

# PROCEDURE FOR POST-SERVICE CLAIM

You or Your authorized representative may file an appeal with Us within 180 days of receipt of an adverse benefit determination. To file an appeal, telephone the toll-free number listed in Your Certificate of Insurance or on Your ID card.

We will review the claim and notify You of Our decision within 60 days of the request for appeal. Any dentist advisor involved in reviewing the appeal will be different from and not in a subordinate position to the dentist advisor involved in the initial benefit determination.

Notice of the appeal decision will include the following in written or electronic form:

- a) the specific reason for the appeal decision;
- b) reference to specific plan provisions on which the decision was based;
- c) a statement that You are entitled to receive reasonable accessibility to and copies of all relevant documents, records, and criteria including an explanation of clinical judgment on which the decision was based and identification of the dental experts: All such information is available upon request and is free of charge.
- d) a statement of Your right to bring a civil action under ERISA; and
- e) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

### ALABAMA STATE LAW PROVISIONS ADDENDUM

TO

### **CERTIFICATE OF INSURANCE**

This addendum is effective on the Effective Date as stated in the Certificate of Insurance "Certificate" and attached to and made part of the Certificate.

The following provision and Members Rights subsection is added to the <u>GENERAL PROVISIONS</u> section.

# **GENERAL PROVISIONS**

The pertinent laws and regulations for interpretation and enforcement of the Certificate are the laws and regulations of State of Alabama.

# Member Rights:

The Member has a right to complain to the Alabama board of dental examiners about a dentist's conduct pursuant to either the Plan or the recognized standards of ethical and professional code of conduct.

The Member has a right to retain, at his own expense, any dentist authorized to practice dentistry in Alabama.

#### FEDERAL LAW SUPPLEMENT

TO

#### CERTIFICATE OF INSURANCE

This Supplement amends your Certificate by adding the following provisions regarding special enrollment periods and extended coverage requirements currently mandated or that may be mandated in the future under federal law.

You may enroll for dental coverage at any time for yourself and your dependents if:

- (1) You or your dependent either loses eligibility for coverage under Medicaid or the Children's Health Insurance Program ("CHIP"); or
- (2) You or your dependent becomes eligible for premium assistance from Medicaid or CHIP allowing enrollment in a benefit program.

In order to enroll, you must submit complete enrollment information to your group or its plan administrator within sixty (60) days from your or your dependent's loss of coverage or eligibility for premium assistance, as the case may be.

Other special enrollment periods and rights may apply to you or your dependents under new or existing federal laws. Consult your group, its plan administrator or your group's summary plan description for information about any new or additional special enrollment periods, enrollment rights or extended coverage periods for dependents mandated under federal law.

## **UNITED CONCORDIA**

#### **ADDENDUM**

TO

#### **GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

In-Network Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The In-Network Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. In-Network Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

Out-of-Network Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the 90th percentile of dentist charges into different geographical areas. The Out-of-Network Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on Non-Participating Dentist claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. Out-of-Network Maximum Allowable Charges are updated periodically.

# **Schedule of Benefits**

Concordia Flex sm

Group Name: Cerro Wire LLC

	<u>Plan Pays</u>
Class I Services	
Exams	100%
All X-Rays	100%
Cleanings & Fluoride Treatments	100%
Sealants	100%
Palliative Treatment (Emergency)	100%
Space Maintainers	100%
Class II Services	
Basic Restorative (Fillings, etc.)	80%
Endodontics	80%
Non-Surgical Periodontics	80%
Repairs of Crowns, Inlays, Onlays	80%
Repairs of Bridges	80%
Denture Repair	80%
Simple Extractions	80%
Surgical Periodontics	80%
Complex Oral Surgery	80%
General Anesthesia	80%
Class III Services	
Inlays, Onlays, Crowns	60%
Prosthetics (Bridges, Dentures)	60%
Orthodontics	
Diagnostic, Active, Retention Treatment	50%
Limited to Dependent children under the age of 19	

# Deductibles & Maximums

- \$50 per Calendar Year Deductible per Member (excluding Class I Services and Orthodontics) not to exceed \$150 per family
- \$2000 per Calendar Year Maximum per Member
- \$1000 Lifetime Maximum per Member for Orthodontics

All services on this Schedule of Benefits are subject to the Schedule of Exclusions and Limitations. Consult Your Certificate for more details on the services listed.

Participating Dentists accept the Maximum Allowable Charge as payment in full.

#### SCHEDULE OF EXCLUSIONS AND LIMITATIONS

# THIS PLAN DOES NOT MEET THE MINIMUM ESSENTIAL HEALTH BENEFIT REQUIREMENTS FOR PEDIATRIC ORAL HEALTH AS REQUIRED UNDER THE FEDERAL AFFORDABLE CARE ACT.

Exclusions and limitations may differ by state as specified below. Only American Dental Association procedure codes are covered.

## **EXCLUSIONS** – The following services, supplies or charges are excluded:

- 1. Started prior to the Member's Effective Date or after the Termination Date of coverage under the Group Policy (for example but not limitation, multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures).
- 2. For house or hospital calls for dental services and for hospitalization costs (facility-use fees).
- 3. That are the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third-party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.

For Group Policies issued and delivered in Georgia, Missouri and Virginia, only services that are the responsibility of Workers' Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Policies issued and delivered in North Carolina, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are excluded only to the extent such services or supplies are the liability of the employee according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

For Group Policies issued and delivered in Maryland, this exclusion does not apply.

- 4. For prescription and non-prescription drugs, vitamins or dietary supplements.
  - For Group Policies issued and delivered in Arizona and New Mexico, this exclusion does not apply.
- 5. Administration of nitrous oxide and/or IV sedation, unless specifically indicated on the Schedule of Benefits.

For Group Policies issued and delivered in Washington, this exclusion does not apply when required dental services and procedures are performed in a dental office for covered persons under the age of seven (7) or physically or developmentally disabled.

- For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.
- 6. Which are Cosmetic in nature as determined by the Company (for example but not limitation, bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures).
  - For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.
  - For Group Policies issued and delivered in New Jersey, this exclusion does not apply for Cosmetic services for newly born children of Members.
  - For Group Policies issued and delivered in Washington, this exclusion does not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.
- 7. Elective procedures (for example but not limitation, the prophylactic extraction of third molars).
- 8. For congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthogonathic surgery including orthodontic treatment).
  - For Group Policies issued and delivered in Kentucky, Minnesota and Pennsylvania, this exclusion shall not apply to newly born children of Members including newly adoptive children, regardless of age.
  - For Group Policies issued and delivered in Colorado, Hawaii, Indiana, Missouri, New Jersey and Virginia, this exclusion shall not apply to newly born children of Members.
  - For Group Policies issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.
  - For Group Policies issued and delivered in Washington, this exclusion shall not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

- For dental implants and any related surgery, placement, restoration, prosthetics (except single implant crowns), maintenance and removal of implants unless specifically covered under the Schedule of Benefits or a Rider.
- 10. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under the Certificate. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in New York, diagnostic services and treatment of jaw joint problems related to a medical condition are excluded unless specifically covered under the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of temporomandibular joint disorder (TMD) rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease or injury and such procedures are covered under the Certificate or the Schedule of Benefits.

For Group Policies issued and delivered in Minnesota, this exclusion does not apply.

11. For treatment of fractures and dislocations of the jaw.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

- 12. For treatment of malignancies or neoplasms.
- 13. Services and/or appliances that alter the vertical dimension (for example but not limitation, full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
- 14. Replacement or repair of lost, stolen or damaged prosthetic or orthodontic appliances.
- 15. Preventive restorations.
- 16. Periodontal splinting of teeth by any method.
- 17. For duplicate dentures, prosthetic devices or any other duplicative device.
- 18. For which in the absence of insurance the Member would incur no charge.
- 19. For plaque control programs, tobacco counseling, oral hygiene and dietary instructions.
- 20. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the National Guard or in the Armed Forces of any country or international authority.
  - For Group Policies issued and delivered in Oklahoma, this exclusion does not apply.
- 21. For treatment and appliances for bruxism (night grinding of teeth).
- 22. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.

For Group Policies issued and delivered in Maryland, failure to furnish the claim within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible, and, except in the absence of legal capacity of the Member, not later than one (1) year from the time the claim is otherwise required.

- 23. Incomplete treatment (for example but not limitation, patient does not return to complete treatment) and temporary services (for example but not limitation, temporary restorations).
- 24. Procedures that are:
  - part of a service but are reported as separate services; or
  - reported in a treatment sequence that is not appropriate; or
  - misreported or that represent a procedure other than the one reported.
- 25. Specialized procedures and techniques (for example but not limitation, precision attachments, copings and intentional root canal treatment).
- 26. Fees for broken appointments.
- 27. Those specifically listed on the Schedule of Benefits as "Not Covered" or "Plan Pays 0%".

28. Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of the Company will apply.

# LIMITATIONS – Covered services are limited as detailed below. Services are covered until 12:01 a.m. of the birthday when the patient reaches any stated age:

- 1. Full mouth x-rays one (1) every 5 year(s).
- 2. Bitewing x-rays one (1) set(s) per 12 months under age nineteen (19) and one (1) set(s) per 18 months age nineteen (19) and older.
- 3. Oral Evaluations:
  - Comprehensive and periodic two (2) of these services per 12 months. Once paid, comprehensive evaluations are not eligible to the same office unless there is a significant change in health condition or the patient is absent from the office for three (3) or more year(s).
  - Limited problem focused and consultations one (1) of these services per dentist per patient per 12 months.
  - Detailed problem focused one (1) per dentist per patient per 12 months per eligible diagnosis.
- 4. Prophylaxis two (2) per 12 months. One (1) additional for Members under the care of a medical professional during pregnancy.
- 5. Fluoride treatment one (1) per 12 months under age fourteen (14).
- 6. Space maintainers one (1) per five (5) year period for Members under age fourteen (14) when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not, develop.
- 7. Sealants one (1) per tooth per 3 year(s) under age sixteen (16) on permanent first and second molars.
- 8. Prefabricated stainless steel crowns one (1) per tooth per lifetime for Members under age fourteen (14).
- Periodontal Services:
  - Full mouth debridement one (1) per lifetime.
  - Periodontal maintenance following active periodontal therapy two (2) per 12 months in addition to routine prophylaxis.
  - Periodontal scaling and root planing one (1) per 36 months per area of the mouth.
  - Surgical periodontal procedures one (1) per 36 months per area of the mouth.
  - Guided tissue regeneration one (1) per tooth per lifetime.
- 10. Replacement of restorative services only when they are not, and cannot be made, serviceable:
  - Basic restorations not within 24 months of previous placement of any basic restoration.
  - Single crowns, inlays, onlays not within 5 year(s) of previous placement of any of the procedures in this
    category.
  - Buildups and post and cores not within 5 year(s) of previous placement of any of the procedures in this
    category.
  - Replacement of natural tooth/teeth in an arch not within 5 year(s) of a fixed partial denture, full denture or partial removable denture.
- 11. Denture relining, rebasing or adjustments are considered part of the denture charges if provided within 6 months of insertion by the same dentist. Subsequent denture relining or rebasing limited to one (1) every 3 year(s) thereafter.
- 12. Pulpal therapy one (1) per eligible tooth per lifetime only when there is no permanent tooth to replace it.
- 13. Root canal retreatment one (1) per tooth per lifetime.
- 14. Recementation one (1) per 3 year(s). Recementation during the first 3 year(s) following insertion of any preventive, restorative or prosthodontic service by the same dentist is included in the preventive, restorative or prosthodontic service benefit.
- 15. An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed under this ABP.
- 16. Payment for orthodontic services shall cease at the end of the month after termination by the Company.

This limitation does not apply to Group Policies issued and delivered in Maryland.

# 17. Intraoral Films:

- Periapical four (4) per 12 months per dentist if not performed in conjunction with definitive procedure(s).
  Occlusal two (2) per 24 months under age eight (8).
- 18. General anesthesia and IV sedation: a total of sixty 60 minutes per session.

# THE FOLLOWING ADDENDA

# APPLY TO UTAH RESIDENTS ONLY

# **Discrimination is Against the Law**

The Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Plan will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Plan will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

### The Plan:

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

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmark.com. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD)

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

English	ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-332-0366 (TTY: 711).
Español (Spanish)	ATENCIÓN: Si habla español, le ofrecemos servicios gratuitos de asistencia lingüística. Llame al 1-800-332-0366 (TTY: 711).
繁體中文	注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-332-0366
(Chinese)	(TTY: 711)。
Tiếng Việt (Vietnamese)	CHÚ Ý: Nế u quý vị nói Tiế ng Việ t, chúng tôi có các dị ch vụ hỗ trợ ngôn ngữ miễ n phí dành cho quý vị . Gọ i số 1-800-332-0366 (TTY: 711).
한국어 (Korean)	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-332-0366 (TTY: 711) 번으로 전화해 주십시오.
Tagalog (Tagalog - Filipino)	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-332-0366 (TTY: 711).
Русский (Russian)	ВНИМАНИЕ: Если вы говорите на русском языке, вам доступны бесплатные услуги перевода. Звоните 1-800-332-0366 (телетайп: 711).
العربية (Arabic)	يرجى الانتباه: إذا كنت تتحدث العربية، تتوفر خدمات المساعدة للغوية المجانية. انصل على 336-332-800-1 (TTY: 711)
Kreyòl Ayisyen (French Creole)	ATANSYON: Si ou pale Kreyòl Ayisyen, gen sèvis èd nan lang ki disponib gratis pou ou. Rele nimewo 1-800-332-0366 (TTY: 711).
Français (French)	ATTENTION : si vous parlez français, des services d'assistance linguistique vous sont proposés gratuitement. Appelez le 1-800-332-0366 (ATS: 711).
Polski (Polish)	UWAGA: jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-332-0366 (TTY: 711).
Português (Portuguese)	ATENÇÃO: se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-800-332-0366 (TTY: 711).
Italiano (Italian)	ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-332-0366 (TTY: 711).
Deutsch (German)	ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Dienste für die sprachliche Unterstützung zur Verfügung. Rufnummer: 1-800-332-0366 (TTY: 711).
日本語 (Japanese)	注意事項:日本語をお使いの方は、言語面でのサポートを無償でご利用いただけます。1-800-332-0366 (TTY: 711) まで、お電話にてご連絡ください。
فارسی (Farsi)	توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (TTY: 711) 330-332-0366 (TTY: 711) نماس بگیرید.

# **UNITED CONCORDIA**

# UNITED CONCORDIA

4401 Deer Path Road Harrisburg, PA 17110

Dental Plan
Certificate of Insurance

**Network Plan** 

Cerro Wire LLC 920558000, 920558099 January 1, 2017

In AL, United Concordia is underwritten by United Concordia Dental Corporation of Alabama

In AK, AR, AZ, CA, CO, CT, FL, GA, HI, IA, ID, IN, KS, LA, MA, MD, ME, MN, MI, MS, MT, NE, NV, NH, NM, ND, OH, OK, OR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WV, WY, United Concordia is underwritten by United Concordia Insurance Company

In DE, DC, IL, KY, MD, MO, NC, NJ, PA, United Concordia is underwritten by United Concordia Life and Health Insurance Company

In NY, United Concordia is underwritten by United Concordia Insurance Company of New York

Notice to Florida residents: The benefits of the policy providing your coverage are governed by a state other than Florida.

Notice to Buyer: This Certificate provides Dental Coverage Only.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULE OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

# **CERTIFICATE OF INSURANCE**

### INTRODUCTION

This Certificate of Insurance provides information about Your dental coverage. Read it carefully and keep it in a safe place with Your other valuable documents. Review it to become familiar with Your benefits and when You have a specific question regarding Your coverage.

To offer these benefits, Your Group has entered into a Group Policy of insurance with United Concordia. The benefits are available to You as long as the Premium for You and any enrolled Dependents is paid and obligations under the Group Policy are satisfied. In the event of conflict between this Certificate and the Group Policy, the Group Policy will rule. This Certificate is not a summary plan description under the Employee Retirement Income Security Act (ERISA).

If You have any questions about Your coverage or benefits, please call our Customer Service Department toll-free at:

## 800-332-0366

For general information, Participating Dentist or benefit information, You may also log on to our website at:

www.unitedconcordia.com

Claim forms should be sent to:

United Concordia Companies, Inc.
Dental Claims
PO Box 69421
Harrisburg, PA 17106-9421

# **TABLE OF CONTENTS**

3
5
8
8
11
11
12
3
5
6
7
11
11
11

# Attached:

Appeal Procedure Addendum State Law Provisions Addendum Schedule of Benefits Schedule of Exclusions and Limitations

#### **DEFINITIONS**

Certain terms used throughout this Certificate begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your benefits and the way the dental plan works.

**Certificate Holder(s)** - An individual who has enrolled him/herself and his/her Dependents for dental coverage and for whom Premium payments are due and payable. Also referred to as "You" or "Yourself".

**Certificate of Insurance ("Certificate")** - This document, including riders, schedules, addenda and/or endorsements, if any, which describes the coverage purchased from the Company by the Policyholder.

**Coinsurance** - Those remaining percentages or dollar amounts of the Maximum Allowable Charge for a Covered Service that are the responsibility of either the Certificate Holder or his/her enrolled Dependents after the Plan pays the percentages or dollar amounts shown on the Schedule of Benefits for a Covered Service.

Company - United Concordia, the insurer. Also referred to as "We", "Our" or "Us".

**Coordination of Benefits ("COB")** - A method of determining benefits for Covered Services when the Member is covered under more than one plan to prevent duplication of payment so that no more than the incurred expense is paid.

**Cosmetic** - Those procedures which are undertaken primarily to improve or otherwise modify the Member's appearance.

**Covered Service(s)** - A service or supply specified in this Certificate and the Schedule of Benefits for which benefits will be covered subject to the Schedule of Exclusions and Limitations, when rendered by a dentist, or any other duly licensed dental practitioner under the scope of the individual's license when state law requires independent reimbursement of such practitioners.

**Deductible(s)** - A specified amount of expenses set forth in the Schedule of Benefits for Covered Services that must be paid by the Member before the Company will pay any benefit.

**Dentally Necessary** - A dental service or procedure is determined by a dentist to either establish or maintain a patient's dental health based on the professional diagnostic judgment of the dentist and the prevailing standards of care in the professional community. The determination will be made by the dentist in accordance with guidelines established by the Company. When there is a conflict of opinion between the dentist and the Company on whether or not a dental service or procedure is Dentally Necessary, the opinion of the Company will be final.

**Dependent(s)** - Certificate Holder's enrolled Spouse or domestic life partner as defined by the Policyholder and/or state law, and any enrolled child, adoptive child or stepchild of a Certificate Holder, or an enrolled child subject to a court order or placed by an administrative agency with a Certificate Holder:

- (a) until the end of the month the child reaches the limiting age of 26; or
- (b) to any age beyond the limiting age listed above if the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

For a child under the limiting age listed above, the following factors will not affect eligibility to enroll as a Dependent: financial dependency on or residency with the Certificate Holder; marital status; student status; employment; eligibility to enroll for coverage under another policy or contract; or any combination of these factors.

Effective Date - The date on which the Group Policy begins or coverage of enrolled Members begins.

**Exclusion(s)** – Services, supplies or charges that are not covered under the Group Policy as stated in the Schedule of Exclusions and Limitations.

**Experimental or Investigative** - The use of any treatment, procedure, facility, equipment, drug, or drug usage device or supply which the Company, determines is not acceptable standard dental treatment of the condition being treated, or any such items requiring federal or other governmental agency approval which was not granted at the time the services were rendered. The Company will rely on the advice of the general dental community including, but not limited to dental consultants, dental journals and/or governmental regulations, to make this determination.

**Grace Period** - A period of no less than 31 days after Premium payment is due under the Policy, in which the Policyholder may make such payment and during which the protection of the Group Policy continues, subject to payment of Premium by the end of the Grace Period.

**Group Policy** - The agreement between the Company and the Policyholder, under which the Certificate Holder is eligible to enroll.

**Limitation(s)** - The maximum frequency or age limit applied to a Covered Service set forth in the Schedule of Exclusions and Limitations incorporated by reference into this Certificate.

**Maximum(s)** - The greatest amount the Company is obligated to pay for all Covered Services rendered during a specified period as shown on the Schedule of Benefits.

**Maximum Allowable Charge** - The maximum amount the Plan will allow for a specific Covered Service. Maximum Allowable Charges may vary depending upon the contract between the Company and the particular Participating Dentist rendering the service. Depending upon the Plan purchased by the Policyholder, Maximum Allowable Charges for Covered Services rendered by Non-Participating Dentists may be the same or higher than such charges for Covered Services rendered by Participating Dentists in order to help limit out-of-pocket costs of Members choosing Non-Participating Dentists.

**Member(s)** - Certificate Holder(s) and their Dependent(s).

**Non-Participating Dentist** - A dentist who has not signed a contract with the Company or an affiliate of the Company.

**Participating Dentist** - A dentist who has executed a Participating Dentist Agreement with the Company or an affiliate of the Company, under which he/she agrees to accept the Company's Maximum Allowable Charges as payment in full for Covered Services.

**Plan** - Dental benefits pursuant to this Certificate and attached Schedule of Exclusions and Limitations and Schedule of Benefits.

**Policyholder** - Organization that executes the Group Policy. Also referred to as "Your Group".

**Premium** - Payment that the Policyholder must remit to the Company in exchange for coverage of the Policyholder's Members.

Renewal Date - The date on which the Group Policy renews. Also known as anniversary date.

**Schedule of Benefits** - Attached summary of Covered Services, Plan payment percentages, Deductibles, Waiting Periods and Maximums applicable to benefits payable under the Plan.

**Schedule of Exclusions and Limitations** – Attached list of Exclusions and Limitations applicable to benefits, services, supplies or charges under the Plan.

**State Law Provisions Addendum** – Attached document containing specific provisions required by state law to be modified, deleted from, and/or added to the Certificate of Insurance.

Termination Date - The date on which the dental coverage ends for a Member or the Group Policy terminates.

**Waiting Period(s)** - A period of time a Member must be enrolled under the Group Policy before benefits will be paid for Covered Services as shown on the attached Schedule of Benefits.

## **ELIGIBILITY AND ENROLLMENT -- WHEN COVERAGE BEGINS**

# **New Enrollment**

If You have already satisfied Your Group's eligibility requirements when the Group Policy begins and Your enrollment information is supplied to Us, Your coverage and Your Dependents' coverage will begin on the Effective Date of the Group Policy provided We receive the Premium.

If You join the Group or become employed after the initial Effective Date of the Group Policy, in order to be eligible to enroll, You must first satisfy any eligibility requirements of Your Group. Your Group will inform You of these requirements.

You must supply the required enrollment information on Yourself and Your Dependents within 31 days of the date You meet these requirements. Your Dependents must also meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Your coverage and Your Dependents' coverage will begin on the date specified in the enrollment information supplied to Us provided Premium is paid.

The Company is not liable to pay benefits for any services started prior to a Member's Effective Date of coverage. Multi-visit procedures are considered "started" when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. Procedures started prior to the Member's Effective Date are the liability of the Member or a prior insurance carrier.

# **Enrollment Changes**

After Your initial enrollment, there are certain life change events that permit You to add Dependents. These events are:

- birth of a child;
- adoption of a child;
- court order of placement or custody of a child;
- marriage of the Certificate Holder;
- domestic partnership of the Certificate Holder,

To enroll a new Dependent as a result of one of these events, You must notify Your Group and supply the required enrollment change information within 31 days of the date You acquired the Dependent. The Dependent must meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Except for newly born or adoptive children, coverage for the new Dependent will begin on the date specified in the enrollment information provided to Us as long as the Premium is paid.

Newly born children of a Member will be considered enrolled from the moment of birth. Adoptive children will be considered enrolled from the date of adoption or placement, except for those adopted or placed within 31 days of birth who will be considered enrolled Dependents from the moment of birth. In order for coverage of newly born or adoptive children to continue beyond the first 31 day period, the child's enrollment information must be provided to Us and the required Premium must be paid within the 31 day period.

For an enrolled Dependent child who is mentally or physically handicapped, evidence of his/her reliance on You for maintenance and support due to his/her condition must be supplied to Us within 30 days after said Dependent attains the limiting age shown in the definition of Dependent. Such evidence will be requested based on information provided by the Member's physician but no more frequently than annually.

Other than at open enrollments, Dependent coverage may not be terminated unless certain life change events occur. These events include:

- death of the Certificate Holder or a Dependent; or
- · divorce or dissolution of domestic partnership of the Certificate Holder; or
- for a child, reaching the limiting age specified in the definition of Dependent;

### **Late Enrollment**

If You or Your Dependents are not enrolled within 31 days of initial eligibility or a life change event, You or Your Dependents cannot enroll until the next open enrollment period conducted for Your Group unless otherwise required by applicable state or federal law or permitted by Your Group under the rules of its benefit plans. If You are required to provide coverage for a Dependent child pursuant to a court order, You will be permitted to enroll the Dependent child without regard to enrollment season restrictions.

#### **HOW THE DENTAL PLAN WORKS**

## **Choice of Provider**

You may choose any licensed dentist for services. However, Your out-of-pocket costs will vary depending upon whether or not Your dentist participates with United Concordia. If You choose a Participating Dentist, You may limit Your out-of-pocket cost. Participating Dentists agree by contract to accept Maximum Allowable Charges as payment in full for Covered Services. Participating dentists also complete and send claims directly to Us for processing. To find a Participating Dentist, visit *Find a Dentist* on Our website at www.unitedconcordia.com or call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Certificate.

If You go to a dentist who is not a United Concordia Participating Dentist, You may have to pay the dentist at the time of service, complete and submit Your own claims and wait for Us to reimburse You. You will be responsible for the dentist's full charge which may result in higher out-of-pocket costs for You.

When You visit the dental office, let Your dentist know that You are covered under a United Concordia program and give the dental office Your contract ID number and group number. If Your dentist has questions about Your eligibility or benefits, instruct the office to call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Certificate or visit Dental Inquiry on Our website at www.unitedconcordia.com.

## **Claims Submission**

Upon completion of treatment, the services performed must be reported to Us in order for You to receive benefits. This is done through submission of a paper claim or electronically. Participating Dentists will report services to Us directly for You and Your Dependents.

Most dental offices submit claims or report services for patients. However, if You do not receive treatment from a Participating Dentist, You may have to complete and send claims to Us in the event the dental office will not do this for You. To obtain a claim form, visit the Members link on our website at www.unitedconcordia.com. Be sure to include on the claim:

- the patient's name
- date of birth
- Your contract ID number
- patient's relationship to You
- Your name and address
- the name and policy number of a second insurer if the patient is covered by another dental plan.

Your dentist should complete the treatment and provider information or supply an itemized receipt for You to attach to the claim form. Send the claim form or predetermination to the address in the Introduction section of this Certificate.

For orthodontic treatment, if covered under the Plan, an explanation of the planned treatment must be submitted to Us. Upon review of the information, We will notify You and Your dentist of the reimbursement schedule, frequency of payment over the course of the treatment, and Your share of the cost.

Should You have any questions concerning Your coverage, eligibility or a specific claim, contact Us at the address and telephone number in the Introduction section of this Certificate or log onto My Dental Benefits at www.unitedconcordia.com.

## **Predetermination**

A predetermination is a review in advance of treatment by Us to determine patient eligibility and coverage for planned services. Predetermination is not required to receive a benefit for any service under the Plan. However, it is recommended for extensive, more costly treatment such as crowns and bridges. A predetermination gives You and Your dentist an estimate of Your coverage and how much Your share of the cost will be for the treatment being considered.

To have services predetermined, You or Your dentist should submit a claim showing the planned procedures but leaving out the dates of services. Be sure to sign the predetermination request. Substantiating material such as radiographs and periodontal charting may be requested by Us to estimate benefits and coverage. We will determine benefits payable, taking into account Exclusions and Limitations including alternate treatment options based upon the provisions of the Plan. We will notify you of the estimated benefits.

When the services are performed, simply have Your dentist call Our Interactive Voice Response System at the telephone number in the Introduction section of this Certificate, or fill in the dates of service for the completed procedures on the predetermination notification and re-submit it to Us for processing. Any predetermination amount estimated is subject to continued eligibility of the patient. We may also make adjustments at the time of final payment to correct any mathematical errors, apply coordination of benefits, and comply with Your Plan in effect and remaining program Maximum dollars on the date of service.

#### **BENEFITS**

## **Schedule of Benefits**

Your benefits are shown on the attached Schedule of Benefits. The Schedule of Benefits shows:

- the classes and groupings of dental services covered, shown with a "Plan Pays" percentage greater than "0%".
- the percentage of the Maximum Allowable Charges the Plan will pay.
- any Waiting Periods that must be satisfied for particular services before the Plan will pay benefits. Waiting Periods are measured from date of enrollment in the Plan.
- any Deductibles You and/or Your family must pay before any benefits for Covered Services will be paid by the Plan, and the Covered Services for which there is no deductible. The Deductible is applied only to expenses for Covered Services and on either a calendar year or contract year basis (yearly period beginning with the Effective Date of the Group Policy).
- any Maximums for Covered Services for a given period of time; for example, annual for most services and lifetime for orthodontics. Annual Maximums are applied on either a calendar or contract year basis.

## Your Out-of-Pocket Costs

In order to keep the Plan affordable for You and Your Group, the Plan includes certain cost-sharing features. If the class or service grouping is not covered under the Plan, the Schedule of Benefits will indicate either "not covered" or "Plan Pays -- 0%". You will be responsible to pay Your dentist the full charge for these uncovered services.

Classes or service groupings shown with "Plan Pays" percentages greater than 0% but less than 100% require you to pay a portion of the cost for the Covered Service. For example, if the Plan pays 80%, Your share or Coinsurance is 20% of the Maximum Allowable Charge. You are also responsible to pay any

Deductibles, charges exceeding the Plan Maximums or charges for Covered Services performed before satisfaction of any applicable Waiting Periods.

#### **Services**

The general descriptions below explain the services on the Schedule of Benefits. The descriptions are not all-inclusive – they include only the most common dental procedures in a class or service grouping. Specific dental procedures may be shifted among groupings or classes or may not be covered depending on Your Group's choice of Plan. Check the Schedule of Benefits attached to this Certificate to see which groupings are covered ("Plan Pays percentage greater than "0%"). Also, have Your provider call Us to verify coverage of specific dental procedures or log on to My Dental Benefits or My Patient's benefits at www.unitedconcordia.com to check coverage. Services covered on the Schedule of Benefits are also subject to Exclusions and Limitations. Be sure to review the Schedule of Exclusions and Limitations also attached to this Certificate.

- Exams and X-rays for diagnosis oral evaluations, bitewings, periapical and full-mouth x-rays
- <u>Cleanings, Fluoride Treatments, Sealants</u> for prevention
- Palliative Treatment for relief of pain for dental emergencies
- Space Maintainers to prevent tooth movement
- <u>Basic Restorative</u> to treat caries (cavities, tooth decay) amalgam and anterior composite resin fillings, stainless steel crowns, crown build-ups and posts and cores.
- <u>Endodontics</u> to treat the dental pulp, pulp chamber and root canal root canal treatment and retreatment, pulpotomy, pulpal therapy, apicoectomy, and apexification
- <u>Non-surgical Periodontics</u> for non-surgical treatment of diseases of the gums and bones supporting the teeth periodontal scaling and root planing, periodontal maintenance
- Repairs of Crowns, Inlays, Onlays, Bridges, Dentures repair, recementation, re-lining, re-basing and adjustment
- Simple Extractions non-surgical removal of teeth and roots
- <u>Surgical Periodontics</u> for surgical treatment of the tissues supporting and surrounding the teeth (gums and bone) gingivectomy, gingivoplasty, gingival curretage, osseous surgery, crown lengthening, bone and tissue replacement grafts
- <u>Complex Oral Surgery</u> for surgical treatment of the hard and soft tissues of the mouth surgical extractions, impactions, excisions, exposure, root removal; alveoplasty and vestibuloplasty
- Anesthesia for elimination of pain during treatment general or nitrous oxide or IV sedation
- Inlays, Onlays, Crowns when the teeth cannot be restored by fillings
- Prosthetics fixed bridges, partial and complete dentures
- Orthodontics for treatment of poor alignment and occlusion diagnostic x-rays, active treatment and retention for eligible dependent children

#### **Exclusions and Limitations**

Services indicated as covered on the Schedule of Benefits are subject to frequency or age Limitations detailed on the attached Schedule of Exclusions and Limitations. The existence of a Limitation on the Schedule of Exclusions and Limitations does not mean the service is covered under the Plan. Before reviewing the Limitations, You must first check the Schedule of Benefits to see which services are covered. No benefits will be provided for services, supplies or charges detailed under the Exclusions on the Schedule of Exclusions and Limitations.

#### **Payment of Benefits**

If You have treatment performed by a Participating Dentist, We will pay covered benefits directly to the Participating Dentist. Both You and the dentist will be notified of benefits covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. Payment will be based on the Maximum Allowable Charge the treating Participating Dentist has contracted to accept.

If You receive treatment from a Non-Participating Dentist, We will send payment for covered benefits to You unless You indicate on the claim that You wish payment to be sent directly to Your treating dentist. You will be notified of the services covered, Plan payment and any amounts You owe for Coinsurance,

Deductibles, charges exceeding Maximums or charges for services not covered. The Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the dentist any difference between the Plan's payment and the dentist's full charge for the services.

The Company does not disclose claim or eligibility records except as allowed or required by law and then in accordance with federal and state law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

#### **Overpayments**

When We make an overpayment for benefits, We have the right to recover the overpayment either from You, from the person to whom it was paid, or from the dentist to whom the payment was made on behalf of the Member. We will recover the overpayment either by requesting a refund or offsetting the amount overpaid from future claim payments. Recovery will be done in accordance with any applicable state laws or regulations.

## **Coordination of Benefits (COB)**

If You or Your Dependents are covered by any other dental plan and receive a service covered by this Plan and the other dental plan, benefits will be coordinated. This means that one plan will be primary and determine its benefits before those of the other plan and without considering the other plan's benefits. The other plan will be secondary and determine its benefits after the primary plan. The secondary plan's benefits may be reduced because of the primary plan's payment. Each plan will provide only that portion of its benefit that is required to cover expenses. This prevents duplicate payments and overpayments. Upon determination of primary or secondary liability, this Plan will determine payment.

- 1. The following words and phrases regarding the Coordination of Benefits ("COB") provision are defined as set forth below:
  - A) **Allowable Amount** is the Plan's allowance for items of expense, when the care is covered at least in part by one or more Plans covering the Member for whom the claim is made.
  - B) **Claim Determination Period** means a benefit year. However, it does not include any part of a year during which a person has no coverage under this Plan.
  - C) Other Dental Plan is any form of coverage which is separate from this Plan with which coordination is allowed. Other Dental Plan will be any of the following which provides dental benefits, or services, for the following: Group insurance or group type coverage, whether insured or uninsured. It also includes coverage other than school accident type coverage (including grammar, high school and college student coverages) for accidents only, including athletic injury, either on a twenty-four (24) hour basis or on a "to and from school basis," or group or group type hospital indemnity benefits of \$100 per day or less.
  - D) **Primary Plan** is the plan which determines its benefits first and without considering the other plan's benefits. A plan that does not include a COB provision may not take the benefits of another plan into account when it determines its benefits.
  - E) **Secondary Plan** is the plan which determines its benefits after those of the other plan (Primary Plan). Benefits may be reduced because of the other plan's (Primary Plan) benefits.
  - F) **Plan** means this document including all schedules and all riders thereto, providing dental care benefits to which this COB provision applies and which may be reduced as a result of the benefits of other dental plans.
- 2. The fair value of services provided by the Company will be considered to be the amount of benefits paid by the Company. The Company will be fully discharged from liability to the extent of such payment under this provision.
- 3. In order to determine which plan is primary, this Plan will use the following rules.
  - A) If the other plan does not have a provision similar to this one, then that plan will be primary.
  - B) If both plans have COB provisions, the plan covering the Member as a primary insured is determined before those of the plan which covers the person as a Dependent.
  - C) <u>Dependent Child/Parents Not Separated or Divorced</u> -- The rules for the order of benefits for a Dependent child when the parents are not separated or divorced are:

- 1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year;
- 2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
- 3) The word "birthday" refers only to month and day in a calendar year, not the year in which the person was born:
- 4) If the other plan does not follow the birthday rule, but instead has a rule based upon the gender of the parent; and if, as a result, the plans do not agree on the order of benefits, the rule based upon the gender of the parent will determine the order of benefits.
- D) <u>Dependent Child/Separated or Divorced Parents</u> -- If two or more plans cover a person as Dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - 1) First, the plan of the parent with custody of the child.
  - 2) Then, the plan of the spouse of the parent with the custody of the child; and
  - 3) Finally, the plan of the parent not having custody of the child.
  - 4) If the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent will be the Secondary Plan.
  - 5) If the specific terms of the court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the dental care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in Section 3-C) above, titled Dependent Child/Parents Not Separated or Divorced.
  - E) Active/Inactive Member
    - 1) For actively employed Members and their spouses over the age of 65 who are covered by Medicare, the plan will be primary.
    - 2) When one contract is a retirement plan and the other is an active plan, the active plan is primary. When two retirement plans are involved, the one in effect for the longest time is primary. If another contract does not have this rule, then this rule will be ignored.
  - F) If none of these rules apply, then the contract which has continuously covered the Member for a longer period of time will be primary.
  - G) The plan covering an individual as a COBRA continuee will be secondary to a plan covering that individual as a Member or a Dependent.
- 4. <u>Right to Receive and Release Needed Information</u> -- Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Any health information furnished to a third party will be released in accordance with federal law. Each person claiming benefits under This Plan must give any facts needed to pay the claim.
- 5. <u>Facility of Payment</u> -- A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Company may pay the amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan, and the Company will not 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 services prepaid by the Company.
- 6. Right of Recovery -- If the payment made by the Company is more than it should have paid under this COB provision, the Company may recover the excess from one or more of the following: (1) persons it has paid or for whom it has paid; or (2) insurance companies; or (3) other organization. Members are required to assist the Company to implement this section.

#### **Workers' Compensation**

When a Member is eligible for Workers' Compensation benefits through employment, the cost of dental treatment for an injury which arises out of and in the course of Member's employment is not a covered benefit under this Plan. Therefore, if the Company pays benefits which are covered by a Workers' Compensation policy, the Company has the right to obtain reimbursement for those benefits paid. The Member must provide any assistance necessary, including furnishing information and signing necessary documents, for the Company to receive the reimbursement.

## **Review of a Benefit Determination**

If You are not satisfied with the Plan's benefit, please contact Our Customer Service Department at the toll-free telephone number in the Introduction section of this Certificate. If, after speaking with a Customer Service representative, You are still dissatisfied, refer to the Appeal Procedure Addendum attached to this Certificate for further steps You can take regarding Your claim.

#### **TERMINATION -- WHEN COVERAGE ENDS**

Your coverage and/or Your Dependents' coverage will end:

- on the date You lose eligibility under Your Group's eligibility requirements; or
- on the date Premium payment ceases for You and/or Your Dependents, as specified by your Group; or
- on the date Your Dependent(s) cease to meet the requirements in the definition of Dependent in the Definitions section of this Certificate:

If Your coverage or Your Dependents' coverage is terminated as described above, coverage for completion of a dental procedure requiring two or more visits on separate days will be extended for a period of 90 days after the Member's Termination Date in order for the procedure to be finished. The procedure must be started prior to the Member's Termination Date. The procedure is considered "started" when the teeth are irrevocably altered. For example, for crowns, bridges and dentures, the procedure is started when the teeth are prepared and impressions are taken. For root canals, the procedure is started when the tooth is opened and pulp is removed. For orthodontic treatment, if covered under the Plan, coverage will be extended through the end of the month of the Member's Termination Date.

If Your coverage ends, Your Dependents' coverage will end on the same date unless otherwise specified in a State Law Provisions Addendum to this Certificate. If the Group Policy is cancelled, Your coverage and Your Dependents' coverage will end on the Group Policy Termination Date.

In the event of a default in Premium payment by the Policyholder, coverage will remain in effect for the Grace Period extended for payment of the overdue Premium. If the Premium is not received by the end of the Grace Period, the Group Policy will be cancelled and coverage will terminate the first day following the end of the Grace Period.

The Company is not liable to pay any benefits for services, including those predetermined, which are performed after the Termination Date of a Member's coverage or of the Group Policy.

#### **CONTINUATION COVERAGE**

Federal law may require certain employers to offer continuation coverage to Members for a specified period of time upon termination of employment or reduction of work hours for any reason other than gross misconduct. You should contact Your employer to find out whether or not this requirement applies to You and Your employer. Your employer will advise You of Your rights to continuation coverage and the cost. If this requirement does apply, You must elect to continue coverage within 60 days from Your qualifying event or notification of rights by Your employer, whichever is later. You may elect to extend Dependent(s') coverage, or the Dependent(s) may elect to continue coverage under certain circumstances or qualifying events. Dependent(s) must elect to continue coverage within 60 days from the event or notification of rights by Your employer, whichever is later. You must pay the required premium for continuation coverage directly to your employer. The Company is not responsible for determining who is eligible for continuation coverage.

#### **GENERAL PROVISIONS**

This Certificate includes and incorporates any and all riders, endorsements, addenda, and schedules and together with the Group Policy represents the entire agreement between the parties with respect to the subject matter. The failure of any section or subsection of this Certificate shall not affect the validity, legality and enforceability of the remaining sections.

Except as otherwise herein provided, this Certificate may be amended, changed or modified only in writing and thereafter attached hereto as part of this Certificate.

The Company may assign this Certificate and its rights and obligations hereunder to any entity under common control with the Company.

This Certificate will be construed for all purposes as a legal document and will be interpreted and enforced in accordance with pertinent laws and regulations of the state indicated on the State Law Provisions Addendum.

## ADDENDUM TO CERTIFICATE

#### **APPEAL PROCEDURE**

This Addendum is effective on the Effective Date stated in the Group Policy. It is attached to and made part of the Certificate.

If You are dissatisfied with Our benefit determination on a claim, You may appeal Our decision by following the steps outlined in this procedure. We will resolve Your appeal in a thorough, appropriate, and timely manner to ensure that You are afforded a full and fair review of claims for benefits. Benefit determinations will be made in accordance with the Plan documents and consistently among claimants. You or Your authorized representative may submit written comments, documents, records and other information relating to claims or appeals. We will provide a review that takes into account all information submitted whether or not it was considered with its first determination on the claim. Any notifications by Us required under these procedures will be supplied to You or Your authorized representative.

#### **DEFINITIONS**

The following terms when used in this document have the meanings shown below.

"Adverse benefit determination" is a denial, reduction, or termination of or failure to make payment (in whole or in part) based on a determination of eligibility to participate in a plan or the application of any utilization review; or a determination that an item or service otherwise covered is Experimental or Investigational or not Dentally Necessary or appropriate.

"<u>Authorized representative</u>" is a person granted authority by You and the Company to act on Your behalf regarding a claim for benefit or an appeal of an adverse benefit determination. An assignment of benefits is not a grant of authority to act on Your behalf in pursuing and appealing a benefit determination.

"Relevant" A document, record, or other information will be considered "relevant" to a given claim:

- a) if it was relied on in making the benefit determination;
- b) if it was submitted, considered, or generated in the course of making the benefit determination (even if the Plan did not rely on it);
- c) if it demonstrated that, in making the determination, the Plan followed its own administrative processes and safeguards for ensuring appropriate decision-making and consistency:
- d) or if it is a statement of the Plan's policy or guidance concerning the denied benefit, without regard to whether it was relied upon in making the benefit determination.

### **PROCEDURE**

You or Your authorized representative may file an appeal with Us within 180 days of receipt of an adverse benefit determination. To file an appeal, telephone the toll-free number listed in Your Certificate of Coverage or on Your ID card.

We will review the claim and notify You of Our decision within 60 days of the request for appeal. Any dentist advisor involved in reviewing the appeal will be different from and not in a subordinate position to the dentist advisor involved in the initial benefit determination.

Notice of the appeal decision will include the following in written or electronic form:

- a) the specific reason for the appeal decision;
- b) reference to specific plan provisions on which the decision was based;
- c) a statement that You are entitled to receive upon request and free of charge, reasonable accessibility to and copies of all relevant documents, records, and criteria including an explanation of clinical judgment on which the decision was based and identification of the dental experts;
- d) a statement of Your right to bring a civil action under ERISA; and
- e) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

#### **UTAH STATE LAW PROVISIONS ADDENDUM**

TO

#### **CERTIFICATE OF INSURANCE**

This addendum is effective on the Effective Date as stated in the Certificate of Insurance "Certificate" and attached to and made part of the Certificate.

The definition "Dependent" is deleted from the "DEFINITIONS" section of the Certificate and the following substituted only for Members of Policyholders headquartered in Utah. The Definition of Dependent in the Certificate remains the same for Members of Policyholders headquartered outside of Utah.

**Dependent(s)** - Certificate Holder's enrolled Spouse or domestic life partner as defined by the Policyholder and/or state law, and any enrolled child, adoptive child or stepchild of a Certificate Holder, or an enrolled child subject to a court order or placed by an administrative agency with a Certificate Holder:

- (a) until the end of the month the child reaches the limiting age of 26; or
- (b) to any age beyond the limiting age listed above if the child is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

For a child under the limiting age listed above, the following factors will not affect eligibility to enroll as a Dependent: financial dependency on or residency with the Certificate Holder; custodial status; marital status; student status; employment; eligibility to enroll for coverage under another policy or contract; or any combination of these factors.

The subsection "Enrollment Changes" in the "ELIGIBILITY AND ENROLLMENT-WHEN COVERAGE BEGINS" section of the Certificate is deleted and the following substituted only for Members of Policyholders headquartered in Utah. The Enrollment Changes subsection in the Certificate remains the same for Members of Policyholders headquartered outside of Utah.

#### **Enrollment Changes**

After Your initial enrollment, there are certain life change events that permit You to add Dependents. These events are:

- birth of a child;
- adoption of a child;
- court order of placement or custody of a child;
- marriage of the Certificate Holder;
- domestic partnership of the Certificate Holder,

To enroll a new Dependent as a result of one of these events, You must notify Your Group and supply the required enrollment change information within 30 days of the date You acquired the Dependent. The Dependent must meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate.

Except for newly born or adoptive children, coverage for the new Dependent will begin on the date specified in the enrollment information provided to Us as long as the Premium is paid.

Newly born children of a Member will be considered enrolled from the moment of birth. Adoptive children will be considered enrolled from the date of adoption or placement, except for those adopted or placed within 30 days of birth who will be considered enrolled Dependents from the moment of birth. In order for coverage of newly born or adoptive children to continue beyond the first 30 day period, the child's enrollment information must be provided to Us and the required Premium must be paid within the 30 day period.

For an enrolled Dependent child who is mentally or physically handicapped, evidence of his/her reliance on You for maintenance and support due to his/her condition must be supplied to Us within 30 days after said Dependent attains the limiting age shown in the definition of Dependent. Such evidence will be requested based on information provided by the Member's physician but no more frequently than annually after the two-year period immediately following the limiting age of the disabled dependent.

Dependent coverage may only be terminated when certain life change events occur. These events include:

- death of the Certificate Holder or a Dependent; or
- divorce or dissolution of domestic partnership of the Certificate Holder; or
- for a child, reaching the limiting age specified in the definition of Dependent;

The following subsections "Notice of Claim", "Claim Forms", "Proof of Loss", and "Time Payment of Claims", are added to the "HOW THE DENTAL PLAN WORKS" Section of the Certificate:

#### **Notice of Claim**

Written notice of claim must be given to Company within twenty days after the occurrence or commencement of any loss covered by the certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Member or the beneficiary, to the Company or to any authorized agent of the Company, with information sufficient to identify the Member, shall be deemed notice to the Company.

#### **Claim Forms**

Company, upon receipt of a notice of claim, will furnish to the Member such forms as are usually furnished by Company for filing claims. The Member shall be deemed to have complied with the required time for filing a claim, upon submitting written proof of the occurrence and a written statement of the nature and extent for which the claim is being made.

## **Proof of Loss**

Written proof of loss must be furnished to Company at its said office in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the Company is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

#### **Time of Payment of Claims**

All benefits payable under this Certificate for any loss other than loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid within 30 days and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

The subsection entitled "Coordination of Benefits (COB)" is deleted from the "BENEFTS" section and the following substituted:

## **Coordination of Benefits (COB)**

If You or Your Dependents are covered by any Other Dental Plan and receive a service covered by this Plan and the Other Dental Plan, benefits will be coordinated. This means that one plan will be primary and determine its benefits before those of the other plan and without considering the other plan's benefits. The other plan will be secondary and determine its benefits after the primary plan.

The secondary plan's benefits may be reduced because of the primary plan's payment. Each plan will provide only that portion of its benefit that is required to cover 100% of the total Allowable Expenses. This prevents duplicate payments and overpayments. Upon determination of primary or secondary liability this Plan will determine payment.

- 1. The following words and phrases regarding the Coordination of Benefits ("COB") provision are defined as set forth below:
  - A) Allowable Expense means any dental care expense, including coinsurance or copayments and without reduction for any applicable deductible, that is covered in full or in part by any of the plans covering the Member. When coordinating benefits, any Secondary Plans must pay an amount which, together with the payment made by the Primary Plan, totals the Allowable Expenses.
  - B) **Claim Determination Period** means a benefit year. However, it does not include any part of a year during which a person has no coverage under this Plan.
  - C) Closed Panel Plan is a plan that provides dental benefits to Members through a panel of providers that have contracts with or are employed by the Plan and excludes dental benefits for services by other providers, except for emergency or referral by a panel member.
  - D) Coordination of Benefits COB means establishing the order that plans pay their claims and permits a secondary plan to reduce their benefits so that the combined benefits of all plans do not exceed the total allowable expenses.
  - E) Other Dental Plan is means any of the following which provides dental benefits, or services, for the following:
    - i) group, individual or blanket coverage;
    - ii) uninsured arrangements for group or group-type coverage;
    - iii) group type contracts;
    - iv) closed panel plans or other forms of group or individual coverage;
    - v) medical components of long-term care coverage;
    - vi) Medicare or other governmental benefits, as permitted by law.

#### Other Dental Plan does not include:

- Hospital indemnity or fixed payment coverage benefits or other fixed indemnity or payment coverage;
- ii) Accident coverage:
- iii) Specified disease or specified accident coverage;
- iv) Limited benefit health coverage;
- v) School accident and similar coverages that cover students for accidents only, including athletic injuries, either on a twenty-four-hour basis or on a "to and from school" basis;
- vi) Benefits provided in a long-term care insurance coverage policies for nonmedical services;
- vii) Medicare supplement policies;
- viii) State plan under Medicaid;
- ix) A governmental plan, which by law, provides benefits that are in excess of any privatein surance plan or other non-governmental plan.
- F) **Plan** means this document including all schedules and all riders thereto, providing dental care benefits to which this COB provision applies and which coordination may be allowed.
- G) **Primary Plan** is the plan which determines its benefits first and without considering the other plan's benefits. A plan that does not include a COB provision is the Primary Plan.
- H) **Secondary Plan** is the plan which determines its benefits after those of the other plan (Primary Plan). Benefits may be reduced because of the other plan's (Primary Plan) benefits.
- 2. The fair value of services provided by the Company will be considered to be the amount of benefits paid by the Company. The Company will be fully discharged from liability to the extent of such payment under this provision.
- 3. In order to determine which plan is primary, this Plan will use the following rules.
  - A) If the other plan does not have a provision similar to this one, then that plan will be primary.

- B) If both plans have COB provisions, the plan covering the Member as a primary insured is determined before those of the plan which covers the person as a Dependent.
- C) <u>Dependent Child/Parents Married or Living Together</u> -- The rules for the order of benefits for a Dependent child covered under more than one plan when the parents are married or are living together, whether or not they have ever been married:
  - 1) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year;
  - 2) If both parents have the same birthday month and day, then the benefits of the Member whose first name on the Certificate appears first in alphabetical order is determined first; or
  - 3) If the order of benefits cannot be determined as described in 1) or 2) above, then each plan must pay its pro-rata share of the claim.
  - 4) Any co-payments or deductibles are the responsibility of the Member.
  - 5) The word "birthday" refers only to month and day in a calendar year, not the year in which the person was born;
- D) <u>Dependent Child/Separated or Divorced Parents</u> -- If two or more plans cover a person as Dependent child of divorced or separated parents who are not living together whether or not they have ever been married, benefits for the child are determined in this order:
  - 1) If the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, that is the Primary Plan.
  - 2) If the parent who by court decree is responsible for the Dependent child's dental care expenses and coverage does not have dental care coverage, but that parent's spouse has dental coverage, then the parent's spouse's plan is the Primary Plan.
  - 3) If the court decree states that both parents are responsible for the Dependent child's dental care expenses or coverage, then the plans covering the child will follow the order of benefit determination rules outlined in Section 3.C. above.
  - 4) If a court decree states that the parents have joint custody without specifying which parent has financial responsibility or responsibility for dental care expenses or coverage, then the plans covering the child will follow the order of benefit determination rules outlined in Section 3.C. above.
  - 5) If there is no court decree allocating responsibility for the Dependent child's dental care expenses or dental care coverage, the order of benefits for the Dependent child is as follows:
    - (a) The plan covering the custodial parent, first;
    - (b) The plan covering the custodial parent's spouse, second
    - (c) The plan covering the noncustodial parent, third; and then
    - (d) The plan covering the noncustodial parent's spouse, last.
- E) <u>Dependent Child/Non-Parent Individuals</u> If a Dependent child is covered under more than one plan of individuals who are not the parents of the child, the order of benefits is determined, as applicable, under Sections 3. C. above.

#### F) Retired/Laid-Off Member

- The Plan that covers a person as an active employee that is an employee who is neither laid off nor retired, nor as a Dependent of an active employee is the Primary Plan. The Plan covering the same person as a retired or laid off employee or as a Dependent of a retired or laid off employee is the Secondary Plan.
- 2) If the Other Dental Plan does not have this rule and the Plans do not agree on the order of benefits, this rule does not apply.
- This section does not apply if the order of benefits can be determined by Section 3. C above.
- G) If the preceding rules do not determine the order of benefits, then the Plan which covered the Member for a longer period of time will be the Primary Plan and the Plan that covered the Member for the shorter period of time is the Secondary Plan

- 1) To determine the length of time a Member has been covered under a plan, two successive plans are treated as one if the Member was eligible under the second plan within twenty-four hours after coverage ended under the first plan.
- 2) The start of a new plan does not include:
  - (a) A change in the amount or scope of a plan's benefits;
  - (b) A change in the entity that pays, provides or administers the plan's benefits; or
  - (c) A change from one type of plan to another.
- 3) A Member's length of time covered under this Plan is measured from the first date of coverage under this Plan. If that date is not readily available, then the date the Member first became an employee of the group must be used as the date to determine the length of time the Members coverage under the present plan has been in force.
- H) If none of the above rules determine the Primary Plan, the allowable claim expenses shall be shared equally between the plans.
- I) The plan covering an individual as a COBRA continuee will be secondary to a plan covering that individual as a Member or a Dependent. If the Other Dental Plan does not have this rule, and the plans do not agree on the order of benefits then this rule does not apply. This section does not apply if the order of benefits can be determined by Section 3.A. above.

#### J) Other Provisions

- 1) As the conforming Plan if payment is made for benefits because a non-conforming Plan does not provide information needed to determine benefits within a reasonable time after it is requested to do so, this Plan will assume the benefits of the non-conforming Plan are identical and shall pay the benefits accordingly. If within three years of payment this Plan receives information about the actual benefits of the non-conforming Plan, this Plan will adjust the payment accordingly.
- 2) If the Plans are unable to agree on the order of benefits within 30 days calendar days of receipt of the information needed to pay the claim then the claim must immediately be paid in equal shares, however the Plans are not required to pay more than it would have paid as the Primary Plan. The Plans may determine their obligation for the claim after payment.
- 4. <u>Right to Receive and Release Needed Information</u> -- Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Any health information furnished to a third party will be released in accordance with federal law. Each person claiming benefits under This Plan must give any facts needed to pay the claim.
- 5. Facility of Payment -- A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Company may pay the amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan, and the Company will not 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 services prepaid by the Company.
- 6. Right of Recovery -- If the payment made by the Company is more than it should have paid under this COB provision, the Company may recover any amount paid to a provider or a Member if:
  - a. the claim is fraudulent;
  - b. within 24 months for the amount improperly paid for a COB error;
  - c. within 12 months of the amount improperly paid for any other reason other than a. or b. above;

d. within 36 months of the amount improperly paid when the improper payment was due to a recovery by Medicaid, Medicare, the Children's Health Insurance Program or any other state or federal health care program.

The following is added to the "CONTINUATION OF COVERAGE" section of the Certificate:

If your employer is not required to offer continuation coverage under federal law, the Company will provide continuation coverage when a Member loses coverage under the Plan as detailed in this section. Continuation coverage shall be identical to the coverage provided to other similarly situated Members of your Group that are still covered by the Plan. Normal Premium rate increases or decreases affecting the Plan upon renewal may affect the continuation premium rate. However, the Premium rate for continuation coverage cannot exceed 102% of the Group Premium rate in effect, including the Group's contribution, for Members of your Group. The effective date of continuation coverage will be the date your coverage under the Plan ceased.

#### Periods of Coverage:

When the Certificate Holder has been continuously covered under the Policyholder's insurance policy for at least three months immediately prior to loss of coverage under the Group Policy, the Certificate Holder and his/her enrolled Dependents may elect to continue coverage for a period of 12 months if a Member(s) loses coverage under the Plan for one of the following reasons:

- Voluntary or involuntary employment termination of the Certificate Holder;
- Retirement of the Certificate Holder:
- Sabbatical, leave of absence, or reduction in work hours for the Certificate Holder;
- Death of the Certificate Holder;
- Disability of the Certificate Holder;
- The divorce or legal separation from the Certificate Holder;
- A Dependent child ceasing to be a Dependent child.

Your continuation coverage may extend beyond the 12 month time period to include the period of time you are eligible for Premium assistance under section 3001 of the federal American Recovery and Reinvestment Act of 2009, as amended.

The right to elect continuation coverage does not apply if the Certificate Holder:

- Fails to pay premiums or contributions according to the terms of the Group Policy;
- Acquires other group coverage that includes coverage of all preexisting conditions;
- Performs an act or practice constituting fraud in connection with the coverage;
- Intentionally misrepresents material facts under the terms of the coverage;
- Is terminated from employment for gross misconduct;
- Is eligible for any continuation of coverage required by federal law:
- Establishes residence outside of Utah;
- Is eligible for similar coverage under another group insurance policy;
- Is terminated from coverage because the Policyholder's coverage is terminated under this Group Policy; or
- Elects alternative coverage as may be available under state or federal law.

#### **Required Notifications:**

Within 30 days of termination of your coverage under the Plan, the Policyholder must notify you in writing of your continuation coverage rights and payment requirements, including manner, place and time in which the payments must be made. The Company will give you the opportunity to continue coverage if: the Policyholder does not provide the required notice; you are eligible for continuation coverage; and you contact the Company within 60 days of coverage termination under the Plan.

#### Termination of Continuation Coverage:

Continuation coverage will end before 12 months if the Member:

- Establishes residence outside of Utah;
- Fails to pay premium or contributions in accordance with the terms of the Group Policy, including any timeliness requirements;
- Performs an act or practice constituting fraud in connection with the coverage;
- Intentionally misrepresents material facts under the terms of the coverage;
- Becomes eligible for similar coverage under another group insurance policy; or
- Is terminated from coverage because the Policyholder's Group Policy is terminated.

The following provision and subsection "Limitation of Action" is added to the "GENERAL PROVISIONS" Section of the Certificate:

The pertinent laws and regulations for interpretation and enforcement of the Certificate are the laws and regulations of Utah.

#### **Limitation of Actions**

No action at law or in equity shall be brought to recover on this Certificate to compel payment hereunder until at least 60 days after proof of loss has been furnished as required by this Certificate or such proof of loss has been waived, or the We have denied full payment, whichever is earlier. This subsection does not apply in any case in which the verified complaint alleges facts that would establish prejudice to the complainant by reason of such delay, other than the delay itself. No such action shall be brought after the expiration of 3 years after the time a claim is required to be filed. The period of limitation is tolled during the period in which the parties conduct an appraisal or arbitration procedure prescribed by the Policy, by law or as agreed by the parties.

7

#### FEDERAL LAW SUPPLEMENT

TO

#### CERTIFICATE OF INSURANCE

This Supplement amends your Certificate by adding the following provisions regarding special enrollment periods and extended coverage requirements currently mandated or that may be mandated in the future under federal law.

You may enroll for dental coverage at any time for yourself and your dependents if:

- (1) You or your dependent either loses eligibility for coverage under Medicaid or the Children's Health Insurance Program ("CHIP"); or
- (2) You or your dependent becomes eligible for premium assistance from Medicaid or CHIP allowing enrollment in a benefit program.

In order to enroll, you must submit complete enrollment information to your group or its plan administrator within sixty (60) days from your or your dependent's loss of coverage or eligibility for premium assistance, as the case may be.

Other special enrollment periods and rights may apply to you or your dependents under new or existing federal laws. Consult your group, its plan administrator or your group's summary plan description for information about any new or additional special enrollment periods, enrollment rights or extended coverage periods for dependents mandated under federal law.

#### **UNITED CONCORDIA**

#### **ADDENDUM**

TO

#### **GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

In-Network Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The In-Network Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. In-Network Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

Out-of-Network Maximum Allowable Charges are determined as a percentile of dentist charges for Covered Services by grouping the 90th percentile of dentist charges into different geographical areas. The Out-of-Network Maximum Allowable Charges at the indicated percentile in the geographical area of the dental office are used to calculate the Company's payment on Non-Participating Dentist claims. The source of the dentist charge data is select charge data purchased by the Company supplemented where necessary by internal claim data. Out-of-Network Maximum Allowable Charges are updated periodically.

United Concordia Insurance Company

F.G. Chip Marke

Authorized Officer

## **Schedule of Benefits**

Concordia Flex sm

Group Name: Cerro Wire LLC

	<u>Plan Pays</u>
Class I Services	
• Exams	100%
All X-Rays	100%
Cleanings & Fluoride Treatments	100%
Sealants	100%
Palliative Treatment (Emergency)	100%
Space Maintainers	100%
Class II Services	
Basic Restorative (Fillings, etc.)	80%
Endodontics	80%
Non-Surgical Periodontics	80%
Repairs of Crowns, Inlays, Onlays	80%
Repairs of Bridges	80%
Denture Repair	80%
Simple Extractions	80%
Surgical Periodontics	80%
Complex Oral Surgery	80%
General Anesthesia	80%
Class III Services	
<ul> <li>Inlays, Onlays, Crowns</li> </ul>	60%
Prosthetics (Bridges, Dentures)	60%
Orthodontics	
Diagnostic, Active, Retention Treatment	50%
Limited to Dependent children under the age of 19	

#### Deductibles & Maximums

- \$50 per Calendar Year Deductible per Member (excluding Class I Services and Orthodontics) not to exceed \$150 per family
- \$2000 per Calendar Year Maximum per Member
- \$1000 Lifetime Maximum per Member for Orthodontics

All services on this Schedule of Benefits are subject to the Schedule of Exclusions and Limitations. Consult Your Certificate for more details on the services listed.

Participating Dentists accept the Maximum Allowable Charge as payment in full.

#### SCHEDULE OF EXCLUSIONS AND LIMITATIONS

# THIS PLAN DOES NOT MEET THE MINIMUM ESSENTIAL HEALTH BENEFIT REQUIREMENTS FOR PEDIATRIC ORAL HEALTH AS REQUIRED UNDER THE FEDERAL AFFORDABLE CARE ACT.

Exclusions and limitations may differ by state as specified below. Only American Dental Association procedure codes are covered.

#### **EXCLUSIONS** – The following services, supplies or charges are excluded:

- 1. Started prior to the Member's Effective Date or after the Termination Date of coverage under the Group Policy (for example but not limitation, multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures).
- 2. For house or hospital calls for dental services and for hospitalization costs (facility-use fees).
- 3. That are the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third-party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.
  - For Group Policies issued and delivered in Georgia, Missouri and Virginia, only services that are the responsibility of Workers' Compensation or employer's liability insurance shall be excluded from this Plan.
  - For Group Policies issued and delivered in North Carolina, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are excluded only to the extent such services or supplies are the liability of the employee according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.
  - For Group Policies issued and delivered in Maryland, this exclusion does not apply.
- 4. For prescription and non-prescription drugs, vitamins or dietary supplements.
  - For Group Policies issued and delivered in Arizona and New Mexico, this exclusion does not apply.
- 5. Administration of nitrous oxide and/or IV sedation, unless specifically indicated on the Schedule of Benefits.
  - For Group Policies issued and delivered in Washington, this exclusion does not apply when required dental services and procedures are performed in a dental office for covered persons under the age of seven (7) or physically or developmentally disabled.
  - For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.
- 6. Which are Cosmetic in nature as determined by the Company (for example but not limitation, bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures).
  - For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.
  - For Group Policies issued and delivered in New Jersey, this exclusion does not apply for Cosmetic services for newly born children of Members.
  - For Group Policies issued and delivered in Washington, this exclusion does not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.
- 7. Elective procedures (for example but not limitation, the prophylactic extraction of third molars).
- 8. For congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthogonathic surgery including orthodontic treatment).
  - For Group Policies issued and delivered in Kentucky, Minnesota and Pennsylvania, this exclusion shall not apply to newly born children of Members including newly adoptive children, regardless of age.
  - For Group Policies issued and delivered in Colorado, Hawaii, Indiana, Missouri, New Jersey and Virginia, this exclusion shall not apply to newly born children of Members.
  - For Group Policies issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.
  - For Group Policies issued and delivered in Washington, this exclusion shall not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

- For dental implants and any related surgery, placement, restoration, prosthetics (except single implant crowns), maintenance and removal of implants unless specifically covered under the Schedule of Benefits or a Rider.
- 10. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under the Certificate. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in New York, diagnostic services and treatment of jaw joint problems related to a medical condition are excluded unless specifically covered under the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of temporomandibular joint disorder (TMD) rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease or injury and such procedures are covered under the Certificate or the Schedule of Benefits.

For Group Policies issued and delivered in Minnesota, this exclusion does not apply.

11. For treatment of fractures and dislocations of the jaw.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

- 12. For treatment of malignancies or neoplasms.
- 13. Services and/or appliances that alter the vertical dimension (for example but not limitation, full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
- 14. Replacement or repair of lost, stolen or damaged prosthetic or orthodontic appliances.
- 15. Preventive restorations.
- 16. Periodontal splinting of teeth by any method.
- For duplicate dentures, prosthetic devices or any other duplicative device.
- 18. For which in the absence of insurance the Member would incur no charge.
- 19. For plaque control programs, tobacco counseling, oral hygiene and dietary instructions.
- 20. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the National Guard or in the Armed Forces of any country or international authority.
  - For Group Policies issued and delivered in Oklahoma, this exclusion does not apply.
- 21. For treatment and appliances for bruxism (night grinding of teeth).
- 22. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.

For Group Policies issued and delivered in Maryland, failure to furnish the claim within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible, and, except in the absence of legal capacity of the Member, not later than one (1) year from the time the claim is otherwise required.

- 23. Incomplete treatment (for example but not limitation, patient does not return to complete treatment) and temporary services (for example but not limitation, temporary restorations).
- 24. Procedures that are:
  - part of a service but are reported as separate services; or
  - reported in a treatment sequence that is not appropriate; or
  - misreported or that represent a procedure other than the one reported.
- 25. Specialized procedures and techniques (for example but not limitation, precision attachments, copings and intentional root canal treatment).
- 26. Fees for broken appointments.
- 27. Those specifically listed on the Schedule of Benefits as "Not Covered" or "Plan Pays 0%".

28. Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of the Company will apply.

## LIMITATIONS – Covered services are limited as detailed below. Services are covered until 12:01 a.m. of the birthday when the patient reaches any stated age:

- 1. Full mouth x-rays one (1) every 5 year(s).
- 2. Bitewing x-rays one (1) set(s) per 12 months under age nineteen (19) and one (1) set(s) per 18 months age nineteen (19) and older.
- 3. Oral Evaluations:
  - Comprehensive and periodic two (2) of these services per 12 months. Once paid, comprehensive evaluations are not eligible to the same office unless there is a significant change in health condition or the patient is absent from the office for three (3) or more year(s).
  - Limited problem focused and consultations one (1) of these services per dentist per patient per 12 months.
  - Detailed problem focused one (1) per dentist per patient per 12 months per eligible diagnosis.
- 4. Prophylaxis two (2) per 12 months. One (1) additional for Members under the care of a medical professional during pregnancy.
- 5. Fluoride treatment one (1) per 12 months under age fourteen (14).
- 6. Space maintainers one (1) per five (5) year period for Members under age fourteen (14) when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not, develop.
- 7. Sealants one (1) per tooth per 3 year(s) under age sixteen (16) on permanent first and second molars.
- 8. Prefabricated stainless steel crowns one (1) per tooth per lifetime for Members under age fourteen (14).
- Periodontal Services:
  - Full mouth debridement one (1) per lifetime.
  - Periodontal maintenance following active periodontal therapy two (2) per 12 months in addition to routine prophylaxis.
  - Periodontal scaling and root planing one (1) per 36 months per area of the mouth.
  - Surgical periodontal procedures one (1) per 36 months per area of the mouth.
  - Guided tissue regeneration one (1) per tooth per lifetime.
- 10. Replacement of restorative services only when they are not, and cannot be made, serviceable:
  - Basic restorations not within 24 months of previous placement of any basic restoration.
  - Single crowns, inlays, onlays not within 5 year(s) of previous placement of any of the procedures in this
    category.
  - Buildups and post and cores not within 5 year(s) of previous placement of any of the procedures in this category.
  - Replacement of natural tooth/teeth in an arch not within 5 year(s) of a fixed partial denture, full denture or partial removable denture.
- 11. Denture relining, rebasing or adjustments are considered part of the denture charges if provided within 6 months of insertion by the same dentist. Subsequent denture relining or rebasing limited to one (1) every 3 year(s) thereafter.
- 12. Pulpal therapy one (1) per eligible tooth per lifetime only when there is no permanent tooth to replace it.
- 13. Root canal retreatment one (1) per tooth per lifetime.
- 14. Recementation one (1) per 3 year(s). Recementation during the first 3 year(s) following insertion of any preventive, restorative or prosthodontic service by the same dentist is included in the preventive, restorative or prosthodontic service benefit.
- 15. An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed under this ABP.
- 16. Payment for orthodontic services shall cease at the end of the month after termination by the Company.

This limitation does not apply to Group Policies issued and delivered in Maryland.

## 17. Intraoral Films:

- Periapical four (4) per 12 months per dentist if not performed in conjunction with definitive procedure(s).
  Occlusal two (2) per 24 months under age eight (8).
- 18. General anesthesia and IV sedation: a total of sixty 60 minutes per session.