

## **City of Phoenix**

CIGNA DENTAL PREFERRED  
PROVIDER INSURANCE  
Retiree Plan

**EFFECTIVE DATE:** January 1, 2025

CN062  
2464882

This document printed in December, 2024 takes the place of any documents previously issued to You which described Your benefits.

Printed in U.S.A.



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*Home Office: Bloomfield, Connecticut  
Mailing Address: Hartford, Connecticut 06152*

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**

a Cigna company (hereinafter referred to as “Cigna”, “We”, “Us”, or “Our”) certifies that it insures certain Employees for the benefits provided by the following Policy(ies):

**POLICYHOLDER:** City of Phoenix

**GROUP POLICY(S) — INSURANCE**

2464882 - RDPPPO CIGNA DENTAL PREFERRED PROVIDER INSURANCE

**EFFECTIVE DATE:** January 1, 2025

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

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



*Geneva Cambell Brown, Corporate Secretary*

### **Explanation of Terms**

You will find terms starting with capital letters throughout Your Certificate. To help You understand Your benefits, most of these terms are defined in the Definitions section of Your Certificate.

### **The Schedule**

**The Schedule is a brief outline of Your maximum benefits which may be payable under Your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.**



## Important Notices

### Discrimination is Against the Law

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

Cigna:

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

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

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

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

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@cigna.com](mailto:ACAGrievance@cigna.com). 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: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

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

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

HC-NOT96

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### Proficiency of Language Assistance Services

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

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

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

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

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

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

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

Arabic – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY : اتصل ب 711).

**French Creole – ATANSYON:** Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

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

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

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

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

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

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

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

## Important Notice

This notice is to advise You that You can obtain a replacement Appeals Process Information Packet by calling the Customer Service Department at the telephone number listed on Your identification card for "Claim Questions/Eligibility Verification" or for "Member Services" or by calling 1-800-244-6224.

The Information Packet includes a description and explanation of the appeal process for Cigna.

## How To File A Claim

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

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

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

1-(800) CIGNA24 (1-800-244-6224)

### CLAIM REMINDERS

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

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

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



## Timely Filing Of Claims

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

- 12 months for both In-Network and Out-of-Network claims after services are rendered. If services are rendered on consecutive days, the limit will be counted from the last date of service. If claims are not submitted to Us within the timeframe shown above, the claim will not be considered valid and will be denied. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

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

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

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## Eligibility - Effective Date

### Eligible Class

Each Retiree as reported to Us by Your former Employer.

### Eligibility for Dental Insurance

You will become eligible for insurance on the date You retire if You are in an Eligible Class when you retire.

### Effective Date of Retiree Insurance

You will become insured on:

- the date that:
  - You become a Retiree and You elect the insurance by:
    - signing a written agreement with Your former Employer to make the required contribution, but no earlier than the date You become eligible.

To be insured for these benefits, You must elect the insurance for Yourself no later than 30 days after Your retirement.

### Late Entrant

You are a Late Entrant if:

- You elect the insurance more than 30 days after You initially become eligible; or

- You again elect it after You cancel Your payroll deduction (if required).

If You are a Late Entrant:

- You will not be able to enroll in the plan, until the next enrollment period, except due to a life status change event.

### Reinstatement of Benefits for Military Returnees

If Your coverage ends when You are called to active duty and You are reemployed by Your current Employer, coverage for You and Your Dependents (including a Dependent born during the period of active military duty) may be reinstated if You applied for reinstatement within 90 days from the date of discharge or within one year of hospitalization continuing after discharge.

You and Your Dependents will be subject to only the balance of a Pre-existing Conditions Limitation (PCL) or waiting period, if any, that was not yet satisfied before the leave began. Any 63-day break in coverage rule regarding credit for time accrued toward a PCL waiting period will be waived.

### Dependent Insurance

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

### Eligibility for Dependent Insurance

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

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

### Effective Date of Dependent Insurance

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

Your Dependents will be insured only if You are insured.

### Late Entrant - Dependent

You are a Late Entrant for Dependent Insurance if:

- You elect that insurance more than 30 days after You initially become eligible for it; or
- You again elect it after You cancel Your payroll deduction (if required).





If You are a Late Entrant:

- You will not be able to enroll in the plan, until the next enrollment period, except due to a life status change event.

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

Any Dependent child born, placed for adoption or for whom the application and approval procedures for adoption pursuant to section 8-105 or 8-108 have been completed, while You are insured will become insured on the date of the child's birth, placement for adoption or completion of approval procedures for adoption if You elect Dependent Insurance no later than 31 days after the child's birth, placement for adoption, or completion of approval procedures for adoption. If You do not elect to insure the child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

### **Exception for Newborns**

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

### **Dual Eligibility**

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

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## **Combined Dental Option Plans**

### **Important Information about Your Dental Plan**

When You elected Dental Insurance for Yourself and Your Dependents, You elected one of the two options offered:

- Cigna Dental Care; or
- Cigna Dental Preferred Provider

Details of the benefits under each of the options are described in separate certificates/booklets.

When electing an option initially or when changing options as described below, the following rules apply:

- You and Your Dependents may enroll for only one of the options, not for multiple options at the same time.
- Your Dependents will be insured only if You are insured and only for the same option.

### **Change in Option Elected**

If Your plan is subject to Section 125 (an IRS regulation), You are allowed to change options only at Open Enrollment or when You experience a life status change.

If Your plan is not subject to Section 125, You are allowed to change options at any time.

Consult Your plan administrator for the rules that govern Your plan.

### **Effective Date of Change**

If You change options during open enrollment, You (and Your Dependents) will become insured on the Effective Date of the plan. If You change options other than at open enrollment (as allowed by Your plan), You will become insured on the first day of the month after the transfer is processed.

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## Covered Dental Expenses

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

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

### Alternate Benefit Provision

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

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

### Predetermination of Benefits

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

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

The following section lists Covered Dental Services. We may agree to cover expenses for a service not listed. To be considered the service should be identified using the American Dental Association Uniform Code of Dental Procedures and Nomenclature, or by description and then submitted to Us.

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### Payment Option

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

#### Dental PPO – Participating and Non-Participating Provider Payment

Plan payment for a Covered Dental Service delivered by a Participating Provider is the Contracted Fee for that procedure, times the benefit percentage that applies to the class of service, as specified in The Schedule. The Covered Person is responsible for the balance of the Contracted Fee.

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

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### Missing Tooth Limitation

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

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

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06-21



## Cigna Dental Preferred Provider Insurance

### The Schedule

#### Benefits For You and Your Dependents

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

#### Emergency Services

The Benefit Percentage for Emergency Services incurred for charges made by a Non-Participating Provider is the same Benefit Percentage as for Participating Provider charges.

#### Deductibles

Deductibles are expenses to be paid by You or Your Dependent. Deductibles are in addition to any Coinsurance. Once the Deductible maximum in The Schedule has been reached You and Your family need not satisfy any further dental deductible for the rest of that year.

#### Participating Provider Payment

Services are paid based on the Contracted Fee that is agreed to by the provider and Us. Based on the provider's Contracted Fee, a higher level of plan payment (shown below as "The Percentage of Covered Expenses the Plan Pays") may be made to a Participating Provider resulting in a lower payment responsibility for You. To determine how Your Participating Provider compares refer to Your provider directory.

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

#### Non-Participating Provider Payment

##### Benefit Payment

Services are paid based on the Maximum Reimbursable Charge. For this plan, the Maximum Reimbursable Charge is calculated at the 90th percentile. See definition section for further explanation of Maximum Reimbursable Charge.

BENEFIT MAXIMUMS AND DEDUCTIBLES	TOTAL PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
<b>Classes I, II, III, IX Combined Calendar Year Maximum</b>		\$2,000
<b>Calendar Year Deductible</b>		
Individual		\$50 per person Not Applicable to Class I
Family Maximum		\$150 per family Not Applicable to Class I
Expenses incurred for either Participating or Non-Participating Provider charges will be used to satisfy both the Participating and Non-Participating Provider Deductibles shown in the Schedule.		



BENEFIT MAXIMUMS AND DEDUCTIBLES	TOTAL PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Benefits Paid for Participating and Non-Participating Provider Services will be applied toward both the Participating and Non-Participating maximum shown in the Schedule.		

BENEFIT HIGHLIGHTS	TOTAL PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
<b>Class I</b> Preventive Care	<b>The Percentage of Covered Expenses the Plan Pays</b> 80%	<b>The Percentage of Covered Expenses the Plan Pays</b> 80%
<b>Class II</b> Basic Restorative	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible
<b>Class III</b> Major Restorative	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible
<b>Class IX</b> Implants	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible	<b>The Percentage of Covered Expenses the Plan Pays</b> 80% after plan deductible

## Covered Dental Services

Teledentistry services are covered only when administered in conjunction with procedures and services which are covered under this plan. Covered Dental Services delivered through teledentistry are covered to the same extent We cover services rendered through in-person contact including the same cost-share, frequency limitations or any applicable benefit maximums or lack thereof.

### Class I Services – Diagnostic and Preventive

Clinical oral evaluation – limited to 2 per person per Calendar Year. All oral cleaning services cross accumulate for frequency limit.

Palliative treatment of dental pain, per visit - unlimited. Covered as a separate benefit and administrated at the In-Network coinsurance percentage only if no other services, other than exam and radiographic images, were performed during the visit.

Full mouth or panoramic radiographic images – limited to 1 per person, including panoramic images, in any 36 consecutive months.

Bitewing radiographic images – limited to 2 sets per person per Calendar Year.

Extraoral posterior radiographic images – limited to 1 image in any Calendar Year.

Prophylaxis (Cleaning) – limited to 2 per person per Calendar Year. Oral cleaning services include prophylaxis, periodontal maintenance, or scaling in the presence of gingival inflammation; all oral cleaning services cross accumulate for frequency limit.

Periodontal maintenance procedures (following active therapy) – limited to 2 per person per Calendar Year. Oral cleaning services include prophylaxis, periodontal maintenance, and scaling in the presence of gingival inflammation; all oral cleaning services cross accumulate for frequency limit.

Topical application of fluoride (excluding prophylaxis) – for a person less than 19 years old. Limited to 1 per person per Calendar Year.

Sealant, per tooth, on an unrestored primary and permanent bicuspid or molar tooth only for a person less than 14 years old - limited to 1 treatment per tooth in any 36 consecutive months.

Caries medicament application – limited to 2 per tooth in any 1 Calendar Year.

Space Maintainers - limited to non-Orthodontic Treatment for prematurely removed or missing teeth for a person less than 19 years old.

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### Class II Services – Basic Restorations, Periodontics, Endodontics, Oral Surgery, Prosthodontic Maintenance

Amalgam restorations – unlimited. Multiple restorations on one surface will be treated as a single restoration. The replacement of any amalgam restoration involving the same surface(s) on the same tooth, by the same Dentist or a different Dentist in the same office, within a 12 consecutive month period is considered as part of the charges for the initial placement.

Resin-based composite restoration – unlimited. Multiple restorations on one surface will be treated as a single restoration. The replacement of any amalgam restoration involving the same surface(s) on the same tooth, by the same Dentist or a different Dentist in the same office, within a 12 consecutive month period is considered as part of the charges for the initial placement.

Pin Retention - Covered only in conjunction with amalgam or resin-based composite restoration. Payable one time per restoration regardless of the number of pins used.

Hydroxyapatite regeneration -limited to 1 service per tooth per consecutive 36 months.

Root canal therapy - any radiographic images, test, laboratory exam or follow-up care is part of the allowance for root canal therapy and not a separate Covered Dental Service.

Root canal therapy, retreatment - unlimited - covered only if more than 6 consecutive months have passed since the original endodontic therapy and only if necessity is confirmed by professional review.

Gingivectomy or gingivoplasty - unlimited.

Gingival flap procedure - including root planing - unlimited.

Clinical crown lengthening - hard tissue - unlimited.

Osseous surgery - flap entry and closure is part of the allowance for osseous surgery and not a separate Covered Dental Service - unlimited.

Bone replacement graft - unlimited.

Guided tissue regeneration - per site, per natural tooth – unlimited.

Pedicle soft tissue graft - unlimited.

Mesial/Distal wedge procedure (when not performed in conjunction with surgical procedures in the same anatomical area) - unlimited.

Free soft tissue graft (including recipient and donor surgical sites) - unlimited.

Autogenous connective tissue graft procedure (including donor and recipient surgical site surgery) - unlimited.

Non-autogenous connective tissue graft (including recipient site and donor material) - unlimited.

Removal of non-resorbable barrier - unlimited. Removal of a non-resorbable barrier is considered inclusive to guided tissue regenerative services, unless performed by a Dentist other than the Dentist who installed it.

Periodontal scaling and root planing - full mouth - unlimited.

Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation. Limited to 2 per Calendar Year. Oral cleaning services include prophylaxis, periodontal maintenance, and scaling in the presence of gingival inflammation; all oral cleaning services cross accumulate for frequency limit.

Full Mouth Debridement - limited to one per lifetime.

Adjustments to complete and partial dentures within 6 months of its installation is part of the allowance for adjustments and is not a separate Covered Dental Service.

Repairs to complete and partial dentures within 6 months of its installation is part of the allowance for repairs and is not a separate Covered Dental Service.

Rebasing dentures - limited to rebasing done more than 6 months after the initial insertion, and then not more than one time in any 36 month period.

Relining dentures - limited to relining done more than 6 months after the initial insertion, and then not more than one time in any 36 month period.

Soft Liner - Complete or Partial Removable Dentures - limited to services done more than 6 months after the initial insertion, and then not more than one time in any 36 month period.

Tissue conditioning - maxillary or mandibular.

Re-cement or re-bond crown, inlays, onlays, veneer or partial coverage restoration, fixed partial denture, indirectly fabricated or prefabricated post and core. Limited to repairs performed more than 6 consecutive months after the initial insertion.

Crown repair and fixed partial dental repair. Limited to repairs performed more than 6 consecutive months after the initial insertion.

Re-cement fixed partial denture/bridge - limited to repairs done more than 6 months after the initial insertion.

Routine extractions.

Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth.

Removal of impacted tooth, soft tissue, partially bony, completely bony.

Removal of residual tooth roots - 1 per tooth per lifetime.

Coronectomy - 1 per lifetime.

Biopsy of oral tissue.

Brush biopsy.

Alveoloplasty.

Vestibuloplasty.

Excision of benign cysts/lesions.

Removal of exostosis (maxilla or mandible).

Removal of torus services.

Incision and drainage.

Frenectomy/Frenuloplasty.

Excision of hyperplastic tissue - per arch or pericoronal gingiva.

Local anesthetic, analgesic and routine postoperative care for dental procedures are not separately reimbursed but are considered as part of the submitted fee for the global procedure.

General anesthesia - Paid as a separate benefit only when Medically Necessary and/or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with procedures which are covered under this plan.

I. V. Sedation - Paid as a separate benefit only when Medically Necessary and/or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with procedures which are covered under this plan.

Consultation – diagnostic service provided by dentist or physician other than the requesting dentist or physician.

### **Class III Services - Major Restorations, Dentures and Bridgework**

Crowns – Initial placement of a crown is covered only when the tooth cannot be restored by an amalgam or resin-based composite restoration due to major decay or fracture.

Replacement of a crown within 5 Calendar Years after the date it was originally installed is not covered.

Stainless steel crowns, resin crowns - covered only when the tooth cannot be restored by an amalgam or resin-based composite restoration.

Inlays - covered only when the tooth cannot be restored by an amalgam or resin-based composite restoration due to major decay or fracture.

Onlays - covered only when the tooth cannot be restored by an amalgam or resin-based composite restoration due to major decay or fracture.

Core buildup, including any pins.

Post/post and core - covered only for endodontically treated teeth when there is insufficient tooth structure to retain the final restoration.

Complete dentures – limited to 1 complete denture per arch within 5 Calendar Years.

Partial Dentures – limited to 1 partial denture per arch within 5 Calendar Years.

Overdentures - complete and partial - limited to 1 denture per arch per 5 Calendar Years.

Fixed partial dentures/bridges, inlays and onlays (pontics and retainer crowns) – replacement is limited to 1 service per tooth per 5 Calendar Years if the previous fixed partial denture/bridges is not serviceable and cannot be repaired.

Temporary clear appliance – limited to 1 service per arch per 12 consecutive months.

Prosthesis Over Implant - A prosthetic device, supported by an implant or implant abutment is a Covered Dental Expense.

Replacement of any type of prosthesis with a prosthesis supported by an implant or implant abutment is only payable if the existing prosthesis is at least 5 Calendar Years old, is not serviceable and cannot be repaired.

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### **Class IX Services – Implants**

Covered Dental Expenses include: the surgical placement of the dental implant body; the surgical implant index or surgical template guide used for implant surgery; implant abutment(s)

and/or connecting bar(s); periodontal/peri-implant and/or maintenance services specifically related to a dental implant; and/or removal of an existing implant(s). Implant removal is covered only if the implant is not serviceable and cannot be repaired.

Implant coverage may have a separate deductible amount, yearly maximum and/or lifetime maximum as shown in The Schedule.

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## **General Limitations and Expenses Not Covered**

### **General Limitations**

For limitations on specific Covered Dental Services, please see the Covered Dental Services.

- any treatment received outside of the United States is not covered unless the treatment is a Covered Dental Service under the plan. Any benefits for services received outside of the United States will be subject to the limitations, if any, stated under the Covered Dental Services and paid based on the Out-of-Network reimbursement shown in The Schedule;
- replacement of a partial denture, complete denture, fixed bridge, any prosthesis over implant, or the addition of teeth to a partial denture is not covered, unless the replacement is needed due to a Medically Necessary and/or Dentally Necessary extraction of an additional Functioning Natural Tooth while the person is covered under this plan;
- replacement of a crown, bridge, onlay, post/post and core, or other laboratory prepared or CAD/CAM prepared restoration, partial denture, or complete denture within the frequency limitation stated under the Covered Dental Services is not covered unless:
  - the replacement is made necessary by the placement of an original opposing complete denture or the Medically Necessary and/or Dentally Necessary extraction of a Functioning Natural Tooth; or
  - the crown, bridge, onlay, post/post and core, other laboratory prepared or CAD/CAM prepared restoration, partial denture, or complete denture while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- replacement of any amalgam or resin-based composite restoration involving the same surface(s) on the same tooth by the same Dentist or a different Dentist in the same office

within the frequency limitation stated under the Covered Dental Services is not covered;

- a combination of radiographic images (such as ten or more periapical radiographic images; or a panoramic radiographic image with bite-wing radiographic images) completed on the same date of service will not be covered when the allowance meets or exceeds the allowance for an intraoral complete series of radiographic images. Plan reimbursement will be based on an intraoral complete series;
- Cone Beam CT;
- localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth. Allowable only on teeth with both periodontal pocket depths of 5 mm or greater and a prior history of periodontal therapy. Not allowable when more than eight (8) of these procedures are reported on the same date of service;
- tissue preparation such as gingivectomy/gingivoplasty or crown lengthening as a separate allowance on the same date as a restoration on the same tooth;
- when covered by Your plan, any prosthesis over an implant is subject to the same exclusions, limitations, and frequency limitations as standard traditional restorative, fixed and removable prosthetics;
- Covered Dental Services to the extent that billed charges exceed the rate of reimbursement as described in The Schedule;
- any replacement of a crown, bridge, partial denture, or complete denture which is or can be made usable according to commonly accepted dental standards;
- crowns, inlays, cast restorations, or other laboratory prepared or CAD/CAM prepared restorations on teeth unless the tooth cannot be restored with an amalgam or resin-based composite restoration due to major decay or fracture;

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

## **Expenses Not Covered**

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

- any services not stated under Covered Dental Services and The Schedule;
- procedures that are deemed to be medical services or are a covered expense under any other medical plan which provides group hospital, surgical, or medical benefits whether or not on an insured basis;
- any charges, including ancillary charges, for services and supplies received from a hospital, outpatient facility, ambulatory surgical center or similar facility;
- charges incurred due to injuries which are intentionally self-inflicted;
- charges for or in connection with an injury or illness arising out of, or in the course of any employment for wage or profit;
- charges for or in connection with an injury or illness which is covered under any workers' compensation or similar law;
- charges made by a hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected condition;
- services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;
- consultations and/or evaluations associated with services that are not covered;
- cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance) which may include but is not limited to the following: bleaching (tooth whitening), in office and/or at home, enamel microabrasion, odontoplasty, facings, repairs to facings or replacement of facings on crowns or bridge units on molar teeth will always be considered cosmetic;
- replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances, if orthodontics is covered) that have been lost, stolen, or damaged due to patient abuse, misuse, or neglect;
- procedures, services, supplies, restorations, or appliances (except complete dentures), whose sole or primary purpose is to change or maintain vertical dimension;
- procedures, services, supplies, restorations or appliances whose main purpose is to diagnose or treat jaw joint problems, including dysfunction of the temporomandibular joint and craniomandibular disorders, or other conditions of the joints linking the jawbone and skull, including the



- complex muscles, nerves and other tissues related to that joint;
- the restoration of teeth which have been damaged by erosion, attrition, abfraction or abrasion;
  - bite registration or bite analysis;
  - precision or semi-precision attachments;
  - any procedure, service, supply or appliance used primarily for the purpose of splinting;
  - porcelain, ceramic, resin, or acrylic materials on crowns or pontics on, or replacing the upper or lower first, second and/or third molars;
  - services to correct congenital malformations, including the replacement of congenitally missing teeth;
  - procedures, restorations, appliances or services to stabilize periodontally involved teeth;
  - myofunctional therapy;
  - replacement of a partial denture or complete denture which can be made serviceable;
  - prescription drugs;
  - treatment of jaw fractures and/or orthognathic surgery;
  - Orthodontic Treatment;
  - the treatment of cleft lip and cleft palate;
  - charges for sterilization of equipment, infection control processes and procedures, disposal of medical waste or other requirements mandated or recommended by the Centers for Disease Control and Prevention (CDC), OSHA or other regulatory agencies; We consider these to be incidental to and part of the charges for services provided and not separately chargeable;
  - charges for travel time; transportation costs;
  - diagnostic casts, diagnostic models or study models;
  - personal supplies, including but not limited to toothbrushes, rotary toothbrushes, floss holders, and water irrigation devices;
  - oral hygiene instructions, tobacco counseling, substance use counseling, and nutritional counseling;
  - charges for broken appointments; completion of claim forms; duplication of radiographic images and/or exams required by a third party;
  - charges for treatment or surgery that does not meet plan guidelines;
  - general anesthesia or intravenous sedation when used for the purposes of anxiety control or patient management;
  - indirect pulp capping on the same date of service as a permanent restoration, We consider this to be incidental to and part of the charges for services provided and not separately chargeable;
  - endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis;
  - harmful habits treatment;
  - intentional root canal treatment in the absence of injury or disease solely to facilitate a restorative procedure;
  - services to the extent You or Your enrolled Dependent(s) are compensated under any group medical plan;
  - house/extended care facility calls; hospital calls; office visits for observation (during regularly scheduled hours) when no other services are performed; office visits after regularly scheduled hours; and case presentations;
  - procedures performed by a Dentist who is a member of the Covered Person's family except in the case of a dental emergency when no other Dentist is available. (Covered Person's family is limited to a Spouse, siblings, parents, children, grandparents, and the Spouse's siblings and parents);
  - dental services that do not meet commonly accepted dental standards;
  - replacement of teeth beyond the normal adult dentition of thirty-two (32) teeth;
  - services not included in The Schedule, unless We agree to accept such expense as a Covered Dental Expense, in which case payment will be made consistent with similar services which would provide the least expensive professionally satisfactory result;
  - to the extent that You or any of Your Dependents are in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
  - charges in excess of the Maximum Reimbursable Charge allowances;
  - procedures for which a charge would not have been made if the person had no insurance or for which the person is not legally required to pay. For example, if We determine that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of the Copayment, Deductible, and/or Coinsurance amount(s) You are required to pay for a Covered Service (as shown on The Schedule) without Our express consent, We shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that You remain responsible for any amounts that Your plan does not cover. We shall have the

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

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

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

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## Coordination of Benefits

This section applies if You or any one of Your Dependents are covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan. Any other health coverage plans for You or any of Your covered Dependents are taken into account when benefits are paid.

**Coverage under this Plan plus another Plan will not guarantee 100% reimbursement.**

## Definitions

For the purposes of this section, the following terms have the meanings set forth below:

A. **Plan.** A Plan is any of the following that provides benefits or services for medical or dental care or treatment. Plan includes group and non-group insurance contracts, health maintenance organization (HMO) contracts, Closed Panel Plans or other forms of group or non-group type coverage (whether insured or uninsured); and medical or dental benefits under group or individual automobile contracts; Medicare, Medicaid or any other federal governmental plan, as permitted by law.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

B. **Closed Panel Plan.** A Plan that provides medical or dental benefits primarily in the form of services through a panel of employed or contracted providers, and that limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

C. **Primary Plan.** The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan. A Plan that does not contain a coordination of benefits provision that is consistent with this section is always primary.

D. **Secondary Plan.** A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to You.

E. **Allowable Expenses.** The amount of charges considered for payment under the Plan for a Covered Dental Service prior to any reductions due to Coinsurance or Deductible amounts. If We contract with an entity to arrange for the provision of Covered Dental Services through that entity's contracted network of health care providers, the amount that We have agreed to pay that entity is the allowable amount used to determine Your Coinsurance or Deductible payments. If the Plan provides benefits in the form of services, the Reasonable Cash Value of each service is the Allowable Expense and is a paid benefit.

Examples of expenses or services that are not Allowable Expenses include, but are not limited to the following:

- An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an Allowable Expense.
- If You are covered by two or more Plans that provide services or supplies on the basis of Reasonable and

Customary fees, any amount in excess of the highest Reasonable and Customary fee is not an Allowable Expense.

- If You are covered by one Plan that provides services or supplies on the basis of Reasonable and Customary fees and one Plan that provides services and supplies on the basis of negotiated fees, the Primary Plan's fee arrangement shall be the Allowable Expense.
  - If Your benefits are reduced under the Primary Plan (through the imposition of a higher Coinsurance percentage, a Deductible, and/or a penalty) because You did not comply with Plan provisions or because You did not use a Participating Provider, the amount of the reduction is not an Allowable Expense. Such Plan provisions include second surgical opinions and precertification of services.
- F. **Custodial Parent.** The parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the Calendar Year, excluding any temporary visitation.
- G. **Claim Determination Period.** A Calendar Year, but does not include any part of a year during which You are not covered under this Policy or any date before this section or any similar provision takes effect.
- H. **Reasonable Cash Value.** An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service by other health care providers located within the immediate geographic area where the health care service is rendered under similar or comparable circumstances.

#### **Order of Benefit Determination Rules**

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- **Employee:** The Plan that covers a person as an Employee shall be the Primary Plan and the Plan that covers a person as a Dependent shall be the Secondary Plan.
- **Dependent:** For a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan which covers the parent whose birthday falls first in the Calendar Year.

- For the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:

- first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
- then, the Plan of the parent with custody of the child;
- then, the Plan of the Spouse of the parent with custody of the child;
- then, the Plan of the noncustodial parent of the child; and
- finally, the Plan of the Spouse of the parent not having custody of the child.

- **Employee in Active Service or laid-off Employee or Retiree:** The Plan that covers You as an Employee in Active Service and Your Dependent shall be the Primary Plan and the Plan that covers You as a laid-off Employee or Retiree and Your Dependent shall be the Secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.

- **COBRA or State Continuation of Coverage:** The Plan that covers You under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers You as an Employee in Active Service or Retiree or Your Dependent shall be the Primary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.

- If one of the Plans that covers You is issued out of the state whose laws govern this Policy, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

- **Longer or Shorter Length of Coverage:** The Plan that covers a person for a longer period of time is the Primary Plan and the Plan that covered the person for the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between each of the Plans meeting the definition of a Plan. In addition, this Plan will not pay more than it would have paid had it been the Primary Plan.

#### **Effect on the Benefits of This Plan**

If this Plan is the Secondary Plan, this Plan may reduce benefits so that the total benefits paid by all Plans during a



Claim Determination Period are not more than 100% of the total of all Allowable Expenses.

The difference between the amount that this Plan would have paid if this Plan had been the Primary Plan, and the benefit payments that this Plan had actually paid as the Secondary Plan, will be recorded as a benefit reserve for You. We will use this benefit reserve to pay any Allowable Expense not otherwise paid during the Claim Determination Period.

As each claim is submitted, We will determine the following:

- Our obligation to provide services and supplies under this Policy;
- whether a benefit reserve has been recorded for You; and
- whether there are any unpaid Allowable Expenses during the Claims Determination Period.

If there is a benefit reserve, We will use the benefit reserve recorded for You to pay up to 100% of the total of all Allowable Expenses. At the end of the Claim Determination Period, Your benefit reserve will return to zero and a new benefit reserve will be calculated for each new Claim Determination Period.

#### **Recovery of Excess Benefits**

If We pay charges for benefits that should have been paid by the Primary Plan, or if We pay charges in excess of those for which We are obligated to provide under the Policy, We will have the right to recover the actual payment made or the Reasonable Cash Value of any services.

We will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments made by any insurance company, healthcare plan or other organization. If We request, You must execute and deliver to Us such instruments and documents as We determine are necessary to secure the right of recovery.

#### **Right to Receive and Release Information**

We, without consent or notice to You, may obtain information from and release information to any other Plan with respect to You in order to coordinate Your benefits pursuant to this section. You must provide Us with any information We request in order to coordinate Your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, You will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 55 days of the request, the claim will be closed. If the requested information is subsequently received, the claim will be processed.

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### **Payment of Benefits**

#### **Assignment and Payment of Benefits**

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

You may, however, authorize Us to pay any healthcare benefits under this Policy to a Participating or Non-Participating Provider. When You authorize the payment of Your healthcare benefits to a Participating or Non-Participating Provider, You authorize the payment of the entire amount of the benefits due on that claim. If a provider is overpaid because of accepting duplicate payments from You and Us, it is the provider's responsibility to reimburse the overpayment to You. We may pay all healthcare benefits for Covered Dental Services directly to a Participating Provider without Your authorization. You may not interpret or rely upon this discrete authorization or permission to pay any healthcare benefits to a Participating or Non-Participating Provider as the authority to assign any other rights under this Policy to any party, including, but not limited to, a provider of healthcare services/items.

Even if the payment of healthcare benefits to a Non-Participating Provider has been authorized by You, We may, at Our option, make payment of benefits to You. When



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

### **Initial Determination**

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

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

### **Claim Denial**

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

### **To Whom Payable**

Dental benefits are assignable to the provider. When You assign benefits to a provider, You have assigned the entire amount of the benefits due on that claim. If the provider is overpaid because of accepting a patient's payment on the charge, it is the provider's responsibility to reimburse the patient. Because of Our contracts with providers, all claims from contracted providers should be assigned.

We may, at Our option, make payment to You for the cost of any Covered Services from a Non-Participating Provider even if benefits have been assigned. When benefits are paid to You or Your Dependent(s), You or Your Dependent(s) are responsible for reimbursing the provider.

If any person to whom benefits are payable is a minor or is not able to give a valid receipt for any payment due that person, such payment will be made to that person's legal guardian. If no request for payment has been made by that person's legal

guardian, We will make payment to the person or institution appearing to have assumed that person's custody and support.

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

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

### **Recovery of Overpayment**

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

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## **Termination of Insurance**

### **Termination of Your Insurance**

Your insurance will cease on the earliest date below:

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

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

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

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

- the date Your insurance ceases; or



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

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### Dental Benefits Extension

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

- for fixed bridgework and full or partial dentures, the first impressions are taken and/or abutment teeth fully prepared while You are insured and the device installed or delivered to You within 3 calendar month(s) after Your insurance ceases.
- for a crown, inlay or onlay, the tooth is prepared while You are insured and the crown, inlay or onlay installed within 3 calendar month(s) after Your insurance ceases.
- for root canal therapy, the pulp chamber of the tooth is opened while You are insured and the treatment is completed within 3 calendar month(s) after Your insurance ceases.

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

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## Special Plan Provisions

### Notice of an Appeal or a Grievance

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

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## Appointment of Authorized Representative

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

We reserve the right to refuse to honor the appointment of a representative if We reasonably determine that:

- the signature on an authorized representative form may not be Yours, or
- the authorized representative may not have disclosed to You all of the relevant facts and circumstances relating to the overpayment or underpayment of any claim, including, for example, that the billing practices of the provider of dental services may have jeopardized Your coverage through the waiver of the cost-sharing amounts that You are required to pay under Your plan.

If Your designation of an authorized representative is revoked, or We do not honor Your designation, You may appoint a new authorized representative at any time, in writing, using a form approved by Us.

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## When You Have A Complaint Or An Appeal

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

We want You to be completely satisfied with the care You receive. That is why We have established a process for addressing Your concerns and solving Your problems. The following describes the process by which Members may obtain information and submit concerns regarding service, benefits, and coverage. For more information, see the Appeals Process Information Packet ("Appeal Packet"). We will provide You a copy of the Appeal Packet when You first receive Your policy, and within 5 business days after We receive Your request for an appeal. When Your insurance coverage is renewed, We must also send You a separate statement to remind You that You can request another copy of



this packet. We will also send a copy of this packet to You or Your treating provider at any time upon request. Just call Customer Services toll-free number 1-800-Cigna24 (1-800-244-6224).

### **Start With Customer Service**

We are here to listen and help. If You have a concern regarding a person, a service, the quality of care, or contractual benefits, You may call the toll-free number on Your benefit identification card, explanation of benefits, or claim form and explain Your concern to one of Our Customer Service representatives.

We will do Our best to resolve the matter on Your initial contact. If We need more time to review or investigate Your concern, We will get back to You as soon as possible, but in any case within 30 days. If You are not satisfied with the results of a coverage decision, You may start the appeals procedure.

### **Appeals Procedure**

We have a two-step appeals procedure for coverage decisions. To initiate an appeal, You must submit a request for an appeal in writing to Us within 2 years of receipt of a denial notice. You can call Us at the Customer Service toll-free number at 1-800-Cigna24 (1-800-244-6224) on Your explanation of benefits or claim form, or You can write to Us at the following address:

Cigna  
National Appeals Organization (NAO)  
PO Box 188011  
Chattanooga, TN 37422

You should state the reason why You feel Your appeal should be approved and include any information supporting Your appeal. If You are unable or choose not to write, You may ask Us to register Your appeal by telephone. Call or write Us at the toll-free number on Your benefit identification card, explanation of benefits, or claim form.

### **Level-One Appeal**

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medically Necessary and/or Dentally Necessary or clinical appropriateness will be considered by a health care professional.

For level-one appeals, We will respond in writing with a decision within 30 calendar days after We receive an appeal for a post-service coverage determination. You may request that the appeal process be expedited if, Your Dentist or treating provider certifies in writing and provides supporting documentation that the time frames under this process are likely to cause a significant negative change in Your medical

condition which cannot be managed without the requested services; or Your appeal involves non-authorization of an admission or continuing inpatient hospital stay. When an appeal is expedited, We will respond orally and in writing with a decision within one business day.

### **Level-Two Appeal**

If You are dissatisfied with Our level-one appeal decision, You may request a second review. To initiate a level-two appeal, follow the same process required for a level-one appeal. Please send Your review request relating to denial of a requested service that has not already been provided within 365 days of the last denial. Your review requests relating to payment of a service already provided should be sent within two years of the last denial. To help Us make a decision on Your appeal, You or Your provider should also send Us any more information (that You haven't already sent Us) to show why We should authorize the requested service or pay the claim.

If the appeal involves a coverage decision based on issues of being Medically Necessary and/or Dentally Necessary or clinical appropriateness, a review will be conducted by a Dentist or physician reviewer in the same or similar specialty as the care under consideration, as determined by Us. For all other coverage plan-related appeals, a second-level review will be conducted by someone who was not involved in any previous decision related to Your appeal, and not a subordinate of previous decision makers. Provide all relevant documentation with Your second-level appeal request. Within five business days after receiving Your request for review, We will mail You and Your Dentist or treating provider a notice indicating that Your request was received, and a copy of the Appeal Packet (sent to Dentist or treating provider upon request).

In the event any new or additional information (evidence) is considered, relied upon or generated by Us in connection with the level-two appeal, this information will be provided to You as soon as possible and sufficiently in advance of the Committee's decision, so that You will have an opportunity to respond. Also, if any new or additional rationale is considered by Us, We will provide the rationale to You as soon as possible and sufficiently in advance of the Committee's decision so that You will have an opportunity to respond.

You will be notified in writing of the Committee's decision within five business days after the review if the requested coverage is not approved.

You may request that the appeal process be expedited if, Your Dentist or treating provider certifies in writing and provides supporting documentation that the time frames under this process are likely to cause a significant negative change in Your medical condition which cannot be managed without the



requested services, or Your appeal involves non-authorization of an admission or continuing inpatient hospital stay. When an appeal is expedited, We will respond orally with a decision within 3 business days, followed up in writing.

### **External Independent Review**

#### **Eligibility**

Under Arizona law, a Member may seek a Standard External Independent Review only after seeking any available level-one appeal and level-two appeal. Your request for a Standard External Independent Review should be submitted in writing.

#### **Deadlines Applicable to the Standard External Independent Review Process**

After receiving written notice from Us that Your level-two appeal has been denied, You have 4 months to submit a written request to Us for External Independent Review. Your request must include any material justification or documentation to support Your request for the service or payment of a claim.

#### **Medically Necessary and/or Dentally Necessary Issues**

These are cases where We have decided not to authorize a service because We think the services You (or Your treating provider) are asking for, are not Medically Necessary and/or Dentally Necessary to treat Your problem. For Medically Necessary and/or Dentally Necessary cases, the independent reviewer is a provider retained by an outside Independent Review Organization ("IRO"), that is procured by the Arizona Insurance Department, and not connected with Our company. The IRO provider must be a provider who typically manages the condition under review. If Your appeal for External Independent Review involves an issue of being Medically Necessary and/or Dentally Necessary.

Within five business days of receipt of Your request for External Independent Review, We will:

- mail a written notice to You, Your Dentist or treating provider, and the Director of the Arizona Department of Insurance ("Director of Insurance") of Your request for External Independent Review, and
- send the Director of Insurance the request for review; Your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render Our decision; a summary of the applicable issues including a statement of Our decision; the criteria used and clinical reasons for Our decision; and the relevant portions of Our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within five days of receiving Our information, the Insurance Director must send all submitted information to an External Independent Review Organization ("IRO").

Within 21 days of receiving the information the IRO must make a decision and send the decision to the Insurance Director.

Within five business days of receiving the IRO's decision, the Insurance Director must mail a notice of the decision to Us, You, and Your treating provider. If the IRO decides that We should provide the service or pay the claim, We must then authorize the service or pay the claim. If the IRO agrees with Our decision to deny the service or payment, the appeal is over. Your only further option is to pursue Your claim in Superior Court.

#### **Coverage Issues**

These are cases where We have denied coverage because We believe the requested service is not covered under Your Certificate of coverage. For Contract coverage cases, the Arizona Insurance Department is the independent reviewer. If Your appeal for External Independent Review involves an issue of service of benefits coverage or a denied claim.

Within five business days of receipt of Your request for External Independent Review, We will:

- mail a written notice to You, Your Dentist or treating provider, and the Director of Insurance of Your request for External Independent Review, and
- send the Director of Insurance Your request for review; Your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render Our decision; a summary of the applicable issues including a statement of Our decision; the criteria used and any clinical reasons for Our decision; and the relevant portions of Our utilization review guidelines.

Within 15 business days of the Director's receipt of Your request for External Independent Review from Us, the Director of Insurance will:

- determine whether the service or claim is covered, and
- mail the decision to Us. If the Director decides that We should provide the service or pay the claim, We must do so.

If the Director of Insurance is unable to determine an issue of coverage, the Director will forward Your case to an IRO. The IRO will have 21 days to make a decision and send it to the Insurance Director. The Insurance Director will have five business days after receiving the IRO's decision to send the decision to Us, You, and Your treating provider.

We will provide any Covered Service or pay any covered claim determined to be Medically Necessary and/or Dentally Necessary by the independent reviewer(s) and provide any





service or pay any claim determined to be covered by the Director of Insurance regardless of whether We elect to seek judicial review of the decision made through the External Independent Review Process.

If You disagree with the Insurance Director's final decision on a Contract coverage issue, You may request a hearing with the Office of Administrative Hearings ("OAH"). If We disagree with the Insurance Director's final decision, We may also request a hearing before the OAH. A hearing must be requested within 30 calendar days of receiving the Insurance Director's decision.

### **Expedited External Independent Review Process**

- You may request an external review only after You have appealed through levels 1 and 2. You have only 5 business days after You receive Our level 2 decision to send Us Your written request for Expedited External Independent Review. Neither You nor Your treating provider is responsible for the cost of any External Independent Review.
- For Medically Necessary and/or Dentally Necessary cases where We have decided not to authorize a service because We think the services You (or Your treating provider) are asking for, are not Medically Necessary and/or Dentally Necessary, We will acknowledge Your request within 1 business day of receiving Your request. Within 2 business days of receiving Our information, the Insurance Director must send all the submitted information to an External Independent Review Organization ("IRO"). Within 72 hours of receiving the information the IRO must make a decision and send the decision to the Insurance Director. Within 1 business day of receiving the IRO's decision, the Insurance Director will notify You of its decision. If the IRO decides that We should provide the service, We must authorize the service. If the IRO agrees with Our decision to deny the service, the appeal is over. Your only further option is to pursue Your claim in Superior Court.
- For Contract coverage cases where We have denied coverage because We believe the requested service is not covered under Your insurance policy, within 1 business day of receiving Your request We will acknowledge Your request in writing. Within 2 business days of receiving this information, the Insurance Director will determine if the service or claim is covered, issue a decision, and send a notice to Us, You, and Your treating provider. If the Insurance Director cannot issue a decision, Your case will be forwarded to an IRO. The IRO will have 5 business days to make a decision and send it to the Insurance Director. The Insurance Director will have 1 business day after receiving the IRO's decision to send the decision to Us, You, and Your treating provider. If You disagree with Insurance Director's final decision on a Contract coverage

issue, You may request a hearing with the Office of Administrative Hearings ("OAH"). A hearing must be requested within 30 days of receiving the Director's decision. OAH must promptly schedule and complete a hearing for appeals from expedited external review decision.

Under Arizona law, if You intend to file suit regarding a denial of benefit claim or services You believe are Medically Necessary and/or Dentally Necessary, You are required to provide written notice to Us at least 30 days before filing the suit stating Your intention to file suit and the basis of Your suit. You must include in Your notice the following:

- Member Name
- Member Identification Number
- Member Date of Birth
- Basis of Suit (reasons, facts, date(s) of treatment or request)

Notice will be considered provided by You on the date received by Us. The notice of intent to file suit must be sent to Us via Certified Mail Return Receipt Request to the following address:

Attention: HealthCare Litigation Unit B6LPA  
Notice of Intent to File Suit  
Cigna Health and Life Insurance Company  
Hartford, CT 06152

### **Receipt of Documents**

Any written notice, acknowledgment, request, decision or other written documents required to be mailed during the process is deemed received by the person to whom the document is properly addressed on the fifth business day after being mailed. "Properly addressed" means Your last known address.

### **Complaints to the Arizona Department of Insurance**

The Director of the Arizona Department of Insurance is required by law to require any Member who files a complaint with the Arizona Department of Insurance relating to an adverse decision to first pursue the review process established by the Arizona Legislature and Us as described above.

### **Notice of Benefit Determination on Appeal**

Every notice of a determination on appeal will be provided in writing or electronically and, if an adverse determination, will include the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other Relevant Information as defined below; a statement describing any other available appeal review, if applicable and the claimant's right to bring an action under ERISA section



502(a), if applicable; upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding Your appeal, and an explanation of the scientific or clinical judgment for a determination that is based on a Medically Necessary and/or Dentally Necessary, experimental treatment or other similar exclusion or limit.

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

### **Relevant Information**

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

### **Legal Action**

If Your plan is governed by ERISA, You have the right to bring a civil action under section 502(a) of ERISA if You are not satisfied with the outcome of the appeals procedure. In most instances, You may not initiate a legal action against Us until You have completed the level-one and level-two appeal processes. However, no action will be brought at all unless brought within 3 years after a claim is submitted for In-Network services or within 3 years after proof of claim is required under the plan for Out-of-Network services.

HCDFB-APL113

06-21

## **Miscellaneous**

### **Notice Regarding Provider Directory**

You may obtain a listing of Participating Providers who participate in Our dental network without charge by visiting

[www.cigna.com](http://www.cigna.com); [mycigna.com](http://mycigna.com); or by calling the toll-free telephone number 1-(800) CIGNA24 (1-800-244-6224).

### **Additional Programs**

We may, from time to time, offer or arrange for various entities to offer discounts, benefits or other consideration to Retirees for the purpose of promoting the general health and well-being of Retirees. We may also arrange for the reimbursement of all or a portion of the cost of services provided by other parties to the Group. Contact Us for details regarding any such arrangements.

### **Oral Health Integration Program**

As a Cigna Covered Person, You may be eligible for additional dental benefits during certain episodes of care. For example, certain frequency limitations for Covered Dental Services may be relaxed for You if You have certain conditions, including but not limited to, pregnancy, diabetes or cardiac disease. Please review Your plan enrollment materials for details. You may contact Customer Service at 1-(800) CIGNA24 (1-800-244-6224) for additional information.

### **Impossibility of Performance**

Neither Policyholder nor Cigna shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of unforeseeable events beyond the control of either party. Such events are limited to include natural disaster, war, riot, acts of terrorism (domestic and/or foreign), epidemic, pandemic, cyber events (including breakdown of communication facilities, web hosting and internet services) or any other emergency or similar event not within either party's control which may result in facilities, personnel, or financial resources being unavailable to provide or arrange for the provision of services in accordance with this Policy. Timelines for performance shall be extended to the extent necessary and agreed upon by both parties, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay and the impacted party makes good faith effort to provide or arrange for the provision of service, taking into account the severity of the event.

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

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

### **Assignability**

The benefits under this Contract are not assignable unless agreed to by Us. We may, at Our option, make payment to the Retiree for any cost of any Covered Dental Expense received by the Retiree or Retiree's covered Dependents from a Non-



Participating Provider. The Retiree is responsible for reimbursing the Non-Participating Provider.

**Clerical Error**

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

**Entire Contract**

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

**Conformity with State and Federal Statutes**

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

**Statements not Warranties**

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

**Time Limit on Certain Defenses**

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

**Your Dental Records**

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

HCDFB-MISC42

06-21

**Definitions**

**Amount Eligible for Coverage by Your Plan**

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

HCDFB-DFS322

06-21

**Balance Billing**

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

HCDFB-DFS324

06-21

**Calendar Year**

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

HCDFB-DFS4

06-21

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**Calendar Year Maximum**

This is the most We will pay for dental care within a Calendar Year. Once You reach the maximum amount, You will be



responsible for paying any costs for the remainder of the benefit period.

HCDFB-DFS325 06-21

### Certificate

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

HCDFB-DFS207 01-19

### Chewing Injury

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

HCDFB-DFS6 01-18  
VI

### Civil Union

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

HCDFB-DFS326 06-21

### Coinsurance

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

HCDFB-DFS327 06-21

### Contract

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

HCDFB-DFS328 06-21

### Contracted Fee

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

HCDFB-DFS330 06-21

### Covered Dental Expenses

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

- It is Medically Necessary and/or Dentally Necessary;
- Provided by or under the direction of a Dentist or other appropriate provider as specifically described;
- Your Deductible, if any, has been met;
- The maximum benefit in The Schedule has not been exceeded;
- The charge does not exceed the amount allowed under the Alternate Benefit Provision; and
- It is not excluded as described in the section entitled General Limitations and Expenses Not Covered.

HCDFB-DFS331 06-21

### Covered Dental Service

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

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

HCDFB-DFS332 06-21



### Covered Person

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

HCDFB-DFS16

01-18  
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### Deductible

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

HCDFB-DFS19

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### Dentist

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

HCDFB-DFS334

06-21

### Dependent

The term Dependent means:

- Your lawful Spouse; or
- Your Domestic Partner; and
- Your partner of a Civil Union; and
- any child of Yours who is:
  - less than 26 years old.
  - 26 or more years old, unmarried, and primarily supported by You and incapable of self-sustaining employment by reason of intellectual or physical disabilities. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child ceases to qualify above.

The term child means a child born to You or a child legally adopted by You. It also includes a stepchild, a child for whom You are the legal guardian or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

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

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

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

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

HCDFB-DFS335

06-21

### Domestic Partner

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

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

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

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

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



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

HCDFB-DFS336 06-21

**Effective Date**

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

HCDFB-DFS24 01-18  
V1

**Eligible Class**

The term Eligible Class means a a person who meets all the conditions to enroll for insurance under this plan as determined by the Employer.

HCDFB-DFS382 06-21

**Eligible Retiree**

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

HCDFB-DFS338 06-21

**Eligible Person**

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

HCDFB-DFS28 01-18  
V1

**Emergency Services**

The term Emergency Services means a service required immediately to either alleviate pain or to treat the sudden onset of an acute dental condition. These are usually minor procedures performed in response to serious symptoms, which temporarily relieve significant pain, but do not effect a

definitive cure, and which, if not rendered, will likely result in a more serious dental or medical complication.

HCDFB-DFS30 01-18

**Employee**

The term Employee means, an individual meeting the eligibility criteria determined by Your Employer and who is enrolled for dental coverage and for whom all required premiums have been received by Us. Also referred to as "You" or "Your".

HCDFB-DFS340 06-21

**Employer**

The term Employer means the Policyholder and all Affiliated Employers.

HCDFB-DFS372 06-21

**Functioning Natural Tooth**

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

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

HCDFB-DFS345 06-21

**Handicapping Malocclusion**

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

HCDFB-DFS35 01-18  
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### Maximum Benefit Amount

The term Maximum Benefit Amount means the maximum dollar amount payable under the plan for Covered Dental Services for each Covered Person in a Calendar Year. No further benefits are payable after the Maximum Benefit Amount is reached.

HCDFB-DFS351

06-21

### Maximum Reimbursable Charge (MRC)

The Maximum Reimbursable Charge (MRC) for Covered Dental Services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- the Policyholder-selected percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Us and updated annually. If sufficient data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then state, regional or national data may be used. If sufficient data is unavailable in the database, then data in the database for similar services may be used.

The percentile used to determine the Maximum Reimbursable Charge is listed in The Schedule.

The Maximum Reimbursable Charge is subject to all other benefit limitations and applicable coding and payment methodologies determined by Us. Additional information about how We determine the Maximum Reimbursable Charge is available upon request.

HCDFB-DFS350

06-21

### Medicaid

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

HCDFB-DFS40

01-18  
VI

### Medically Necessary and/or Dentally Necessary

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

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

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

HCDFB-DFS352

06-21

### Medicare

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

HCDFB-DFS42

01-18  
VI

### Non-Participating Provider

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

HCDFB-DFS355

06-21

### Orthodontic Treatment

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

HCDFB-DFS356

06-21



### Participating Provider

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

The providers qualifying as Participating Providers may change from time to time. A list of the current Participating Providers will be provided by Your Employer. Services received from Participating Providers are considered in-network (“In-Network”).

HCDFB-DFS357 06-21

### Policy

The term Policy means a written agreement between the Policyholder and Us outlining the terms and conditions under which We agree to insure certain Retirees and pay benefits.

HCDFB-DFS360 06-21

### Policyholder

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

HCDFB-DFS361 06-21

### Qualified Medical Child Support Order

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

- the order recognizes or creates a child’s right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies Your name and last known address, and the child’s name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child’s mailing address;

- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such notice meets the requirement above.

HCDFB-DFS204 01-19

### Retiree

The term Retiree means a former Employee of the Employer:

- who has attained the Normal Retirement Age;
- Normal Retirement Age, as used above, shall mean the age determined by the Employer in their established guidelines.

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### Specialist

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

HCDFB-DFS57 01-18 VI

### Spouse

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

HCDFB-DFS367 06-21

### Usual Fee

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

HCDFB-DFS66 01-18





## We, Us and Our

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

HCDFB-DFSS9

01-18  
V1

## You, Your, Yourself

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

HCDFB-DFSS60

01-18  
V5

## Federal Requirements

The following pages explain your rights and responsibilities under federal laws and regulations. Some states may have similar requirements. If a similar provision appears elsewhere in this booklet, the provision which provides the better benefit will apply.

HC-FED1

10-10

## Notice of Provider Directory/Networks

### Notice Regarding Provider Directories and Provider Networks

A list of network providers is available to you without charge by visiting the website or by calling the phone number on your ID card. The network consists of dental practitioners, of varied specialties as well as general practice, affiliated or contracted with Cigna or an organization contracting on its behalf.

HC-FED78

10-10

## Qualified Medical Child Support Order (QMCSO)

### Eligibility for Coverage Under a QMCSO

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

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

### Qualified Medical Child Support Order Defined

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

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

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

### Payment of Benefits

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

HC-FED4

10-10

## Eligibility for Coverage for Adopted Children

Any child who is adopted by you, including a child who is placed with you for adoption, will be eligible for Dependent Insurance, if otherwise eligible as a Dependent, upon the date

of placement with you. A child will be considered placed for adoption when you become legally obligated to support that child, totally or partially, prior to that child's adoption.

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

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

HC-FED67V1

09-14

## Group Plan Coverage Instead of Medicaid

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

HC-FED13

10-10

## Claim Determination Procedures

### Procedures Regarding Medical Necessity Determinations

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

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

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

### Postservice Determinations

When you or your representative requests a coverage determination or a claim payment determination after services have been rendered, Cigna will notify you or your representative of the determination within 30 days after

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

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

### Notice of Adverse Determination

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

HC-FED83

03-13

## COBRA Continuation Rights Under Federal Law

### For You and Your Dependents

#### What is COBRA Continuation Coverage?

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



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

#### **When is COBRA Continuation Available?**

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

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

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

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

#### **Who is Entitled to COBRA Continuation?**

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

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

#### **Secondary Qualifying Events**

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) have elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s)

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

#### **Disability Extension**

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

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

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

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

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

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

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



## Termination of COBRA Continuation

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

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

## Employer's Notification Requirements

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

- An initial notification of COBRA continuation rights must be provided within 90 days after your (or your spouse's) coverage under the Plan begins (or the Plan first becomes subject to COBRA continuation requirements, if later). If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA continuation coverage election notice as explained below.
- A COBRA continuation coverage election notice must be provided to you and/or your Dependents within the following timeframes:
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the loss of coverage, 44 days after loss of coverage under the Plan;
  - if the Plan provides that COBRA continuation coverage and the period within which an Employer must notify the Plan Administrator of a qualifying event starts upon the occurrence of a qualifying event, 44 days after the qualifying event occurs; or

- in the case of a multi-employer plan, no later than 14 days after the end of the period in which Employers must provide notice of a qualifying event to the Plan Administrator.

## How to Elect COBRA Continuation Coverage

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

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

## How Much Does COBRA Continuation Coverage Cost?

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

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



## When and How to Pay COBRA Premiums

### *First payment for COBRA continuation*

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

### *Subsequent payments*

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

### *Grace periods for subsequent payments*

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

## You Must Give Notice of Certain Qualifying Events

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

- Your divorce or legal separation; or
- Your child ceases to qualify as a Dependent under the Plan.
- The occurrence of a secondary qualifying event as discussed under “Secondary Qualifying Events” above (this notice

must be received prior to the end of the initial 18- or 29-month COBRA period).

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

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

## Newly Acquired Dependents

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

## COBRA Continuation for Retirees Following Employer’s Bankruptcy

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

## Interaction With Other Continuation Benefits

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