# State of Georgia CIGNA DENTAL PREFERRED PROVIDER INSURANCE Dental Select Mid Plan **EFFECTIVE DATE: January 1, 2023** CN014 3217600 This document printed in April, 2023 takes the place of any documents previously issued to You which described Your benefits.

HCDFB-CVR1 01-18

Printed in U.S.A.

## **Table of Contents**

Certification	4
Important Notices	6
How To File A Claim	7
Eligibility - Effective Date	8
Important Information about Your Dental Plan	9
Covered Dental Expenses	10
Cigna Dental Preferred Provider Insurance	11
The Schedule	11
General Limitations and Expenses Not Covered	32
Coordination of Benefits	34
Expenses For Which A Third Party May Be Responsible	36
Payment of Benefits	36
Termination of Insurance	38
Dental Benefits Extension	38
Special Plan Provisions	39
Appointment of Authorized Representative	39
When You Have A Complaint Or An Appeal	39
Miscellaneous	41
Definitions	42
Federal Requirements	47

HCDFB-TOC19 01-18

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

## CIGNA HEALTH AND LIFE INSURANCE COMPANY

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

**POLICYHOLDER: State of Georgia** 

**GROUP POLICY(S)** — COVERAGE

3217600 - DPPOM CIGNA DENTAL PREFERRED PROVIDER INSURANCE

**EFFECTIVE DATE:** January 1, 2023

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

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

Geneva Cambell Brown, Corporate Secretary

HCDFB-CER23 01-19

## **Explanation of Terms**

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

## The Schedule

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

HCDFB-NOTICE



## **Important Notices**

## Discrimination is Against the Law

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

## Cigna:

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

If you need these services, contact customer service at the 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 <a href="mailto:ACAGrievance@cigna.com">ACAGrievance@cigna.com</a> or by writing to the following address:

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

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

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

HC-NOT96 07-17

## **Proficiency of Language Assistance Services**

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

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

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

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

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

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

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

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

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

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6



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 ناشنوایان: شماره 711را شمارهگیری کنید).

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#### **CIGNA DENTAL PPO**

YOU MAY RECEIVE SERVICES FROM PARTICIPATING OR NON-PARTICIPATING DENTISTS. CIGNA HEALTH AND LIFE INSURANCE COMPANY WILL REIMBURSE BOTH

## PARTICIPATING AND NON-PARTICIPATING DENTISTS AT THE SAME BENEFIT LEVEL. IMPORTANT:

If You opt to receive dental services or procedures that are not covered benefits under this plan, a participating dental provider may charge You his or her usual and customary rate for such services or procedures. Prior to providing You with dental services or procedures that are not covered benefits, the dental provider should provide You with a treatment plan that includes each anticipated service or procedure to be provided and the estimated cost of each such service or procedure. To fully understand Your coverage, You may wish to review Your evidence of coverage document.

HCDFB-IMP21 01-18

## **How To File A Claim**

There's no paperwork to submit for Covered 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**

7

 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.

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 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.

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

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

HCDFB-CLM23 01-19

## **Eligibility - Effective Date**

## **Eligible Classes**

Each Employee as reported to Us by The Policyholder.

### **Your Insurance**

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

## **Eligibility for Dental Insurance**

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

- You are an eligible Full-Time Employee as determined by Your Employer; and
- You pay any required contribution.

## **Eligibility Waiting Period - New Hire**

If you had coverage under a prior health benefit plan within 90 days of your enrollment under this plan, you are not required to satisfy any waiting period for this plan.

Your Waiting Period is:

• A period of time as determined by Your Employer.

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

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

• the date that:

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

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

but no earlier than the date You become eligible.

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

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

## **Dependent Insurance**

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

## **Eligibility for Dependent Insurance:**

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

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

## **Effective Date of Dependent Insurance**

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

Your Dependents will be insured only if You are insured.

## Eligibility for Coverage for Adopted Children

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

8



insurance will also apply to an adopted child or a child placed with You for adoption.

## **Exception for Newborns**

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

## **Dual Eligibility**

If both You and Your Spouse 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. If the Spouse 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.

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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 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 both options.
- 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.

HCDFB-IMP49 01-19

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9



## **Covered Dental Expenses**

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

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

### **Alternate Benefit Provision**

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

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

## **Predetermination of Benefits**

Predetermination of Benefits is a voluntary review of a Dentist's proposed treatment plan and expected charges. It is not preauthorization of service and is not required. The treatment plan should include supporting pre-operative x-rays 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 Schedule lists Covered Services, if a service is not listed there is no coverage.

## **Payment Options**

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

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

Plan payment for a Covered 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 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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10 myCigna.com



## 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.

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

You may receive services from Participating or Non-Participating dentists. Cigna Health and Life Insurance Company will reimburse both Participating and Non-Participating dentists at the same benefit level.

## **Participating Provider Payment**

Participating Provider services are paid based on the Contracted Fee that is agreed to by the provider and Us. Based on the provider's Contracted Fee, a higher level of plan payment may be made to a 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.

## **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 80th percentile of all provider charges in the geographic area.

BENEFIT MAXIMUMS AND DEDUCTIBLES	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Calendar Year Maximum Classes II, III, V, IX		
Individual Maximum	\$1,500 Does not apply to Class I	\$1,500 Does not apply to Class I
Class IV Lifetime Maximum	\$1,500	\$1,500
Calendar Year Plan Deductible		
Individual	\$50 per Member per Calendar Year Not Applicable to Class I	\$50 per Member per Calendar Year Not Applicable to Class I
Family	\$150 per family per Calendar Year	\$150 per family per Calendar Year
	Not Applicable to Class I	Not Applicable to Class I



## BENEFIT MAXIMUMS AND DEDUCTIBLES

## TOTAL CIGNA DPPO PARTICIPATING PROVIDER

## NON-PARTICIPATING PROVIDER

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.

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

COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Class I		
CATEGORY: DIAGNOSTIC SERVI	CES	
Sub-Category: Oral Evaluations		
Periodic Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MRC
Comprehensive Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MRC
Not Covered if done in conjunction with other evaluations.		
Limited or Detailed Oral Evaluation	100% no Deductible	100% no Deductible
Limited to 1 service per Calendar Year.		Subject to MRC
Only 1 evaluation is Covered per date of service.		
Comprehensive Periodontal	100% no Deductible	100% no Deductible
Evaluation - new or established patient		Subject to MRC
Limited to 2 services per Calendar Year.		3
Oral Evaluation for a Patient under	100% no Deductible	100% no Deductible
three Years of Age and Counseling Primary Caregiver		Subject to MRC
Limited to 2 services per Calendar Year.		
Sub-Category: Radiographs		
Intraoral Periapical Radiographic Images	100% no Deductible	100% no Deductible
Unlimited		Subject to MRC



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Intraoral Occlusal Radiographic Images	100% no Deductible	100% no Deductible
Unlimited		Subject to MRC
Vertical Bitewings, 7-8 Radiographic Images	100% no Deductible	100% no Deductible
Limited to 2 images per Calendar Year.		Subject to MRC
Vertical bitewings cannot be billed in conjunction with a complete series.		
Intraoral Bitewing Radiographic Images	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MRC
Vertical bitewings cannot be billed in conjunction with a complete series.		
Extra-Oral Radiographic Images	100% no Deductible	100% no Deductible
Limited to 1 image per consecutive 6 months		Subject to MRC
Sub-Category: Radiographs – Other		
Intraoral Complete Series of Radiographic Images	100% no Deductible	100% no Deductible
Limited to 1 service per consecutive 36 months.		Subject to MRC
Vertical bitewings cannot be billed in conjunction with a complete series.		
Intraoral Complete Series and Panoramic Radiograph cross accumulate for Frequency Limit.		
Panoramic Radiographic Image	100% no Deductible	100% no Deductible
Limited to 1 service per consecutive 36 months.		Subject to MRC
Intraoral Complete Series and Panoramic Radiograph cross accumulate for Frequency Limit.		
Sub-Category: Other Diagnostic Serv	ices	
Laboratory accession of Brush Biopsy sample	100% no Deductible	100% no Deductible
Unlimited		Subject to MRC



COVERED SERVICES	TOTAL CIGNA DPPO	NON-PARTICIPATING
BENEFIT DESCRIPTION & LIMITATION	PARTICIPATING PROVIDER	PROVIDER
Accession of Tissue Services	100% no Deductible	100% no Deductible
Unlimited		Subject to MRC
Coverage is Limited to tooth or Gingiva related services.		Subject to Wice
CATEGORY: PREVENTIVE SERV	ICES	
Sub-Category: Oral Cleanings		
Dental Prophylaxis	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year.		Subject to MRC
Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		
Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation  Limited to 2 services per Calendar Year.  Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the	100% no Deductible	100% no Deductible Subject to MRC
Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		
Sub-Category: Periodontal Maintena	nce	
Periodontal maintenance procedures (following active therapy) Limited to 2 services per Calendar Year.	100% no Deductible	100% no Deductible Subject to MRC
Oral Cleaning Services include Prophylaxis, Periodontal Maintenance, and Scaling in the Presence of Gingival Inflammation; all Oral Cleaning services cross accumulate for Frequency Limit.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Sub-Category: Fluoride		
Topical Application of Fluoride – excluding Varnish	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year for ages 0 - 15.		Subject to MRC
Topical Application of Fluoride Varnish	100% no Deductible	100% no Deductible
Limited to 2 services per Calendar Year for ages 0 - 15.		Subject to MRC
Sub-Category: Sealants		
Sealants	100% no Deductible	100% no Deductible
Limited to 1 service per permanent molar tooth per consecutive 60 months for ages 0 – 15.		Subject to MRC
Preventive Resin Restoration in a Moderate to High Caries Risk Patient - Permanent Tooth	100% no Deductible	100% no Deductible Subject to MRC
Limited to 1 service per permanent molar tooth per consecutive 60 months for ages 0 - 15.		
Sub-Category: Space Maintainers		
Removal of Fixed Space Maintainer Unlimited	100% no Deductible	100% no Deductible
Ommined		Subject to MRC
Space Maintainer – Fixed	100% no Deductible	100% no Deductible
Unlimited for ages 0 - 13.		Subject to MRC
Space Maintainer - Removable	100% no Deductible	100% no Deductible
Unlimited for ages 0 - 13.		Subject to MRC
<b>Distal Shoe Space Maintainer</b> Unlimited for ages 0 - 13.	100% no Deductible	100% no Deductible
Offiffiffed for ages 0 - 13.		Subject to MRC
CATEGORY: ADJUNCTIVE SERVI	CES	
<b>Sub-Category: Emergency Services</b>		
Palliative Treatment	100% no Deductible	100% no Deductible
Unlimited  Covered as a separate benefit only if		Subject to MRC
Covered as a separate benefit only if no other services, other than exam and radiographs, were performed during the visit.		



COVERED SERVICES	TOTAL CIGNA DPPO	NON-PARTICIPATING	
BENEFIT DESCRIPTION & LIMITATION	PARTICIPATING PROVIDER	PROVIDER	
Class II			
CATEGORY: BASIC RESTORATIV	E SERVICES		
<b>Sub-Category: Minor Restoration Ser</b>	vices		
Amalgam Restorations	80% after plan Deductible	80% after plan Deductible	
Limited to 1 service per tooth per consecutive 12 months.		Subject to MRC	
Multiple restorations on one surface will be treated as a single restoration.			
Resin-Based Composite Restorations - Anterior	80% after plan Deductible	80% after plan Deductible	
Limited to 1 service per tooth per consecutive 12 months.		Subject to MRC	
Multiple restorations on one surface will be treated as a single restoration.			
Gold Foil Restorations	80% after plan Deductible	80% after plan Deductible	
Limited to 1 service per tooth per consecutive 12 months.		Subject to MRC	
Multiple restorations on one surface will be treated as a single restoration.			
Sub-Category: Other Restorative Serv	vices		
Pin Retention per tooth	80% after plan Deductible	80% after plan Deductible	
Limited to 1 service per tooth per consecutive 6 months.		Subject to MRC	
Protective Restoration	80% after plan Deductible	80% after plan Deductible	
Covered as a separate benefit only if no other service, other than x-rays and exam, were performed on the same tooth on the same visit.		Subject to MRC	
Sub-Category: Repairs, Relines, Rebases, Adjustments			
Re-Cement Inlays/Onlays, Crowns, Bridges and Post and Core	80% after plan Deductible	80% after plan Deductible	
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC	
Limited to 1 service per consecutive 12 months.			
No teeth limitations.			



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Crown Repair	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
No teeth limitations.		
Adjust Complete Denture	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
Adjust Partial Denture	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
Rebase Complete Denture	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
Rebase Partial Denture	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Reline Partial Denture	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 24 months.		
No teeth limitations.		
Denture Repairs	80% after plan Deductible	80% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		
CATEGORY: ENDODONTICS		
Sub-Category: Anterior/Premolar Ro	ot Canal	
Anterior Root Canal Therapy – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Primary and Permanent Anterior Teeth covered.		Subject to MRC
Limited to 1 service per tooth per lifetime.		
Premolar Root Canal Therapy – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Primary and Permanent Premolar Teeth covered.		Subject to MRC
Limited to 1 service per tooth per lifetime.		
<b>Sub-Category: Molar Root Canal</b>		
Molar Root Canal Therapy – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Primary and Permanent Molar Teeth covered.		Subject to MRC
Limited to 1 service per tooth per lifetime.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Sub-Category: Minor Endodontics		
Retrograde Filling	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC
Hemisection	80% after plan Deductible	80% after plan Deductible
Limited to permanent teeth only. Unlimited		Subject to MRC
Retreatment of Previous Root Canal Therapy	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC
Therapeutic Pulpotomy	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per primary or permanent tooth per lifetime for ages 0 - 16.		Subject to MRC
Pulpal Therapy (resorbable filling) - Anterior or Posterior, Primary Tooth (excluding final restoration) Unlimited	80% after plan Deductible	80% after plan Deductible Subject to MRC
Pulp Caps - Direct/Indirect – excluding final restoration	80% after plan Deductible	80% after plan Deductible
Limited to one tooth per lifetime.		Subject to MRC
<b>Sub-Category: Major Endodontics</b>		
<b>Apicoectomy Services</b>	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per tooth per lifetime.		Subject to MRC
Apexification / Recalcification Services	80% after plan Deductible	80% after plan Deductible
Limited to permanent teeth only.		Subject to MRC
Limited to 1 set of services per tooth per lifetime.		
Bone Graft in conjunction with periradicular surgery	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per quadrant or site per lifetime.		Subject to MRC
Root Resection / Amputation	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER		
Pulpal Regeneration - (Completion of Regenerative Treatment in an Immature Permanent Tooth with a Necrotic Pulp) does not include Final Restoration	80% after plan Deductible	80% after plan Deductible Subject to MRC		
Limited to ages 0 - 15.				
Limited to permanent teeth only.				
Limited to 1 set of services per tooth per lifetime.				
CATEGORY: PERIODONTICS				
Sub-Category: Periodontal Scaling an	d Root Planing			
Periodontal Scaling and Root Planing	80% after plan Deductible	80% after plan Deductible		
Limited to 2 services per quadrant per consecutive 12 months.		Subject to MRC		
Sub-Category: Minor/Non-Surgical Po	Sub-Category: Minor/Non-Surgical Periodontics			
Full Mouth Debridement	80% after plan Deductible	80% after plan Deductible		
Limited to one per lifetime.		Subject to MRC		
Localized Delivery of Antimicrobial Agents via a controlled release vehicle into diseased crevicular tissue, per tooth Limited to 1 service per tooth per consecutive 12 months.	80% after plan Deductible	80% after plan Deductible Subject to MRC		
Provisional Splinting	80% after plan Deductible	80% after plan Deductible		
If covered, cannot be used to restore vertical dimension or as part of full mouth rehabilitation, should not include use of laboratory based crowns and/or fixed partial dentures (bridges).		Subject to MRC		
CATEGORY: ORAL SURGERY				
Sub-Category: Simple Extractions Eru	ipted Tooth			
Extraction, coronal remnants	80% after plan Deductible	80% after plan Deductible		
		Subject to MRC		
Simple Extraction of Erupted Teeth or Exposed Roots	80% after plan Deductible	80% after plan Deductible		
o. Daposed Revets		Subject to MRC		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
<b>Sub-Category: Surgical Extractions</b>		
Surgical Extraction of Erupted	80% after plan Deductible	80% after plan Deductible
Tooth Requiring Removal of Bone and/or Section of Tooth		Subject to MRC
Surgical Extraction of Impacted	80% after plan Deductible	80% after plan Deductible
Teeth Soft Tissue, Partially Bony, and Completely Bony With Unusual Surgical Complications		Subject to MRC
Removal of Residual Tooth Roots	80% after plan Deductible	80% after plan Deductible
		Subject to MRC
Coronectomy	80% after plan Deductible	80% after plan Deductible
		Subject to MRC
Sub-Category: Biopsy		
Biopsy (Including Brush Biopsy)	80% after plan Deductible	80% after plan Deductible
Coverage limited to only tooth/gingival related.		Subject to MRC
Unlimited		
Sub-Category: Other Oral Surgery		
Surgical Incision and Drainage of Abscess - intraoral soft tissue	80% after plan Deductible	80% after plan Deductible
Excision of Hyperplastic Tissue or	80% after plan Deductible	Subject to MRC 80% after plan Deductible
Pericoronal Gingiva	30 / v arter plan Deductible	
Unlimited		Subject to MRC
Removal of a Benign Cyst/Lesions	80% after plan Deductible	80% after plan Deductible
Coverage limited only for tooth/gingival related.		Subject to MRC
Tooth Transplantation Services	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per tooth per lifetime.		Subject to MRC
Alveoloplasty	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC
Frenectomy/Frenuloplasty	80% after plan Deductible	80% after plan Deductible
		Subject to MRC
Removal of Torus Services	80% after plan Deductible	80% after plan Deductible
		Subject to MRC



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Primary Closure of a Sinus	80% after plan Deductible	80% after plan Deductible
Perforation		Subject to MRC
Vestibuloplasty for Ridge	80% after plan Deductible	80% after plan Deductible
Preservation - per site		Subject to MRC
Not covered if done in conjunction with other bone graft replacement procedures.		
CATEGORY: DIAGNOSTIC SERVI	CES	
Sub-Category: Other Diagnostic Serv	ices	
Consultation (diagnostic service provided by Dentist or physician	80% after plan Deductible	80% after plan Deductible
other than requesting Dentist or physician)		Subject to MRC
Unlimited		
Covered if performed by the non-treating Dentist.		
Covered when Necessary in conjunction with Covered Dental Services.		
Diagnostic Casts	80% after plan Deductible	80% after plan Deductible
Limited to 1 service per consecutive 24 months.		Subject to MRC
CATEGORY: MAJOR RESTORATI	VE SERVICES	
Sub-Category: Crowns		
Core Build-up	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC
Sub-Category: Removable and Fixed	Prosthetics	
Tissue Conditioning - Maxillary or Mandibular	80% after plan Deductible	80% after plan Deductible
Unlimited		Subject to MRC



Unlimited

Unlimited

**Occlusion Analysis - Mounted Case** 

### COVERED SERVICES NON-PARTICIPATING TOTAL CIGNA DPPO **BENEFIT DESCRIPTION &** PARTICIPATING PROVIDER PROVIDER LIMITATION CATEGORY: ADJUNCTIVE SERVICES **Sub-Category: Anesthesia** Paid as a separate benefit only when Medically Necessary and/or Dentally Necessary, in accordance with Our clinical guidelines, and when administered in conjunction with complex oral surgical procedures which are covered under this Deep sedation/general anesthesia -80% after plan Deductible 80% after plan Deductible each 15 minute increment Subject to MRC Paid as a separate benefit only when Medically or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with complex oral surgical procedures which are covered under this plan. **Intravenous moderate (conscious)** 80% after plan Deductible 80% after plan Deductible sedation/analgesia - each 15 minute increment Subject to MRC Paid as a separate benefit only when Medically or Dentally Necessary, in accordance with Our clinical guidelines, and only when administered in conjunction with complex oral surgical procedures which are covered under this plan. **Sub-Category: Other Adjunctive Services** 80% after plan Deductible 80% after plan Deductible **Desensitizing Medicament per tooth** and per visit Subject to MRC Per tooth: Limited to 1 service per consecutive 12 months for ages 0 - 17. **Occlusal Adjustment** 80% after plan Deductible 80% after plan Deductible Limited to 1 service per consecutive Subject to MRC 12 months. Occlusal Guard Reline and Repair 80% after plan Deductible 80% after plan Deductible Limited to more than 6 months after Subject to MRC the initial insertion.

80% after plan Deductible

23 myCigna.com

Subject to MRC

80% after plan Deductible



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Class III		
CATEGORY: MAJOR RESTORATI	VE SERVICES	
<b>Sub-Category: Stainless Steel Crown</b>		
Stainless Steel Crown – Primary Tooth	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 120 months.		Subject to MRC
Stainless Steel Crown – Permanent Tooth	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 120 months.		Subject to MRC
Sub-Category: Crowns		
Post and Cores	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Limited to teeth that have had root canal therapy.		
Resin-based Composite Crown	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Multiple restorations on one surface will be treated as a single restoration.		
Coping	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Not covered if done at the same time as a crown on same tooth.		
Crowns – Single Restorations	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Crowns – Single Restorations with Predominately Base Metal	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Sub-Category: Noble, High Noble, Tit	anium and/or Porcelain Crowns	
Crowns – Single Restorations Noble, High Noble, Titanium and/or Porcelain	50% after plan Deductible	50% after plan Deductible Subject to MRC
Limited to 1 service per tooth per consecutive 60 months.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Sub-Category: Bridges		
Pontics	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Pontics, Noble, High Noble, Titanium, Porcelain and Ceramic	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
<b>Sub-Category: Fixed Partial Dentures</b>		
Retainer-Cast Metal for Resin Bonded Fixed Prosthesis	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Sub-Category: Noble, High Noble, Tit	anium and/or Porcelain Pontics and Re	tainer Crowns
Pontics and Retainer Crowns - Noble, High Noble, Titanium, and/or Porcelain	50% after plan Deductible	50% after plan Deductible Subject to MRC
Limited to 1 service per tooth per consecutive 60 months.		Subject to Time
Pontics and Retainer Crowns - Predominantly Base Metal	50% after plan Deductible	50% after plan Deductible
		Subject to MRC
Sub-Category: Inlays/Onlays	500/ 0 1 D 1 (71	500/ 0 1 D 1 (71)
Inlays/Onlays – Retainers (Abutments)	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Inlays/Onlays – Single Restorations	50% after plan Deductible	50% after plan Deductible
Unlimited		Subject to MRC
Sub-Category: Veneers	_	
Labial Veneer	50% after plan Deductible	50% after plan Deductible
Only covered to treat disease or injury.		Subject to MRC
Limited to 1 service per tooth per consecutive 60 months.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Sub-Category: Removable and Fixed	Prosthetics	
Complete Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per arch per consecutive 60 months.		Subject to MRC
No additional allowances for precision or semi-precision attachments.		
Removable Partial Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per arch per consecutive 60 months.		Subject to MRC
No additional allowances for precision or semi-precision attachments.		
Interim Complete and Partial Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 interim complete or partial denture per arch per consecutive 60 months.		Subject to MRC
Overdentures (Partial and Complete)	50% after plan Deductible	50% after plan Deductible
Limited to 1 denture per arch per consecutive 60 months.		Subject to MRC
	R IMPLANTS ment-supported bridge, the alternate benefurgical placement of the implants is appro	
Sub-Category: Prosthetics Over Impla	ants – Crowns	
Crowns - Single Restorations	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Crowns – Retainers/Abutments	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Sub-Category: Prosthetics Over Impla Porcelain Abutment Supported and/or	ants – Predominantly Base Metal, Noble r Implanted Supported Crowns	e, High Noble, Titanium and/or
Abutment Supported Crowns – Single Restorations Noble, High Noble, Titanium and/or Porcelain	50% after plan Deductible	50% after plan Deductible Subject to MRC
Limited to 1 service per tooth per consecutive 60 months.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Sub-Category: Prosthetics Over Impla	ants – Dentures	
Implant/Abutment Supported	50% after plan Deductible	50% after plan Deductible
Complete Dentures  Limited to 1 service per arch per consecutive 60 months.		Subject to MRC
No additional allowances for precision or semi-precision attachments.		
Implant/Abutment Supported Removable Partial Dentures	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per arch per consecutive 60 months.		Subject to MRC
No additional allowances for precision or semi-precision attachments.		
Repair Implant Supported Prosthesis	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
CATEGORY: ADJUNCTIVE SERVI	CES	
<b>Sub-Category: Other Adjunctive Serv</b>	rices	
Occlusal Guards	50% after plan Deductible	50% after plan Deductible
Limited to treatment for bruxism.		Subject to MRC
Limited to 1 occlusal guard every consecutive 24 months.		
CATEGORY: BASIC RESTORATIV	E SERVICES	
Sub-Category: Repairs, Relines, Reba	ses, Adjustments	
Re-cement Prosthetic	50% after plan Deductible	50% after plan Deductible
Limited to repairs performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 1 per consecutive 12 months.		
No teeth limitations.		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
CATEGORY: PERIODONTICS		
Sub-Category: Periodontics – Osseou	s Surgery	
Osseous Surgery	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MRC
Sub-Category: Major/Surgical Period	lontics	
Bone replacement graft – retained natural tooth, by quadrant Limited to 1 service per quadrant or site per consecutive 24 months.	50% after plan Deductible	50% after plan Deductible Subject to MRC
Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction, or when performed in conjunction with an apicoectomy or periradicular surgery.		
Crown Lengthening	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 60 months.		Subject to MRC
Gingivectomy / Gingivoplasty	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MRC
Gingival Flap Procedure	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 24 months.		Subject to MRC
Guided Tissue Regeneration	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per site per consecutive 24 months.		Subject to MRC
Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction; or when performed in conjunction with an apicoectomy or periradicular surgery.		
Soft Tissue Surgery	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per quadrant or site per consecutive 36 months.		Subject to MRC
Surgical Revision Procedure	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth per consecutive 24 months.		Subject to MRC



## COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION

## TOTAL CIGNA DPPO PARTICIPATING PROVIDER

## NON-PARTICIPATING PROVIDER

### Class V

## **CATEGORY: TMD (Commonly Known as TMJ)**

Services related to Temporomandibular Joint/Temporomandibular Disorder.

TMJ includes disorders which have one or more of the following characteristics: Pain in the musculature associated with the temporomandibular joint, arthritic problems with the temporomandibular joint or an abnormal range of motion or limitation of motion of the temporomandibular joint.

Sub-Category: TMJ		
Occlusal Orthotic Device, by report	50% after plan Deductible	50% after plan Deductible
Limited to 1 service every consecutive 24 months.		Subject to MRC
Occlusal Orthotic Device Adjustment	50% after plan Deductible	50% after plan Deductible
Limited to adjustments performed more than 6 consecutive months after the initial insertion.		Subject to MRC
Limited to 2 per consecutive 12 months.		
Cone Beam CT Capture and Interpretation for TMJ Series	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per consecutive 60 months.		Subject to MRC

## Class IX

## **CATEGORY: SURGICAL IMPLANTS**

Covered Dental Expenses include: the surgical placement of the dental implant body; the surgical implant index or template guide used for implant surgery; implant abutment(s) and/or connecting bar(s); periodontal/peri-implant and/or maintenance services specifically related to a dental implant; and/or removal of an existing implant(s). Implant removal is covered only if the implant is not serviceable and cannot be repaired.

Surgical Implant Benefits for Multiple Missing Unreplaced Teeth in an Arch: Benefits for surgical placement of dental implants may be considered when the patient is unable to function with conventional removable full or partial denture prosthesis as appropriate.

Surgical Placement of Dental Implant	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per tooth/site location per consecutive 60 months.		Subject to MRC
Implant Supporting Structures	50% after plan Deductible	50% after plan Deductible
		Subject to MRC
Surgical Placement of Interim Implant Body for Transitional	50% after plan Deductible	50% after plan Deductible
Prosthesis: Endosteal Implant		Subject to MRC
Limited to 1 service per tooth/site location per consecutive 60 months.		

29 myCigna.com



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Implant Maintenance Procedures, including: removal of prosthesis, cleansing of prosthesis and abutments, reinsertion of prosthesis	50% after plan Deductible	50% after plan Deductible Subject to MRC
Limited to 2 services per prosthesis per consecutive 12 months.		
Surgical Implant Index	50% after plan Deductible	50% after plan Deductible
Limited to 2 per tooth per consecutive 12 months.		Subject to MRC
Repair Implant Abutment, by	50% after plan Deductible	50% after plan Deductible
report		
Limited to 1 service per abutment per consecutive 60 months.		Subject to MRC
Implant Removal, by report	50% after plan Deductible	50% after plan Deductible
Limited to 1 service per implant per consecutive 60 months.		Subject to MRC

## Class IV

### **CATEGORY: ORTHODONTICS**

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

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

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

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

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

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

## **Covered Orthodontic Treatment includes:**

Pre-orthodontic Treatment	50% no Deductible	50% no Deductible
Examination to Monitor Growth		
and Development		Subject to MRC
Unlimited		



COVERED SERVICES BENEFIT DESCRIPTION & LIMITATION	TOTAL CIGNA DPPO PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Orthodontic work-up including:	50% no Deductible	50% no Deductible
Intraoral complete series of radiographic images or panoramic radiographic images taken in conjunction with an Orthodontic Treatment plan, cephalometric radiographic images, photographs, diagnostic casts (i.e., study models) for orthodontic evaluation, treatment plan.		Subject to MRC
Fixed or Removable Orthodontic Appliances for Limited Tooth	50% no Deductible	50% no Deductible
Movement and/or Limited Tooth Guidance		Subject to MRC
Unlimited		
Comprehensive Orthodontic	50% no Deductible	50% no Deductible
Treatment Adult and Child Unlimited		Subject to MRC
This includes retainers, habit appliances, and any fixed or removable interceptive orthodontic appliances.		
Periodic Orthodontic Treatment Visit	50% no Deductible	50% no Deductible
V 151t		Subject to MRC
Placement of Device to Facilitate Eruption of Impacted Tooth	50% no Deductible	50% no Deductible
Unlimited		Subject to MRC
Transseptal Fiberotomy/Supra Crestal Fiberotomy, by report	50% no Deductible	50% no Deductible
		Subject to MRC
Harmful Habits Treatment	50% no Deductible	50% no Deductible
Unlimited		Subject to MRC



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

### **General Limitations**

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

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

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

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

HCDFB-DEX44 01-19

## **Expenses Not Covered**

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

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

32 myCigna.com



- charges made by a hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected condition;
- services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;
- consultations and/or evaluations associated with services that are not covered;
- cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance) which may include but is not limited to the following: bleaching (tooth whitening), facings, repairs to facings or replacement of facings on crowns or bridge units on molar teeth will always be considered cosmetic;
- 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;
- occlusal adjustment or the alteration or restoration of occlusion;
- the restoration of teeth which have been damaged by erosion, attrition, abfraction or abrasion;
- bite registration or bite analysis;
- porcelain, ceramic, resin, or acrylic materials on crowns or pontics on, or replacing the upper or lower first, second and/or third molars;
- services to correct congenital malformations, including the replacement of congenitally missing teeth;
- procedures, restorations, appliances or services to stabilize periodontally involved teeth;
- fixed or removable space maintainers for patients on or after their 13th birthday;
- myofunctional therapy;
- the re-cementation and/or repair of any inlay, onlay, crown, post and core, or fixed bridge within 6 months of initial placement by the same Dentist or a different Dentist in the same office. We consider re-cementation and/or repair within this timeframe to be incidental to and part of the charges for the initial restoration;
- replacement of a partial denture or complete denture which can be made serviceable;
- prescription drugs;
- treatment of jaw fractures and/or orthognathic surgery;
- the treatment of cleft lip and cleft palate;

- charges for travel time; transportation costs; or professional advice given on the phone;
- temporary, transitional or interim dental services;
- personal supplies, including but not limited to toothbrushes, rotary toothbrushes, floss holders, and water irrigation devices;
- charges for broken appointments; completion of claim forms; duplication of x-rays and/or exams required by a third party;
- services that are deemed to be medical services;
- any charges, including ancillary charges, for services and supplies received from a hospital, outpatient facility, ambulatory surgical center or similar facility;
- charges for treatment or surgery that does not meet plan guidelines;
- general anesthesia or intravenous sedation when used for the purposes of anxiety control or patient management;
- indirect pulp capping on the same date of service as a permanent restoration, We consider this to be incidental to and part of the charges for services provided and not separately chargeable;
- additional/incremental costs associated with optional/elective orthodontic materials including but not limited to ceramic, clear, or lingual brackets, or other cosmetic appliances including clear aligners; orthognathic surgery and associated incremental costs; appliances to guide minor tooth movement; and services which are not typically included in Orthodontic Treatment. These services will be identified on a case-by-case basis. This exclusion applies when Orthodontics is covered under Your plan;
- endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis;
- intentional root canal treatment in the absence of injury or disease solely to facilitate a restorative procedure;
- services to the extent You or Your enrolled Dependent(s) 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 list of Covered Services, unless
  We agree to accept such expense as a Covered Dental
  Expense, in which case payment will be made consistent
  with similar services which would provide the least
  expensive professionally satisfactory result;
- to the extent that You or any of Your Dependents are in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- charges in excess of the Maximum 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 Services to the extent that payment is unlawful where the Covered Person resides when the expenses are incurred;
- charges for or in connection with experimental procedures or treatment methods not recognized and approved by the American Dental Association or the appropriate dental specialty organization;
- charges which would not have been made in any facility, other than a Hospital or a Correctional Institution owned or operated by the United States Government or by a state or municipal government if the person had no insurance;
- services for which benefits are not payable according to the "General Limitations" section;

- procedures which are not included in the list of Covered Dental Expenses;
- procedures which are not necessary and which do not have uniform professional endorsement;
- for charges for unnecessary care, treatment or surgery;
- athletic mouth guards.

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

HCDFB-DEX66 01-19

## **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 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 Service prior to any reductions due to Coinsurance, Copayment or Deductible amounts. If We contract with an entity to arrange for the provision of Covered 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
  - 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.

Expenses include, but are not limited to the following:

- 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 Copayment amount, 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 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

HCDFB-COB48 01-19 V1

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

This plan does not cover expenses for which another party may be responsible as a result of having caused or contributed to the injury or sickness.

If You incur a Covered Expense for which, in the opinion of Cigna, another party may be liable, We will pay the benefits otherwise payable under the Policy. However, We have a right to attempt recovery of the amount of damages if:

- the amount of recovery exceeds the sum of all economic and noneconomic losses incurred as a result of the injury; or
- the amount of the reimbursement claim is reduced by the pro rata amount of the attorney's fees and expenses of litigation incurred by the injured party in bringing the claim;

at the time that the third party's liability is determined and satisfied, whether by settlement, judgment, arbitration or award or otherwise.

HCDFB-SUB7 01-18

## 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,

36 myCigna.com



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 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 within15 working days from the date You submitted the claim electronically and 30 calendar days from the date You submitted the paper claim after such receipt mail, unless an extension is required due to matters beyond Our control. Any extension will not be more than 15 days. The notice of approval or denial of the claim will state the reasons We may have for failing to pay the claim, either in whole or in part, and which also gives the person so notified a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid.

If We require an extension, You will be notified in writing before the end of the initial 15 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.

#### 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 him, such payment will be made to his legal guardian. If no request for payment has been made by his legal guardian, We will make payment to the person or institution appearing to have assumed his custody and support.

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

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

#### **Time of Benefits**

If We do not pay a claim under this Policy within 15 working days of Our receipt of proof of loss, We will notify You of Our reasons for not paying the claim, in whole or in part, and We will notify You of any information needed to process the claim, or any portion thereof which is not being paid.

Within 15 working days of Our receipt of such information, We will either pay the claim or notify You of its reasons for denying the claim or any portion thereof.

Interest at the rate of 18% per annum will be payable from and after 15 working days following Our receipt of all necessary information on claims due and unpaid within that period.

#### **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 Medical Benefits separately creates an equitable lien by agreement pursuant to which We may seek recovery of any overpayment. You agree that in seeking recovery of any overpayment as a contractual right or as an equitable line by agreement, We may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

HCDFB-POB35 01-19

## **Termination of Insurance**

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

Your insurance will cease on the earliest date below:

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

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

#### **Injury or Sickness**

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

## **Termination of Insurance - Dependents**

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

- the date Your insurance ceases; or
- the date You cease to be eligible for Dependent insurance; 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.

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

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

HCDFB-TRM43 M 01-19

## **Dental Benefits Extension**

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

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

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

## **Dental Benefits Extension Upon Policy Cancellation**

If the dental benefits under this plan cease for You or Your Dependent due to cancellation of the policy, and You or Your Dependent is totally disabled on that date due to an injury or sickness, dental benefits will be paid for covered expenses. However, no benefits will be paid after the earliest of:

- the date You exceed the Maximum Benefit, if any, shown in The Schedule;
- the date You are no longer totally disabled;
- 12 months from the date Your dental benefits cease; or
- 12 months from the date the policy is canceled.



#### **Totally Disabled**

You will be considered totally disabled if, because of an injury or a sickness:

- You are unable to perform the basic duties of Your occupation; and
- You are not performing any other work or engaging in any other occupation for wage or profit.

Your Dependent will be considered totally disabled if, because of an injury or a sickness:

- he is unable to engage in the normal activities of a person of the same age, sex and ability; or
- in the case of a Dependent who normally works for wage or profit, he is not performing such work.

HCDFB-BEX8 01-19

## **Special Plan Provisions**

#### Notice of an Appeal or a Grievance

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

HCDFB-SPP2 01-19

## **Appointment of Authorized Representative**

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

We reserve the right to 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.

HCDFB-AAR3

01-19 V1

# 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.

#### **Start With Customer Services**

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 Member Services representatives. You may also express that concern in writing.

We will do Our best to resolve the matter on Your initial contact. If We need more time to review or investigate Your 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 365 days of receipt of a denial notice. 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 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. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

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

A dental professional, in consultation with the treating Dentist, will decide if an expedited review is necessary. When a review is expedited, We will respond orally with a decision within 72 hours, followed up in writing.

## 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.

Requests for a level-two appeal regarding the Medically Necessary or clinical appropriateness of Your issue will be conducted by Committee, which consists of one or more people not previously involved in the prior decision. The Committee will consult with at least one dental care provider in the same or similar specialty as the care under consideration. You may present Your situation to the Committee by conference call.

For level-two appeals We will acknowledge in writing that We have received Your request and schedule a Committee review. For required preservice and concurrent care coverage determinations, the Committee review will be completed within 15 calendar days. For postservice claims, the Committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

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 Committee meeting, and within the Committee review time frames above if the Committee does not approve the requested coverage.

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

A dental professional, in consultation with the treating Dentist, will decide if an expedited review is necessary. When a review is expedited, We will respond orally with a decision within 72 hours, followed up in writing.

If You are not satisfied with Our level-one appeal decision, You may request a level-two appeal.

#### Appeal to the State of Georgia

You have the right to contact the Department of Insurance or the Department of Human Resources for assistance at any time. The Department of Insurance or Department of Human Resources may be contacted at the following respective addresses and telephone numbers:

Georgia Department of Insurance 2 Martin Luther King, Jr. Drive Floyd Memorial Bldg., 704 West Tower Atlanta, GA 30334 404-656-2056 Department of Human Services Two Peachtree Street, NW 28<sup>th</sup> Floor – Suite 460 Atlanta, GA 30303 404-657-5550

## 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; a statement describing any voluntary appeal procedures offered by the plan and the claimant's right to bring an action under ERISA section 502(a); 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, 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. If Your appeal is expedited, there is no need to complete the level-two process prior to bringing legal action. However, no action will be brought at all unless brought within 3 years after a claim is submitted for In-Network Services or within three years after proof of claim is required under the Plan for Out-of-Network services.

HCDFB-APL68 M 01-19

## 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; mycigna.com; or by calling the toll-free telephone number 1-888-764-0099.

## **Additional Programs**

We may, from time to time, offer or arrange for various entities to offer discounts, benefits or other consideration to Employees for the purpose of promoting the general health and well-being of Employees. 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**

If You are a Cigna Dental Customer You may be eligible for additional dental benefits during certain episodes of care. For example, You may be eligible for additional dental benefits when You have any of the following: pregnancy; diabetes; head and neck cancer radiation; chronic kidney disease; organ transplant; cerebrovascular disease; or cardiac disease. Please review Your plan enrollment materials for details.

#### Administrative Policies Relating to this Contract

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

#### Assignability

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

#### **Entire Contract**

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

#### **Conformity with State and Federal Statutes**

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

#### **Statements not Warranties**

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

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

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



#### Your Dental Records

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

HCDFB-MISC18 01-19
V3 M

## **Definitions**

#### **Active Service**

You will be considered in Active Service:

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

HCDFB-DFS194 M 01-19

#### Amount Eligible for Coverage by Your Plan

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

HCDFB-DFS206 01-19

## **Balance Billing**

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

HCDFB-DFS196 01-19

#### Calendar Year

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

HCDFB-DFS4

#### Calendar Year Maximum

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

HCDFB-DFS195 01-19

#### Certificate

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

HCDFB-DFS207 01-19

#### **Chewing Injury**

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

HCDFB-DFS6

#### Coinsurance

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

HCDFB-DFS8

42 <u>myCigna.com</u>



#### Contract

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

HCDFB-DFS9 01-18

#### **Contracted Fee**

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

HCDFB-DFS14

## **Covered Dental Expenses**

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

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

HCDFB-DFS15

#### **Covered Person**

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

HCDFB-DFS16

#### Covered Service

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

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

HCDFB-DFS17

#### **Deductible**

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

HCDFB-DFS19

#### **Dentist**

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

HCDFB-DFS21

#### Dependent

The term Dependent means:

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

The term child means a child born to You or a child legally adopted by You, including that child from the first day of placement in Your home. It also includes a stepchild, a foster child, 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).

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



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

HCDFB-DFS120 M 01-18

#### **Effective Date**

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

HCDFB-DFS24

#### **Eligibility Waiting Period**

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

HCDFB-DFS29

## **Eligible Class**

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

HCDFB-DFS26

### Eligible Employee

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

HCDFB-DFS25

#### Eligible Person

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

HCDFB-DFS28

#### **Emergency Services**

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

HCDFB-DFS30 01-18

#### **Employee**

The term Employee means, an individual meeting the eligibility criteria as an Employee 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-DFS197 01-19

#### **Employer**

The term Employer means the Policyholder and all Affiliated Employers.

HCDFB-DFS69 01-18

## **Full-Time**

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

HCDFB-DFS33

#### **Functioning Natural Tooth**

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

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

HCDFB-DFS34



#### **Handicapping Malocclusion**

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

HCDFB-DFS35

#### **Maximum Benefit Amount**

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

HCDFB-DFS201 01-19

#### 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

01-20

#### Medicaid

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

HCDFB-DFS40

#### Medically Necessary and/or Dentally Necessary

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

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

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

HCDFB-DFS202 01-19

### Medicare

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

HCDFB-DFS42

#### **Network General Dentist**

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

HCDFB-DFS44

#### Non-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.

HCDFB-DFS45

#### Orthodontic Treatment

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

HCDFB-DFS46

#### **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.

HCDFB-DFS50 07-19

#### Policyholder

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

HCDFB-DFS53

## **Qualified Medical Child Support Order**

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

HCDFB-DFS55

#### 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

#### **Spouse**

The term Spouse means Your legally recognized Spouse in the state where You reside.

HCDFB-DFS58

#### **Usual Fee**

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

HCDFB-DFS66 01-18



#### We, Us and Our

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

HCDFB-DFS59

#### You, Your, Yourself

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

HCDFB-DFS60

## **Federal Requirements**

The following 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

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

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



#### A. Coverage elections

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

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

### B. Change of status

A change in status is defined as:

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

#### C. Court order

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

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

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

#### E. Change in cost of coverage

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

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

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

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

HC-FED95 04-17

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

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

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

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

HC-FED67V1 09-14

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

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

HC-FED13 10-10



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

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

## **Continuation of Health Insurance During Leave**

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

- that leave qualifies as a leave of absence under the Family and Medical Leave Act of 1993, as amended; and
- you are an eligible Employee under the terms of that Act.

  The cost of your health insurance during such leave must be paid, whether entirely by your Employer or in part by you are

paid, whether entirely by your Employer or in part by you and your Employer.

#### Reinstatement of Canceled Insurance Following Leave

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

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

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

HC-FED93 10-17

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

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

## **Continuation of Coverage**

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

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

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

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

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

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

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

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

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

HC-FED18 10-10

## **Claim Determination Procedures**

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

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

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

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



#### **Postservice Determinations**

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

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

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

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

HC-FED83 03-13

## **COBRA Continuation Rights Under Federal Law**

#### For You and Your Dependents

#### What is COBRA Continuation Coverage?

Under federal law, you and/or your Dependents must be given the opportunity to continue health insurance when there is a "qualifying event" that would result in loss of coverage under the Plan. You and/or your Dependents will be permitted to continue the same coverage under which you or your Dependents were covered on the day before the qualifying event occurred, unless you move out of that plan's coverage area or the plan is no longer available. You and/or your Dependents cannot change coverage options until the next open enrollment period.

#### When is COBRA Continuation Available?

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

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

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

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

#### Who is Entitled to COBRA Continuation?

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

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

### **Secondary Qualifying Events**

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



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

#### **Disability Extension**

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

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

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

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

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

## **Medicare Extension for Your Dependents**

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

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

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

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

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

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

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



provide notice of a qualifying event to the Plan Administrator.

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

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

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

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

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

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

#### When and How to Pay COBRA Premiums

First payment for COBRA continuation

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

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

#### Subsequent payments

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

#### Grace periods for subsequent payments

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

## You Must Give Notice of Certain Qualifying Events

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

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

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

Notice must be made in writing and must include: the name of the Plan, name and address of the Employee covered under the Plan, name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation



(e.g., divorce decree, birth certificate, disability determination, etc.).

#### **Newly Acquired Dependents**

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

## COBRA Continuation for Retirees Following Employer's Bankruptcy

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

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

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

HC-FED66 07-14