



The Lincoln National Life Insurance Company  
A Stock Company  
Home Office Location: 1300 S Clinton St, Fort Wayne, Indiana 46802  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: [www.LincolnFinancial.com](http://www.LincolnFinancial.com)

Group Policyholder

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In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on October 1, 2018, and on the same day of each month after that. Policy anniversaries will be each September 1<sup>st</sup>; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of the Policy is September 1, 2018.

A handwritten signature in cursive script, appearing to read "Angela A. Smith".

SECRETARY

A handwritten signature in cursive script, appearing to read "Ellen Cooper".

PRESIDENT

GROUP DENTAL INSURANCE POLICY

# Have a complaint or need help? ¿Tiene una queja o necesita ayuda?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't you may lose your right to appeal.

## **The Lincoln National Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Client Services at 1-800-423-2765**

Email: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Mail: Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, Nebraska 68114-4066

## **Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091  
Austin, TX 78714-9091

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

## **The Lincoln National Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:**

**Client Services al 1-800-423-2765**

Correo electrónico: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Dirección postal:

Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, Nebraska 68114-4066

## **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box  
149091, Austin, TX 78714-9091

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## SCHEDULE OF BENEFITS

### ELIGIBLE CLASS

Class 1 All Full-Time Employees Electing the High Plan

#### CONTRACTING DENTIST PLAN.

##### **Outside Texas – Dental Preferred Provider Organization (PPO) Plan**

This Contracting Dentist Plan is designed to provide high quality dental care while managing the cost of the care. This plan encourages a Covered Person to seek dental care from Dentists who have signed a contract with the dental panel being offered by this Policy. These Dentists are called Contracting Dentists.

Use of a Contracting Dentist is voluntary. The Covered Person may receive treatment from any Dentist he or she chooses. And he or she is free to change Dentists at any time. But, the Covered Employee's out-of-pocket expenses for covered services are usually lower when the services are provided by a Contracting Dentist, though this Policy does not guarantee reduced expenses. Regardless of the Dentist the Covered Person chooses, benefits will be based on the terms, conditions and limitations of this Policy. In Texas, the same Percent Payable, Deductible(s) and Maximums must be used for a Non-Contracting Dentist as those for a Contracting Dentist.

A Directory of Contracting Dentists is available from the Group Policyholder. Information about Contracting Dentists may also be obtained by:

- (1) accessing the Company's web site at **www.LFG.com**; or
- (2) calling the Company's Client Services Department **(800) 423-2765**.

This information is included on the ID card provided to each Covered Employee. When the Covered Employee enrolls Eligible Dependents, two ID cards will be provided.

When using a Contracting Dentist, the Covered Person must present the ID Card. Most Contracting Dentists prepare the necessary claim forms, and submit them to the Company for the Covered Person. Benefits are based on the terms of this Policy.

**OPEN ENROLLMENT PERIOD:** There will be an Open Enrollment Period not to exceed a 60 day period each year, for eligible Employees and their Dependents to enroll for Dental Insurance. Late Entrant Limitations will be waived for anyone enrolling during this Open Enrollment Period. Dental Insurance will become effective on the September 1<sup>st</sup> following the Open Enrollment period.

**SCHEDULE OF BENEFITS**  
**For**  
**Class 1 - All Full-Time Employees Electing the High Plan**

MINIMUM HOURS: 20 hours per week

ELIGIBILITY WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
None

CONTRIBUTIONS: Covered Employees are required to contribute to the cost for Employee Dental Coverage and Dependent Dental Coverage.

Benefit Waiting Period:

Type 2 Procedures:	None
Type 3 Procedures:	None
Type 4 Procedures:	None

Prior Plan Credits: Terms of the Prior Plan Credit provision apply for persons covered on the issue date of this Policy. Refer to the Prior Plan Credit provision in this Policy.

Continuity of Coverage. Terms of the Continuity of Coverage provision apply to persons who were enrolled in another employer's group dental plan within 31 days before the Dental Expense Benefits under this Policy take effect. See the Continuity of Coverage provision of this Policy.

Late Entrant Limitation (when applicable):

Type 2 Procedures:	None
Type 3 Procedures:	None
Type 4 Procedures:	None

**SCHEDULE OF  
BENEFITS (Continued)  
For  
Class 1**

**DENTAL BENEFITS**

	<b>Contracting Dentist</b>	<b>Non-Contracting Dentist</b>
<b>Calendar Year Deductible for these Procedure Types (combined)</b>		
INDIVIDUAL	Types 2 & 3 \$50	Types 2 & 3 \$50
FAMILY	\$150	\$150
<b>Percent Payable by Insurer</b>		
Type 1 - Diagnostic & Preventive Services	100%	100%
Type 2 - Basic Services	80%	80%
Type 3 - Major Services	50%	50%
Type 4 - Orthodontic Services for Dependent Children	50%	50%
Type 1, 2 and 3 Benefits Based On	Negotiated Fees	90 <sup>th</sup> Percentile of Usual & Customary Allowance
<b>Calendar Year Maximum Benefit for Procedures (combined)</b>	\$1,500 Types 1, 2 & 3	\$1,500 Types 1, 2 & 3
The <i>MaxRewards</i> <sup>SM</sup> Benefit is included. Please refer to the "Rollover of Calendar Year Maximum" page.		
<b>Lifetime Maximum Benefit for Type 4 Procedures – Orthodontics for Dependent Children</b>	\$1,000	\$1,000

On the CLAIMS PROCEDURES page, the provision captioned "TO WHOM PAYABLE" is amended to read as follows.

**TO WHOM PAYABLE.** Dental Expense Benefits generally will be paid to the Covered Employee; unless the Covered Employee has assigned such benefits to the Dentist, or an overpayment has been made. However, if services are provided by a Contracting Dentist, benefits are automatically assigned to that Dentist, unless the bill has been paid.

## DEFINITIONS

**ACTIVE WORK or ACTIVELY AT WORK** means an Employee's full-time performance of all customary duties of his or her occupation at:

- (1) the Group Policyholder's place of business; or
- (2) any other business location designated by the Group Policyholder.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday;
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis; or
- (4) a Military Leave or an approved Family or Medical Leave that is not due to the Employee's own health condition.

**APPROPRIATE TREATMENT** (includes **APPROPRIATE**) means the range of services and supplies by which a dental condition may be treated, which falls within the generally accepted practices of dentistry. Appropriate Treatment may vary in techniques, materials utilized and technical complexity, as well as cost.

**BENEFIT WAITING PERIOD** means the period of time a Covered Person must be covered for Dental Expense Benefits -- or for a specific type of Dental Expense Benefits -- under this Policy before that type of service becomes eligible for coverage.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**CONTRACTING DENTIST** means a Dentist who:

- (1) has signed a contract with the dental panel being made available through this Policy; and
- (2) has agreed to abide by the rules of that panel.

It is the Covered Employee's responsibility to verify whether the Dentist is a Contracting Dentist at the time of service. Contracting Dentists are independent contractors; they are not employees or agents of the panel or the Company. The Company does not supervise, control or guarantee the services of the Contracting Dentist or any other Dentist.

**COVERAGE MONTH** means that period of time:

- (1) beginning at 12:01 a.m. on the first day of any calendar month; and
  - (2) ending at 12:00 midnight on the last day of the same calendar month;
- at the Group Policyholder's primary place of business.

**COVERED EMPLOYEE** means an eligible Employee for whom the coverage provided by this Policy is in effect.



## **DEFINITIONS (Continued)**

**COVERED EXPENSES** means expenses Incurred for Necessary Dental Procedures shown on the List of Covered Dental Procedures contained in this Policy. Covered Expenses:

- (1) for a Contracting Dentist, do not exceed:
  - (a) the Dentist's normal charge for a procedure; or
  - (b) the fee allowed by the Dentist's contract with the dental panel;whichever is less; or
- (2) for a Non-Contracting Dentist's charges, do not exceed:
  - (a) for Type 1, 2 or 3 procedures, this Policy's Usual and Customary allowances; and
  - (b) for Type 4 procedures, the maximum Covered Expense, as determined by the Company.

These expenses must be Incurred for procedures performed by a Dentist or by a dental hygienist, under the direction of a Dentist. The expenses must be Incurred while covered by this Policy for those procedures for which a claim is being submitted. Covered Expenses are subject to the terms and limitations of this Policy.

**COVERED PERSON** means an eligible Employee or an eligible Dependent for whom the coverage provided by this Policy is in effect.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight, at the same place.

**DENTIST** means a licensed doctor of dentistry, operating within the scope of his or her license, in the state in which he or she is licensed.

**DEPENDENT:** See the Eligibility for Dependent Dental Coverage section of this Policy.

**DEPENDENT DENTAL COVERAGE** means the coverage provided by this Policy for eligible Dependents.

**ELIGIBILITY WAITING PERIOD** means the continuous period of time that an Employee must be employed in an eligible class with the Group Policyholder, before he or she becomes eligible to enroll for coverage under this Policy.

This Eligibility Waiting Period may be waived for an Employee who qualifies for reinstatement of his or her coverage, as provided in this Policy.

**EMPLOYEE** means a Full-Time Employee of the Group Policyholder.

**EMPLOYEE DENTAL COVERAGE** means the coverage provided by this Policy for eligible Employees.

**EXPENSES INCURRED (includes INCURRED).** An expense is Incurred at the time a service is rendered or a supply is furnished, except that an expense is considered Incurred:

- (1) for an appliance (or change to an appliance), at the time the impression is made;
  - (2) for a crown or bridge, at the time the tooth or teeth are prepared; and
  - (3) for root canal therapy, at the time the pulp chamber is opened;
- provided the service is completed within 31 days from the date it is begun.

**FAMILY OR MEDICAL LEAVE** means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Group Policyholder's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Group Policyholder and required by that law.

## **DEFINITIONS (Continued)**

The leave period, may:

- (1) consist of consecutive or intermittent work days; or
- (2) be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

**FULL-TIME EMPLOYEE** means an employee of the Group Policyholder:

- (1) whose employment with the Group Policyholder is the employee's principal occupation;
- (2) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Benefits;
- (3) who is not a temporary or seasonal employee;
- (4) who is a member of an employee class which is eligible for coverage under this Policy; and
- (5) who is a citizen of the United States or who legally works in the United States.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Title Page of this Policy.

**INJURY** means damage to a Covered Person's mouth, teeth, appliance, or dental prosthesis due to an accident that occurs while he or she is covered by this Policy. Damage resulting from chewing or biting food or other objects is not considered to be an Injury.

**LATE ENTRANT** means an eligible Employee who makes written application:

- (1) more than 31 days after the Employee first becomes eligible for Employee Dental Coverage;
- (2) after Employee Dental Coverage has been cancelled; or
- (3) after Employee Dental Coverage has been terminated due to failure to pay premiums when due.

**LATE ENTRANT** also means an eligible Dependent for whom written application is made:

- (1) more than 31 days after he or she first qualifies for Dependent Dental Coverage;
- (2) after the Covered Employee has requested to terminate Dependent Dental Coverage; or
- (3) after Dependent Dental Coverage has been terminated due to failure to pay premiums when due.

**Exception for involuntary loss of coverage under another group dental plan.** A person will not be considered a Late Entrant if, due to the existence of coverage under an employer's group dental plan, the Employee and/or any Dependents did not enroll within 31 days of becoming eligible for coverage under this Policy; and coverage under the other plan ends for one of the following reasons:

- (1) termination of the other plan by the sponsoring employer;
- (2) loss of the Employee's eligibility in the other plan due to his or her termination of employment or a change in his or her employment classification;
- (3) loss of a spouse's eligibility under the other plan due to his or her termination of employment or a change in his or her employment classification; or
- (4) loss of the Employee's or a Dependent's eligibility under the other plan due to a divorce or the death of the spouse.

This exception will not apply if:

- (1) the loss of coverage under the other dental plan is voluntary (for example, voluntary termination of coverage based on premium contribution levels or the extent of benefits provided); or
- (2) a person enrolls for coverage under this Policy more than 31 days after becoming eligible following the loss of coverage continued under COBRA.

## **DEFINITIONS (Continued)**

In order to qualify for this exception, each person applying for coverage under the Group Policyholder's dental plan must:

- (1) provide proof of coverage under the spouse's prior dental plan; and
- (2) enroll for coverage and pay premiums for the Group Policyholder's plan within 31 days following loss of coverage under the other dental plan.

**LATE ENTRANT LIMITATION PERIOD** means the period of time a Late Entrant must be covered for a specific type of Dental Expense Benefits under this Policy before that type of service becomes eligible for coverage.

**MILITARY LEAVE** means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Group Policyholder's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

**NECESSARY DENTAL PROCEDURE** (includes **NECESSARY** and **DENTAL NECESSITY**) means a procedure, service or supply which the Company, or a qualified party selected by the Company, determines is:

- (1) required by, and Adequate and Appropriate for the diagnosis or treatment of a dental disease, condition or injury;
- (2) Appropriate and consistent with the symptoms and findings, or with the diagnosis and treatment of the Covered Person's dental disease, condition or injury;
- (3) provided in accord with generally accepted practices of dentistry, consistent with current scientific evidence and clinical knowledge;
- (4) on the List of Covered Dental Procedures contained in this Policy;
- (5) the most Appropriate and Professionally Adequate level of service or supply which can be provided on a cost effective basis without adversely affecting the Covered Person's dental condition;
- (6) the least costly professionally acceptable type of service that will adequately treat the condition; and
- (7) not primarily for aesthetic purposes.

Necessary Dental Procedures include the Diagnostic and Preventive Services contained in the List of Covered Dental Procedures contained in this Policy.

The fact that a person's Dentist prescribes a service or supply does not automatically mean that such services or supplies are considered as Necessary Dental Procedures and are covered by this Policy.

**NON-CONTRACTING DENTIST** means a Dentist who is not contracting in the dental panel being made available through this Policy.

**OPEN ENROLLMENT PERIOD** means the period in the calendar year, not to exceed 60 days, during which the Group Policyholder allows eligible Employees to purchase or make changes in their Employee or Dependent Dental Coverage.

Participation in an Open Enrollment Period does not change Policy provisions related to the Eligibility Waiting Period or Benefit Waiting Periods.

**DEFINITIONS**  
**(Continued)**

**ORTHODONTIC TREATMENT** means the use of active appliances to move and correct the position of maloccluded or malpositioned teeth. Orthodontic treatment includes:

- (1) the orthodontic treatment plan and all records;
- (2) the fabrication and insertion of fixed appliances;
- (3) periodic visits and ongoing treatment and adjustments; and
- (4) the retention phase, including periodic visits and passive appliances.

Orthodontic Treatment also includes x-rays, surgical and non-surgical procedures, anesthesia, and other services related to orthodontic care.

**PAYROLL PERIOD** means that period of time established by the Group Policyholder for payment of employee wages. A Payroll Period may be weekly, biweekly, semimonthly or monthly.

**POLICY** means this group dental policy issued by the Company to the Group Policyholder.

**PROFESSIONALLY ADEQUATE** (includes **ADEQUATE**) means the least expensive form of treatment, within the range of Appropriate Treatments, for a given dental condition, that conforms to the generally accepted practices of dentistry.

**USUAL AND CUSTOMARY (U&C)** means the maximum expense covered by this Policy. U&C allowances are based on dental charge information collected by nationally recognized industry databases. U&C allowances are reviewed and updated periodically.

If Covered Expenses are Incurred outside the United States, the U&C allowance will be the amount that would be allowed for that procedure if it had been performed at the Company's Group Insurance Service Office in Omaha, Nebraska.

U&C allowances may be higher or lower than the fees charged by a Dentist. U&C is not an indication of the appropriateness of the Dentist's fee. Instead, U&C is a variable plan provision used to determine the extent of coverage provided by this Policy.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy of which is included with this Policy);
- (2) the Participating Employer's Participation Agreement, if any; and
- (3) the Covered Employees' enrollment forms, if any.

All statements made by the Group Policyholder, Participating Employers, if any, and Covered Employees are representations and not warranties. No statement made by a Covered Employee will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by the Covered Employee; and
- (2) a copy of the statement is furnished to the Covered Employee.

**AUTHORITY TO AMEND CONTRACT.** Only an Officer of the Company located in the Company's Group Insurance Service Office in Atlanta, Georgia, or Omaha, Nebraska, may change this Policy or extend the time for payment of any premium. No change will be valid unless it is made in writing and signed by the Company Officer.

No person other than a Company Officer, or a Group Insurance Service Office employee designated by the Officer, has the authority, expressed or implied, to:

- (1) determine the insurability of a group or any individual within the group;
- (2) make a contract in the name of the Company; or
- (3) amend or waive any provision of this Policy.

**INCONTESTABILITY.** Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Covered Person after his or her coverage has been in force for two years during his or her lifetime.

**NONPARTICIPATION.** This Policy will not be entitled to share in the surplus earnings of the Company.

**INFORMATION TO BE FURNISHED.** The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of coverage which would otherwise be in effect; or
- (2) continue coverage which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the three month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

**MISSTATEMENT OF AGE.** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

**CERTIFICATES.** The Group Policyholder will be furnished with individual certificates of coverage for delivery to each Covered Employee. These certificates summarize the benefits provided by this Policy. If there is a conflict between this Policy and the certificate, this Policy will control.

**CONFORMITY WITH STATE STATUTES.** If any provision of this Policy conflicts with any applicable state law, the provision will be deemed to conform to the minimum requirements of the law.

**WORKERS' COMPENSATION.** This Policy is not to be construed to provide benefits required by Workers' Compensation laws.

**GENERAL PROVISIONS**  
**(Continued)**

**COMPANY'S DISCRETIONARY AUTHORITY.** By purchasing this Policy, the Group Policyholder grants the Company the discretion and final authority to resolve all questions arising from the administration, interpretation and application of this Policy. This authority includes the right to determine:

- (1) eligibility for coverage;
- (2) entitlement to benefits;
- (3) the amount of benefits payable; and
- (4) the amount and sufficiency of information reasonably required to make such decisions.

In making any decision, the Company may rely on the accuracy and completeness of any information furnished by the Group Policyholder or any Covered Person. Decisions made by the Company in the exercise of its discretionary authority shall be conclusive and binding. Failure by the Company to enforce any provision of this Policy does not render that provision unenforceable.

The Group Policyholder, as plan sponsor, agrees that the Group Policyholder retains full responsibility for the legal and tax status of its benefits program; and releases the Company from all responsibility for the reporting and the design of the program; and from all other responsibilities not accepted in writing by a designated Officer in the Company's Home Office.

**CURRENCY.** All premiums and all claims will be payable in United States dollars.

## **ELIGIBILITY AND EFFECTIVE DATES FOR EMPLOYEE DENTAL COVERAGE**

**ELIGIBILITY.** An Employee becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Eligibility Waiting Period is completed.

The Eligibility Waiting Period is shown in the Schedule of Benefits.

**EFFECTIVE DATE.** Employee Dental Coverage becomes effective on the latest of:

- (1) the first day of the Coverage Month coinciding with or next following the date the Employee becomes eligible for the coverage;
- (2) the date the Employee resumes Active Work, if not Actively at Work on the day he or she becomes eligible. The Employee will be deemed Actively at Work on any regular non-working day, if he or she:
  - (a) is not totally disabled or hospital confined on that day; and
  - (b) was Actively at Work on the regular working day before that day;
- (3) if the Employee contributes to the cost of the Employee Dental Coverage, the first day of the Coverage Month coinciding with or next following the date the Employee makes written application for coverage; and signs:
  - (a) a payroll deduction order, if Covered Employees pay any part of the Policy premium for Employee Dental Coverage; or
  - (b) an order to pay premiums from the Employee's Section 125 Plan account, if any contributions are paid through a Section 125 Plan;and pays the first month's premium to the Company; or
- (4) the first day of the Coverage Month coinciding with or next following the date the Company approves a Late Entrant's application.

Any increase in coverage or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Covered Employee becomes eligible for the increase, if Actively at Work on that day; or
- (2) the day the Covered Employee resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect.

Any reduction in coverage or benefits will take effect on the day of the change, whether or not the Covered Employee is Actively at Work.

**OPEN ENROLLMENT PERIOD.** An Employee again becomes eligible to enroll, re-enroll, or change benefit options for Employee Dental Coverage under this Policy during the Group Policyholder's Open Enrollment Period. Any unsatisfied Benefit Waiting Period(s) will apply to coverage elected or changed during the Open Enrollment Period. An Employee who terminates coverage under this Policy and subsequently re-enrolls during an Open Enrollment Period will again be subject to the Policy's Benefit Waiting Period(s).

## **TERMINATION OF EMPLOYEE DENTAL COVERAGE**

**TERMINATION.** An Employee's coverage will terminate on the earliest of:

- (1) the date this Policy is terminated (see the Policy Termination section);
- (2) the last day of the Coverage Month in which the Covered Employee requests termination of coverage;
- (3) the date through which premium has been paid on the Covered Employee's behalf;
- (4) the last day of the Coverage Month in which the Covered Employee ceases to be in a class of Employees which is eligible for coverage under this Policy;
- (5) with respect to a benefit for a specific type of dental service, the date the portion of this Policy providing benefits for that type of service terminates; or
- (6) the last day of the Coverage Month in which the Covered Employee's employment with the Group Policyholder terminates.

**CONTINUATION OF COVERAGE.** Ceasing Active Work results in termination of coverage; but Employee and Dependent Dental Coverage may be continued as follows.

**FAMILY OR MEDICAL LEAVE.** If the Covered Employee goes on an approved Family or Medical Leave and is **not** entitled to any more favorable continuation available during disability, then coverage may be continued until the earliest of:

- (1) the end of the leave period approved by the Employer;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date the Covered Employee notifies the Employer that he or she will not return; or
- (4) the date the Covered Employee begins employment with another employer.

The required premium payments must be received from the Employer, throughout the period of continued coverage.

**MILITARY LEAVE OF ABSENCE/TERMINATION OF EMPLOYMENT DUE TO MILITARY SERVICE.** If a Covered Employee goes on leave for military service of more than 30 days, Dental Coverage may be continued:

- (1) for up to 18 Coverage Months, if the leave begins prior to December 10, 2004; or
  - (2) for up to 24 Coverage Months, if the leave begins on or after December 10, 2004;
- subject to payment of premiums.



## **ELIGIBILITY FOR DEPENDENT DENTAL COVERAGE**

**DEPENDENT** means a person who is a Covered Employee's:

- (1) legal spouse, who is not legally separated from the Covered Employee;
- (2) unmarried child less than 26 years of age; or
- (3) unmarried child age 26 years or older, who is:
  - (a) continuously unable to earn a living because of a physical or mental disability;  
and
  - (b) chiefly dependent upon the Covered Employee for support and maintenance.The child must be covered by the Group Policyholder's dental plan on the day before coverage would otherwise end due to his or her age. Proof of the total disability must be sent to the Company:
  - (a) within 31 days of the day coverage would otherwise end due to age; and
  - (b) thereafter, when the Company requests (but not more than once every two years).

"Child" includes:

- (1) a Covered Employee's natural child or legally adopted child;
- (2) a child placed with the Covered Employee for the purpose of adoption, from the date of placement;
- (3) a child for whom the Covered Employee is required by court order to provide dental coverage;
- (4) a stepchild who resides in the Covered Employee's household; and who is chiefly dependent on the Covered Employee for support;
- (5) a grandchild who is dependent on the Covered Employee for federal income tax purposes at the time of application for coverage of the child; and
- (6) a foster child:
  - (a) who resides in the Covered Employee's household;
  - (b) who is chiefly dependent on the Covered Employee for support; and
  - (c) for whom the Covered Employee has assumed full parental responsibility and control.

**ELIGIBILITY.** A Covered Employee becomes eligible to enroll for Dependent Dental Coverage on the latest of:

- (1) the date the Covered Employee becomes eligible for Employee Dental Coverage;
- (2) the issue date of this Policy; or
- (3) the date the Covered Employee first acquires a Dependent.

An Employee must be covered for Employee Dental Coverage to cover his or her Dependents.

**OPEN ENROLLMENT PERIOD.** An Employee again becomes eligible to enroll, re-enroll, or change benefit options for Dependent Dental Coverage under this Policy during the Group Policyholder's Open Enrollment Period. Any unsatisfied Benefit Waiting Period(s) will apply to coverage elected or changed during the Open Enrollment Period. If an Employee terminates Dependent Dental Coverage under this Policy and subsequently re-enrolls during an Open Enrollment Period, the Dependents will again be subject to the Policy's Benefit Waiting Period(s).

## **EFFECTIVE DATES FOR DEPENDENT DENTAL COVERAGE**

**EFFECTIVE DATES.** Except as provided in the NEW DEPENDENTS section, Dependent Dental Coverage will become effective on the latest of:

- (1) the first day of the Coverage Month coinciding with or next following the date the Covered Employee becomes eligible for Dependent Dental Coverage;
- (2) the first day of the Coverage Month coinciding with or next following the date the Covered Employee makes written application for Dependent Dental Coverage; and, if additional premium is required, the Employee signs:
  - (a) a payroll deduction order, if the Covered Employee pays any part of the premium for Dependent Dental Coverage; or
  - (b) an order to pay premiums from the Employee's Section 125 Plan account, if any contributions for Dependent Dental Coverage are paid through a Section 125 Plan account;  
and pays the first month's Dependent premium to the Company; or
- (3) the first day of the Coverage Month coinciding with or next following the date the Company approves a Late Entrant application for each Dependent applying for Dependent Dental Coverage.

**COURT ORDERED COVERAGE.** If coverage is provided to a child based on a court order which requires the Covered Employee to provide dental benefits for the child, the coverage will become effective on the date stated in the court order; subject to payment of any additional premium.

**NEW DEPENDENTS.** If a Covered Employee acquires a new Dependent, coverage for the new Dependent will become effective on the date the Dependent is acquired; provided:

- (1) the Employee completes a written application; and
- (2) if additional premium is required, a payroll deduction order or Section 125 Plan election is made and any additional premium is paid to the Company;

within 31 days of the date the Dependent is acquired.

**EXCEPTION FOR NEWBORN, ADOPTED CHILD, OR COURT ORDERED CHILD COVERAGE.** If a Covered Employee acquires a newborn Dependent child, adopted child, or child who is a subject of a court order for dental coverage, then the child will be automatically covered for the first 31 days following:

- (1) birth, for newborn Dependent child;
- (2) placement for adoption, or becoming a party to a suit for adoption, for adopted children; or
- (3) the date stated in the court order, for a child who is subject of a court order for dental coverage.

If the Covered Employee elects not to enroll the newborn child, adopted child, or child who is a subject of a court order for dental coverage, and pay any additional premium within 31 days following birth, placement for adoption, or date stated on the court order, the newborn child's coverage will terminate.

If no additional premium is required to add the Dependent, there are no requirements for prior notification, but the Covered Employee should complete a written application to facilitate access to covered services. Coverage for the new Dependent is effective on the date the Dependent is acquired.

However, any Benefit Waiting Period(s) and/or Late Entrant Limitation Periods will be waived for such Dependent child if the Covered Employee elects to enroll the child and pay the applicable premium at any time prior to or within 31 days following the child's third (3rd) birthday.

## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office.

**GRACE PERIOD.** A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period, unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

**PREMIUM RATE CHANGE.** The Company may change any premium rate:

- (1) the date this Policy's terms are changed; or
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Company's liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) when the number of Employees covered by this Policy changes by 15% or more from the number covered on this Policy's effective date or the most recent anniversary; or
- (6) on any premium due date after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

The Company will give at least 60 days' advance written notice of any increase in premium rates.

**PREMIUM AMOUNT.** The amount of premium due on each due date will be the total of the premium amounts obtained by multiplying:

- (1) each rate shown in the Premium Rate Schedule; by
  - (2) the number of employee and family units covered;
- and then adding the monthly billing fee, if any.

For premium purposes, the effective date of any change in coverage is the first day of the Coverage Month which coincides with or follows the change. Changes will not be pro-rated daily.

### PREMIUM RATE SCHEDULE

#### Monthly Dental Rates

Employee Only Coverage	\$34.87 per employee
Employee and Spouse Coverage	\$66.66 per family unit
Employee and Children Coverage	\$84.88 per family unit
Employee, Spouse & Children Coverage	\$116.77 per family unit

## POLICY TERMINATION

**TERMINATION BY THE COMPANY.** To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate coverage if:

- (1) the number of Covered Employees is less than two;
- (2) part of the premium is paid by Covered Employees or through a Section 125 plan; and for Employee Dental Coverage, less than 25% of the eligible Employees are covered (or less than 25% of eligible employees with dependents are insured for any dependent dental coverage);
- (3) all of the premium is paid from the Group Policyholder's general funds:
  - (a) for Employee coverage; and less than 100% of eligible Employees are covered by the Policy; or
  - (b) for Employee and Dependent Coverage; and less than 100% of eligible Employees and Dependents are covered by this Policy;
- (4) the Group Policyholder, without good cause, fails to:
  - (a) promptly furnish any information which the Company may reasonably require;
  - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms which provide dental benefits in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

In determining the above participation rates, "eligible employees" will not include any employee who declines to enroll because it would result in duplicate coverage:

- (1) under this Policy as an employee and a dependent at the same time; or
- (2) under this Policy and another group dental plan with his or her spouse's employer.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate this Policy at any time by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

**AUTOMATIC TERMINATION.** If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

## **DENTAL EXPENSE BENEFITS**

**BENEFIT.** The Company will pay Dental Expense Benefits if a Covered Person incurs Covered Expenses in excess of the Deductible during a Calendar Year. The Company will pay the Percentage Payable shown in the Schedule of Benefits for that type of service; provided any Benefit Waiting Period is satisfied. Benefits will be paid up to the Maximum shown in the Schedule of Benefits for each Covered Person.

**BENEFIT DETERMINATION.** The amount of benefits payable for Type 1, 2 and 3 Procedures will be determined as follows:

- (1) Dates of service are reviewed and categorized by:
  - (a) services prior to effective date;
  - (b) services after termination date; and
  - (c) covered services by benefit period or calendar year.
- (2) Each procedure, service or supply is evaluated to ensure that it qualifies as a Necessary Dental Procedure which is determined to be Professionally Adequate under the terms of the Policy.
- (3) Covered Expenses are determined, and are reduced by any unmet Deductible amount.
- (4) Then, each remaining expense for each covered service is multiplied by the Percent Payable for that type of service, to determine the Dental Expense Benefits payable, subject to Policy provisions, maximums, limitations and exclusions.

Benefits for Covered Expenses are based on Dental Necessity. Services which are determined to be not Necessary are not covered by this Policy, even if they are recommended or provided by a Dentist.

**DEDUCTIBLE.** The Deductible shown in the Schedule of Benefits is the amount of Covered Expenses which must be incurred before benefits are payable. The Deductible applies separately to the Covered Expenses Incurred by each Covered Person. Benefits will be based on those Covered Expenses which are in excess of the Deductible.

After Covered Expenses Incurred by all covered family members combined exceed the Family Deductible shown in the Schedule of Benefits, no additional Covered Expenses will be applied toward the Deductible in that Calendar Year.

**BENEFIT WAITING PERIODS.** The Benefit Waiting Periods are shown on the Schedule of Benefits pages of this Policy.

**LATE ENTRANT LIMITATION PERIODS.** The Late Entrant Limitation Periods are shown on the Schedule of Benefits pages of this Policy.

## ALTERNATIVE PROCEDURES

There may be two or more methods of treating a dental condition. The amount of Covered Expense will be limited to the charge for the least costly procedure or treatment which:

- (1) the dental profession recognizes to be Professionally Adequate, in accord with generally accepted practices of dentistry; and
- (2) the Company determines to be both Adequate and Appropriate, in view of the Covered Person's total current oral condition.

To determine its liability for a dental procedure submitted for consideration, the Company may request the pre-operative dental x-rays and any other pertinent information. Based on its review of this information, the Company will decide which procedure would provide Professionally Adequate restoration, replacement or treatment.

The Covered Person may receive the more expensive procedure or treatment. However, the Company's liability for Covered Expense will be limited to the least expensive procedure which it determines to be Professionally Adequate care.

To find out in advance what charges or alternative procedures will be considered Covered Expenses, a Covered Person may use the Dental Claim Procedure for Predetermination of Benefits, described in this Policy.

## **DENTAL EXPENSE BENEFITS ORTHODONTICS FOR CHILDREN**

**BENEFITS FOR TYPE 4 SERVICES.** The Company will pay Dental Expense Benefits for Orthodontic Treatment if a covered Dependent Child:

- (1) begins Orthodontic Treatment while covered for Type 4 services (Orthodontics), under this Policy; and
- (2) incurs Covered Expenses for Orthodontic Treatment after any Benefit Waiting Period or Late Entrant Limitation Period is satisfied.

The Company will pay the Percentage Payable shown in the Schedule of Benefits for Type 4 services.

Benefits will be paid up to the Maximum shown in the Schedule of Benefits during the covered Dependent Child's lifetime; but only for Covered Expenses Incurred while covered under this Policy.

The Lifetime Maximum will be reduced, on a prorated basis, for orthodontic treatment received before the covered Dependent Child was covered for Type 4 services, including services received while the covered Dependent Child was in a Benefit Waiting Period or Late Entrant Limitation Period.

**BENEFIT WAITING PERIOD.** The Benefit Waiting Period for Type 4 services (Orthodontics) is shown on the Schedule of Benefits page. Benefits for Type 4 services begun before, or received during, this Benefit Waiting Period will not be payable.

**LATE ENTRANT LIMITATION PERIOD.** The Late Entrant Limitation Period for Type 4 services (Orthodontics) is shown on the Schedule of Benefits page. Benefits for Type 4 services begun before or received during this Late Entrant Limitation Period will not be payable.

**BENEFIT PAYMENTS.** Orthodontic Treatment is assumed to be provided in accord with a Treatment Plan.

- (1) Covered Expenses will be based upon the estimated cost and duration of the Treatment Plan; and
- (2) Benefit payments will be pro-rated over the expected duration of the Treatment Plan, as long as the covered Dependent Child remains covered by the orthodontic benefit provision of this Policy, subject to the Lifetime Maximum for Type 4 Procedures shown on the Schedule of Benefits.

**TREATMENT PLAN** means a related series of orthodontic services prescribed by a Dentist to correct a specific dental condition.

**PREDETERMINATION OF BENEFITS.** To find out in advance what benefits will be payable for orthodontic treatment, see the Dental Claims Procedure for Predetermination of Benefits.

## LIMITATIONS AND EXCLUSIONS

Except as required by law, Covered Expenses will not include, and Dental Expense Benefits will not be payable, for:

- (1) any procedure begun:
  - (a) before the Covered Person was covered under this Policy, subject to the Prior Plan Credit provision and the Continuity of Coverage Provision, if included in this Policy; or
  - (b) after termination of the Covered Person's coverage under this Policy.
- (2) treatment or service which:
  - (a) is not recommended by a Dentist or is not provided by or under the direct supervision of a Dentist;
  - (b) is not a Necessary Dental Procedure, required for the care and treatment of a dental condition, as determined by the Company;
  - (c) is not specifically listed as covered by this Policy;
  - (d) does not meet generally accepted practices of dentistry; or
  - (e) is provided by a physician or other health care provider, but is beyond the scope of his or her license.
- (3) charges which exceed Covered Expenses, as defined in this Policy. Benefits will not be payable when:
  - (a) total benefit payments would exceed the Annual or Lifetime Maximums payable under this Policy; or
  - (b) services exceed the frequency limitations contained on the List of Covered Dental Procedures in this Policy.
- (4) procedures which are subject to Benefit Waiting Periods or Late Entrant Limitation Periods, until those Benefit Waiting Periods or Late Entrant Limitation Periods have been satisfied.
- (5) Orthodontic (Type 4) services:
  - (a) which begin before the Dependent child becomes covered under this Policy for orthodontic services, subject to the Prior Plan Credit provision and the Continuity of Coverage Provision, if included in this Policy;
  - (b) which begin during a Benefit Waiting Period or a Late Entrant Limitation Period, subject to the Prior Plan Credit provision and the Continuity of Coverage Provision, if included in this Policy;
  - (c) received after the Dependent child's coverage ends, due to attainment of the maximum age, or for any other reason; or
  - (d) received after coverage for Type 4 services is terminated under this Policy.
- (6) any treatment or services which:
  - (a) are for mainly cosmetic purposes (including but not limited to bleaching of teeth; veneers; and porcelain, composite, or resin-based restorations or prosthetics for posterior teeth, except as specifically shown in the List of Covered Dental Procedures included in this Policy); or
  - (b) are related to the repair or replacement of any prior cosmetic procedure.



**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (7) services related to the replacement of third molars (wisdom teeth).
- (8) except as specifically shown in the List of Covered Dental Procedures included in this Policy, any procedure associated with the placement, restoration, or removal of a dental implant, and any related expenses. Related expenses may include but are not limited to:
  - (a) periodontal services which would not have been performed if the implant had not been planned and/or installed; and
  - (b) any resulting increase in charges for services covered by this Policy that are related to the dental implant.
- (9) any procedure related to a dental disease or Injury to natural teeth or bones of the jaw that is considered a covered service under any group medical plan.
- (10) orthognathic recording, orthognathic surgery, osteoplasty, osteotomy, LeFort procedures, stomatoplasty, computed tomography imaging (CT scans), cone beam, or magnetic resonance imaging (MRIs).
- (11) the adjustment, recementation, reline, rebase, replacement or repair of cast restorations, crowns and prostheses, within 6 months of the completion of the service.
- (12) the replacement of any major restorative services—including, but not limited to, crowns, inlays, onlays, bridges, and dentures—within the time periods shown in the List of Covered Dental Procedures from the date of the last placement of these items. If a replacement is required because of an accidental dental Injury sustained while the Covered Person is covered under this Policy, it will be a Covered Expense. If services related to the Injury are covered by the Covered Person's group medical plan, those charges should be submitted to the medical plan first.
- (13) specialized procedures, including:
  - (a) precision or semi-precision attachments;
  - (b) precious metals for removable appliances;
  - (c) overlays and overdentures; or
  - (d) personalization or characterization.
- (14) duplicate prosthetics or appliances, or for initial placement or replacement of athletic mouth guards, night guards; and, except as specifically included in the List of Covered Dental Procedures contained in this Policy, bruxism appliances or any appliance to correct harmful habits; and for replacement of:
  - (a) space maintainers; or
  - (b) broken, misplaced, lost or stolen dental appliances.
- (15) appliances, restorations or procedures, or their modifications, that:
  - (a) alter vertical dimension;
  - (b) restore or maintain occlusion or for occlusal adjustment or equilibration;
  - (c) stabilize teeth;
  - (d) replace tooth structure lost as a result of erosion, abfraction, abrasion or attrition;
  - (e) surgically or non-surgically treat disturbances of the temporomandibular joint (TMJ), or other craniomandibular or temporomandibular disorders, except as required by law or as specifically shown in the List of Covered Dental Procedures; or
  - (f) involve elimination of undercuts, box form, or concave irregularity caused in the preparation.

**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (16) charges for services provided by:
  - (a) an ambulatory surgical facility;
  - (b) a hospital;
  - (c) any other facility; or
  - (d) an anesthesiologist.
  
- (17) except as specifically shown in the List of Covered Dental Procedures included in this Policy, analgesia, sedation, hypnosis or acupuncture, for anxiety or apprehension.
  
- (18) any medications administered outside the Dentist's office or for prescription drugs.
  
- (19) except as specifically shown in the List of Covered Dental Procedures included in this Policy, charges which do not directly provide for the diagnosis or treatment of a dental Injury or condition, such as:
  - (a) the completion of claim forms;
  - (b) broken appointments;
  - (c) interest or collection charges;
  - (d) sales taxes, except where required by law, or other taxes or surcharges;
  - (e) education, training and supplies used for dietary or nutritional counseling, personal oral hygiene or dental plaque control;
  - (f) caries susceptibility tests, bacteriologic studies, oral cancer screenings, histopathologic exams or pulp vitality testing;
  - (g) copying of x-rays or other dental records; or
  - (h) duplication of services.
  
- (20) itemized or separated charges for dental services, supplies or materials when those services, supplies and materials may be combined into a single, more comprehensive procedure payable under this Policy. This also includes itemized charges which are routinely included in the Dentist's charge for the primary service, such as:
  - (a) sterilization or asepsis charges;
  - (b) a charge for local anesthesia or analgesia, including nitrous oxide;
  - (c) charges for pre- and post-operative care;
  - (d) temporary or provisional dental services (for example, a temporary crown), which are considered to be part of the permanent service, except for interim dentures to replace teeth extracted while covered by this Policy.
  
- (21) charges for which the Covered Person is not liable, or which would not have been made had no coverage been in force.
  
- (22) a Covered Person's dental Injury or condition:
  - (a) for which he or she is eligible for benefits under Workers' Compensation or any similar law;
  - (b) arising out of, or in the course of, work for wage or profit; or
  - (c) sustained while performing military service.
  
- (23) services received for dental conditions caused directly or indirectly by:
  - (a) war or an act of war;
  - (b) intentionally self-inflicted Injury;
  - (c) engaging in an illegal occupation;
  - (d) commission or attempt to commit a felony; or
  - (e) a Covered Person's active participation in a riot.

**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (24) scaling and root planing, or other periodontal treatment; unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish Dental Necessity for treatment.

## COORDINATION OF DENTAL EXPENSE BENEFITS

**EFFECT ON BENEFITS.** If a Covered Person is covered by another Plan, the Dental Expense Benefits under this Policy and benefits under the other Plan(s) will be coordinated for the Claim Period. The Order of Benefit Determination Rules on the next page decide which Plan pays first.

- (1) **Primary Benefits.** When this Plan must pay its full benefits first, the Dental Expense Benefits under this Policy will be paid as if the other coverage did not exist.
- (2) **Secondary Benefits.** When another Plan must pay its full benefits first, the Dental Expense Benefits under this Policy:
  - (a) will be calculated as if the other coverage did not exist; and then
  - (b) will be reduced so that total benefits, from all Plans combined, will not exceed 100% of the Allowable Expenses incurred by the Claimant during that Claim Period.

Even when this Plan pays second, and its benefits are reduced, it will credit towards any unsatisfied Deductible the full amount that it would have credited in the absence of the other coverage. When this Plan's benefits are reduced, each benefit is reduced in proportion.

**DEFINITIONS. The following definitions apply only to this coordination provision.**

A “**Plan**” is a form of coverage with which coordination is allowed. It means any of the following that provides benefits or services for medical or dental care or treatment. Each of the coverages is a separate Plan. If an arrangement has two or more parts, and its coordination provision applies only to some benefits or services, then each part is a separate plan.

- (1) Plan includes the following:
  - (a) group and nongroup insurance contracts and subscriber contracts;
  - (b) uninsured group or group-type coverage arrangements;
  - (c) group and nongroup coverage through closed panel plans;
  - (d) medicare or other governmental benefits, as provided by law, unless specifically excepted below;
  - (e) the medical benefits coverage in automobile insurance contracts;
  - (f) group, blanket or franchise accident and health insurance policies;
  - (g) individual accident and health insurance policies;
  - (h) individual and group preferred provider benefit plans and exclusive provider benefit plans;
  - (i) individual insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care;
  - (j) medical care components of individual and group long-term care contracts; and
  - (k) limited benefit coverage that is not issued to supplement individual or group in-force policies.

**COORDINATION OF DENTAL EXPENSE BENEFITS**  
**(Continued)**

- (2) Plan does not include:
- (a) hospital confinement indemnity coverage or other fixed indemnity coverage;
  - (b) school accident-type coverages, such as contracts that cover students for accidents only, including athletic injuries, either on a 24 hour basis or on a "to and from school" basis;
  - (c) specified disease or specified accident coverage;
  - (d) accident only coverage;
  - (e) medicare supplement policies;
  - (f) a state plan under Medicaid;
  - (g) a governmental plan which, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.
  - (h) disability income protection coverage
  - (i) the Texas Health Insurance Pool;
  - (j) workers' compensation insurance coverage;
  - (k) supplemental benefit coverage;
  - (l) benefits provided in long-term care insurance contracts for non-medical services for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of service; or
  - (m) an individual accident and health insurance policy that is designed to fully integrate with other policies through a variable deductible.

**"Allowable Expense"** means any necessary, Usual and Customary expense for dental care, which is at least partly covered under at least one of the Plans covering the Claimant. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered during the Claim Period will be considered Allowable Expense. If one Plan calculates benefits or services on the basis of negotiated fees and another calculates benefits or services on the basis of Usual and Customary expense, the Primary Plan's fees will be the Allowable Expense for all plans. But, if the Plans are contracted with the same Participating Dentist for a negotiated fee, then each plan will use its own negotiated fee to determine its benefits. If each Plan calculates benefits and services on the basis of Usual and Customary expense, then any amount in excess of the highest Usual and Customary expense is not an Allowable Expense.

**"Claimant"** means the Covered Person for whom claim is made.

**"Claim Period"** means a calendar year (or part of a calendar year) during which the Claimant has been covered under this Policy.

**ORDER OF BENEFIT DETERMINATION RULES.** To decide which Plan pays first, the Company will use the first of the following rules which applies.

- (1) **Noncoordinated/Coordinated Plan.** A Plan without a coordination provision will pay its benefits before a Plan which includes a coordination provision.
- (2) **Nondependent/Dependent.** A Plan covering the Claimant as an employee, member, subscriber, policyholder or retiree will pay its benefits before a Plan covering the Claimant as a dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
- (3) **Dependent Child Covered Under More than One Plan.** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
  - (a) **Child of Parents Married or Living Together.** If the Claimant is a dependent child whose parents are married or living together, whether or not they have ever been married, the Plan of the parent whose birthday falls earlier in the calendar year will pay first. However, if both parents have the same birthday, the Plan which has covered the parent longer will pay first.
  - (b) **Child of Parents Separated, Divorced, or Not Living Together.** If the Claimant is a dependent child whose parents are separated, divorced, or not living together, whether or not they have ever been married, then the Plan of the parent who is required by court decree to pay the child's dental expenses will pay first, but only after the Plan is given notice of those terms of the court decree.

If the terms of court decree provide for joint custody, without specifying responsibility for health care coverage, or if the terms provide for joint responsibility for health care coverage, then the Plan of the parent whose birthday falls earlier in the calendar year will pay first. However, if both parents have the same birthday, the Plan which has covered the parent longer will pay first.

If there is no notice of a court decree requiring payment of such expense, then:

- (i) the custodial parent's Plan pays first;
- (ii) the Plan of the custodial parent's spouse pays next;
- (iii) the noncustodial parent's Plan; and
- (iv) the Plan of the noncustodial parent's spouse pays last.

When a noncustodial parent is responsible for the Claimant's dental expenses, benefits may be paid directly to the provider.

- (c) **Child Coverage/Spouse Coverage.** For a dependent child who has coverage under either or both parents' plans and has his or her own coverage as a dependent under a spouse's plan, the "Length of Coverage" rule applies.

In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the Plan of the parent or spouse whose birthday falls earlier in the calendar year will pay first. However, if the parent and spouse have the same birthday, the Plan which has covered the parent longer will pay first.

**ORDER OF BENEFIT DETERMINATION RULES  
(Continued)**

- (4) **Active/Inactive Employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- (5) **COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- (6) **Length of Coverage.** If none of the above rules apply, then the Plan which has covered the Claimant longer will pay first.

If the Order of Benefit Determination Rules do not determine which Plan pays first, the Allowable Expenses shall be shared equally between the plans.

**RIGHT TO EXCHANGE DATA.** To determine the benefits payable under this section, the Company has the right to exchange information with any insurance company, organization or person. Such data may be exchanged without the consent of (or any notice to) the Covered Person. A Covered Person who claims benefits under this Policy must provide the Company with the data required to apply this Section.

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

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

## CLAIM PROCEDURES FOR DENTAL COVERAGE

### NOTICE AND PROOF OF CLAIM

**Notice of Claim.** Written notice of claim must be given within 20 days after a dental claim is incurred; or as soon as reasonably possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Group Policyholder's (or Participating Employer's) name and Policy number;
- (2) the Covered Employee's name, address and certificate number, if available; and
- (3) the patient's name and relationship to the Covered Employee.

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Covered Employee may send the Company written proof of claim in a letter. It should state the nature, date and cause of the claim.

**Proof of Claim.** The Company must be given written proof of claim within 90 days after the date of services; or as soon as reasonably possible after that.\* Proof of claim must be provided at the Covered Employee's own expense. It must include:

- (1) the nature, date and cause of the claim;
- (2) a description of the services provided and the Dentist's charges for those services; and
- (3) a signed authorization for the Company to obtain more information.

Within 15 days after receiving the first proof of claim, the Company may send a written acknowledgment. It will request any missing information or additional items needed to support the claim. This may include:

- (1) any study models, treatment records or charts;
- (2) copies of any x-rays or other diagnostic materials; and
- (3) any other items the Company may reasonably require.

\* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**PHYSICAL EXAMS.** While a dental claim is pending, the Company may have the claimant examined:

- (1) by a Physician or Dentist of its choice;
- (2) as often as is reasonably required.

Any such exam will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** Any Dental Expense Benefits payable under this Policy will be paid:

- (1) immediately after the Company receives complete proof of claim and confirms liability; and
- (2) in any event, within 60 days after the Company receives acceptable proof of claim.

**TO WHOM PAYABLE.** Dental Expense Benefits will be paid to the Covered Employee; unless:

- (1) benefits have been assigned;
- (2) an overpayment has been made and the Company is entitled to reduce future benefits; or
- (3) state or federal law requires that benefits be paid to:
  - (a) a covered Dependent child's custodial parent or custodian; or
  - (b) the provider, due to that parent's or custodian's assignment.



## CLAIM PROCEDURES (Continued)

**Exception:** Dental Expense Benefits will be paid to the Texas Department of Human Resources (the Department), if:

- (1) the Department incurs expense for a Covered Person's dental treatment; and
- (2) the provider of services affixes a notice of this on the claims submitted.

This payment will not exceed the actual expense incurred by the Department.

**NOTICE OF CLAIM DECISION.** The Company will send the Covered Employee a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may obtain a clinical explanation, upon request and without charge; when benefits are:
  - (a) denied because the service is not considered a Necessary Dental Procedure; or
  - (b) reduced in accord with the Alternative Procedures provision;
- (3) how the claimant may request a review of the Company's decision; and
- (4) whether any more information is needed to support the claim.

This notice will be sent within 15 days after the Company resolves the claim. It will be sent within 30 days after the Company receives the first proof of claim, if reasonably possible.

**Delay Notice.** If the Company needs more time to process a claim, in a special case; then an extension will be permitted. In that event, the Company will send the claimant a written delay notice:

- (1) by the 15<sup>th</sup> day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether any more information is needed to decide the claim; and
- (3) when a decision can be expected.

If the Covered Employee does not receive a written decision within 45 days after the Company receives the first proof of claim; then there is a right to an immediate review, as if the claim was denied.

**Exception:** If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** Within 180 days after receiving a denial notice, the Covered Employee may request a claim review by sending the Company:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

The claimant may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Covered Employee a written notice of its decision. The notice will:

- (1) explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines;
- (2) offer to provide a clinical explanation, upon request and without charge; when benefits have been:
  - (a) denied because the service is not considered a Necessary Dental Procedure; or
  - (b) reduced in accord with the Alternative Procedures provision;
- (3) describe any further appeal procedures available under this Policy; and
- (4) describe the claimant's right to access relevant claim information and to bring legal action.

**CLAIM PROCEDURES**  
**(Continued)**

The notice will be sent within 30 days after receiving the request for review.

**Exception:** If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limit for appeal processing.

**Claims Subject to ERISA (Employee Retirement Income Security Act of 1974).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two internal reviews of the adverse claim decision, in accord with the above provision. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required review; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from any person to or for whom payments were made.

Such reimbursement is required whether the overpayment is due to:

- (1) the Company's error in processing a claim;
- (2) the claimant's receipt of benefits or services under another plan;
- (3) fraud or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

**DENTAL CLAIM PROCEDURE**  
for  
**PREDETERMINATION OF BENEFITS**

If a Covered Person is advised to have non-emergency dental treatment which will cost \$300 or more, he or she should find out in advance what charges may be considered Covered Expenses under this Policy.

To use this procedure:

- (1) the Covered Employee should request a claim form and take it to the Dentist;
- (2) the Dentist will list the proposed procedures and fees on the claim form and return it to the Company along with x-rays and diagnostic aids necessary to verify the need for the procedure;  
and
- (3) the Company will verify current eligibility and determine what benefits would be payable for the procedures listed.

## DENTAL COVERAGE CONTINUATION

The following provisions comply with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended. These provisions apply when Dental Coverage is provided by a private Employer with 20 or more employees (as defined by COBRA). Any further changes made to the COBRA continuation requirements will automatically apply to these continuation provisions.

**RIGHT TO CONTINUE.** Insurance may be continued in accord with the following provisions when:

- (1) a Covered Person becomes ineligible for Policy coverage due to a Qualifying Event shown below; and
- (2) this Policy remains in force.

**"Qualifying Event,"** as it applies to a Covered Employee, means the Covered Employee's termination of employment, hours reduction or retirement, if it would otherwise result in a Qualified COBRA Beneficiary's loss of Policy coverage.

**"Qualifying Event,"** as it applies to a Covered Dependent, means one of the following events, if it would otherwise result in a Qualified COBRA Beneficiary's loss of Policy coverage:

- (1) the Covered Employee's termination of employment, retirement or hours reduction;
- (2) the Covered Employee's death, divorce or legal separation;
- (3) the Covered Employee's becoming entitled to Medicare benefits; or
- (4) a child's ceasing to be an eligible Covered Dependent, under the terms of this Policy.

**"Qualified Beneficiary"** means the Covered Employee and any Covered Dependent who is entitled to continue insurance under this Policy, from the date of the Covered Employee's first Qualifying Event. It also includes the Covered Employee's natural child, legally adopted child or child placed for the purpose of adoption; when the new child:

- (1) is acquired during the Covered Employee's 18- or 29-month continuation period; and
- (2) is enrolled for insurance in accord with the terms of this Policy.

But it does **not** include the Covered Employee's new spouse, stepchild or foster child acquired during that continuation period; whether or not the new Dependent is enrolled for Policy coverage.

**CONTINUATION PERIODS.** The maximum period of continued coverage for each Qualifying Event shall be as follows.

**Termination of Employment.** When eligibility ends due to the Covered Employee's termination of employment; then coverage for the Covered Employee and any Covered Dependents may be continued for up to 18 months, from the date employment ended. Termination of employment includes a reduction in hours or retirement. **Exceptions:**

- (1) **Misconduct.** If the Covered Employee's termination of employment is for gross misconduct, coverage may **not** be continued for the Covered Employee or any Covered Dependents.

**DENTAL COVERAGE CONTINUATION**  
**(Continued)**

- (2) **Disability.** "Disability" or "Disabled" as used in this section, shall be as defined by Title II or XVI of the Social Security Act and determined by the Social Security Administration.

If the Covered Employee:

- (a) becomes disabled by the 60th day after his or her employment ends; and
  - (b) is covered for Social Security Disability Income benefits;
- then coverage for the Covered Employee and any Covered Dependents may be continued for up to 29 months, from the date the Covered Employee's employment ended.

If the Covered Employee's Dependent:

- (a) becomes disabled by the 60th day after the Covered Employee's employment ends; and
  - (b) is covered for Social Security Disability Income benefits;
- then coverage for the Covered Employee and any Covered Dependents may be continued for up to 29 months, from the date the Covered Employee's employment ended.

The Covered Employee must send the Company a copy of the Social Security Administration's notice of disability status:

- (a) within 60 days after they find that the Covered Person is disabled, and before the 18-month continuation period expires; and again
- (b) within 30 days after they find that he or she is no longer disabled.

- (3) **Subsequent Qualifying Event.** If the Covered Employee's Dependent:

- (a) is a Qualified Beneficiary; and
- (b) has a subsequent Qualifying Event during the 18- or 29-month continuation period;

then coverage for that Covered Dependent may be continued for up to 36 months, from the date the Covered Employee's employment ended.

**Loss of Dependent Eligibility.** If a Covered Dependent's eligibility ends, due to a Qualifying Event **other than** the Covered Employee's termination of employment; then that Dependent's coverage may be continued for up to 36 months, from the date of the event. Such events may include:

- (1) the Covered Employee's death, divorce, legal separation, or Medicare entitlement; and
- (2) a child's reaching the age limit, getting married or ceasing to be a full-time student.

One or more subsequent Qualifying Events may occur during the Covered Dependent's 36-month period of continued coverage; but coverage may not be continued beyond 36 months, from the date of the first Qualifying Event.

**Medicare Entitlement.** If the Covered Employee's eligibility under this Policy ends due to a Qualifying Event and he or she becomes entitled to Medicare after electing COBRA continuation coverage, then coverage may not be continued for the Covered Employee. Coverage may be continued for any Covered Dependents for up to 36 months from date of the first Qualifying Event.

If the Covered Employee's eligibility under this Policy continues beyond Medicare entitlement, but later ends due to a Qualifying Event; then any Covered Dependents may continue coverage for up to:

- (1) 36 months from the Covered Employee's Medicare entitlement date; or
- (2) 18 months from the date of the first Qualifying Event (whichever is later).

Coverage may not be continued beyond 36 months, from the date of the first Qualifying Event.

**DENTAL COVERAGE CONTINUATION**  
**(Continued)**

**NOTICE REQUIREMENTS.** The Group Policyholder is required by law to notify the Company within 30 days after the following Qualifying Events:

- (1) the Covered Employee's termination of employment, hours reduction or retirement; and
- (2) the Covered Employee's death or becoming entitled to Medicare benefits.

The Covered Employee or other Qualified Beneficiary:

- (1) must notify the Group Policyholder within 60 days after the later of:
  - (a) the date of a divorce; a legal separation; or a child's ceasing to be an eligible Dependent, as defined by this Policy; or
  - (b) the date the coverage would end as a result of one of these events; and
- (2) must notify the Company within 60 days of the Social Security Administration's finding that a Covered Person was disabled within 60 days after the Covered Employee's termination of employment.

**ELECTION.** To continue Dental Insurance, the Covered Person must notify the Group Policyholder of such election within 60 days from the latest of:

- (1) the date of the Qualifying Event;
- (2) the date coverage would otherwise end due to the Qualifying Event; or
- (3) the date the Group Policyholder sends notice of the right to continue.

Payment for the cost of the insurance for the period prior to the election must be made to the Group Policyholder, within 45 days after the date of such election. Subsequent payments are to be made to the Group Policyholder, in the manner described by the Group Policyholder. The Group Policyholder will remit all payments to the Company.

**TERMINATION.** Continued coverage will end at the earliest of the following dates:

- (1) the end of the maximum period of continued coverage shown above;
- (2) the date this Policy or the Employer's participation under this Policy terminates;
- (3) the last day of the period of coverage for which premium has been paid, if any premium is not paid when due;
- (4) the date on which:
  - (a) the Covered Person again becomes covered under this Policy;
  - (b) the Covered Employee becomes entitled (covered) for benefits under Medicare; or
  - (c) the Covered Person becomes covered under any other group dental plan, as an employee or otherwise.

**OTHER CONTINUATION PROVISIONS.** If any other continuation privilege is available to the Covered Person under this Policy, it will apply as follows.

- (1) **FMLA.** If a Covered Employee continues coverage during leave subject to the Family and Medical Leave Act (FMLA); then COBRA continuation may be elected from the day after the FMLA continuation period ends.
- (2) **Other.** If a Covered Person continues coverage under any other continuation privilege under this Policy; then that continuation period will run concurrently with any COBRA continuation period provided above.

Another continuation privilege may provide a shorter continuation period, for which the Employer pays all or part of the premium. In that event, the Covered Person's share of the premium may increase for the rest of the COBRA continuation period provided above.

## ROLLOVER OF CALENDAR YEAR MAXIMUM

**ELIGIBILITY.** A Covered Person meets this provision's eligibility conditions if he or she was covered prior to the last three months of a calendar year (prior to October, November, or December) and remains covered on the following January 1<sup>st</sup>. If the Covered Person becomes covered in October, November or December, the Covered Person will meet this provision's eligibility conditions if he or she remains covered on the January 1<sup>st</sup> that next follows the calendar year during which he or she was covered within the first nine months of such calendar year. For example, the Covered Person is covered under this Policy beginning on February 1, 2018; he or she meets this provision's eligibility requirements on January 1, 2019. The Covered Person becomes covered under this Policy beginning on October 1, 2018; he or she meets this provision's eligibility requirements on January 1, 2020.

**BENEFIT.** A Covered Person may be eligible for a rollover of a portion of the previous calendar year's unused Calendar Year Maximum, as follows.

**Rollover Amount.** The "Rollover Amount" is the amount by which a Covered Person's Calendar Year Maximum may be increased each calendar year, if the Covered Person:

- (1) meets this provision's eligibility conditions; and
- (2) received dental benefits under this Policy that fall within the Eligible Range, for claims incurred in the previous calendar year.

The maximum for any service with a Lifetime Maximum, such as Orthodontic (Type 4) services, may not be increased.

**Eligible Range.** The "Eligible Range" describes the range of dental benefits, if any, for Type 1, 2, or 3 services that a Covered Person must receive under this Policy, for claims incurred in the previous calendar year, in order to be eligible for a Rollover Amount. If the amount of benefits received for claims incurred in the previous calendar year does not fall within the Eligible Range, no Rollover Amount is accrued for that year. An incurred claim must be paid within 60 days following the end of the calendar year in which it was incurred. Deductibles and coinsurance amounts do not apply to the Eligible Range.

**Rollover Account Balance.** The "Rollover Account Balance" is a Covered Person's unused cumulative Rollover Amount, subject to the Maximum Account Balance shown in the table below. When a claim is paid using the Rollover Amount, the Rollover Account Balance will be reduced by that amount.

**Preferred Provider Bonus.** A "Preferred Provider Bonus" will be added to the Rollover Amount for a calendar year if:

- (1) the Covered Person qualifies for a Rollover Amount, as described above; and
- (2) all of the benefits a Covered Person receives for claims incurred for Type 1, 2, or 3 services in the previous calendar year were for services provided by Participating Dentists.

Calendar Year Maximum	Eligible Range	Rollover Amount without Preferred Provider Bonus	Rollover Amount with Preferred Provider	Maximum Rollover Account Balance
\$1,500	\$1 to \$800	\$350	\$500	\$1,250

**EFFECTIVE DATE OF ROLLOVER AMOUNT.** Any Rollover Amount for which a Covered Person is eligible will be added to the Rollover Account Balance 65 days following the end of the calendar year during which the Rollover Amount was accrued.

**USE OF ROLLOVER AMOUNTS.** Rollover Amounts, if available, are used only when the Covered Person's Calendar Year Maximum is reached.

**ROLLOVER OF CALENDAR YEAR MAXIMUM  
(Continued)**

**LOSS OF ROLLOVER AMOUNTS.** All Rollover Amounts previously added to the Rollover Account Balance will be lost if a Covered Person has any break in coverage under this Policy.



**LIST OF COVERED DENTAL PROCEDURES  
TYPE 1 PROCEDURES – DIAGNOSTIC & PREVENTIVE SERVICES**

- **ROUTINE ORAL EXAMINATIONS**
  - \* up to two per calendar year
  - \* includes comprehensive evaluation, no more than one per Dentist in 3 years
- **DENTAL X-RAYS**
  - \* x-rays taken for orthodontia are not covered under this provision
  - **Bitewing films**
    - \* up to two sets per calendar year, including any bitewings taken as part of a full mouth series
    - \* includes any vertical bitewings
  - **Panoramic x-rays; or**
  - **Full mouth x-rays, including periapical x-rays and bitewings**
    - \* one complete full mouth series or panoramic film, no more than once every three years
  - **Other dental x-rays**
    - \* maximum of six per calendar year
- **PROPHYLAXIS (Routine Cleanings)**
  - \* up to three per calendar year
  - \* includes polishing of teeth and removal of plaque, calculus and stains
- **FLUORIDE TREATMENTS**
  - \* one treatment per calendar year
  - \* for Dependent children through age 18
  - \* includes fluoride varnish for high-risk patients
  - \* does not include take-home or over-the-counter treatments
- **SPACE MAINTAINERS (Passive Appliance)**
  - \* one appliance per site while covered under this provision
  - \* for Dependent children through age 18
  - \* for the purpose of maintaining spaces created by the premature loss of primary teeth
  - \* includes all adjustments within six months after installation
  - \* does not include repairs or replacement costs
- **SEALANTS**
  - \* one treatment per tooth, no more than once in any 36-month period
  - \* for Dependent children through age 13
  - \* for the occlusal surface of unrestored and non-decayed first and second permanent molars only

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES**  
**TYPE 1 PROCEDURES – DIAGNOSTIC & PREVENTIVE SERVICES**  
**(Continued)**

- **EMERGENCY TREATMENT**
  - **Emergency palliative treatment**
    - \* Palliative treatment is limited to:
      - \* opening and drainage of a tooth when no endodontics is to follow
      - \* opening and medicating
      - \* smoothing down a chipped tooth
      - \* dry socket treatment
      - \* pericoronitis treatment
      - \* treatment for aphthous ulcers
  - Benefits are payable only if services are rendered in order to relieve dental pain or dental injury
- **SEDATIVE FILLINGS**
  - \* to relieve pain
  - \* not covered if used as a base or liner under a restoration

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 2 PROCEDURES – BASIC SERVICES**

- **EXAMINATIONS**
  - **Oral examinations**, problem-focused and/or emergency exams (other than routine periodic exams)
    - \* up to two per calendar year
    - \* Benefits are payable for an emergency examination or for emergency palliative treatment, but not both in the same visit
- **INJECTION OF ANTIBIOTICS**
  - \* by the Dentist, in the Dentist's office
- **FILLINGS**
  - **Filling**
    - \* benefits for composite fillings of posterior teeth will be limited to the amount payable for an equivalent amalgam filling
    - \* multiple restorations on the same tooth will be treated as one restoration with multiple surfaces; and multiple restorations on one surface or adjacent surfaces will be treated as one restoration
    - \* replacement fillings for a tooth or tooth surface which was filled within the last 24 months are not covered
  - **Pin retention, in addition to restoration**
- **EXTRACTIONS AND ORAL SURGERY**
  - \* includes local anesthesia and routine post operative visits
  - \* extractions of asymptomatic teeth, except third molars (wisdom teeth), are not covered
  - \* extractions and surgical exposure of teeth, when related to orthodontic treatment, are not covered under this provision; however, if Covered Dental Procedures include orthodontic procedures, there may be coverage under that provision
  - **Simple extraction**
- **ADMINISTRATION OF ANESTHESIA**
  - **General anesthesia or I.V. sedation**
    - \* administered in the Dentist's office by the Dentist or other person licensed to administer anesthesia
    - \* payable in connection with:
      - \* a complex cutting procedure;
      - \* a documented health history that would require the administration of anesthesia;
      - \* a child through 6 years of age; or
      - \* a physically or developmentally disabled Covered Person
    - \* not covered when benefits for the accompanying surgical procedure are not payable
    - \* not covered when administered due to patient anxiety
    - \* anesthesia, when related to orthodontic treatment, is not covered under this provision; however, if Covered Dental Procedures include orthodontic procedures, there may be coverage under that provision

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES**

- **CONSULTATIONS**
  - \* provided by a Dentist other than the Dentist providing any treatment
  - \* payable if no other services are rendered
- **PREFABRICATED STAINLESS STEEL OR RESIN CROWNS**
  - \* resin crowns are covered for anterior and bicuspid teeth only
  - \* replacement for a crown which was placed within the last 24 months is not covered
- **EXTRACTIONS AND ORAL SURGERY**
  - \* includes local anesthesia and routine post operative visits
  - \* extractions of asymptomatic teeth, except third molars (wisdom teeth), are not covered
  - \* extractions and surgical exposure of teeth, when related to orthodontic treatment, are not covered under this provision; however, if Covered Dental Procedures include orthodontic procedures, there may be coverage under that provision
  - **Surgical removal of erupted tooth**
  - **Removal of impacted tooth** (soft tissue, partially or completely bony)
  - **Surgical exposure of impacted or unerupted tooth**, to aid eruption
  - **Excision of hyperplastic tissue**
  - **Excision of pericoronal gingiva**
  - **Removal of exposed roots**
  - **Surgical removal of residual tooth roots**
  - **Excision of lesions, malignant or benign tumors**
  - **Radical resection of bone for tumor with bone graft**
  - **Incision and removal of foreign body from soft tissue**
  - **Removal of foreign body from bone**
  - **Maxillary sinusotomy for removal of tooth fragment or foreign body**
  - **Suture of soft tissue wound**
    - \* excludes closure of surgical incisions
  - **Incision and drainage of abscess**
  - **Frenulectomy**
  - **Sialolithotomy and Sialodochoplasty**
  - **Dilation of salivary duct**
  - **Sequestrectomy for osteomyelitis or bone abscess**
  - **Closure of fistula**, salivary or oroantral
  - **Reimplantation of tooth or tooth bud due to an accident**
  - **Alveolectomy** (with or without extractions)
  - **Vestibuloplasty**
  - **Removal of exostosis of the maxilla or mandible**
    - \* includes removal of tori
  - **Biopsy and examination of oral tissue**
    - \* includes brush biopsy

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES  
(Continued)**

- **REPAIR of PROSTHETICS**
  - \* no benefits are payable within six months of installation
  - **Repair of dentures**
    - \* repair of complete denture includes repair of broken base and replacement of missing or broken teeth
    - \* repair of partial dentures includes repair of acrylic saddles on base, cast framework, repair or replacement of broken clasp, and replacement of missing or broken teeth
  - **Repair or recementation of inlays, crowns and bridges**
- **ENDODONTICS** (treatment of diseases of root canal, periapical tissue and pulp chamber)
  - **Pulp cap**, direct or indirect
    - \* not covered if done on the same day as the permanent restoration
  - **Pulpotomy**
    - \* primary teeth only
  - **Gross pulpal debridement**
  - **Root canal therapy**
    - \* permanent teeth only
    - \* includes necessary x-rays and cultures
    - \* retreatment of previous root canal therapy covered once per tooth per lifetime
  - **Root canal obstruction: non-surgical treatment**
  - **Incomplete endodontic therapy, inoperable or fractured tooth**
  - **Internal root repair of perforation defects**
  - **Apexification**
  - **Apicoectomy**
  - **Root amputation**
  - **Hemisection**
- **PERIODONTICS** (treatment of disease of the soft tissue or bone surrounding the tooth)

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES  
(Continued)**

- **PERIODONTAL MAINTENANCE CLEANING**
  - \* up to two per calendar year
  - \* following active periodontal therapy
  - \* not covered if performed less than 3 months following periodontal surgery or scaling and root planing
- **NON-SURGICAL PERIODONTAL SERVICES**
  - \* not covered unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish the Dental Necessity for treatment
  - \* benefit payment may be based on tooth, sextant or quadrant
  - **Full-Mouth Debridement**
    - \* one treatment per lifetime
  - **Scaling and root planing**, for pathological alveolar bone loss
    - \* one treatment in any 24-month period
    - \* not covered if performed less than 3 months following periodontal surgery
  - **Localized delivery of chemotherapeutic agent by means of a controlled release vehicle**
    - \* following active periodontal therapy which has failed to resolve the condition
    - \* one per tooth in any 36-month period
    - \* not payable within 60 days of periodontal therapy
- **PERIODONTAL SURGERY**
  - \* not covered unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish the Dental Necessity for treatment
  - \* surgical treatment includes post operative visits
  - \* one operative session per quadrant in any 36-month period
  - \* benefits for multiple periodontal surgeries within the same quadrant on the same day will be paid based on the most comprehensive procedure provided that day
  - **Gingivectomy or gingivoplasty**
  - **Osseous surgery**
  - **Soft tissue graft**
  - **Bone replacement graft**
  - **Subepithial connective tissue graft**
  - **Guided tissue regeneration**
    - \* not covered under this provision if performed in a site where the tooth has been extracted
  - **Crown lengthening**

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES  
(Continued)**

- **PROSTHODONTICS – Fixed or Removable**  
Services to replace teeth extracted or accidentally lost
  - \* includes adjustments, within six months of the placement date
  - \* benefits are not payable for temporary or provisional services
- **Bridge abutments and pontics (fixed)**
  - \* replacement including a dental implant is limited to one time in any five consecutive years from the placement date of the same or any other type of prosthetic at the same site, unless replacement is required due to an accidental Injury
- **Dentures, complete (upper or lower) or partial (upper or lower) or unilateral partial (removable)**
  - \* fees for partial dentures include all conventional clasps, rests and teeth
  - \* includes addition of teeth or clasp(s) to an existing partial denture
  - \* replacement including a dental implant is limited to once in any five consecutive years, per denture, from the placement date of the same or any other type of prosthetic at the same site, unless replacement is required due to an accidental Injury, provided the existing denture is not serviceable
- **Adjustments to dentures**, more than six months after installation
- **Tissue conditioning**
  - \* one per arch per calendar year
- **Reline of complete or partial denture**
  - \* one per calendar year, per denture
- **Rebase of complete or partial denture**
  - \* once in any 5-year period, per denture
- **Dental implants**
  - \* not covered for claimants prior to age 16
  - \* implants are limited to one per tooth in any five consecutive years; or sooner, if a replacement is required because of an accidental dental injury
- **Surgical placement of implant body**
- **Implant prosthetics**
  - \* implant-supported crown
  - \* abutment-supported crown
  - \* implant abutment (includes placement)
  - \* implant-supported retainer
  - \* abutment-supported retainer
- **Other implant procedures**
  - \* implant maintenance procedures
  - \* repair implant abutment
  - \* repair implant-supported prosthesis
  - \* removal of implant body
- **Bone replacement graft**, at the site of an extracted tooth
  - \* one per site while covered under this Policy
- **Guided tissue regeneration**, at the site of an extracted tooth
  - \* one per site while covered under this Policy

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES  
(Continued)**

- **MAJOR RESTORATIONS**

- \* inlays, onlays, veneers, and crowns are covered only when needed due to substantial loss of tooth structure caused by decay or accidental Injury to teeth and when the tooth cannot be restored by other more conservative methods
- \* benefits are not payable for the placement of an inlay, onlay, veneer, or crown within five years since the placement date of an inlay, onlay, veneer, or crown on the same tooth, unless replacement is required due to an accidental Injury
- \* benefits are not payable for temporary or provisional services
- \* temporary services in place for one year or more are considered to be permanent services and are subject to this Policy's frequency limitations
- \* not covered for claimants prior to age 16

- **Inlays**
- **Onlays**
- **Crowns and posts**
- **Crown build-up**, in conjunction with a payable crown
- **Cast post and core**, in conjunction with a payable crown
- **Cast post**, as part of a payable crown
- **Veneers**

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.



**LIST OF COVERED DENTAL PROCEDURES  
TYPE 4 PROCEDURES – ORTHODONTICS  
(FOR DEPENDENT CHILDREN)**

- **ORTHODONTICS**

Active and passive services related to the guidance and alignment of teeth

- **Diagnostic services**
  - \* **Examinations**
  - \* **X-rays**
  - \* **Diagnostic casts or study models**
- **Treatment plan**
- **Orthodontic extractions**
  - \* includes anesthesia, if Necessary
- **Transseptal Fibrotomy**
- **Orthodontic appliances**

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of this Policy.

## **PRIOR PLAN CREDIT**

**ELIGIBILITY.** A Covered Person is eligible for Prior Plan Credit if:

- (1) the Schedule of Benefits shows that the Prior Plan Credit provision applies;
- (2) the Covered Person is covered under:
  - (a) the Group Policyholder's prior group dental plan; or
  - (b) the prior dental plan of an affiliate or an entity acquired by the Group Policyholder after this Policy's effective date;on the day before Dental Expense Benefits under this Policy take effect for the Group Policyholder, affiliate, or acquired company; and
- (3) the Covered Person immediately becomes covered under this dental plan on the day the Group Policyholder's, affiliate's, or acquired company's Dental Expense Benefits under this Policy take effect.

**EFFECT OF PRIOR PLAN CREDIT ON BENEFITS.** If this provision applies, then the Covered Person's Dental Expense Benefits will be payable as follows.

- (1) Orthodontia Benefits paid by the prior plan will be applied toward the Lifetime Maximum for Type 4 services (Child Orthodontia) under this Policy.
- (2) The Covered Person's continuous months of coverage under the prior plan just before it terminated will count toward this Policy's Benefit Waiting Period for Type 2 services (Basic Care) or Type 3 services (Major Care), if any.
- (3) The Covered Person's continuous months of coverage under the prior plan just before it terminated will also count toward any Benefit Waiting Period for Type 4 services (Child Orthodontia) under this Policy; but only if both the prior plan and this Policy provide orthodontia benefits.

## CONTINUITY OF COVERAGE

**ELIGIBILITY.** A Covered Person is eligible for credit upon transfer from another employer's group dental plan if the Schedule of Benefits shows that the Continuity of Coverage provision applies and:

- (1) the Employee:
  - (a) is covered under a previous employer's group dental plan within 31 days before Dental Expense Benefits under this Policy take effect for such Employee and coverage with the group dental plan terminates; and
  - (b) immediately becomes covered under this dental plan on the earliest day that the Dental Expense Benefits under this Policy can take effect.
- (2) the Employee's Dependent:
  - (a) is covered under an employer's group dental plan within 31 days before Dental Expense Benefits under this Policy take effect and coverage with the group dental plan terminates;
  - (b) immediately becomes covered under this dental plan on the earliest day that the Dental Expense Benefits under this Policy can take effect; and
  - (c) the Employee is covered for Group Dental Expense Benefits under this Policy.

**EFFECT OF CONTINUITY OF COVERAGE ON BENEFITS.** If this provision applies, then the Covered Person's Dental Expense Benefits will be payable as follows.

- (1) Orthodontia Benefits paid by the prior plan will be applied toward the Lifetime Maximum for Type 4 services (Child Orthodontia) under this Policy.
- (2) The Covered Person's continuous months of coverage under the prior plan just before it terminated will count toward this Policy's Benefit Waiting Period for Type 2 Procedures (Basic Care) or Type 3 services (Major Care), if any.
- (3) The Covered Person's continuous months of coverage under the prior plan just before it terminated will also count toward any Benefit Waiting Period for Type 4 services (Child Orthodontia) under this Policy; but only if both the prior group dental plan and this Policy provide orthodontia benefits.

## How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

**For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:**

**Accident, accident and health, or health insurance (including HMOs):**

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$200,000 for all other types of health insurance.

**Life insurance:**

- Up to \$100,000 in net cash surrender or withdrawal value.
- Up to \$300,000 in death benefits.

**Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

**Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

**Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.

**Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

**Texas Life and Health Insurance Guaranty Association**

1717 West 6<sup>th</sup> Street Suite 230  
Austin, TX 78703-4776  
1-800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

For questions about insurance, contact:

**Texas Department of Insurance**

P.O. Box 12030  
Austin, TX 78711  
1-800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.