

AdvantagePlus (1S) Dental Plan Florida





CompBenefits Company

a Prepaid Limited Health Services Organization
licensed under Chapter 636, Florida Statutes

5775 Blue Lagoon Drive, Suite 400
Miami, FL 33126-2034

Certificate of Group Dental Benefits

This Certificate of Group Dental Benefits ("Certificate") outlines the features of the Group Contract for Dental Benefits ("Contract") between CompBenefits Company ("Company") and Your group ("Group"). **Read it carefully to become familiar with Your coverage.** The Contract must be consulted to determine the exact terms and conditions of coverage. Your coverage may be terminated or amended in whole or in part under the terms and provisions of the Contract.

I. Definitions

- A. **"Benefits"** are those Covered Dental Care Services available to the Members as stated in the Certificate.
- B. **"Contributions"** are those periodic payments due Company in order for Members to receive Benefits as provided by the Certificate.
- C. **"Copayment"** is an additional fee the Participating General Dentist or Participating Specialist may charge Member when providing Dental Care Services not specified as "No Charge" in the Certificate.
- D. **"Copayment Benefits"** are those Covered Dental Care Services for which there are reduced fees which are due and payable directly by the Member to the Participating General Dentist or Participating Specialist at the time the services are rendered or in accordance with the particular payment procedures of the Participating General Dentist or Participating Specialist.
- E. **"Covered Dental Injury"** means all damage to a covered person's mouth due to an accident caused by any sudden, unexpected impact from outside the oral cavity, and all complications arising from that damage.
- F. **"Covered Dental Care Services"** are those services to be performed by a Participating General Dentist or Participating Specialist pursuant to the terms of the Certificate and a Participating General Dentist Agreement or a Participating Specialist Agreement. To be covered by Company, services must be (a) necessary; and (b) appropriate for the given condition. The Company may use the professional review of a dentist to determine the necessity and/or appropriateness of a given course of treatment.
- G. **"Dental Facility"** is the location of the Participating General Dentist's or Participating Specialist's office where Members shall receive Dental Care Services.
- H. **"Dependent"** means the following dependents of the Subscriber: a) the legal spouse; and b) all unmarried dependent children under nineteen (19) years of age, or under twenty-three (23) if they are full-time students in an accredited college or university and dependent on the Subscriber for primary support (unless otherwise negotiated or covered by amendment to this Certificate). The term "children" also includes: a) adopted children and b) stepchildren and foster children living with the Subscriber in a parent-child relationship. A Dependent may include Your domestic partner (in lieu of legal spouse) if Your Group elects to provide coverage for domestic partners as shown in the Contract. It is the obligation of the Subscriber to notify the Group of Dependent status or change in Dependent status.
- I. **"Effective Date"** is the first day that a Member is entitled to receive Benefits designated in the Certificate.
- J. **"Member"** is a Subscriber and/or covered eligible Dependent of a Subscriber.
- K. **"No Charge Benefits"** are those Covered Dental Care Services for which there are no additional fees due the Participating General Dentist or Participating Specialist by Member.
- L. **"Participating General Dentist" or "Participating Specialist"** are those licensed dentists selected and contracted with Company as independent contractors to provide dental Benefits to Members.
- M. **"Subscriber" "You" or "Your"** is the enrolled employee or member of the group in good standing for whom the necessary Contributions and Copayments have been made in payment for Covered Dental Care Services.

- N. **"Treatment Plan"** is that individual proposal by the Participating General Dentist or Participating Specialist outlining the recommended course of the Member's treatment. A written copy may be requested by the Member.
- O. **"Usual Charges"** are those fees that are customarily charged for services by the Participating General Dentist or Participating Specialist. Said charges are not determined by Company.

II. Contributions and Copayments

It is agreed that in order for Member to be eligible for and entitled to receive Benefits provided by this Certificate, Company must receive all Contributions in advance. The Participating General Dentist or Participating Specialist must receive any Copayments in accordance with their particular payment procedure.

III. Benefits

From the Effective Date, Company agrees to provide Benefits to Members through Participating General Dentists or Participating Specialists on a No Charge Benefits or Copayment Benefits basis in accordance with the Member's Schedule of Benefits contained in this Certificate. There is no exclusion due to pre-existing dental conditions except in those instances in which treatment has been initiated but not yet completed prior to the Effective Date.

IV. Pre-Treatment Estimate

If the cost of a Member's services are expected to exceed \$300, the Company recommends that You ask the dentist to submit a Treatment Plan for a Pre-Treatment Estimate to our Claims Department. The Claims Department will process the Treatment Plan and send You a copy of the estimate of benefits for planned services. The estimate is based upon Benefits available at the time of processing and may change if other claims are submitted prior to completion of treatment. This gives You the opportunity to know exactly the amount of Benefits allowable before any fees are incurred.

V. Alternate Treatment

The treatment of a dental condition is often discretionary, that is there is more than one way to treat a dental problem. For example, either a crown or a filling could be used to restore a tooth. Another example is in some cases a fixed partial denture or a removable partial denture may be used. If more than one type of service can be used to treat a dental condition, Company has the right to base Benefits on the least expensive service. If the Member and the Member's dentist decide that the Member wants the alternative treatment, You are responsible for charges exceeding the least expensive treatment cost.

VI. Disenrollment from the Dental Plan – Termination of Benefits

- A. Except for nonpayment of Contributions or termination of eligibility, Company may cancel this Certificate as to a Member's coverage with forty-five (45) days written notice for the following reasons:
 - 1. When a Member commits any action of fraud or material misrepresentation in applying for or presenting any claims for benefits involving company.
 - 2. When a Member's behavior is disruptive, unruly, abusive, unlawful, fraudulent, or uncooperative to the extent that the Member's continuing participation seriously impairs the ability of a Participating General Dentist or Participating Specialist, to provide services to the Member and/or to other Members.
 - 3. When a Member misuses the documents provided as evidence of benefits available pursuant to the Contract or this Certificate.
 - 4. When a Member furnishes to the Company incorrect or incomplete information for the purposes of fraudulently obtaining services.
 - 5. When a Dental Facility is not available within the immediate geographical area of the Subscriber.
 - 6. When reasonable efforts by the Company to establish and maintain a satisfactory patient relationship are unsuccessful or when the Member has indicated unreasonable refusal to accept necessary treatment. When a Member refuses to accept treatment from two (2) Dental Facilities, proof of unreasonable refusal shall be presumed conclusively.
 - 7. Prior to cancellation, the Company shall make every effort to resolve the problem through its grievance procedure and to determine that the Member's behavior is not due to use of the Dental Care Services provided or mental illness.
- B. Disenrollment and termination of Benefits will occur on the last day of the month after voluntary disenrollment.

VII. Continuation of Coverage

Unless cancellation of this Certificate is made for reasons specified in VI.(1) Subscribers who continue to pay appropriate Contributions and Copayments will have their Certificates automatically renewed at the expiration of the first twelve (12) months. The following conditions also will apply:

- A. At the attainment of the applicable age, coverage as a Dependent shall be extended if the individual is and continues to be both:
 - 1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
 - 2. Chiefly dependent upon the Subscriber for support and maintenance, provided proof of such incapacity and dependency is furnished to Company by the Subscriber within thirty-one (31) days of the Dependent's attainment of the limiting age and subsequently as may be required by Company, but not more frequently than once every two (2) years.
- B. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that certain employers maintaining group medical and dental plans offer employees and their Dependents the opportunity to continue their coverage when such coverage ends under certain conditions.

More information about COBRA continuation can be obtained from a Subscriber's employer. COBRA does not apply to coverage maintained on any basis other than that through an employer-employee relationship.

VIII. Coverage for Newborn Children and Adding Additional Dependents

- A. A child born to the Subscriber while this Certificate is in force is covered under this Certificate from the moment of birth, up to thirty (30) days. If coverage is to continue, the Subscriber must notify Company within sixty (60) days from the date of birth and pay the required Contribution, if any.
- B. A child placed with You for adoption will be covered from the earlier of: 1) the date of birth if a petition for adoption is filed within 30 days of the birth of such child; 2) the date You gain custody of the child under a temporary court order that grants You conservatorship of the child; or 3) the date the child is placed with You for adoption; and additional premium, if any, is paid.
- C. Additional eligible Dependents of Subscriber may be added to this Certificate upon application to Company. When Dependents of a Subscriber become ineligible, upon application they may change their status and continue their Benefits as an individual Subscriber.

IX. Conversion Provisions

- A. A Member who has been continuously covered under the Contract for at least three (3) months, and who loses that coverage, may request to be converted to individual coverage within thirty-one (31) days after losing the coverage without providing evidence of insurability. The Member must pay Contributions at individual rates.
- B. A Member shall not be entitled to have a converted contract issued to him or her if termination of his or her coverage occurred for any of the following reasons:
 - 1. Failure to pay any required premium or Contribution.
 - 2. Replacement of any discontinued coverage by similar coverage within thirty-one (31) days.
 - 3. Fraud or material misrepresentation in applying for any benefits under the Certificate.
 - 4. Disenrollment for cause as specified in VI.I.
 - 5. Willful and knowing misuse of the Company identification card or Certificate by the Member.
 - 6. Willful and knowing furnishing to Company by the Member of incorrect or incomplete information for the purpose of fraudulently obtaining coverage or benefits from Company.
 - 7. The Subscriber has left the geographic area of Company with the intent to relocate or establish a new residence outside Company's geographic area.
- C. Subject to the conditions set forth above, the conversion privilege shall also be available to:
 - 1. The surviving spouse and/or children, if any, at the death of the Subscriber, with respect to the spouse and such children whose coverage under the Company contract terminate by reason of such death.
 - 2. To the former spouse whose coverage would otherwise terminate because of annulment or dissolution of marriage, if the former spouse is dependent for financial support.
 - 3. To the spouse of the Subscriber upon termination of coverage of the spouse, while the Subscriber remains covered under a group Company contract, by reason of ceasing to be a qualified family Member under the group contract.
 - 4. To a child solely with respect to himself or herself, upon termination of his or her coverage by reason of ceasing to be a qualified family Member under a group Company contract.

X. General Provisions

A. Appointments

All non-emergency Covered Dental Care Services rendered to Member shall be on a prior appointment basis during the normal office hours of the Participating General Dentist or Participating Specialist. In order to receive Benefits, Member must make an appointment with a Participating General Dentist or Participating Specialist, and the request for an appointment must be made after the Effective Date. When making an appointment, Member should inform Dental Facility that he or she is a Company Member.

Member may request an emergency appointment (treatment of accidental, painful, or urgent conditions) within twenty-four (24) hours of calling the Dental Facility, subject to the appropriate Copayment.

B. Emergency Care

Emergency care means treatment due to injury, accident, or severe pain requiring the services of a dentist which occurs under circumstances where it is neither medically nor physically possible for the Member to be treated by any Company Participating General Dentist. An acute periodontal abscess and an acute periapical abscess which occur under circumstances where it is not possible for the Member to be treated by any Company Participating General Dentist are examples where emergency benefits would be applicable.

1. Out-of-Area Emergency Care:

When more than one hundred (100) miles from the nearest available Company Participating General Dentist, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental office. Company must be notified of such treatment within ninety (90) days of its receipt.

2. In-Service-Area Emergency Care:

When Member is within one hundred (100) miles of any Company Participating General Dentist, during Company's normal business hours the Member should first contact his/her Participating General Dentist and request an emergency appointment. If his/her dentist is unable to render Emergency Care, Member should contact Company Member Services Department and request assistance in obtaining Emergency Care from another Company Dental Facility at that Facility's usual fees less a 25 % reduction.

If Emergency Care is required after Company's normal business hours, and it is not possible to contact a Company Participating General Dentist, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed Dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental offices. Company must be notified of such treatment within ninety (90) days of its receipt.

C. Dental Records

Dental records concerning services rendered to Member shall remain the property of the Participating General Dentist or Participating Specialist. Member agrees that his/her dental records may be reviewed by Company as deemed necessary for claims processing purposes and in compiling utilization and/or similar data. Company agrees to honor confidentiality of said data.

D. Limitations and Exclusions

1. Major restorative services will be subject to the following:

- a. denture, removable partial denture, or fixed partial denture must replace a natural tooth extracted while covered under this Certificate, however, this provision will not apply if the Contract replaces a prior group dental policy under which You were covered, and You are covered by this Certificate on the effective date of the Contract without a break in coverage, provided: a) the prosthetic replaces teeth that were extracted while insured under the prior policy; and b) the prosthetic work is completed within 12 months of the extraction;
 - b. the replacement of a partial denture, full denture, or the addition of teeth to a partial denture if: (i) replacement occurs at least five years after the initial date of insertion of the current full or partial denture or resin bonded bridge; (ii) replacement occurs at least five years after the initial date of insertion of an existing implant or fixed bridge; (iii) replacement prosthesis or the addition of a tooth to a partial denture is required by the necessary extraction of a functioning natural tooth while covered under this Certificate; or (iv) replacement is made necessary by a Covered Dental Injury to a partial denture, full denture, or fixed partial denture (including a resin bonded bridge) provided the replacement is completed within 12 months of the injury;
 - c. the replacement of crowns, cast restorations, inlays, onlays, fixed partial dentures or other laboratory prepared restorations only if: (i) replacement occurs at least eight years after the initial date of insertion; and (ii) they are not serviceable and cannot be restored to function;
 - d. the replacement of an existing partial denture with fixed bridgework, only if upgrading to fixed bridgework is essential to the correction of the person's dental condition;
 - e. the replacement of teeth up to the normal complement of 32; and
 - f. denture adjustments are limited to once every twelve (12) months starting twelve (12) months after placement.
2. No service of any dentist other than a Participating General Dentist or Participating Specialist will be covered by Company, except out-of-area emergency care as provided in Section X, Paragraph B of this Certificate.
 3. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, or enjoy any of the other privileges of a Member in good standing.
 4. Orthodontic treatment, if a Covered Dental Care Service as shown in the Member's Schedule of Benefits, is limited to one twenty-four (24) month course of treatment.
 5. Members who are children may be seen by a Pediatric Dentist for any reason until their seventh (7th) birthday. Referrals to a Pediatric Dentist after age seven require medical documentation.
 6. Only one (1) periapical radiograph is an allowed benefit for root canal treatment.
 7. The total number of periodontal maintenance and all other prophylaxis treatments combined are limited to two (2) per member every twelve (12) months.
 8. Company does not provide coverage for the following services:
 - a) Pharmaceuticals, drugs or medications.

- b) Services which in the opinion of the Participating General Dentist, Participating Specialist or Company are (a) not necessary; (b) not appropriate for the given condition or not customarily used for dental care; (c) do not have uniform professional endorsement or do not meet the standards set by the American Dental Association; (d) experimental or investigational in nature; (e) for which the Member has no legal obligation to pay; or (f) for which a charge would have been made in the absence of insurance.
- c) Any service that is not consistent with the normal and/or usual services provided by the Participating General Dentist or Participating Specialist or which in the opinion of the Participating General Dentist or Participating Specialist would endanger the health of the Member.
- d) Any service or procedure which the Participating General Dentist or Participating Specialist is unable to perform because of the general health or physical limitations of the Member.
- e) Any dental treatment started prior to the Member's effective date for eligibility of benefits.
- f) Services for injuries and conditions which are covered under Workers' Compensation or Employers' Liability laws; or that arises out of or in the course of a job or employment for pay or profit.
- g) Treatment for cysts, neoplasms and malignancies.
- h) General anesthesia, IV sedation, and nitrous oxide, unless it is specifically listed on the Schedule of Benefits. When listed on the Schedule of Benefits, general anesthesia and IV sedation are covered only when medically necessary and provided in conjunction with other Covered Dental Services and performed by an Oral Surgeon, Periodontist, or Pediatric Dentist. The following rationales are not eligible for benefits: 1) pain control, unless documented allergy to local anesthetic; 2) anxiety; 3) fear of pain; 4) pain management; or 5) emotional inability to undergo surgery.
- i) Any procedure, service, or supply which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years, as determined by Company.
- j) Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling.
- k) Appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting.
- l) Any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion including occlusal adjustment, bite restoration, or bite analysis.
- m) Adult fluoride treatments, athletic mouth guards, myofunctional therapy, infection control, precision or semi-precision attachments, denture duplication, oral hygiene instructions, radiograph duplication charges for claim submission, separate charges for acid etching, completion of claim fees, equipment or technology fees, exams required by third party, personal supplies (water pik, toothbrush, floss holder, etc.), or replacement of lost or stolen appliances.
- n) Any procedure, service or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction, or disease of the temporomandibular joints or their associated structures.
- o) Procedures that are a covered expense under any other medical plan (established by the employer) which provides group hospital, surgical, or medical benefits whether or not on an insured basis.
- p) Extraction of asymptomatic third molars, including extraction of erupted third molars for orthodontics.
- q) Cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance). Facings on crowns or fixed partial dentures on molar teeth will always be considered cosmetic.
- r) Dental implants and related services.
- s) Restoration of teeth that have been damaged by attrition, abrasion, or erosion.
- t) Resin bonded bridges, including associated retainers and pontics.
- u) Charges for travel time, transportation costs, or professional advice given on the phone.
- v) Procedures performed by a dentist who is a member of Your immediate family.
- w) Any charges, including ancillary charges, made by a hospital, ambulatory surgical center or similar facility.
- x) Any charges related to the review of any diagnostic biopsy, material, or specimens submitted to a pathologist, or pathology lab, for histological review.
- y) Charges for treatment rendered; (a) in a clinic, dental or medical facility sponsored or maintained by the employer of any Member; or (b) by an employee of any Member.
- z) Charges for treatment performed outside the United States other than for emergency treatment. Benefits for emergency treatment that is performed outside the United States is limited to \$100 (US dollars) per year.
- aa) Dental services required while serving in the armed forces, or the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared.

E. Notice of Independent Contractor Relationship

Company assumes responsibility of fulfilling the terms of this Certificate. Participating General Dentists and Participating Specialists are independent contractors, and Company cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by a Participating General Dentist or Participating Specialist, or for any damages which result from any defective or dangerous condition in or about any Dental Facility.

F. Coordination of Benefits

"Coordination of benefits" is the procedure used to pay dental care expenses when a person is covered by more than one plan. Company follows rules established by Florida law to decide which plan pays first and how much the other plan must pay. The objective is to make sure the combined payments of all plans are no more than your actual bills.

When you or your family members are covered by another group plan in addition to this one, we will follow Florida coordination of benefit rules to determine which plan is primary and which is secondary. You must submit all bills first to the primary plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary plan.

Company pays for dental care only when you follow our rules and procedures. If our rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and you will be forced to choose which plan to use.

PLANS THAT DO NOT COORDINATE

Company will pay benefits without regard to benefits paid by the following kinds of coverage.

- Individual (not group) policies or contracts unless they contain a Coordination of Benefits Provision.
- Medicaid
- Group hospital indemnity plans which pay less than \$100 per day
- School accident coverage
- Some supplemental sickness and accident policies

HOW COMPANY PAYS AS PRIMARY PLAN

When we are primary, we will pay the full benefit allowed by your contract as if you had no other coverage.

HOW COMPANY PAYS AS SECONDARY PLAN

When we are secondary, our payments will be based on the balance left after the primary plan has paid. We will pay no more than that balance. In no event will we pay more than we would have paid had we been primary.

- We will pay only for dental care expenses that are covered by Company.
- We will pay only if you have followed all of our procedural requirements, including (care obtained from or arranged by your primary care physician, precertification, etc.).
- We will pay no more than the "allowable expenses" for the dental care involved. If our allowable expense is lower than the primary plan's, we will use the primary plan's allowable expense. That may be less than the actual bill.

WHICH PLAN IS PRIMARY?

To decide which plan is primary, we have to consider both the coordination provisions of the other plan and which member of your family is involved in a claim. The Primary Plan will be determined by the first of the following which applies:

1. Non-coordinating Plan

If you have another group plan which does not coordinate benefits, it will always be primary.

2. Employee

The plan which covers you as an employee (neither laid off nor retired) is always primary.

3. Children (Parents Divorced or Separated)

If the court decree makes one parent responsible for dental care expenses, that parent's plan is primary. If the court decree gives joint custody and does not mention dental care, we follow the birthday rule. If neither of those rules applies, the order will be determined in accordance with the Florida Insurance Department rule on Coordination of Benefits.

4. Children & the Birthday Rule

When your children's dental care expenses are involved, we follow the "birthday rule." The plan of the parent with the first birthday in a calendar year is always primary for the children. If your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your children. However, if your spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that plan.

5. Other Situations

For all other situations not described above, the order of benefits will be determined in accordance with the Florida Law on Coordination of Benefits.

XI. Review and Mediation of Complaints

A. Informal Grievances

If You have a concern about a Dental Facility or the Dental Plan, You can call the Company's Member Services Department at the telephone number listed below and explain Your concern to one of the Member Services Representatives. Most questions/concerns are able to be addressed at the time of Your first phone call

by reviewing Your dental plan, normal procedures as described in this Certificate, and interpreting what might appear to be complicated typical dental office procedure. Should You consider this informal grievance procedure unsatisfactory, You have the right to file a formal written grievance with Company and/or submit Your grievance directly to the State of Florida Department of Financial Services, Office of Insurance Regulation.

B. Submission of Formal Grievances

If You have a grievance against Company for any matter arising out of this Certificate or for Covered Dental Care Services rendered thereunder, You may submit a formal written statement of the grievance to Company. Such written statement shall be specifically identified as a grievance, shall be submitted to Company within one (1) year from occurrence of the events upon which the grievance is based, and shall contain a statement of the action requested, the Member's name, address, telephone number, Member number, signature and the date. The statement should be sent to the Company's Grievance Coordinator at Company's address as listed below. More information on and assistance with Company's grievance procedures may be obtained by calling Company's Member Services Department number listed below.

C. Response to Formal Grievances

The Grievance Coordinator will investigate the grievance, gather all of the relevant facts, review the case with the appropriate parties and respond in writing to You and the Participating General Dentist or Participating Specialist, if appropriate, within ten (10) days of completion of the review. If the grievance involves a dental related matter or claim, the Company's Dental Director shall be involved in the resolution. If it involves denial of benefits or services, the written decision shall state the specific provisions of this Certificate upon which the denial is based. All grievances shall be processed within sixty (60) days, however, if the grievance involves collection of information from outside the Plan's service area, an additional thirty (30) days will be allowed for processing.

D. Appeal of Decision

If You are dissatisfied with the formal grievance decision, You may request reconsideration by the Company's Grievance Panel and may request a personal appearance before the Grievance Panel. Such requests for reconsideration must be made within sixty (60) days after receipt of the written decision. In addition, a Member always has the right to grieve directly to the State of Florida Department of Financial Services, Office of Insurance Regulation, at anytime.

E. Contact Information

CompBenefits Company
5775 Blue Lagoon Dr., Suite 400
Miami, FL33126
Attn: Member Services Department
or call, toll free at (800) 342-5209

Florida Department of Financial Services
Office of Insurance Regulation
Consumer Assistance
200 East Gaines Street
Tallahassee, FL 32399-032
call toll free Consumer Hotline at (800) 342-2762



PLAN SUMMARY DESCRIPTION

AdvantagePlus Plan Name	1S
Office Visit Co-pay GP/SP	\$0/\$0
Dependent Age/ Dependent Maximum Age	26/26
Annual Maximum (excludes Orthodontia)	Unlimited
Waiting Period—Major Service	No Waiting Periods
Specialist Coverage	Specialty
Preventive & Diagnostic, Basic and Major Services: (Please refer to your "Schedule of Benefits and Subscriber Co-payments" for complete co-payment information)	Fixed Member Co-payments

Please refer to your Certificate for plan specifics regarding your benefits.

<p>Waiting Periods for Preventive & Diagnostic, Basic and Major Services: The benefit categories listed below may be subject to a waiting period. Please refer to the "Waiting Period" column below, for your specific plan information. For a complete listing of the procedures included within each category, please refer to your "Schedule of Benefits and Subscriber Co-payments." For all other covered procedures not listed below, no waiting period will apply.</p>	
<p>Procedures <u>Major Services</u> (all procedures listed within the Schedule of Benefits)</p>	<p>Waiting Period None</p>
<p>*For all other procedure categories not listed above, no benefit waiting period will apply.</p>	



ANNUAL MAXIMUM (excludes Orthodontics): See Plan Summary Description
WAITING PERIOD-Major Services: See Plan Summary Description

Co-payment amounts for listed procedures are applicable at either the Participating General Dentist or Participating Specialist.

schedule of benefits and subscriber co-payments

Table with 6 columns: ADA CODE, PROCEDURE, PATIENT PAYS, ADA CODE, PROCEDURE, PATIENT PAYS. It is divided into two sections: PREVENTIVE SERVICES and BASIC SERVICES. The table lists various dental procedures and their corresponding patient co-payment amounts.



schedule of benefits and subscriber co-payments

Table with 6 columns: ADA CODE, PROCEDURE, PATIENT PAYS, ADA CODE, PROCEDURE, PATIENT PAYS. It is divided into two main sections: BASIC SERVICES (cont.) and MAJOR SERVICES. Each section lists various dental procedures with their corresponding ADA codes and patient co-payment amounts.



schedule of benefits and subscriber co-payments

Table with 6 columns: ADA CODE, PROCEDURE, PATIENT PAYS, ADA CODE, PROCEDURE, PATIENT PAYS. It lists various dental procedures and their associated costs, categorized under MAJOR SERVICES (cont.).



schedule of benefits and subscriber co-payments

ADA CODE	PROCEDURE	PATIENT PAYS
MAJOR SERVICES (cont.)		
D6600	Inlay/porcelain/ceramic two surfaces (limit 1 every 8 years)	\$355.00
D6601	Inlay - porcelain/ceramic 3 or more surfaces (limit 1 every 8 years)	\$373.00
D6602	Inlay - cast high noble metal two surfaces (limit 1 every 8 years)	\$380.00
D6603	Inlay - cast high noble metal 3/more surfaces (limit 1 every 8 years)	\$418.00
D6604	Inlay - cast predom base metal 2 surfaces (limit 1 every 8 years)	\$372.00
D6605	Inlay - cast predom base metal 3/more surfaces (limit 1 every 8 years)	\$394.00
D6606	Inlay - cast noble metal two surfaces (limit 1 every 8 years)	\$366.00
D6607	Inlay - cast noble metal 3 or more surfaces (limit 1 every 8 years)	\$406.00
D6608	Onlay - porcelain/ceramic two surfaces (limit 1 every 8 years)	\$386.00
D6609	Onlay - porcelain/ceramic 3 or more surfaces (limit 1 every 8 years)	\$403.00
D6610	Onlay - cast high noble metal two surfaces (limit 1 every 8 years)	\$409.00
D6611	Onlay - cast high noble metal 3/more surfaces (limit 1 every 8 years)	\$448.00
D6612	Onlay - cast predom base metal 2 surfaces (limit 1 every 8 years)	\$407.00
D6613	Onlay - cast predom base metal 3/more surfaces (limit 1 every 8 years)	\$426.00
D6614	Onlay - cast noble metal two surfaces (limit 1 every 8 years)	\$399.00
D6615	Onlay - cast noble metal 3 or more surfaces (limit 1 every 8 years)	\$414.00
D6720	Crown resin with high noble metal (limit 1 every 8 years)	\$474.00
D6721	Crown resin w/predom base metal-denture (limit 1 every 8 years)	\$450.00
D6722	Crown resin with noble metal (limit 1 every 8 years)	\$458.00
D6740	Crown porcelain/ceramic (limit 1 every 8 years)	\$499.00
D6750	Crown porcelain fused to hi noble metal-denture (limit 1 every 8 years)	\$486.00
D6751	Crown porcelain fused predom base metal (limit 1 every 8 years)	\$453.00
D6752	Crown porcelain fused to noble metal (limit 1 every 8 years)	\$464.00
D6780	Crown - cast high noble metal (limit 1 every 8 years)	\$458.00
D6790	Crown full cast high noble metal-denture (limit 1 every 8 years)	\$469.00

ADA CODE	PROCEDURE	PATIENT PAYS
MAJOR SERVICES (cont.)		
D6791	Crown full cast predom base metal-denture (limit 1 every 8 years)	\$445.00
D6792	Crown full cast noble metal-denture (limit 1 every 8 years)	\$461.00
D6930	Recent fixed partial denture (limit 1 every 5 years)	\$57.00
D6970	Cast post&core add fix part dentur retainer (limit 1 every 8 years)	\$157.00
D6972	Prefab post&core add fix part dentur retain (limit 1 every 8 years)	\$128.00
D6973	Core build up for retainer including any pins (limit 1 every 8 years)	\$103.00
D7210	Surg rmv erupted tooth rqr elev flp&rmv bone	\$108.00
D7220	Removal of impacted tooth - soft tissue	\$135.00
D7230	Removal of impacted tooth - partially bony	\$179.00
D7240	Removal of impacted tooth - completely bony	\$211.00
D7241	Rmv imp tooth - cmpl bony w/ unusual surg comps	\$265.00
D7250	Surgical removal of residual tooth roots	\$114.00
D7310	Alveoplasty conjnc w/extractions-per quadrant	\$125.00
D7311	Alveoplasty conjnc xtract 1-3 teeth/spaces quad	\$97.00
D7320	Alveoplasty not in conjnc w/extractions-quad	\$181.00
D7321	Alveoplasty not conjnc xtract 1-3 teeth/spce quad	\$153.00
D7510	Incision & drainage abscess-intraoral soft tiss	\$120.00
D7520	Incision & drainage abscess-extraoral soft tiss	\$570.00
D7960	Frenulectomy separate procedure	\$111.00
D7970	Excision of hyperplastic tissue-per arch	\$272.00
D9110	Palliative treatment dental pain - minor proc	\$45.00
D9215	Local anesthesia	\$0.00
D9241	IV conscious sedation/analg - 1st 30 minutes	\$144.00
D9242	IV conscious sedation/analg - ea add 15 minutes	\$60.00
D9310	Professional consultation by non-treating dentist	\$96.00
D9951	Occlusal adjustment - limited	\$58.00
D9952	Occlusal adjustment - complete	\$326.00



schedule of benefits and subscriber co-payments

ADA PROCEDURE PATIENT
CODE PAYS

ORTHODONTICS

D8070 / D8080	Comprehensive Orthodontic treatment of the transitional/adolescent dentition Children up to 19 years of age Up to 24 months of routine orthodontic treatment for Class I and Class II cases	
	Consultation	\$0.00
	Evaluation	\$35.00
	Records/Treatment Planning	\$250.00
	Orthodontic treatment	\$2,100.00
D8090	Comprehensive Orthodontic treatment of the transitional/adult dentition Adults 19 years of age and older Up to 24 months of routine orthodontic treatment for Class I and Class II cases	
	Consultation	\$0.00
	Evaluation	\$35.00
	Records/Treatment Planning	\$250.00
	Orthodontic treatment	\$2,300.00
D8680	Retention	\$450.00

NOTE:

1. Your Participating General Dentist and Participating Specialist office visit co-payment amounts, if applicable, are shown on your I.D. card. Your office visit co-payment is applicable for all dates of service and is in addition to the co-payment amounts listed for Covered Dental Care Services.
2. Not all Participating Dentists perform all listed procedures, including amalgams. Please consult your dentist prior to treatment for availability of services.
3. Unlisted Covered Dental Care Services are available at the Participating Dentist's usual fee less 20%.
4. Additional exclusions and limitations are listed along with full plan information in your Certificate of Benefits.



LIMITATIONS AND EXCLUSIONS

1. Major restorative services will be subject to the following:
 - a. denture, removable partial denture, or fixed partial denture must replace a natural tooth extracted while covered under this Certificate, however, this provision will not apply if the Contract replaces a prior group dental policy under which You were covered, and You are covered by this Certificate on the effective date of the Contract without a break in coverage, provided: a) the prosthetic replaces teeth that were extracted while insured under the prior policy; and b) the prosthetic work is completed within 12 months of the extraction;
 - b. the replacement of a partial denture, full denture, or the addition of teeth to a partial denture if: (i) replacement occurs at least five years after the initial date of insertion of the current full or partial denture or resin bonded bridge; (ii) replacement occurs at least five years after the initial date of insertion of an existing implant or fixed bridge; (iii) replacement prosthesis or the addition of a tooth to a partial denture is required by the necessary extraction of a functioning natural tooth while covered under this Certificate; or (iv) replacement is made necessary by a Covered Dental Injury to a partial denture, full denture, or fixed partial denture (including a resin bonded bridge) provided the replacement is completed within 12 months of the injury;
 - c. the replacement of crowns, cast restorations, in-lays, onlays, fixed partial dentures or other laboratory prepared restorations only if: (i) replacement occurs at least eight years after the initial date of insertion; and (ii) they are not serviceable and cannot be restored to function;
 - d. the replacement of an existing partial denture with fixed bridgework, only if upgrading to fixed bridgework is essential to the correction of the person's dental condition;
 - e. the replacement of teeth up to the normal complement of 32; and
 - f. denture adjustments are limited to once every twelve (12) months starting twelve (12) months after placement.
2. No service of any dentist other than a Participating General Dentist or Participating Specialist will be covered by Company, except out-of-area emergency care as provided in Section X, Paragraph B of this Certificate.
3. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, or enjoy any of the other privileges of a Member in good standing.
4. Orthodontic treatment, if a Covered Dental Care Service as shown in the Member's Schedule of Benefits, is limited to one twenty-four (24) month course of treatment.
5. Members who are children may be seen by a Pediatric Dentist for any reason until their seventh (7th) birthday. Referrals to a Pediatric Dentist after age seven require medical documentation.
6. Only one (1) periapical radiograph is an allowed benefit for root canal treatment.
7. The total number of periodontal maintenance and all other prophylaxis treatments combined are limited to two (2) per member every twelve (12) months.
8. Company does not provide coverage for the following services:
 - a) Pharmaceuticals, drugs or medications.
 - b) Services which in the opinion of the Participating General Dentist, Participating Specialist or Company are (a) not necessary; (b) not appropriate for the given condition or not customarily used for dental care; (c) do not have uniform professional endorsement or do not meet the standards set by the American Dental Association; (d) experimental or investigational in nature; (e) for which the Member has no legal obligation to pay; or (f) for which a charge would have been made in the absence of insurance.
 - c) Any service that is not consistent with the normal and/or usual services provided by the Participating General Dentist or Participating Specialist or which in the opinion of the Participating General Dentist or Participating Specialist would endanger the health of the Member.
 - d) Any service or procedure which the Participating General Dentist or Participating Specialist is unable to perform because of the general health or physical limitations of the Member.
 - e) Any dental treatment started prior to the Member's effective date for eligibility of benefits.
 - f) Services for injuries and conditions which are covered under Workers' Compensation or Employers' Liability laws, or that arises out of or in the course of a job or employment for pay or profit.
 - g) Treatment for cysts, neoplasms and malignancies.
 - h) General anesthesia, IV sedation, and nitrous oxide, unless it is specifically listed on the Schedule of Benefits. When listed on the Schedule of Benefits, general anesthesia and IV sedation are covered only when medically necessary and provided in conjunction with other Covered Dental Services and performed by an Oral Surgeon, Periodontist, or Pediatric Dentist. The following rationales are not eligible for benefits: 1) pain control, unless documented allergy to local anesthetic; 2) anxiety; 3) fear of pain; 4) pain management; or 5) emotional inability to undergo surgery.



LIMITATIONS AND EXCLUSIONS (cont.)

- i) Any procedure, service, or supply which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years, as determined by Company.
- j) Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling.
- k) Appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting.
- l) Any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion including occlusal adjustment, bite restoration, or bite analysis.
- m) Adult fluoride treatments, athletic mouth guards, myofunctional therapy, infection control, precision or semi-precision attachments, denture duplication, oral hygiene instructions, radiograph duplication charges for claim submission, separate charges for acid etching, completion of claim fees, equipment or technology fees, exams required by third party, personal supplies (water pik, toothbrush, floss holder, etc.), or replacement of lost or stolen appliances.
- n) Any procedure, service or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction, or disease of the temporomandibular joints or their associated structures.
- o) Procedures that are a covered expense under any other medical plan (established by the employer) which provides group hospital, surgical, or medical benefits whether or not on an insured basis.
- p) Extraction of asymptomatic third molars, including extraction of erupted third molars for orthodontics.
- q) Cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance). Facings on crowns or fixed partial dentures on molar teeth will always be considered cosmetic.
- r) Dental implants and related services.
- s) Restoration of teeth that have been damaged by attrition, abrasion, or erosion.
- t) Resin bonded bridges, including associated retainers and pontics.
- u) Charges for travel time, transportation costs, or professional advice given on the phone.
- v) Procedures performed by a dentist who is a member of Your immediate family.
- w) Any charges, including ancillary charges, made by a hospital, ambulatory surgical center or similar facility.
- x) Any charges related to the review of any diagnostic biopsy, material, or specimens submitted to a pathologist, or pathology lab, for histological review.
- y) Charges for treatment rendered; (a) in a clinic, dental or medical facility sponsored or maintained by the employer of any Member; or (b) by an employee of any Member.
- z) Charges for treatment performed outside the United States other than for emergency treatment. Benefits for emergency treatment that is performed outside the United States is limited to \$100 (US dollars) per year.
- aa) Dental services required while serving in the armed forces, or the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared.

NOTICE OF PRIVACY PRACTICES

Effective April 14, 2003

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

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") we are required to maintain the privacy of your protected health information and provide you with notice of our legal duties and privacy practices with respect to such protected health information.

We are required to abide by the terms of the notice currently in effect. We reserve the right to change the terms of our notice at any time and to make the new notice provisions effective for all protected health information that we maintain. In the event that we make a material revision to the terms of our notice, you will receive a revised notice within 60-days of such revision. If you should have any questions or require further information, please contact our Privacy Officer at (770) 998-8936 or toll free at (800) 342-5209.

How We May Use or Disclose Your Health Information

The following describes the purposes for which we are permitted or required by law to use or disclose your health information without your consent or authorization. Any other uses or disclosures will be made only with your written authorization and you may revoke such authorization in writing at any time.

Treatment: We may use or disclose your health information to provide you with medical treatment or services. For example, information obtained by a provider providing health care services to you will record such information in your record that is related to your treatment. This information is necessary to determine what treatment you should receive. Health care providers will also record actions taken by them in the course of your treatment and note how you respond.

Payment: We may use or disclose your health information in order to process claims or make payment for covered services you receive under your benefit plan. For example, your provider may submit a claim to us for payment. The claim form will include information that identifies you, your diagnosis, and treatment or supplies used in the course of treatment.

Health Care Operations: We may use or disclose your health information for health care operations. Health care operations include, but not limited to, quality assessment and improvement activities, underwriting, premium rating, management and general administrative activities. For example, members of our quality improvement team may use information in your health record to assess the quality of care that you receive and determine how to continually improve the

quality and effectiveness of the services we provide.

Business Associates: There may be instances where services are provided to our organization through contracts with third-party "business associates". Whenever a business associate arrangement involves the use or disclosure of your health information, we will have a written contract that requires the business associate to maintain the same high standards of safeguarding your privacy that we require of our own employees and affiliates.

Required by Law: We will disclose medical information about you when required to do so by federal, state or local law.

Communication with Family or Friends: Our service professionals, using their best judgement, may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.

Marketing: We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Coroners, Medical Examiners and Funeral Directors: We may disclose health information to a coroner or medical examiner. We may also disclose medical information to funeral directors consistent with applicable law to carry out their duties.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Fund Raising: We may contact you as part of a fund-raising effort.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Workers' Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

To Avert a Serious Threat to Health or Safety: Consistent with applicable federal and state laws, we may use and disclose health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Military and Veterans: If you are a member of the armed forces, we may disclose health information about you as required by military command.

Health Oversight Activities: We may disclose health information to a health oversight agency for activities authorized by law, including audits, investigations, inspections, and licensure.

Protective Services for the President, National Security and Intelligence Activities: We may disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations, or for intelligence, counterintelligence, and other national security activities authorized by law.

Law Enforcement: We may disclose health information when requested by a law enforcement official as part of law enforcement activities; investigations of criminal conduct; in response to court orders; in emergency circumstances; or when required to do so by law.

Inmates: We may disclose health information about an inmate of a correctional institution or under the custody of a law enforcement official to the correctional institution or law enforcement official.

Lawsuits and Disputes: We may disclose health information about you in response to a subpoena, discovery request, or other lawful order from a court.

Plan Sponsors: We may disclose health information about you to your plan sponsor to carry out plan administration functions that the plan sponsor performs upon certification by the plan sponsor that the plan documents have been amended as set forth under HIPAA regulations.

Your Rights Regarding Your Health Information

The following describes your rights regarding the health information we maintain about you. To exercise your rights, you must submit your request in writing to our Privacy Officer at 100 Mansell Court E., Suite 400, Roswell, GA 30076.

Right to Request Restrictions. You have the right to request that we restrict uses or disclosures of your health information to carry out treatment, payment, health care operations, or communications with family or friends. We are not required to agree to a restriction.

Right to Receive Confidential Communications. You have the right to request that we send communica-

tions that contain your health information by alternative means or to alternative locations. We must accommodate your request if it is reasonable and you clearly state that the disclosure of all or part of that information could endanger you.

Right to Inspect and Copy. You have the right to inspect and copy health information that we maintain about you in a designated record set. A "designated record set" is a group of records that we maintain such as enrollment, payment, and claims adjudication record systems. If copies are requested or you agree to a summary or explanation of such information, we may charge a reasonable, cost-based fee for the costs of copying, including labor and supply cost of copying; postage; and preparation cost of an explanation or summary, if such is requested. We may deny your request to inspect and copy in certain circumstances as defined by law. If you are denied access to your health information, you may request that the denial be reviewed.

Right to Amend. You have the right to have us amend your health information for as long as we maintain such information. Your written request must include the reason or reasons that support your request. We may deny your request for an amendment if we determine that the record that is the subject of the request was not created by us, is not available for inspection as specified by law, or is accurate and complete.

Right to Receive an Accounting of Disclosures. You have the right to receive an accounting of disclosures of your health information made by us in the six years prior to the date the accounting is requested (or shorter period as requested). This does not include disclosures made to carry out treatment, payment and health care operations; disclosures made to you; communications with family and friends; for national security or intelligence purposes; to correctional institutions or law enforcement officials; or disclosures made prior to the HIPAA compliance date of April 14, 2003. Your first request for accounting in any 12-month period shall be provided without charge. A reasonable, cost-based fee shall be imposed for each subsequent request for accounting within the same 12-month period.

Right to Obtain a Paper Copy. You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

How to File a Complaint if You Believe Your Privacy Rights Have Been Violated

If you believe that your privacy rights have been violated, please submit your complaint in writing to:

**CompBenefits
Attn: Privacy Officer
100 Mansell Court East, Suite 400
Roswell, GA 30076**

You may also file a complaint with the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.