

# COMPBENEFITS INSURANCE COMPANY

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Chicago, IL 60680-8236

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## **CERTIFICATE OF GROUP DENTAL INSURANCE**

This certificate outlines the features of the Group Dental Insurance Policy issued to the Policyholder by CompBenefits Insurance Company (hereinafter referred to as “CompBenefits”). Read it carefully to become familiar with Your coverage. In this Certificate, the masculine pronouns include both masculine and feminine gender unless the context indicates otherwise.

Your coverage may be terminated or amended in whole or in part under the terms and provisions of the Policy.

Signed for CompBenefits Insurance Company



President of Humana Small Business, HumanaDental and HumanaOne

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS OR DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION WITH OTHER BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

**THIS CERTIFICATE CONTAINS A DEDUCTIBLE PROVISION.**

### **IMPORTANT CANCELLATION INFORMATION**

**Please read the provision entitled Termination, found on page 15.**

## DEFINITIONS

You will need to know what is meant by certain terms used in this certificate. They are defined below.

“You” and “Your” mean the certificateholder.

“We”, “Our” and “Us” mean CompBenefits.

“Premium Due Date” is the first day of each calendar month.

“Effective Date” means the date the Policy begins.

“Eligibility Date” means the date the employee can become insured as defined under When You Can Be Insured.

“Benefit Year” for the first policy year begins on the Effective Date and ends on the 31<sup>st</sup> of December of the same year. Thereafter, the Benefit Year will be the calendar year.

“Covered Dental Expenses” means the kinds of expenses which can apply to meet the Deductible or for which Dental Benefits can be paid. Covered Dental Expenses include only certain charges for services or supplies which do not exceed the Reimbursement Rate when ordered by a dentist for dental care and treatment. The charges for services or supplies listed in the Schedule of Benefits are the only charges that are Covered Dental Expenses.

“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.

“Deductible” means the dollar amount of Covered Dental Expenses that must be incurred and paid by you before benefits can be paid. The Deductible is applied chronologically by the dates on which CompBenefits receives claims for Covered Dental Expenses. If all or any portion of an insured’s or member’s Deductible for a calendar year is applied against Covered Dental Expenses incurred by an insured or member during the last three months of the contract period, the insured’s or member’s Deductible for the next ensuing contract period shall be reduced by the amount so applied.

“Dental Treatment Plan” means a dentist’s report, on a form that meets CompBenefits’s approval, which: (a) itemizes the dental procedures that the dentist will perform; (b) lists the charges for each procedure; and (c) is accompanied by supporting pre-operative x-rays and any other appropriate diagnostic material required by CompBenefits. Related procedures (such as cleaning, root planing, fillings and crowns) will be considered part of the same Dental Treatment Plan even if reported on different claim forms and/or on different dates of service, if they are performed within four months of one another.

“Dentist” means any dental or medical practitioner who: a) is properly licensed or certified under the laws of the state where he practices; and b) provides services which are within the scope of that license or certificate.

“Group” means the aggregate of individuals eligible to be covered under the Policy. Group also refers to the subgroup participating under the Policy for the benefit of its group members.

“Participating Dentists Fee Schedule” is a schedule of maximum allowable charges that participating network Dentists have agreed to use when charging You or Your Dependent.

“Policy” means the Policy issued to the Policyholder.

“Policyholder” means the Group to whom the Policy has been issued.

“Reimbursement Rate” means the total dollar amount of reimbursement for a Covered Dental Expense as determined by combining actual charges and relative values of the services in the area. Factors CompBenefits considers when determining Reimbursement Rate include geographic area and actual billed rates for services provided. Upon written request, CompBenefits shall provide a general description of the methodology used to determine the frequency of determining, and the database used to determine the Reimbursement Rate.

## **BECOMING INSURED**

### ***Who Can Be Insured***

All persons who are members of the Group can be insured. You are a member of the Group if:

1. You are an eligible employee or member of the Policyholder (defined by the Policyholder); and
2. If you are an employee of the Group, you work at least the minimum number of hours per week (defined by the Policyholder).

If You and Your spouse are members of the Group, either of You may choose to be covered for Dental Benefits:

1. as an employee; or
2. as a dependent.

If one chooses to be covered as a dependent, the other must choose to be covered as an employee

### ***When You Can Be Insured***

You can be insured on the Effective Date if:

1. You are a member of the Group on that date; and
2. You have completed the initial waiting period, as shown in the Schedule of Benefits.

If You do not meet the above requirements on Effective Date, Your Eligibility Date will be the Premium Due Date which next follows the date You first become a member of the Group, or during any open enrollment period as may be determined and approved by CompBenefits.

## ***When Your Insurance Begins***

To be insured under this policy, You must enroll within 31 days of your Eligibility Date. If You enroll and meet the Actively At Work Requirement, Your insurance will begin at 12:01 a.m. on the Premium Due Date which is the same as or which next follows the date You enroll.

If You do not enroll within 31 days of Your Eligibility Date, You may not enroll until the next anniversary date of the Policy, or during any open enrollment period as may be determined and approved by CompBenefits.

## ***The Actively At Work Requirement***

If you are an employee of the Group, to become insured under the Group Policy You must be actively at work. To be actively at work, You must:

1. be able to do the normal tasks of Your job on a full-time basis for a full work day on the day Your insurance is to begin;
2. be able to do such tasks at one of Your employer's normal places of business or at a location to which You must travel to do Your job; and
3. not be absent from work because of leave of absence or temporary layoff.

If You do not meet the above requirements, insurance will begin on the Premium Due Date which is the same as or next follows the day on which You do meet these requirements.

## ***Insurance For Your Dependents***

If You are insured by the Group Policy, You can also insure Your Eligible Dependents. If You and Your spouse are members of the Group, either of You - but not both - may insure Your children who are Eligible Dependents.

## ***Who Are Your Eligible Dependents***

Your Eligible Dependents are:

1. Your spouse, if You are legally married; and
2. Your unmarried children who are:
  - (a) up to the Dependent Age listed in the Schedule of Benefits; or
  - (b) up to the Dependent Maximum Age listed in the Schedule of Benefits, dependent on You for support, and attending an accredited educational institute, college or university, or vocational/technical school on a full time basis; or
  - (c) are not capable of self-support due to a mental or physical handicap, subject to the following conditions:
    - (1) the child must have become incapable prior to his or her 19th birthday, or the Dependent Maximum Age if a full time student, and must be covered as Your Eligible Dependent when he reaches age 19, or the Dependent Maximum Age if a full time student;
    - (2) the child must be chiefly dependent on You for support and maintenance;
    - (3) the child must stay unmarried and in the condition described above;

- (4) You must give CompBenefits written proof that the child is incapable; and
- (5) You may be required to give proof at a later date that the child is still incapable, but not more than once each year after two years following the first proof.

A “child” also includes adopted children, stepchildren, children placed in court-ordered custody, including foster children.

For purposes of this Policy the following are excluded from insurance coverage: 1) a dependent child who can be insured as a member of the Group; or 2) a dependent who is on active duty with the armed forces of any country.

### ***Coverage For Children Placed For Adoption***

A child placed with You for adoption will be an Eligible Dependent for Dental Insurance. Dental Insurance for that child will begin on the earlier of: 1) the date of birth if a petition for adoption is filed within 31 days of the birth of such child; or 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 within 31 days of such date.

### ***When Insurance For Dependents Begins***

If you have Eligible Dependents on the day you first become insured, You can enroll for them on that day. If You do not have Eligible Dependents on the day You first become insured, but later acquire an Eligible Dependent, You can enroll for them within 31 days after they become Eligible Dependents. Your dependent coverage will begin at 12:01 a.m. on the next Premium Due Date which follows the date You enroll for dependent coverage, or the Premium Due Date after which you first acquire an Eligible Dependent. If you do not enroll your Eligible Dependent(s) within 31 days of becoming eligible, You may not enroll for them until the next anniversary date of the Policy, or during any open enrollment period as may be determined and approved by CompBenefits.

A child born to You while You are insured will be an Eligible Dependent and will automatically be insured for 31 days following the moment of birth. If You choose to insure Your newborn, You must enroll for the child within 31 days of his date of birth or coverage for that child will terminate at the end of the 31-day period.

### ***When Your Insurance Ends***

Your insurance will end at 12:01 a.m. on the earliest of:

1. The date on which the Group Policy terminates.
2. The last day of the month which follows Your last payment to the cost of Your insurance if You stop Your payments.
3. The last day of the month which follows the date You are no longer a member of the Group.
4. The last day of the month in which Your employment terminates.
5. The day you enter into any naval, military, air force or any other armed service in any country.

## ***When Your Dependents' Insurance Ends***

Insurance for Your dependents will end at 12:01 a.m. on the earliest of:

1. the date the Group Policy ends;
2. the date the Group Policy is changed to exclude insurance for Your dependents;
3. the date Your insurance ends; or
4. the date ending the term that insurance is in force because of Your last payment to the cost of insurance for Your dependents if You stop Your payments.

Insurance for any one dependent will end on the last day of the month in which he ceases to be an Eligible Dependent.

## **DENTAL BENEFITS**

The Dental Benefits described on the pages that follow apply to Covered Dental Expenses incurred:

1. by You while You are insured; and
2. for a dependent while You are insured for the dependent.

Benefits will be paid after Covered Dental Expenses during a Benefit Year exceed the Deductible. Covered Dental Expenses will include only those charges for treatment or services that begin and are completed while You and Your dependents are insured.

### ***Beginning Date for Treatment or Service***

For benefit determination purposes, the following will define the date on which certain Covered Dental Expenses will begin:

1. for full dentures or partial dentures - on the date the final impression is made;
2. for fixed bridges (including a resin bonded bridge), crowns, inlays, onlays and other laboratory prepared restorations - on the date final preparation of the teeth is completed;
3. for root canal therapy - on the date the pulp chamber is first opened;
4. for periodontal surgery - on the date the surgery is actually performed; and
5. for all other services - on the date the service is performed.

CompBenefits will not pay benefits for any service which started prior to the patient being insured. If a procedure is started before the expiration of the waiting period to which that procedure is subject, no benefit will be payable, even if the procedure is completed after the expiration of the waiting period.

### ***Completion Date for Treatment or Service***

For benefit determination purposes, the following will define the date on which certain Covered Dental Expenses will be completed:

1. for dentures and partial dentures - on the date the final completed appliance is inserted in the mouth. However, no denture or partial denture will be considered completed unless and until it is accepted by the patient; and
2. for fixed bridges (including a resin bonded bridge), crowns, inlays, onlays, and other laboratory prepared restorations - on the date that the appliance is permanently cemented in place; for all other services, on the date the service is performed.

3. for root canal therapy - on the date the canals are permanently filled;
4. for periodontal surgery - on the date the surgery is actually performed; and
5. for all other services - on the date the service is performed.

### ***Waiting Periods***

Benefits for certain services are payable only after a person has satisfied a waiting period. Waiting periods are identified in the Schedule of Benefits.

### ***Benefits Payable***

Based on your Plan design, Benefits are payable at either a) the lesser of the Reimbursement Rates or actual charges incurred by You or Your dependents for Covered Dental Expenses, or b) the lesser of the Scheduled Benefits or actual charges incurred by You or Your dependents for Covered Dental Expenses. To receive benefits, the expenses incurred must exceed the Deductible. The expenses used to meet the Deductible must be incurred within a Benefit Year. When the Deductible is met, CompBenefits will pay benefits for expenses incurred during the rest of the Benefit Year. The amount of the benefits will be equal to the insured percentage of the Covered Dental Expenses or the Scheduled Benefits for the Covered Dental Expenses that are more than the Deductible. The insured percentages or Scheduled Benefits that apply to Covered Dental Expenses are shown in the Schedule of Benefits. No benefits are payable for expenses listed in the section headed "Exclusions". The maximum benefit which will be paid is explained in the section headed "Maximum Benefits".

### ***Estimate of Benefits***

If Covered Dental Expenses for a procedure are expected to be more than \$200, CompBenefits recommends You send to CompBenefits a Dental Treatment Plan for the procedure before treatment begins. The Dental Treatment Plan should be accompanied by supporting pre-operative x-rays and any other appropriate diagnostic materials as requested by CompBenefits. CompBenefits will notify You and Your dentist of the benefits payable based upon the Dental Treatment Plan. In determining the amount of benefits payable, consideration will be given to alternate procedures that may accomplish a professionally satisfactory result. If You and Your dentist decide on a more expensive method of treatment than that predetermined by CompBenefits, We will not pay the excess amount. The maximum Covered Dental Expense to be considered for payment will be the most economical procedure, determined by CompBenefits, to accomplish a professionally satisfactory result.

### ***Maximum Benefits***

The total amount of Dental Benefits that will be paid for one person for expenses (other than orthodontic expenses) incurred in a Benefit Year will not be more than the Maximum Annual Payment shown in the Schedule of Benefits.

## ***Benefits After Insurance Ends***

If a procedure (other than orthodontic treatment) starts for You or a dependent and it has not been completed when Dental Benefits end, You or Your dependent will be entitled to benefits for Covered Dental Expenses incurred for that procedure during the three months just after the insurance ends.

### ***Orthodontic Benefits (If Applicable)***

\* This is an optional benefit that is only available if purchased by the Policyholder. Orthodontic plan benefits shall only be provided for Dependents 18 years of age or younger. See Schedule of Benefits to determine if You are covered for this benefit.

The total amount of Dental Benefits that will be paid for orthodontic treatment and appliances, incurred in any Benefit Year, will not be more than the Orthodontic Annual Maximum if an Orthodontic Annual Maximum is shown in the Schedule of Benefits. The total amount of Dental Benefits that will be paid for orthodontic treatment and appliances during the entire time insured will not be more than the Orthodontic Lifetime Maximum shown in the Schedule of Benefits. Orthodontic treatment will begin on the date the bands or appliance(s) are first inserted. Any other treatment that can be completed on the same day as performed will be considered started and completed on the actual date that the treatment is performed.

Orthodontic benefits are paid in equal quarterly installments over the course of the entire Dental Treatment Plan. The benefit payment schedule will be calculated by:

1. determining the total benefit payable for the orthodontic treatment plan;
2. defining the amount of the initial payment as 25% of the total benefit; and
3. divide the 75% balance of the total benefit by the number of quarters that the orthodontic treatment will continue to determine the amount which will be paid for each subsequent quarter of treatment.

The first installment will be payable as of the date on which the orthodontic appliances are first installed. The subsequent quarterly benefit payments will be made for as long as the insurance remains in force provided that You submit proof to CompBenefits that treatment continues.

### ***Major Restorative Limitations***

The charges for Major Restorative services will be Covered Dental Expenses subject to the following:

1. a denture, partial denture, or fixed bridge (including a resin bonded fixed bridge) must replace a Natural Tooth extracted while insured for Dental Benefits under this policy, however, this provision will not apply if the Policy replaces a prior policy You had with another insurer and You are covered by this Policy on its Effective Date 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;
2. the replacement of a partial denture, full denture, or fixed partial denture (including a resin bonded bridge), or the addition of teeth to a partial denture



- if: (a) replacement occurs at least five years after the initial date of insertion of the current full or partial denture or resin bonded bridge; (b) replacement occurs at least five years after the initial date of insertion of an existing implant or fixed bridge; (c) replacement prosthesis or the addition of a tooth to a partial denture is required by the necessary extraction of a Functioning Natural Tooth while insured for Dental Benefits under this policy; or (d) 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;
3. the replacement of crowns, cast restorations, inlays, onlays or other laboratory prepared restorations if: (a) replacement occurs at least five years after the initial date of insertion; and (b) they are not serviceable and cannot be restored to function;
  4. 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; and
  5. the replacement of teeth up to the normal complement of 32.

### ***Exclusions***

Benefits will not be paid for:

1. procedures which are not included in the Schedule of Benefits; which are not medically necessary; which do not have uniform professional endorsement; are experimental or investigational in nature; for which the patient has no legal obligation to pay; or for which a charge would not have been made in the absence of insurance;
2. 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 CompBenefits;
3. crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling;
4. appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting;
5. 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 registration, or bite analysis;
6. pulp caps, adult fluoride treatments, athletic mouthguards; myofunctional therapy; infection control; precision or semi-precision attachments; denture duplication; oral hygiene instruction; separate charges for acid etch; broken appointments; treatment of jaw fractures; orthognathic surgery; completion of claim forms; exams required by third party; personal supplies (e.g. water pik, toothbrush, floss holder, etc.); or replacement of lost or stolen appliances;
7. charges for travel time; transportation costs; or professional advice given on the phone;
8. procedures performed by a Dentist who is a member of Your immediate family;
9. any charges, including ancillary charges, made by a hospital, ambulatory surgical center, or similar facility;

10. charges for treatment rendered: (a) in a clinic, dental or medical facility sponsored or maintained by the employer of any member of Your family; or (b) by an employee of the employer of any member of Your family;
11. 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;
12. charges for treatment performed outside of the United States other than for emergency treatment. Benefits for emergency treatment which is performed outside of the United States are limited to a maximum of \$100 (US dollars) per year;
13. the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared;
14. treatment for cosmetic purposes - facings on crowns or bridge units on molar teeth will always be considered cosmetic;
15. any services or supplies which do not meet the standards set by the American Dental Association or which are not reasonably necessary, or customarily used, for dental care;
16. 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;
17. an injury that arises out of or in the course of a job or employment for pay or profit for which benefits are available under any workers' compensation act or similar law; or
18. charges to the extent that they are more than the Reimbursement Rate. If the amount of the Reimbursement Rate for a service cannot be determined due to the unusual nature of the service, CompBenefits will determine the amount. CompBenefits will take into account: (a) the complexity involved; (b) the degree of professional skill required; and (c) other pertinent factors;
19. orthodontic plan benefits for persons 19 years of age or older.

## **COORDINATION WITH OTHER BENEFITS**

### **1. APPLICABILITY.**

This Coordination With Other Benefits provision applies to This Plan when You or Your covered dependents have dental care coverage under more than one Plan.

“Plan” and “This Plan” are defined below. If this provision applies, the Order of Benefit Determination Rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the Order of Benefit Determination Rules, another Plan determines its benefits first. The above reduction is described in Section 4, Effect on the Benefits of This Plan.

## 2. DEFINITIONS.

A “Plan” is any group insurance or group type insurance, whether insured or uninsured, which provides benefits for, or because of, dental care or treatment. This also includes 1) group or group-type coverage through HMOs and other prepayment, group practice and individual practice plans; 2) group coverage under labor-management trustee plans, union welfare plans, employer organization plans, employee benefit organization plans or self insured employee benefit plans; and 3) medical benefits coverage in group, group type, and individual automobile “no-fault” type contracts or group or group-type automobile “fault” contracts. It does not include school accident type coverages, coverage under any governmental plan required or provided by law, or any state plan under Medicaid. Each contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and coordination applies only to one of the two, each of the parts is a separate Plan.

“This Plan” is the part of the Group Policy that provides Dental Benefits.

“Primary Plan”/“Secondary Plan”. The Order of Benefit Determination Rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan’s benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits. When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

“Allowable Expenses” means a necessary, reasonable and customary item of expense for dental care, when the item of expense is covered at least in part by one or more Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

“Claim Determination Period” means a Benefit Year. However it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this provision or a similar provision takes effect.

## 3. ORDER OF BENEFIT DETERMINATION RULES.

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that if the person is also a Medicare beneficiary, 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, then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering that person as other than a dependent. Except in the case of legal separation or divorce

(further described below), when This Plan and another Plan cover the same child as a dependent of different persons, called “parents”:

- (1) the benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
- (2) if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described immediately above, and if, as a result, the Plans do not agree on the Order of Benefits, the rule in the other Plan will determine the order of benefits.

- (b) If two or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

- (1) first, the Plan of the parent with custody of the child;
- (2) then, the Plan of the spouse of the parent with custody of the child; and
- (3) finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- (c) The benefits of a Plan which covers a person as an employee who is neither laid off, retired or continuing coverage under a right of continuation (or as a dependent of the person) are determined before those of a Plan which covers that person as a laid off, retired or continuing coverage (or as a dependent of that person). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the Order of Benefits, this rule is ignored.
- (d) If none of the above rules determines the Order of Benefits, the benefits of the Plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

#### 4. EFFECT ON THE BENEFITS OF THIS PLAN.

This section applies when, in accordance with Section 3. Order of Benefit Determination Rules, This Plan is a Secondary Plan to one or more other Plans. In the event the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as “the Other Plans”. The benefits of This Plan will be reduced when the sum of:

- (a) the benefits that would be payable for the Allowable Expenses under This Plan in the absence of this provision; and
- (b) the benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this provision, whether or not claim is made;

exceeds those Allowable in a Claim Determination Period. In that case, the benefits

of This Plan will be reduced so that they and the benefits payable under the Other Plans do not total more than those Allowable Expenses. When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

#### 5. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION.

Certain facts are needed to apply these rules. CompBenefits has the right to decide which facts are needed. CompBenefits may get needed facts from, or give them to, any other organization or person. CompBenefits need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give CompBenefits any facts deemed necessary to pay the claim.

#### 6. FACILITY OF PAYMENT.

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, CompBenefits may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. CompBenefits 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 reasonable cash value of the benefits provided in the form of services.

#### 7. OVERPAYMENTS.

If the amount of the payments made by CompBenefits are more than should have paid under this provision, CompBenefits may recover the excess from one or more of: (a) the persons for whom payment has been made; (b) insurance companies or other organizations providing benefits under another Plan.

### **NOTICE OF CONTINUATION OF GROUP DENTAL COVERAGE RIGHTS (COBRA)**

If You are member of an employer Group with 20 or more employees and Your insurance terminates in accordance with the other terms of the Policy, You may elect to continue the insurance in force as described in this section. You may elect to continue insurance if You are currently insured under the Policy, and if such insurance is terminating due to any of the following Qualified Events:

- 1) Termination of Your employment (for reasons other than gross misconduct).
- 2) Reduction of work hours including lay-off.
- 3) Death of the insured person.
- 4) Divorce or legal separation.
- 5) A child ceases to be a dependent as defined in this Policy.
- 6) The Policyholder files for a Chapter 11 bankruptcy petition, and as a result to this You suffer a loss of coverage under Your retiree coverage.

However, no continuation of coverage will be provided if You are covered under another group dental care plan coincident with or prior to any of the above events occurring. Continuation of insurance will be retroactive to the date of termination. The maximum continuation of coverage period with respect to a reason described above is:

- 1) 18 months with respect to 1 or 2 above. If You are disabled as determined under Title II or XVI of the Social Security Act, then You and any other non-disabled eligible individuals will be eligible for an additional 11 months.
- 2) 36 months with respect to 3, 4 or 5 above.
- 3) With respect to 6 above, lifetime coverage for You, whereas Your Eligible Dependents will be covered until the earlier of a) Your death; or, b) Death of the Eligible Dependent.

If, while insurance is being continued, further events occur which would entitle You to again elect continuation, the total period of continuation may not exceed 36 months from the date the initial continuation commenced, other than the coverage due to bankruptcy filing as described above.

It is Your responsibility to notify the Policyholder of the occurrence of a Qualifying Event other than termination of employment or reduction in work hours. You must notify the Policyholder within 60 days. It is the responsibility of the Policyholder to provide You with written notice of Your right to continue coverage under this Section. Such notice will also contain the amount of monthly premium You must pay to continue coverage and the time and manner in which such payments must be made.

To continue coverage under this Policy You must notify the Policyholder of Your election within 60 days of the latest of: a) the date of the Qualifying Event; b) the date of the loss of coverage; or c) the date the Policyholder sends notice of the right to continue coverage.

Payment for the cost of insurance for the period preceding the election must be made to the Policyholder within 45 days after the date of such election. Subsequent payments are to be made to the Policyholder in the manner described by the Policyholder in the notice. The Policyholder will remit the payments to CompBenefits.

Continuation of insurance will terminate at the earliest of the following dates: 1) The end of the maximum continuation of coverage period; 2) The last day of the period of coverage for which premiums have been paid, if You fail to make a premium payment when due; 3) Your becoming covered under another group dental care plan as an employee, spouse or dependent child; however, coverage will continue for a pre-existing condition for which treatment has already commenced and which is excluded or limited by the other group dental plan; 4) Discontinuance of this Dental Care Benefit Provision; 5) The date Your employer ceases to provide any group dental plan.

## **GENERAL PROVISIONS**

### ***Representations and Warranties***

In the absence of fraud, all statements made by the Policyholder or by an insured person shall be deemed representations and not warranties. No statement made for the purpose of effecting insurance shall avoid the insurance or reduce benefits unless contained in a written instrument signed by the Policyholder or You, a copy of which

has been furnished to the Policyholder or You or Your beneficiary.

### ***Premium Rates***

All premiums are payable in advance for coverage under the Policy in accordance with the premium rate schedules of CompBenefits in effect for each Premium Due Date. Premiums are payable to CompBenefits or Our authorized agent and must be paid by the Policyholder from the Policyholder's funds or from funds contributed by You, or from both. Premiums may be increased for a contract period on the anniversary date of the contract. Notice of the maximum amount of a premium increase will be mailed to the Policyholder not less than 60 days prior to the anniversary of the contract period.

### ***Grace Period***

Unless the Policy is terminated, a grace period of 31 days is allowed for payment of each premium due after the first premium. If any premium is not paid prior to the end of the grace period, the coverage to which the premium applies will lapse at the end of the grace period. We will be entitled to collect all pro rata premiums then unpaid for the period any coverage under the Policy remained in force during such grace period.

### ***Termination***

This Policy may be terminated if CompBenefits elects to discontinue offering this type of group insurance coverage or if CompBenefits elects to discontinue all types of coverage, in accordance with applicable state and federal laws. Except for nonpayment of the required premium or the failure to meet continued underwriting standards, CompBenefits will not terminate this Policy prior to the first anniversary date of the Effective Date of the Policy as specified herein. A notice of termination will be mailed to the Policyholder not less than 60 days prior to the effective date of the termination of the Policy. Termination by CompBenefits will be without prejudice to any expenses originating prior to the effective date of termination. This section does not apply to a termination for nonpayment of premium by the Policyholder. In the event that the Policyholder fails in a timely manner to pay premiums, the Policy will terminate on the last date for which premium was paid.

### ***How to Claim Benefits***

You can get the forms You need for claiming benefits from the Policyholder. We will furnish said forms to the Policyholder. If the forms are not furnished before the expiration of ten working days after the giving of notice, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within 90 days of the date of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. When making a claim for Dental Benefits You must give proof of each



charge. It is important that You have copies of bills for all charges. The bills must be itemized to show the service for which each charge is made. You may have benefits paid directly to dentists. To do so, fill out and sign the claim form telling CompBenefits to pay Your benefits this way.

### ***Notice and Proof of Claim***

Written notice of dental treatment must be given to Us within one year after the date when such dental treatment occurred. Notice given by or on behalf of You or Your beneficiary to Us at P.O. Box 8236, Chicago, IL 60680-8236, or to any authorized agent of Us, with information sufficient to identify the insured, shall be deemed notice to Us. Failure to give notice within that time shall neither invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give the notice and that notice was given as soon as was reasonably possible.

Benefits will be paid upon receipt of written proof on standard dental claim forms acceptable to CompBenefits. CompBenefits may also accept as proof of a claim, notification in any format that is commonly accepted in the industry at the time the claim is made. The proof must describe the event for which the claim is made. Proof of loss due to hospital confinement must be given to CompBenefits within 90 days after the end of the period for which the claim is made. CompBenefits will have the right, at its own expense, to examine the person whose injury or sickness is the basis of a claim, when and so often as it may reasonably require while a claim is pending.

### ***Legal Action***

No legal action shall be brought to recover on a claim prior to the end of 60 days after proof of loss has been filed. No such action shall be brought at all unless brought within six years from the end of the time in which proof of loss is required.

### ***Conformity with State Statutes***

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

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

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

### ***Reinstatement***

If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by CompBenefits or by any agent duly authorized by CompBenefits to accept such premium without requiring in connection



therewith an application for reinstatement shall reinstate the policy; provided, that if CompBenefits or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by CompBenefits, or lacking approval, upon the forty-fifth day following the date of such conditional receipt unless CompBenefits has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten (10) days after such date. In all other respects, the insured and CompBenefits shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

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

After this policy has been in force for a period of two (2) years during the lifetime of the insured, excluding any period during which the insured is disabled, it shall become incontestable as to the statements contained in the application.

### ***Participating Provider Networks, if applicable***

Certain plans offered by CompBenefits feature different levels of benefits based upon You utilizing a participating network dentist. Participating dentists have agreed to charge You or Your eligible Dependents based on a Participating Dentists Fee Schedule. Benefits payable to non-participating dentists may be based on either the Reimbursement Rate or the Participating Dentists Fee Schedule. Non-participating dentists may bill You for the balance of their charges. Please check Your Schedule of Benefits to determine if Your plan features a participating network option. If it does, please refer to the list of participating network Dentists prior to making an appointment.

## AMENDMENT

The Certificate of Group Dental Insurance (“Certificate”) is hereby amended as follows.

The terms and conditions of that certain Certificate are hereby confirmed in their entirety with the exception that to the extent the terms and conditions of this Amendment are in conflict with the terms and conditions of the Certificate, the terms of this Amendment shall govern.

1. The following is added to Page one (1) of the Certificate:

If you should have any questions, or to obtain coverage information or assistance in resolving complaints, please call (800) 342-5209.

2. The provision “Who Are Your Eligible Dependents” is hereby deleted in its entirety and replaced with the following:

### ***Who Are Your Eligible Dependents***

Your Eligible Dependents are:

1. Your spouse, if You are legally married; and
2. Your children: (a) up to the Dependent Age listed in the Schedule of Benefits; or (b) up to the Dependent Maximum Age listed in the Schedule of Benefits if the child is dependent upon You for support and is living with You or is a full-time or part-time student; or (c) are not capable of self-support due to a mental or physical handicap, subject to the following conditions: (1) the child must have become incapable prior to his or her 19th birthday, or the end of the calendar year in which the child reaches the Dependent Maximum Age if the child is dependent upon You for support and is living with You or is a full-time or part-time student; (2) the child must be chiefly dependent on You for support and maintenance; (3) the child must stay in the condition described above; (4) You must give CompBenefits written proof that the child is incapable within 31 days after his or her coverage would end; and (5) You may be required to give proof at a later date that the child is still incapable, but not more than once each year after two years following the first proof. A “child” also includes adopted children, stepchildren, children placed in court-ordered custody, including foster children.

For purposes of this Policy the following are excluded from insurance coverage:

1. a dependent child who can be insured as a member of the Eligible Group; or
2. a dependent who is on active duty with the armed forces of any country.

3. The provision “Coverage For Children Placed For Adoption” is hereby deleted in its entirety and replaced with the following:

***Coverage For Children Placed For Adoption***

A child placed with You for adoption will be an Eligible Dependent for Dental Insurance. Dental Insurance for that child will begin on the earlier of: 1. the date of birth if a petition for adoption is filed within 60 days of the birth of such child; or 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.

4. The provision “When Insurance For Dependents Begins” is hereby deleted in its entirety and replaced with the following:

***When Insurance For Dependents Begins***

If you have Eligible Dependents on the day you first become insured, You can enroll for them on that day. If You do not have Eligible Dependents on the day You first become insured, but later acquire an Eligible Dependent, You can enroll for them within 31 days after they become Eligible Dependents. Your dependent coverage will begin on the next Premium Due Date which follows the date You enroll for dependent coverage, or the Premium Due Date after which you first acquire an Eligible Dependent. If you do not enroll your Eligible Dependent(s) within 31 days of becoming eligible, You may not enroll for them until the next anniversary date of the Policy, or during any open enrollment period as may be determined and approved by CompBenefits.

A child born to You or a covered Dependent while insured will be an Eligible Dependent and will automatically be insured for 60 days following the moment of birth. If You choose to insure the newborn, You must enroll the child within 60 days of his date of birth or coverage for that child will terminate at the end of the 60-day period. The coverage for a newborn child of a covered Dependent terminates 18 months after the birth of the newborn child.

5. The provision “Exclusions ” is hereby amended as follows:

***Exclusions***

Benefits will not be paid for:

17. an injury that arises out of or in the course of a job or employment for pay or profit for which benefits are received under any workers’ compensation act or similar law; or

6. The provision “Termination” is hereby amended as follows:

***Termination***

This Policy may be terminated if CompBenefits elects to discontinue offering this type of group insurance coverage or if CompBenefits elects to discontinue all types of coverage, in accordance with applicable state and federal laws. Except for nonpayment of the required premium or the failure to meet continued underwriting standards, CompBenefits will not terminate this Policy prior to the first anniversary date of the Effective Date of the Policy as specified herein. A notice of termination will be mailed to the Policyholder not less than 60 days prior to the effective date of the termination of the Policy. Termination by CompBenefits will be without prejudice to any expenses originating prior to the effective date of termination. This section does not apply to a termination for nonpayment of premium by the Policyholder.

If cancellation is due to nonpayment of premium a notice of termination will be mailed to the Policyholder prior to 45 days after the date the premium is due. In the event that the Policyholder fails in a timely manner to pay premiums, the Policy will terminate on the last date for which premium was paid.

7. The provision “Legal Action” is hereby deleted in its entirety and replaced with the following:

***Legal Action***

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

8. The following provision is hereby added as follows:

Information regarding performance outcomes and financial data published by the Florida Agency for Health Care Administration is available electronically on the Internet at <http://www.floridahealthstat.com>. A link to this site is also available by visiting the CompBenefits web site at <http://www.CompBenefits.com>.

It is agreed and acknowledged that this Amendment shall be effective upon receipt of this Amendment.

Signed for CompBenefits Insurance Company



President of Humana Small Business, HumanaDental and HumanaOne

## SCHEDULE OF BENEFITS

### Indemnity Plan

Waiting Period for Type I Services:	None
Waiting Period for Type II Services:	None
Waiting Period for Type III Services:	None
Waiting Period for Type IV Services:	None
Dependent Age:	26
Dependent Maximum Age:	26
Annual Deductible	\$50 per person, Max 3 per family, Waived for Type I
Maximum Annual Payment	\$1,000

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Type I - Diagnostic and Preventive Services</b>	<b>100%</b>	<b>100%</b>
<b>Type II - Basic Restorative Services</b>	<b>80%</b>	<b>80%</b>
<b>Type III - Major Services</b>	<b>50%</b>	<b>50%</b>

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Type IV – Orthodontia</b>	<b>50%</b>	<b>50%</b>
Orthodontic Annual Maximum:	\$500	
Orthodontic Lifetime Maximum:	\$1,000	
Orthodontic care will be provided when in the opinion of the Orthodontic Consultant a satisfactory result can be achieved.		
Cross bite in permanent teeth will only be treated when, in the opinion of the Orthodontic Consultant, other conditions are present which would indicate that orthodontic treatment is necessary. Plan benefits shall cover 24 months of usual and customary Orthodontic Care. Treatment beyond said 24 months will not be covered.		

Note: When using an out-of-network provider, benefits are payable based on the Prevailing Fee.

## SCHEDULE OF BENEFITS

### Indemnity Plan

#### Type I - Diagnostic and Preventive

D0120	Periodic Oral Evaluation	Limit 1 per 6 month period
D0140	Limited Oral Evaluation – problem focused	Limit 1 per 6 month period
D0150	Comprehensive Oral Evaluation – new or established patient	Limit 1 per 2 year period
D0180	Comprehensive periodontal evaluation – new or	Limit 1 per 2 year period
D0431	Adjunctive pre-dx test not including Cytology/Biopsy proc. established patient	Limit 1 per calendar year period
D1110, D1120	Prophylaxis	Limit 1 per 6 month period
D1201, D1203	Topical Application of Fluoride, per tooth	Limit 1 per 12 month period; limited to children under age 16

#### Type II - Basic Restorative Services

D0210	Intraoral – Complete Series, including bitewings	Limit 1 per 3 year period
D0220	Intraoral Periapical x-rays	Limit 4 per 12 month period unless in conjunction with operative procedure
D0230	Intraoral Periapical x-rays, each additional film	Limit 2 films per 12 month period
D0240	Intraoral Occlusal	Limit 2 films per 12 month period
D0250, D0260	Extraoral x-rays	Limit 2 films per 12 month period
D0270-D0274	Bitewing x-rays	Limit 1 set in any 12 month period
D0330	Panoramic film	Limit 1 set per 3 year period
D1351	Sealant - per tooth	Limit 1 per 3 year period; limited to children under age 16 for non carious molars only
D1510-D1550	Space Maintainers	Limited to children under age 16
D2140-D2161	Amalgam Restorations	Current amalgam must have been in place for 24 months
D2330-D2335	Composite Resin Restorations-anterior	Current composite resin must have been in place for 24 months
D2391-D2394	Composite Resin Restorations-posterior	Current composite resin must have been in place for 24 months

#### Type III - Major Services

D2510, D2520, D2530, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664	Inlays and Onlays	Replacements allowed only if more than 5 years have passed since the last placement of the inlay, onlay and/or crown
D2710, D2721, D2740, D2750-D2752, D2790-D2792,	Crowns	Replacements allowed only if more than 5 years have passed since the last placement of the inlay, onlay and/or crown. For patients under 16 years of age, benefit is limited to plastic and stainless steel crowns
D2910	Re-Cement Inlays	
D2920	Re-Cement Crowns	
D2930-D2933	Stainless Steel Crowns, Resin Crowns	
D2950	Core Build-up including any pins	
D2951	Pin Retention – per tooth, in addition to restoration	
D2952	Cast Post and Core, in addition to crown	
D2954	Prefabricated Post and Core, in addition to crown	

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D2980 Crown Repair, by report

### **Type III - Major Services (cont.)**

D3220	Therapeutic Pulpotomy	
D3230	Pulpal therapy anterior, primary tooth	
D3240	Pulpal therapy posterior, primary tooth	
D3310-D3330	Root Canal Therapy	
D3346-D3348	Root Canal Therapy - retreatment-by report	
D3351-D3353	Apexification	
D3410-D3426	Apicoectomy	
D3430	Retrograde Filling – per root	
D3450	Root Amputation – per root	
D3920	Hemisection	
D4210, D4211	Gingivectomy or gingivoplasty	Per Quadrant - Limit 1 per 36 months
D4240, D4241	Gingival Flap Procedure including root planing	Per Quadrant - Limit 1 per 36 months
D4249	Clinical crown lengthening - hard tissue	Per Quadrant - Limit 1 per 36 months
D4260, D4261	Osseous Surgery	Per Quadrant - Limit 1 per 36 months
D4263	Bone replacement graft - first site in quadrant	Per Quadrant - Limit 1 per 36 months
D4264	Bone replacement graft - each additional site in quadrant	Per Quadrant - Limit 1 per 36 months
D4266	Guided tissue regeneration - resorbable barrier - per site – per tooth	Per Quadrant - Limit 1 per 36 months
D4267	Guided tissue regeneration – nonresorbable barrier – includes membrane removal, per site - per tooth	Per Quadrant - Limit 1 per 36 months
D4270	Pedicle Soft Tissue Graft	Per Quadrant - Limit 1 per 36 months
D4271	Free soft tissue graft including donor site surgery	Per Quadrant - Limit 1 per 36 months
D4273	Subepithelial connective tissue graft procedure	Per Quadrant - Limit 1 per 36 months
D4274	Distal or proximal wedge procedure when not performed in conjunction with surgical procedures in the same anatomical area	Per Quadrant - Limit 1 per 36 months
D4320, D4321	Provisional Splinting	Limit 1 per 12 month period
D4341, D4342	Periodontal Scaling and Root Planing, per quadrant	Limit 1 per 24 month period
D4355	Full Mouth Debridement	Limit 1 per 24 month period
D4910	Periodontal Maintenance	
D5110-D5140	Complete Dentures removable	Replacements allowed only if more than 5 years have passed since the last placement of the inlay, onlay and/or crown.
D5211, D5212, D5213, D5214, D5281	Partial Dentures removable	
D5410-D5422	Denture Adjustments	Limit 3 once denture is 6 months old
D5510, D5520, D5610, D5620, D5630, D5640	Repairs to full and partial dentures	Limit 1 per 12 months
D5650	Add tooth to existing partial denture to replace newly extracted functioning natural tooth	
D5660	Add clasp to existing partial denture	
D5710-D5761	Relining Dentures, Rebasing Dentures	
D5850, D5851	Tissue Conditioning - maxillary or mandibular	
D6010, D6020	Implants	
D6050, D6080		
D6080-D6199		
D6100	Removal of implant, by report	
D6211, D6241, D6251	Fixed Partial Dentures non-precious metal pontics, crown abutments, and metallic retainers; benefits for the replacement of an existing fixed bridge are payable only if the existing bridge is more than 5 years old	
D6602-D6607		
D6610-D6615		
D6545	Cast Metal Retainer for resin bonded fixed partial denture	
D6721		

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D6751, D6780,	
D6791	
D6930	Re-Cement fixed partial denture
D6970-D6972	Post and Core in conjunction with a fixed partial denture
D6973	Core Buildup for Retainer including any pins
D6980	Fixed partial denture repair, by report area.

### **Type III - Major Services (cont.)**

D7111	Coronal remnants, deciduous tooth	
D7140	Extraction, erupted tooth or exposed root elevation and/or forceps removal	
D7210	Surgical Extractions - except removal of impacted teeth	
D7220	Surgical removal of impacted tooth - soft tissue	
D7230	Surgical removal of impacted tooth - partially bony	
D7240	Surgical removal of impacted tooth - completely bony	
D7250	Surgical removal of residual tooth roots cutting procedure	
D7260	Oral Antral Fistula Closure	
D7261	Primary closure of a sinus perforation	
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth.	
D7272	Tooth transplantation	
D7281	Surgical Exposure of impacted or unerupted tooth to aid eruption.	
D7285, D7286	Biopsy of oral tissue	
D7310, D7320	Alveoloplasty	
D7340, D7350	Vestibuloplasty	
D7410, D7411	Excision of benign lesion	
D7450, D7451	Removal of benign odontogenic cyst or tumor	
D7471	Removal of exostosis maxilla or mandible	
D7510, D7520	Incision and Drainage	
D7530, D7540	Removal of foreign body	
D7960	Frenectomy	
D7970	Excision of Hyperplastic tissue - per arch	
D7971	Excision of pericoronal gingiva	
D7980	Sialolithotomy	
D7981	Excision of Salivary Gland, by report	
D7982	Sialodochoplasty	
D7983	Closure of Salivary Fistula	
D9110	Palliative emergency treatment of dental pain	
D9220, D9221	Deep sedation/general anesthesia	Covered as a separate procedure only when required for covered complex oral surgical procedures as determined by us.





# Notice of Privacy Practices

for your **personal** health and financial information

**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.**

**The privacy of your personal and health information is important. You don't need to do anything unless you have a request or complaint.**

Relationships are built on trust. One of the most important elements of trust is respect for an individual's privacy. We at Humana value our relationship with you, and we take your personal privacy seriously.

This notice explains Humana's privacy practices, our legal responsibilities, and your rights concerning your personal and health information. We follow the privacy practices described in this notice and will notify you of any changes.

We reserve the right to change our privacy practices and the terms of this notice at any time, as allowed by law. This includes the right to make changes in our privacy practices and the revised terms of our notice effective for all personal and health information we maintain. This includes information we created or received before we made the changes. When we make a significant change in our privacy practices, we will change this notice and send the notice to our health plan subscribers.

## What is personal and health information?

Personal and health information - from now on referred to as "information" - includes both medical information and individually identifiable information, like your name, address, telephone number, or Social Security number. The term "information" in this notice includes any personal and health information created or received by a healthcare provider or health plan that relates to your physical or mental health or condition, providing healthcare to you, or the payment for such healthcare.

## How does Humana protect my information?

In keeping with federal and state laws and our own policy, Humana has a responsibility to protect the privacy of your information. We have safeguards in place to protect your information in various ways including:

- Limiting who may see your information
- Limiting how we use or disclose your information
- Informing you of our legal duties about your information
- Training our associates about company privacy policies and procedures

## How does Humana use and disclose my information?

We must use and disclose your information:

- To you or someone who has the legal right to act on your behalf
- To the Secretary of the Department of Health and Human Services
- Where required by law.

We have the right to use and disclose your information:

- To a doctor, a hospital, or other healthcare provider so you can receive medical care
- For payment activities, including claims payment for covered services provided to you by healthcare providers and for health plan premium payments
- For healthcare operation activities including processing your enrollment, responding to your inquiries and requests for services, coordinating your care, resolving disputes, conducting medical management, improving quality, reviewing the competence of healthcare professionals, and determining premiums
- For performing underwriting activities
- To your plan sponsor to permit them to perform plan administration functions
- To contact you with information about health-related benefits and services, appointment reminders, or about treatment alternatives that may be of interest to you
- To your family and friends if you are unavailable to communicate, such as in an emergency



# Notice of Privacy Practices *(continued)*

- To provide payment information to the subscriber for Internal Revenue Service substantiation
- To public health agencies if we believe there is a serious health or safety threat
- To appropriate authorities when there are issues about abuse, neglect, or domestic violence
- In response to a court or administrative order, subpoena, discovery request, or other lawful process
- For law enforcement purposes, to military authorities and as otherwise required by law
- To assist in disaster relief efforts
- For compliance programs and health oversight activities
- To fulfill Humana's obligations under any workers' compensation law or contract
- To avert a serious and imminent threat to your health or safety or the health or safety of others
- For research purposes in limited circumstances
- For procurement, banking, or transplantation of organs, eyes, or tissue
- To a coroner, medical examiner, or funeral director.

## **Will Humana use my information for purposes not described in this notice?**

In all situations other than described in this notice, Humana will request your written permission before using or disclosing your information. You may revoke your permission at any time by notifying us in writing. We will not use or disclose your information for any reason not described in this notice without your permission.

## **What does Humana do with my information when I am no longer a Humana member or I do not obtain coverage through Humana?**

Your information may continue to be used for purposes described in this notice when your membership is terminated or you do not obtain coverage through Humana. After the required legal retention period, we destroy the information following strict procedures to maintain the confidentiality.

## **What are my rights concerning my information?**

The following are your rights with respect to your information:

- **Access** – You have the right to review and obtain a copy of your information that may be used to make decisions about you, such as claims and case or medical management records. You also may receive a summary of this health information. If you request copies, we may charge you a fee for each page, a per hour charge for staff time to locate and copy your information, and postage.
- **Alternate Communications** – You have the right to receive confidential communications of information in a different manner or at a different place to avoid a life-threatening situation. We will accommodate your request if it is reasonable.
- **Amendment** – You have the right to request an amendment of information we maintain about you if you believe the information is wrong or incomplete. We may deny your request if we did not create the information, we do not maintain the information, or the information is correct and complete. If we deny your request, we will give you a written explanation of the denial.
- **Disclosure** – You have the right to receive a listing of instances in which we or our business associates have disclosed your information for purposes other than treatment, payment, health plan operations, and certain other activities. Effective April 1, 2003 or whenever you became a Humana member, Humana began maintaining these types of disclosures and will maintain this information for a period of six years. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.
- **Notice** – You have the right to receive a written copy of this notice any time you request.
- **Restriction** – You have the right to ask to restrict uses or disclosures of your information. We are not required to agree to these restrictions, but if we do, we will abide by our agreement. You also have the right to agree to or terminate a previously submitted restriction.

# Notice of Privacy Practices *(continued)*

## **How do I exercise my rights or obtain a copy of this notice?**

All of your privacy rights can be exercised by obtaining the applicable privacy rights request forms. You may obtain any of the forms by:

- Contacting us at 1-866-861-2762 at any time
- Accessing our Website at **Humana.com** and going to the Privacy Practices link
- E-mailing us at [privacy.office@humana.com](mailto:privacy.office@humana.com)

Send completed request form to:  
Humana Privacy Office  
P.O. Box 1438  
Louisville, KY 40202

## **What should I do if I believe my privacy has been violated?**

If you believe your privacy has been violated in any way, you may file a complaint with Human by calling us at: 1-866-861-2762 any time.

You may also submit a written complaint to the U.S. Department of Health and Human Services, Office of Civil Rights (OCR). We will give you the appropriate OCR regional address on request. You also have the option to e-mail your complaint to [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov). We support your right to protect the privacy of your personal and health information. We will not retaliate in any way if you elect to file a complaint with us or with the U.S. Department of Health and Human Services.

## **PRIVACY NOTICE CONCERNING FINANCIAL INFORMATION**

Humana and our affiliates understand that the privacy of your personal information is important to you. We take your privacy seriously and your trust in our ability to protect your private information is very important to us. This notice describes our policy regarding the confidentiality and disclosure of personal financial information.

## **How does Humana collect information about me?**

We collect information about you and your family when you complete applications and forms. We also collect information from your dealings with us, our affiliates, or others. For example, we may receive

information about you from participants in the healthcare system, such as your doctor or hospital, as well as from employers or plan administrators, credit bureaus, and the Medical Information Bureau.

## **What information does Humana receive about me?**

The information we receive may include such items as your name, address, telephone number, date of birth, Social Security number, premium payment history, and your activity on our Website. This also includes information regarding your medical benefit plan, your health benefits, and health risk assessments.

## **Where will Humana disclose my information?**

We may share your information with affiliated companies and non-affiliated third parties, as permitted by law. We may also provide your information to other financial institutions with which we have joint marketing agreements in order to provide you with offers for products and services you may find of value or which are health-related.

## **What can I prevent with an opt-out disclosure?**

You can prevent the disclosures to non-affiliated third parties that provide products and services not offered by Humana or where the non-affiliated company provides services related to your plan by requesting to opt-out of such disclosures. Your opt-out request will apply to all members or individuals covered under your Humana identification number or member account.

Your opt-out request will continue to apply until you revoke your request or terminate your membership.

## **How do I request an opt-out?**

At any time you can tell Humana not to share any of your personal information with affiliated companies that provide offers of non-Humana products or services. If you wish to exercise your opt-out option, or to revoke a previous opt out request, you need to provide the following information to process your request: your name, date of birth, and your Humana member identification number. You can use any of the methods below to request or revoke your opt-out:

- Call us at 1-866-861-2762
- E-mail us at [privacyoffice@humana.com](mailto:privacyoffice@humana.com).

# Notice of Privacy Practices *(continued)*

- Send your opt-out request to us in writing:  
Humana Privacy Office  
P. O. Box 1438  
Louisville, KY 40202

Humana follows all federal and state laws, rules, and regulations addressing the protection of personal and health information. In situations when federal and state laws, rules, and regulations conflict, Humana follows the law, rule, or regulation which provides greater protection.

The following affiliates and subsidiaries also adhere to Humana's privacy policies and procedures:

American Dental Providers of Arkansas, Inc.  
American Dental Plan of North Carolina, Inc.  
Cariten Insurance Company  
Cariten Health Plan  
CarePlus Health Plans, Inc.  
CompBenefits Company  
CompBenefits Dental, Inc.  
CompBenefits Insurance Company  
CompBenefits of Alabama, Inc.  
CompBenefits of Georgia, Inc.  
CorpHealth, Inc.  
CorpHealth Provider Link, Inc.  
DentiCare, Inc.  
Emphesys, Inc.  
Emphesys Insurance Company  
HumanaDental Insurance Company

Humana AdvantageCare Plan, Inc. fna Metcare Health Plans, Inc.  
Humana Benefit Plan of Illinois, Inc. fna OSF Health Plans, Inc.  
Humana Health Benefit Plan of Louisiana, Inc.  
Humana Employers Health Plan of Georgia, Inc.  
Humana Health Insurance Company of Florida, Inc.  
Humana Health Plan of Ohio, Inc.  
Humana Health Plan of Texas, Inc.  
Humana Health Plan, Inc.  
Humana Health Plans of Puerto Rico, Inc.  
Humana Insurance Company  
Humana Insurance Company of Kentucky  
Humana Insurance Company of New York  
Humana Insurance of Puerto Rico, Inc.  
Humana Medical Plan, Inc.  
Humana MarketPOINT, Inc.\*  
Humana MarketPOINT of Puerto Rico, Inc.\*  
Humana Medical Plan of Utah, Inc.  
Humana Wisconsin Health Organization Insurance Corporation  
Kanawha Insurance Company\*  
Managed Care Indemnity, Inc.  
Preferred Health Partnership, Inc.\*  
Preferred Health Partnership of Tennessee, Inc.  
The Dental Concern, Inc.  
The Dental Concern, Ltd.

\* These affiliates and subsidiaries are only covered by the Privacy Notice Concerning Financial Information section.

**HUMANA.**  
*Guidance* when you need it most