SBBC97 Dental Plan
Florida







compbenefits
vision
dental

CompBenefits Company

A Prepaid Limited Health Service Organization Licensed Under Section 636 of the Florida Insurance Code.

Agreement And Certificate of Benefits

Provided that all Contributions and Copayments required by this Certificate are paid when due, CompBenefits Company (hereinafter referred to as "Company") hereby agrees to provide Benefits to the Subscriber subject to all the provisions, definitions, limitations, and conditions of this Certificate outlined below:



President

I. Definitions

A. "Agreement and Certificate of Benefits" (hereinafter referred to as "Certificate") is that document provided to the Subscriber that specifies Benefits and conditions of Coverage.

B. "Benefits" are those Dental Care Services available to the Members as stated in their Certificates.

C. "Contributions" are those periodic payments due Company by Subscriber to receive Benefits as provided by the Certificate.

D. "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.

E. "Copayment Benefits" are those 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.

F. "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.

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.

I. **"Effective Date"** is the first day that a Member is entitled to receive Benefits designated in the Certificate.

J. **"Enrollment Fee"** is a one-time application fee for non-group contracts.

K. **"Member"** is a Subscriber and/or covered eligible Dependent of a Subscriber.

L. **"Necessary Treatment"** is that set of Dental Care Services determined by the Participating General Dentist or Participating Specialist as required to establish and maintain Member's good oral health.

M. **"No Charge Benefits"** are those Dental Care Services for which there are no additional fees due the Participating General Dentist or Participating Specialist by Member.

N. **"Participating General Dentists and Participating Specialists"** are those licensed dentists selected and contracted with Company as independent contractors to provide dental Benefits to Members.

O. **"Subscriber"** is an individual in good standing for whom the necessary Contributions and Copayments have been made in payment for Dental Care Services and to whom a Certificate evidencing coverage has been issued.

P. **"Treatment Plan"** is that individual proposal by the Participating General Dentist or Participating Specialist outlining the recommended course of Member's Dental Care Services. A written copy may be requested by the Member.

Q. **"Usual Charges"** are those fees that are customarily charged for Dental Care 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 and Enrollment Fees (where applicable) 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 or Copayment basis in accordance with the 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. Duration of Agreement

Except under the following conditions, Company and Subscriber shall maintain this Certificate in force for a period of not less than twelve (12) months:

A. Company may cancel this Certificate with forty-five (45) days written notice:

1. (a) When a Member commits any action of fraud or misrepresentation involving Company.

(b) 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 Company, the Participating General Dentist, or the Participating Specialist to provide services to the Member and/or to other Members.

(c) When a Participating General Dentist is not available within the immediate geographical area of the Subscriber.

(d) When reasonable efforts by Company to establish and maintain a satisfactory dentist/patient relationship are unsuccessful or when Member has indicated unreasonable refusal to accept Necessary Treatment. When a Member refuses to accept treatment from two (2) Participating General Dentists or Participating Specialists, proof of unreasonable refusal shall be presumed conclusively.

2. Prior to cancellation, 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 to mental illness.

3. If cancellation is effected by Company, all excess Contributions received by Company (excluding Enrollment Fees) over Usual Charges will be returned to Subscriber. Whenever cancellation is effected by Company because a Participating General Dentist is not available within the immediate geographical area of the Subscriber, then the Enrollment Fee (if any) also will be refunded.

4. Cancellation of this Certificate by Company is without prejudice to any continuous loss which commenced while this Certificate was in force. Participating General Dentists and/or Participating Specialists shall complete all dental procedures undertaken upon the Member, until the specific treatment or procedure undertaken upon the Member has been completed or for ninety (90) days, whichever is the lesser period of time. This shall apply to acute care procedures only and shall not include non-acute continuing care which would require continuing periodic treatment.

B. Subscriber may cancel this Certificate:

1. By notifying Company in writing within thirty (30) days of the Effective Date. Provided no Dental Care Services have been rendered to the Member, all Contributions (excluding Enrollment Fees) will be refunded upon written request. If Dental Care Services have been received by the Member, then any Contribution refunds shall be first applied to the Usual Charges of the Participating General Dentist or Participating Specialist.

2. If the Subscriber permanently moves from the Company service area. Cancellation shall become effective on the last day of the month in which written notification is received by Company.

3. If the Subscriber seeks cancellation after the first thirty (30) days and during the first twelve (12) months of this Certificate, the Subscriber will not be entitled to any premium refund. Additionally, Company Participating General Dentists and Participating Specialists, at their discretion, shall have

the right to collect from the Member their Usual Charges less any Copayments previously paid by the Member.

V. Continuation of Coverage

Unless cancellation of this Certificate is made for reasons specified in IV. A. 1. (a), (b), (c), or (d), 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 annually after the two-year period following the Dependent's attainment of the limiting age.

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.

It is possible that a given employer is exempt from COBRA, particularly if there are less than 20 employees at all times during the calendar year.

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.

VI. Coverage for Newborn Children and Adding Additional Dependents

A. A child born to the Subscriber, or covered family member, while this Certificate is in force is covered under this Certificate from the moment of birth, up to thirty-one (31) days. If coverage is to continue, the Subscriber must notify Company within the thirty-one (31) day period and pay the required Contribution, if any. Coverage is for the same Benefits and under the same terms and conditions applicable for Dependent children. Adoptive children will be treated the same as newborn infants and eligible for coverage on the same basis upon placement in the adoptive home or from the moment of birth if a written agreement to adopt is entered into by Subscriber prior to birth.

B. 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.

VII. Conversion Provisions for Group Plans

A. Company shall offer a converted contract to any Subscriber or covered Dependent whose group plan coverage has been terminated, and who has been

continuously covered under Company for at least three (3) months immediately prior to termination. The converted contract will provide coverage and benefits similar to the terminated contract and will be similar to the non-group or group contract previously in effect.

B. A Subscriber or covered Dependent 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 Company contract.

4. Disenrollment for cause as specified in IV.A.1.

5. Willful and knowing misuse of the Company identification or Member handbook 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 coverages 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.

VIII. General Provisions

A. Dental Facility Selection

1. Members shall be entitled to select the Dental Facility of their choice from a listing of Dental Facilities provided at the time of original enrollment.

2. Members shall be entitled to transfer from one Dental Facility to another upon written request and provided all Contributions and Copayments are currently

paid. Transfers are limited to one (1) per calendar year per Member.

3. Company reserves the right to transfer Members to another Dental Facility for the following reasons:

   (a) If chosen Dental Facility is no longer under contract with Company to provide Benefits.

   (b) If chosen Dental Facility is determined by Company to be unable to effectively render Benefits to the Member.

   (c) If efforts to establish a satisfactory dentist/patient relationship between Member and a Participating General Dentist or Participating Specialist have failed.

   (d) If Member has unreasonably refused to accept Necessary Treatment from a particular Participating General Dentist, then a transfer will be made in order to obtain a second Necessary Treatment opinion.

B. Appointments

All non-emergency 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 a 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.

C. 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 or Participating Specialist. 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 or Participating Specialist 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 Dental Facility, 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 Dental Facility, 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 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 Dental Facility, 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.

D. Change in Contributions or Copayments

Company, at its discretion, may change the Contributions and/or Benefits by providing Subscriber with forty-five (45) days written notice prior to the Effective Date of the change. Changes in Contributions and Benefits will not be made to individual Certificates but will be made only on a class of Certificates. Subscriber shall have the right to cancel the Certificate, without penalty, if Subscriber does not wish to continue coverage because of proposed change.

E. Renewal

All Subscribers who continue to pay appropriate Contributions and Copayments will have their coverage renewed automatically, subject to all applicable provisions of this Certificate.

F. Grace Period

This contract has a thirty (30) day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the contract will stay in force. If full payment is not received within the thirty (30) day grace period, coverage will be terminated effective the first day of the grace period. Subscriber will be liable for the cost of Dental Care Services received during the grace period.

G. Reinstatement

The following guidelines shall apply to requests for reinstatement:

1. The Subscriber must submit an application for reinstatement to Company.

2. The Subscriber must remit to Company all Contributions for the period between the lapse Effective Date (previous last day of eligible coverage) and the reinstatement date.

Upon receipt by Company of the application and the appropriate Contributions, Company will notify Subscriber of the Effective Date of resumption of Benefits.

H. 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 in compiling utilization and/or similar data. Company agrees to honor confidentiality of said data.

I. Limitations and Exclusions

1. 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 VIII, Paragraph C of this Certificate.

2. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, transfer Dental Facilities, or enjoy any of the other privileges of a Member in good standing.

3. Company does not provide coverage for the following services:

a) Cost of hospitalization and pharmaceuticals, drugs or medications.

b) Services which in the opinion of the Participating General Dentist or Participating Specialist are not Necessary Treatment to establish and/or maintain the Member's oral health.

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 paid under Workers' Compensation or Employers' Liability laws.

g) Treatment for cysts, neoplasms and malignancies.

h) General anesthesia.

J. Incontestability

In the absence of fraud, all statements made by the Subscriber are considered representations and not warranties during the first two years of coverage. Company may avoid providing coverage at any time if Subscriber makes a fraudulent statement in a written application.

K. Conformity with Florida Law

1. This Certificate shall be interpreted in accordance with the laws of the State of Florida and any action or claim, including arbitration, shall be brought within the State of Florida.

2. Any statute, act, ordinance, rule or regulation of any governmental authority with jurisdiction over Company shall have the effect of amending this Certificate to conform with the minimum requirements thereof.

3. In the event any portion of this Certificate is held to be void, it shall not affect any other provisions.

L. Notices

All notices, changes, or requests by Members shall be made in writing and shall be furnished by United States Mail to Company at its address as listed on the face page of this Certificate.

M. 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.

N. Open Enrollment for Group Plans

Company will offer group plans at least one open enrollment period of not less than thirty (30) days every eighteen (18) months. Such open enrollment periods will be offered for as long as the group exists unless Company and the Group mutually agree to a shorter period of time than eighteen (18) months.

O. Insurance Department

The address and telephone number of the Florida Insurance Department are as follows:

200 E. Gaines Street, Tallahassee, FL 32399; Consumer Hotline (800) 342-2762.

IX. Review and Mediation of Complaints

A. Informational Grievances

Any Member who has a grievance against Company for any matter arising out of a Subscriber Certificate or for covered Dental Care Services rendered thereunder may submit an informal oral grievance to Company. Assistance with Company's grievance procedures, including assistance with informal oral grievances, may be obtained by calling Company's Member Services Department at the address and telephone number listed on the face page of this Certificate. Oral grievances shall be submitted to Company's Grievance Coordinator. Informal oral grievances shall be responded to as soon as possible by the Grievance Coordinator. If the informal oral grievance involves a dentally-related matter or claim, Company's Dental Director shall be involved in resolving said grievance. The Member has the right to file a

formal written grievance with Company and to appeal to the State of Florida Department of Insurance.

B. Submission of Formal Grievances

Any Member who has a grievance against Company for any matter arising out of a Subscriber Certificate or for covered Dental Care Services rendered thereunder 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 on the face page of this Certificate. More information on and assistance with Company's grievance procedures may be obtained by calling Company's Member Services Department at Company's telephone number as listed on the face page of this Certificate.

C. Response to Formal Grievances

Company's Grievance Panel shall meet once a month to review written grievances submitted. If the Grievance Panel requires further information from the Member, then the Member may be asked to appear before the Grievance Panel. The Grievance Panel shall render a decision and communicate such decision, in writing, to the grievant within ten (10) days after the Grievance Panel's meeting. If the grievance involves a dentally-related matter or claim, Company's Dental Director shall be involved in resolving said grievance. If the grievance involves denial of benefits or services, the written decision shall reference the specific provisions of this Certificate upon which the denial is based. All grievances shall be processed within sixty (60) days by Company. However, if the grievance involves collection of information from outside Company's service area, an additional thirty (30) days will be allowed for processing.

D. Appeal of Decision

If the Member is dissatisfied with the decision of the Grievance Panel, the Member may request reconsideration by the 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 Grievance Panel's initial written decision. In addition, a Member has the right to appeal to the State of Florida Department of Insurance.

X. Entire Agreement

This Certificate constitutes the entire agreement between the parties.

XI. Agreement Language

Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

AMENDMENT

The Agreement and Certificate of Benefits ("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.

The definition of "Dependent" is hereby deleted in its entirety and replaced with the following:

Dependent- means any of the following persons:

1. Your spouse;
2. Your child;
   a) from birth to age 26; or
   b) at least 26 years of age and:
      i. primarily dependent upon You for support because of mental or physical handicap;
      ii. was incapacitated and insured under Policy on his 26th birthday; and
      iii. continues to be incapacitated beyond his 26th birthday.

A child also includes adopted children, as well as stepchildren or foster children living with You in a parent-child relationship

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

Gerald L. Ganoni
President

CHOICE A

BASIC DHMO DENTAL PLAN

SCHEDULE OF BENEFITS AND SUBSCRIBER COPAYMENTS

SBBC 97

ADA CODE	PROCEDURE	PATIENT PAYS
APPOINTMENTS		
9430	Office visit - during regularly scheduled hours	NO CHARGE
9440	Emergency visit - after hours	$35.00
9110	Palliative (emergency treatment) of dental pain - minor procedure	$15.00
0999	Diagnosis and treatment plan presentation	NO CHARGE
9999	Broken appointments (without 24 hour notice) - per 30 min to maximum of $40.00	$10.00
DIAGNOSTIC		
0120	Periodic Oral Evaluation	NO CHARGE
0140	Limited Oral Evaluation - Problem Focused	NO CHARGE
0150	Comprehensive Oral Eval. new or established patient	NO CHARGE
0240	Intraoral - Occlusal film	NO CHARGE
0470	Diagnostic casts	NO CHARGE
0999	Diagnosis and treatment plan presentation	NO CHARGE
9310	Consultation (diagnostic service provided by dentist other than practitioner providing treatment	$8.00
PREVENTIVE		
1110	Proplylaxis - adult (maximum four per year)	NO CHARGE
1120	Proplylaxis - child (maximum four per year)	NO CHARGE
1201	Topical application of fluoride (including prophylaxis) - child	NO CHARGE
1203	Topical application of fluoride (prophylaxis not included) - child	NO CHARGE
1330	Oral hygiene instruction	NO CHARGE
1351	Sealant-per tooth	NO CHARGE
RADIOGRAPHS		
0210	Intraoral - complete series (including bitewings)	NO CHARGE
0220	Intraoral - periapical first film	NO CHARGE
0230	Intraoral - periapical-each additional film	NO CHARGE
0270	Bitewings - single film	NO CHARGE
0272	Bitewings - two films	NO CHARGE
0274	Bitewings - four films	NO CHARGE
0330	Panoramic film	NO CHARGE
SPACE MAINTAINERS		
1510	Space maintainer - fixed - unilateral	$35.00
1515	Space maintainer - fixed - bilateral	$35.00
1520	Space maintainer - removable - unilateral	$75.00
1525	Space maintainer - removable - bilateral	$75.00
RESTORATIVE		
2940	Sedative filling	NO CHARGE
2140	Amalgam - one surface, primary or permanent	NO CHARGE
2150	Amalgam - two surfaces, primary or permanent	NO CHARGE
2160	Amalgam - three surfaces, primary or permanent	NO CHARGE
2161	Amalgam - four or more surfaces, primary or permanent	NO CHARGE
2330	Resin-based composite - one surface, anterior	NO CHARGE
2331	Resin-based composite - two surfaces, anterior	NO CHARGE
2332	Resin-based composite - three surfaces, anterior	NO CHARGE
2335	Resin-based composite - four or more surfaces, or incisal angle (anterior)	NO CHARGE
2510	Inlay - metallic - one surface	$85.00
2520	Inlay - metallic - two surfaces	$95.00
2530	Inlay - metallic - three or more surfaces	$120.00
2543	Onlay - metallic - three surfaces (in addition to inlay)	$150.00
2544	Onlay - metallic - four or more surfaces (in addition to inlay)	$150.00
2781	Crown - 3/4 cast predominantly base metal	$175.00
2790	Crown - full cast high noble metal	$185.00
2791	Crown - full cast predominantly base metal	$185.00
2792	Crown - full cast noble metal	$185.00
2940	Sedative filling	NO CHARGE
2951	Pin retention - per tooth, in addition to restoration	$12.00
2999	Acid etching - resin-based composit restorations (per tooth)	$10.00
***CROWN & BRIDGE**		
2930	Prefabricated stainless steel - primary tooth	$35.00
2750	Crown - porcelain fused to high noble metal	$200.00
2751	Crown - porcelain fused to predominantly base metal	$200.00
2752	Crown - porcelain fused to moble metal	$200.00
6750	Crown - porcelain fused to high noble metal	$200.00
6751	Crown - porcelain fused to predominantly base metal	$200.00
6752	Crown - porcelain fused to noble metal	$200.00
2790	Crown - full cast high noble metal	$185.00
2791	Crown - full cast predominantly base metal	$185.00
2792	Crown - full cast noble metal	$185.00
6790	Crown - full cast high noble metal	$185.00
6791	Crown - full cast predominantly base metal	$185.00
6792	Crown - full cast noble metal	$185.00
2910	Recement inlay, onlay, or partial coverage restoration	$10.00
2920	Recement crown	$10.00
6930	Recement fixed partial denture	$10.00
2952	Cast post and core in addition to crown	$360.00
6210	Pontic - cast high noble metal	$185.00
6211	Pontic - cast predominantly base metal	$185.00
6212	Pontic - cast noble metal	$185.00
6240	Pontic - porcelain fused to high noble metal	$200.00
6241	Pontic - porcelain to predominantly base metal	$200.00
6242	Pontic - porcelain fused to noble metall	$200.00
ENDODONTICS		
3220	Therapeutic pulpotomy (excluding final restoration)	$20.00
3310	Anterior (excluding final restoration)	$80.00
3320	Bicuspid (excluding final restoration)	$135.00
3330	Molar (excluding final restoration)	$175.00
3410	Apicoectomy/perriradicular surgery - anterior	$65.00

ADA CODE	PROCEDURE	PATIENT PAYS
ADJUNCTIVE SERVICES - per quadrant		
9951	Occlusal adjustment - limited	$20.00
9952	Occlusal adjustment - complete	$65.00
PERIODONTICS -		
4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or bounded teeth spaces per quadrant	$105.00
4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or bounded teeth speaces per quadrant	$105.00
4341	Periodontal scaling and root planing - four or more teeth per quadrant	$37.50
4342	Periodontal scaling and root planing - one to three contiguous teeth or bounded teeth spaces per quadrant	$37.50
***PROSTHODONTICS**		
Standard complete dentures (includes adjustments within 60 days):		
5110	Complete denture - maxillary (includes adjustments within the first sixty days)	$200.00
5120	Complete denture - mandibular (includes adjustments within the first sixty days)	$200.00
5130	Immediate denture - maxillary (includes adjustments within the first sixty days)	$230.00
5140	Immediate denture - mandibular (includes adjustments within the first sixty days)	$230.00
5999	Duplicate complete denture - each unit	$100.00
***Partial Dentures:**		
5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	$205.00
5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	$205.00
5213	Maxillary partial denture - cast metal framework with resin denture base (including any conventional clasps, rests and teeth)	$280.00
5214	Mandibular partial denture - cast metal framework with resin denture base (including any conventional clasps, rests and teeth)	$280.00
5999	Duplicate complete denture - each unit $100.00	
***REPAIRS TO PROSTHETICS (PARTIAL OR COMPLETE)**		
5410	Adjust complete denture - maxillary (after first sixty days)	$50.00
5411	Adjust complete denture - mandibular (after first sixty days)	$50.00
5421	Adjust partial denture - maxillary (after first sixty days)	$50.00
5422	Adjust partial denture - mandibular (after first sixty days)	$50.00
5510	Repair broken complete denture base	$65.00
5520	Replace missing or broken teeth - complete denture (each tooth)	$85.00
5630	Repair or replace broken clasp	$10.00
5730	Reline complete maxillary denture (chairside)	$25.00
5741	Reline mandibular partial denture (chairside)	$25.00
5750	Reline complete maxillary denture (laboratory)	$45.00
5761	Reline mandibular partial denture (laboratory)	$45.00
5850	Tissue conditioning, maxillary	$30.00
5999	Duplicate complete denture - each unit	$100.00
EXTRACTIONS/ORAL SURGERY		
7111	Coronal remnants, deciduous tooth - two or fewer per visit	NO CHARGE
7111	Coronal remnants, deciduous tooth - three or more per visit	$5.00
7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal) - two or fewer per visit	NO CHARGE
7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal) - three or more per visit	$5.00
7310	Alveoloplasty in conjunction with extractions - per quadrant	$37.50
7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	$37.50
7320	Alveoloplasty not in conjunction with extractions - per quadrant	$37.50
7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	$37.50
Surgical extractions:		
7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	$20.00
7220	Removal of impacted tooth - soft tissue	$25.00
7230	Removal of impacted tooth - partially bony	$50.00
7240	Removal of impacted tooth - completely bony	$75.00
7250	Surgical removal of residual tooth roots (cutting procedure)	$20.00
7450	Removal of benign odontogenic cyst or tumor - lesion diameter less than 1.25 cm	$25.00
7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	$40.00
7960	Frenulectomy (frenectomy or frenotomy) - separate procedure	$36.00
7970	Excision of hyperplastic tissue - per arch	$35.00
ORTHODONTICS (BRACES)		
8999	Initial orthodontic consult	NO CHARGE

Company benefit covers 25% of the fee. Cases under treatment are eligible for benefits only at the discretion of the participating orthodontists.

ANESTHESIA		
9215	Local anesthesia	NO CHARGE
9230	Analgesia, anxiolysis, inhalation of nitrous oxide - each 30 minutes	$10.00
9310	Consultation (diagnostic service provided by dentist other than practitioner providing treatment	$8.00
ADJUNCTIVE GENERAL SERVICES		
9951	Occlusal adjustment - limited	$20.00
9952	Occlusal adjustment - complete	$65.00

*The above prices are exclusive of gold and lab fees which may be additional.

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SPECIALISTS
All dental services and procedures performed by Participating Specialists are at usual fees less 25% where applicable. Specialist benefits are available only in areas where Company has a Participating Specialist. Copayments apply only when treatment is performed at a Participating General Dentist office. If the services of a specialist are required, these copayments do not apply.

NOTE:
1) The above co-payments apply only when treatment is performed at a Participating General Dentist office. If you should need the services of a Participating Specialist, these co-payments do not apply.
2) If you should need a specialist (i.e. Endodontist, Oral Surgeon, Periodontist, Pediatric Dentist, Orthodontist), you may be referred by your Participating General Dentist, or you may refer yourself to any Participating Specialist. Upon identification of yourself as a CompBenefits member, you will receive a 25% reduction from the Participating Specialist's usual fee for services performed. Specialist services are available in areas where the dental plan has a Participating Specialist.
3) The above co-payments for crown and bridge treatment are exlcusive of the additional cost for noble (semi-precious) or high noble (precious) metal.
4) Not all Participating Dentists perform all listed covered procedures, including amalgams. Please consult your dentist prior to treatment for availability of services.
5) Unlisted procedures are available at the Participating Dentist's usual fee less 25%.

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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 fundraising 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 communications 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.

Questions & Answers DHMO

Thank you for selecting a CompBenefits dental plan. You and your family can look forward to receiving affordable care as well as good dental health. CompBenefits' benefits are designed to encourage preventive care which will keep your teeth and gums free of dental disease. When you receive care from one of our Participating General Dentists or Participating Specialists, simply consult your Schedule of Benefits to determine the amount you will pay for a specified procedure. This amount is referred to as a "copayment" or "surcharge".

From time to time, you may have questions about your dental benefits. We have anticipated what some of those questions may be and have provided the answers for you below. Understanding how your new dental program works will allow you to get the best care possible for both you and your family. Please take a moment now to read through this brochure and learn more about your dental plan.

Where can I receive benefits?

Benefits are provided by Participating General Dentists and Participating Specialists. The Participating General Dentist you have selected is printed on your Certificate of Dental Benefits. If you have not already chosen a Participating General Dentist, please contact Member Services in order to do so.

Please note that some Participating General Dentists may have more than one office. Please be sure to go only to the physical office location you choose. Each month, your dentist will receive a list with your name on it. It is a good idea for you to check with your dentist's office staff to be sure your name is on their list before you receive services.

How do I obtain a dental appointment?

Simply call your selected Participating General Dentist and make an appointment. Please take a moment to confirm the effective date of your coverage, which is printed on your Certificate of Dental Benefits. If you receive your Certificate of Benefits prior to your effective date, please wait until your effective date to make an appointment.

How do I obtain a list of Participating Dentists?

Simply call Member Services. We will be happy to mail one to you.

What should I do if I need to cancel my appointment?

If you need to cancel an appointment, please call your Participating General Dentist at least 24 hours before your appointment. Dentists work on an appointment basis and need to know your change of plans. If you break an appointment without giving 24-hour notice to your Participating General Dentist's office, you may be charged for a broken appointment at the rate shown on your Schedule of Benefits.

When I go to my selected Participating General Dentist, what treatment will I receive?



Your Participating General Dentist will evaluate your total dental needs. The two of you will then agree on a treatment plan to correct any existing problems and get you started on a program of good oral hygiene to help keep your teeth healthy and sound. Be sure you understand the recommended treatment plan and any associated charges. You may request a written copy of your treatment plan.

Your dentist is a dental care professional. Please do not ask him or her to provide only the "no charge" benefits and neglect treatment which is in the best interest of your own oral health. If you have any questions about your treatment plan, discuss them with your Participating General Dentist. If you have questions regarding your Schedule of Benefits, contact Member Services.

What if I want a second opinion?

You may get a second opinion from one of our Participating General Dentists at the cost indicated on your Schedule of Benefits. Simply call a Participating General Dentist and let the receptionist know that you'd like a second opinion appointment. Be sure to indicate that you are a member. The dentist will evaluate your situation and discuss it with you. If any services are rendered, you will be responsible for the cost.

What do I do if I need emergency treatment?

Call your Participating General Dentist and request an emergency appointment for the treatment of accidental, painful or urgent conditions. Your Schedule of Benefits shows the copayment for emergency appointments. This copayment is in addition to any copayment for treatment.

If your Participating General Dentist is not available, contact Member Services. We will help you locate another Participating General Dentist who can provide emergency care.

Consult your Certificate of Benefits for specific information regarding “out-of-area” emergency care.

Can I go to any Specialist of my choice?

Your benefits are available only from Participating General Dentists and Participating Specialists. Your Participating General Dentist will provide most, if not all, of the care you need. In the event specialist care is required, your Participating General Dentist may make a recommendation. Depending on your plan's specific provisions, an authorized referral from your Participating General Dentist may be required before seeking specialty care. Please read your plan's Certificate of Benefits carefully for specific guidance about accessing specialty care.

What should I do if I have a change of address?

Simply notify Member Services by phone or letter if your address or telephone number changes.

What are my charges if a procedure is not on my Schedule of Benefits?



A few services are specifically listed as exclusions on your Schedule of Benefits. You do not have any benefits for those services. Any service that is not specifically excluded may be available at a discount from Participating General Dentists' Usual and Customary Fees. Please refer to your Schedule of Benefits for the exact discount applicable to your plan.

What is the difference between Prophylaxis and Periodontal Prophylaxis?

Prophylaxis (ADA code #1110) is a routine cleaning. It includes scaling and polishing of teeth with normal periodontium (gum attachment and bone support).

Periodontal Maintenance Procedures (ADA code #4910) are maintenance procedures which are often necessary for those patients who have treatment for periodontal problems such as gum disease or pyorrhea and require follow up care.

Periodic maintenance treatment following active therapy is not the same as routine cleaning. It is a more extensive scaling process. There is a scheduled copayment for this procedure.

May I change from one Participating General Dentist to another?

Yes. You may change your Participating General Dentist by simply calling Member Services. If you request a change by the 15th of the month, it will become effective on the first of the following month. You may be precluded from transferring if you have a balance owed to your current dentist. Please read your plan’s Certificate of Benefits for details on dental facility transfer limitations.

Is your dental plan a dental insurance plan?



Our plan is not an insurance plan. It is a Prepaid Dental Plan which makes benefits available from selected Participating General Dentists and Participating Specialists.

You enjoy benefits without deductibles, pre-existing conditions, or maximum benefit limitations. You, as the patient, pay your dentist the copayment amount stated in your Schedule of Benefits. The financial arrangements for making these copayments are strictly between the dentist and the patient. There are no claim forms to be filed.

What will I pay for a crown or a bridge?

The amount you pay depends on the type of crown or bridge which your Participating General Dentist recommends for you. The copayment on your Schedule of Benefits may not include the price of gold. If your crown or bridge includes gold, there may be an additional charge.

How do I transfer my dental records?

Dental records are the property of the Participating General Dentists or the Specialists. As a patient, you may request that a copy of your dental records be forwarded to your new Participating General Dentist's office, however, we cannot do this for you. Please note that there may be a charge to you for copies of dental records, including X-rays.

What happens if I am covered by dental insurance in addition to my coverage?

We typically will be your primary coverage. However, you may want to file your "out-of-pocket" expenses with your other carrier. Please contact your other plan for information about how they would like you to submit your "out-of-pocket" expenses.

What if I have other questions?

We have a qualified staff trained to answer your questions. Please contact us for further information.

Contact Member Services for:

- ❒ Name of Participating General Dentist
- ❒ Change of Participating General Dentist
- ❒ List of Participating Dentists
- ❒ Explanation of benefits
- ❒ Change of address
- ❒ New Certificate of Benefits & ID Cards

Contact Account Services for:

- ❒ Billing/payment questions
- ❒ Continuation of coverage
- ❒ Continuation of coverage for dependents who have reached the maximum age limit
- ❒ Policy reinstatement
- ❒ Dependent addition
- ❒ Dependent deletion
- ❒ Change of name
- ❒ Cancellation of coverage
- ❒ Effective date of policy

CompBenefits Member Services
1.800.342.5209

www.compbenefits.com

LIMITATIONS AND EXCLUSIONS

MANAGED CARE DENTAL PLANS

CompBenefits does not provide coverage for the following services:

1. Cost of hospitalization and pharmaceuticals.
2. Services which are not Necessary Treatment in the opinion of the Participating Dentist(s) or Specialist(s).
3. Any service which is not consistent with the Normal and/or Usual Services provided by said Participating Dentist(s).
4. Any service performed by a non-participating CompBenefits provider except for emergencies as provided for in the certificate of benefits.

Prices Exclusive of Gold

All procedures listed may not be performed by the Participating General Dentist you select. The surcharges shown apply to those CompBenefits Participating General Dentists who do perform those services and are not applicable for services performed by a specialist. Therefore, you are encouraged to discuss availability of the scheduled services with your Participating General Dentist. Procedures not listed on the schedule of benefits, that are preformed by the selected General Dentist, will be charged at the General Dentist's usual and customary fee less 25%.

PPO/INDEMNITY PLAN

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

1. the denture or partial denture must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;
2. the fixed bridge (including a resin bonded fixed bridge) must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;
3. 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. Chewing injuries are not considered Covered Dental Injuries;
4. 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;
5. 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 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. any chewing injury. A chewing injury means an injury which occurs during the act of chewing or biting. The injury may be caused by biting on a foreign object not expected to be a normal constituent of food; by parafunctional habits, such as chewing on eyeglass frames or pencils; or by biting down on a suddenly dislodged or loose dental prosthesis.
4. crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling;
5. appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting;
6. 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;
7. 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;
8. charges for travel time; transportation costs; or professional advice given on the phone;
9. procedures performed by a Dentist who is a member of Your immediate family;
10. any charges, including ancillary charges, made by a hospital, ambulatory surgical center, or similar facility;
11. 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;
12. 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;
13. 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;
14. the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared;
15. treatment for cosmetic purposes. Facings on crowns or bridge units on molar teeth will always be considered cosmetic;
16. 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;
17. 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;
18. a sickness for which the patient can receive benefits under a workers' compensation act or similar law;
19. an injury that arises out of or in the course of a job or employment for pay or profit; or
20. charges to the extent that they are more than the Prevailing Fee. If the amount of the Prevailing Fee 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.

Notices

The following pages contain important information about Humana's claims procedures and certain federal laws. There may be differences between the Certificate of Insurance and this Notice packet. There may also be differences between this notice packet and state law. The Plan participant is eligible for the rights more beneficial to the participant.

This section includes notices about:

Claims and Appeal Procedures

Federal Legislation

Medical Child Support Orders

Continuation of Coverage for Full-time Students During Medical Leave of Absence

General Notice of COBRA Continuation of Coverage Rights

Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA)

Family and Medical Leave Act (FMLA)

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
~Your Rights under ERISA

Privacy and Confidentiality Statement

CLAIMS AND APPEALS PROCEDURES

The Employee Retirement Income Security Act of 1974 (ERISA) established minimum requirements for claims procedures. Humana complies with these standards. Covered persons in insured plans subject to ERISA should also consult their insurance benefit plan documents (e.g., the Certificate of Insurance or Evidence of Coverage). Humana complies with the requirements set forth in any such benefit plan document issued by it with respect to the plan unless doing so would prevent compliance with the requirements of the federal ERISA statute and the regulations issued thereunder. The following claims procedures are intended to comply with the ERISA claims regulation, and should be interpreted consistent with the minimum requirements of that regulation. Covered persons in plans not subject to ERISA should consult their benefit plan documents for the applicable claims and appeals procedures.

DISCRETIONARY AUTHORITY

With respect to paying claims for benefits or determining eligibility for coverage under a policy issued by Humana, Humana as administrator for claims determinations and as ERISA claims review fiduciary, shall have full and exclusive discretionary authority to:

1. Interpret plan provisions;
2. Make decisions regarding eligibility for coverage and benefits; and
3. Resolve factual questions relating to coverage and benefits.

CLAIMS PROCEDURES
Definitions

Adverse determination: means a decision to deny benefits for a pre-service claim or a post-service claim under a group health and/or dental plan.

Claimant: A covered person (or authorized representative) who files a claim.

Concurrent-care Decision: A decision by the plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by the plan (other than by plan amendment or termination) or a decision with respect to a request by a Claimant to extend a course of treatment beyond the period of time or number of treatments that has been approved by the plan.

Group health plan: an employee welfare benefit plan to the extent the plan provides dental care to employees or their dependents directly (self insured) or through insurance (including HMO plans), reimbursement or otherwise.

Health insurance issuer: the offering company listed on the face page of your Certificate of Insurance or Certificate of Coverage and referred to in this document as "Humana."

Post-service Claim: Any claim for a benefit under a group health plan that is not a Pre-service Claim.

Pre-service Claim: A request for authorization of a benefit for which the plan conditions receipt of the benefit, in whole or in part, on advance approval.

Urgent-care Claim (expedited review): A claim for covered services to which the application of the time periods for making non-urgent care determinations:

could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function; or

in the opinion of a physician with knowledge of the covered person's medical condition, would subject the covered person to severe pain that cannot be adequately managed without the service that is the subject of the claim.

Humana will make a determination of whether a claim is an Urgent-care Claim. However, any claim a physician, with knowledge of a covered person's medical condition, determines is a "Urgent-care Claim" will be treated as a "claim involving urgent care."

Submitting a Claim

This section describes how a Claimant files a claim for plan benefits.

A claim must be filed in writing and delivered by mail, postage prepaid, by FAX or e-mail. A request for pre-authorization may be filed by telephone. The claim or request for pre-authorization must be submitted to Humana or to Humana's designee at the address indicated in the covered person's benefit plan document or identification card. Claims will be not be deemed submitted for purposes of these procedures unless and until received at the correct address.

Claims submissions must be in a format acceptable to Humana and compliant with any legal requirements. Claims not submitted in accordance with the requirements of applicable federal law respecting privacy of protected health information and/or electronic claims standards will not be accepted by Humana.

Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than the period of time described in the benefit plan document.

Claims submissions must be complete and delivered to the designated address. At a minimum they must include:

- Name of the covered person who incurred the covered expense.
- Name and address of the provider
- Diagnosis

- Procedure or nature of the treatment
- Place of service
- Date of service
- Billed amount

A general request for an interpretation of plan provisions will not be considered a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of the plan, should be directed to the plan administrator.

Procedural Defects

If a Pre-service Claim submission is not made in accordance with the plan's requirements, Humana will notify the Claimant of the problem and how it may be remedied within five (5) days (or within 24 hours, in the case of an Urgent-care Claim). If a Post-service Claim is not made in accordance with the plan's requirement, it will be returned to the submitter.

Authorized Representatives

A covered person may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The authorization must be in writing and authorize disclosure of health information. If a document is not sufficient to constitute designation of an authorized representative, as determined by Humana, the plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to Humana in advance or at the time an authorized representative commences a course of action on behalf of the covered person. Humana may verify the designation with the covered person prior to recognizing authorized representative status.
- In any event, a health care provider with knowledge of a covered person's medical condition acting in connection with an Urgent-care Claim will be recognized by the plan as the covered person's authorized representative.

Covered persons should carefully consider whether to designate an authorized representative. Circumstances may arise under which an authorized representative may make decisions independent of the covered person, such as whether and how to appeal a claim denial.

Claims Decisions

After a determination on a claim is made, Humana will notify the Claimant within a reasonable time, as follows:

Pre-service Claims

Humana will provide notice of a favorable or *adverse determination* within a reasonable time appropriate to the medical circumstances but no later than 15 days after the plan receives the claim.

This period may be extended by an additional 15 days, if Humana determines the extension is necessary due to matters beyond the control of the plan. Before the end of the initial 15-day period, Humana will notify the Claimant of the circumstances requiring the extension and the date by which Humana expects to make a decision.

If the reason for the extension is because Humana does not have enough information to decide the claim, the notice of extension will describe the required information, and the Claimant will have at least 45 days from the date the notice is received to provide the necessary information.

Urgent-care Claims (expedited review)

Humana will determine whether a particular claim is an Urgent-care Claim. This determination will be based on information furnished by or on behalf of a covered person. Humana will exercise its judgment when making the determination with deference to the judgment of a physician with knowledge of the covered person's condition. Humana may require a Claimant to clarify the medical urgency and circumstances supporting the Urgent-care Claim for expedited decision-making.

Notice of a favorable or *adverse determination* will be made by Humana as soon as possible, taking into account the medical urgency particular to the covered person's situation, but not later than 72 hours after receiving the Urgent-care Claim.

If a claim does not provide sufficient information to determine whether, or to what extent, services are covered under the plan, Humana will notify the Claimant as soon as possible, but not more than 24 hours after receiving the Urgent-care Claim. The notice will describe the specific information necessary to complete the claim. The Claimant will have a reasonable amount of time, taking into account the covered person's circumstances, to provide the necessary information - but not less than 48 hours.

Humana will provide notice of the plan's Urgent-care Claim determination as soon as possible but no more than 48 hours after the earlier of:

- The plan receives the specified information; or
- The end of the period afforded the Claimant to provide the specified additional information.

Concurrent-care Decisions

Humana will notify a Claimant of a Concurrent-care Decision involving a reduction or termination of pre-authorized benefits sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination.

Humana will decide Urgent-care Claims involving an extension of a course of treatment as soon as possible taking into account medical circumstances. Humana will notify a Claimant of the benefit determination, whether adverse or not, within 24 hours after the plan receives the claim, provided the claim is submitted to the plan 24 hours prior to the expiration of the prescribed period of time or number of treatments.

Post-service Claims

Humana will provide notice of a favorable or *adverse determination* within a reasonable time appropriate to the medical circumstances but no later than 30 days after the plan receives the claim.

This period may be extended an additional 15 days, if Humana determines the extension is necessary due to matters beyond the plan's control. Before the end of the initial 30-day period, Humana will notify the affected Claimant of the extension, the circumstances requiring the extension and the date by which the plan expects to make a decision.

If the reason for the extension is because Humana does not have enough information to decide the claim, the notice of extension will describe the required information, and the Claimant will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision on the earlier of the date on which the Claimant responds or the expiration of the time allowed for submission of the requested information.

Initial Denial Notices

Notice of a claim denial (including a partial denial) will be provided to Claimants by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time frames noted above. With respect to adverse decisions involving Urgent-care Claims, notice may be provided to Claimants orally within the time frames noted above. If oral notice is given, written notification must be provided no later than 3 days after oral notification.

A claims denial notice will convey the specific reason for the *adverse determination* and the specific plan provisions upon which the determination is based. The notice will also include a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary. The notice will disclose if any internal plan rule, protocol or similar criterion was relied upon to deny the claim. A copy of the rule, protocol or similar criterion will be provided to Claimants, free of charge, upon request.

The notice will describe the plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

If an *adverse determination* is based on medical necessity, experimental treatment or similar exclusion or limitation, the notice will state that an explanation of the scientific or clinical basis for the determination will be provided, free of charge, upon request. The explanation will apply the terms of the plan to the covered person's medical circumstances.

In the case of an adverse decision of an Urgent-care Claim, the notice will provide a description of the plan's expedited review procedures.

APPEALS OF ADVERSE DETERMINATIONS

A Claimant must appeal an *adverse determination* within 180 days after receiving written notice of the denial (or partial denial). An appeal may be made by a Claimant by means of written application to Humana, in person, or by mail, postage prepaid.

A Claimant, on appeal, may request an expedited appeal of an adverse Urgent-care Claim decision orally or in writing. In such case, all necessary information, including the plan's benefit determination on review, will be transmitted between the plan and the Claimant by telephone, facsimile, or other available similarly expeditious method, to the extent permitted by applicable law.

Determination of appeals of denied claims will be conducted promptly, will not defer to the initial determination and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim.

On appeal, a Claimant may review relevant documents and may submit issues and comments in writing. A Claimant on appeal may, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of the plan in connection with the *adverse determination* being appealed, as permitted under applicable law.

If the claims denial is based in whole, or in part, upon a medical judgment, including determinations as to whether a particular treatment, or other service is experimental, investigational, or not medically necessary or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

Time Periods for Decisions on Appeal

Appeals of claims denials will be decided and notice of the decision provided as follows:

Urgent-care Claims	As soon as possible but no later than 72 hours after Humana receives the appeal request.
Pre-service Claims	Within a reasonable period but no later than 30 days after Humana receives the appeal request.
Post-service Claims	Within a reasonable period but no later than 60 days after Humana receives the appeal request
Concurrent-care Decisions	Within the time periods specified above depending on the type of claim involved.

Appeals Denial Notices

Notice of a claim denial (including a partial denial) will be provided to Claimants by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time periods noted above.

A notice that a claim appeal has been denied will include:

- The specific reason or reasons for the *adverse determination.*

- Reference to the specific plan provision upon which the determination is based.

- If any internal plan rule, protocol or similar criterion was relied upon to deny the claim. A copy of the rule, protocol or similar criterion will be provided to the Claimant, free of charge, upon request.

- A statement describing any voluntary appeal procedures offered by the plan and the claimant's right to obtain the information about such procedures, and a statement about the Claimant's right to bring an action under section 502(a) of ERISA.

- If an *adverse determination* is based on medical necessity, experimental treatment or similar exclusion or limitation, the notice will state that an explanation of the scientific or clinical basis for the determination will be provided, free of charge, upon request. The explanation will apply the terms of the plan to the covered person's medical circumstances.

In the event an appealed claim is denied, the Claimant, will be entitled to receive without charge reasonable access to, and copies of, any documents, records or other information that:

- Was relied upon in making the determination.

- Was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination.

- Demonstrates compliance with the administrative processes and safeguards required in making the determination.

- Constitutes a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether the statement was relied on in making the benefit determination.

EXHAUSTION OF REMEDIES

Upon completion of the appeals process under this section, a Claimant will have exhausted his or her administrative remedies under the plan. If Humana fails to complete a claim determination or appeal within the time limits set forth above, the claim shall be deemed to have been denied and the Claimant may proceed to the next level in the review process.

After exhaustion of remedies, a Claimant may pursue any other legal remedies available, which may include bringing civil action under ERISA section 502(a) for judicial review of the plan's determination. Additional information may be available from the local U.S. Department of Labor Office.

LEGAL ACTIONS AND LIMITATIONS

No lawsuit may be brought with respect to plan benefits until all remedies under the plan have been exhausted.

No lawsuit with respect to plan benefits may be brought after the expiration of the applicable limitations period stated in the benefit plan document. If no limitation is stated in the benefit plan document, then no such suit may be brought after the expiration of the applicable limitations under applicable law.

MEDICAL CHILD SUPPORT ORDERS

An individual who is a child of a covered employee shall be enrolled for coverage under the group health plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSO).

A QMCSO is a state-court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered employee's child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under the group health plan; and (e) is "qualified," i.e., it meets the technical requirements of ERISA or applicable state law. QMCSO also means a state court order or judgment enforcing

state Medicaid law regarding medical child support required by the Social Security Act section 1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSO is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO requiring coverage under the group health plan for a dependent child of a non-custodial parent who is (or will become) a covered person by a domestic relations order providing for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the plan administrator.

CONTINUATION OF COVERAGE FOR FULL-TIME STUDENTS DURING MEDICAL LEAVE OF ABSENCE

A dependent child who is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school continues to be eligible for coverage for until the earlier of the following if the dependent child takes a medically necessary leave of absence:

- Up to one year after the first day of the medically necessary leave of absence; or
- The date coverage would otherwise terminate under the plan.

We may require written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.

GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS
Introduction

You are receiving this notice because you have recently become covered under a group health and/or dental plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health and/or dental coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health and/or dental coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's benefit plan document or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, the qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifing events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following events happen:

- Your spouse dies;

- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B or both); or
- You become divorce or legally separation from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events happen:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or commencement of a proceeding in bankruptcy with respect to the employer, the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child) you must notify the Plan Administrator within 60 days after the qualifying event occurs.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children. Once the Plan Administrator offers COBRA continuation coverage, the qualified beneficiaries must elect such coverage within 60 days.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage last for up to a total of 36 months. When the qualifying event is the end of employment, or reduction in the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee last until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which the employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment,

COBRA continuation coverage generally last for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability Extension of 18-Month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator within 60 days of such determination, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is given to the Plan within 60 days of the event. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, gets divorced or legally separated, or if the dependent child stops being eligible under the plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator. For more information about your rights under ERISA, including COBRA, or other laws affecting your group heath and/or dental plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gob/ebsa. (address and phone numbers of Regional and District EBSA Office are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send the Plan Administrator.
IMPORTANT NOTICE FOR INDIVIDUALS ENTITLED TO MEDICARE TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA) OPTIONS

Where an employer employs more than 20 people, the Tax Equity And Fiscal Responsibility Act of 1982 (TEFRA) allows covered employees in active service who are age 65 or older and their covered spouses who are eligible for Medicare to choose one of the following options.

OPTION 1 - The benefits of their group health plan will be payable first and the benefits of Medicare will be payable second.

OPTION 2 - Medicare benefits only. The employee and his or her dependents, if any, will not be insured by the group health plan.

The employer must provide each covered employee and each covered spouse with the choice to elect one of these options at least one month before the covered employee or the insured spouse becomes age 65. All new covered employees and newly covered spouses age 65 or older must be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for an employee or dependent that is under age 65.

Under TEFRA regulations, there are two categories of persons eligible for Medicare. The calculation and payment of benefits by the group health plan differs for each category.

Category 1 Medicare eligibles are:

- Covered employees in active service who are age 65 or older who choose Option 1;
- Age 65 or older covered spouses; and
- Age 65 or older covered spouses of employees in active service who are either under age 65 or age 70 or older;

Category 2 Medicare eligibles are any other covered persons entitled to Medicare, whether or not they enrolled. This category includes, but is not limited to:

- Retired employees and their spouses; or
- Covered dependents of a covered employee, other than his or her spouse.

Calculation and Payment of Benefits

For covered persons in Category 1, benefits are payable by the policy without regard to any benefits payable by Medicare. Medicare will then determine its benefits.

For covered persons in Category 2, Medicare benefits are payable before any benefits are payable by the policy. The benefits of the policy will then be reduced by the full amount of all Medicare benefits the covered person is entitled to receive, whether or not the eligible individual is actually enrolled for Medicare Benefits.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If an employee is granted a leave of absence (Leave) by the employer as required by the Federal Family and Medical Leave Act, s/he may continue to be covered under the plan for the duration of the Leave under the same conditions as other employees who are currently employed and covered by the plan. If the employee chooses to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date the employee returns to work immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if the employee had been continuously covered.

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

Continuation of Benefits
Effective October 13, 1994, federal law requires health plans offer to continue coverage for employees that are absent due to service in the uniformed services and/or dependents.

Eligibility
An employee is eligible for continuation under USERRA if he or she is absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, or commissioned corps of the Public Health Service. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training and for the purpose of an examination to determine fitness for duty.

An employee's dependents that have coverage under the plan immediately prior to the date of the employee's covered absence are eligible to elect continuation under USERRA.

If continuation of Plan coverage is elected under USERRA, the employee or dependent is responsible for payment of the applicable cost of coverage. If the employee is absent for not longer than 31 days, the cost will be the amount the employee would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under the plan. This includes the employee's share and any portion previously paid by the employer.

Duration of Coverage

Of elected, continuation coverage under USERRA will continue until the earlier of:

1. Twenty-four months beginning the first day of absence from employment due to service in the uniformed services; or

2. The day after the employee fails to apply for a return to employment as required by USERRA, after the completion of a period of service.

Under federal law, the period coverage available under USERRA shall run concurrently with the COBRA period available to an employee and/or eligible dependent.

Other Information
Employees should contact their employer with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the employer of any changes in marital status, or change of address.

YOUR RIGHTS UNDER ERISA

Under the Employee Retirement Income Security Act of 1974 (ERISA), all plan participants covered by ERISA are entitled to certain rights and protections, as described below. Notwithstanding anything in the group health plan or group insurance policy, following are a covered person's minimum rights under ERISA. ERISA requirements do not apply to plans maintained by governmental agencies or churches.

Information About the Plan and Benefits

Plan participants may:

1. Examine, free of charge, all documents governing the plan. These documents are available in the plan administrator's office.
2. Obtain, at a reasonable charge, copies of documents governing the plan, including a copy of any updated summary plan description and a copy of the latest annual report for the plan (Form 5500), if any, by writing to the plan administrator.
3. Obtain, at a reasonable charge, a copy of the latest annual report (Form 5500) for the plan, if any, by writing to the plan administrator.

As a plan participant, you will receive a summary of any material changes made in the plan within 210 days after the end of the plan year in which the changes are made unless the change is a material reduction in covered services or benefits, in which case you will receive a summary of the material reduction within 60 days after the date of its adoption.

If the plan is required to file a summary annual financial report, you will receive a copy from the plan administrator.

Responsibilities of Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. These people, called 'fiduciaries" of the plan, have a duty to act prudently and in the interest of plan participants and beneficiaries.

No one, including an employer, may discharge or otherwise discriminate against a plan participant in any way to prevent the participant from obtaining a benefit to which the participant is otherwise entitled under the plan or from exercising ERISA rights.

Continue Group Health Plan Coverage

Participants may be eligible to continue health care coverage for themselves, their spouse or dependents if there is a loss of coverage under the group health plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the COBRA notice in this document regarding the rules governing COBRA continuation coverage rights.

Claims Determinations

If a claim for a plan benefit is denied or disregarded, in whole or in part, participants have the right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial within certain time schedules.

Enforce Your Rights

Under ERISA, there are steps participants may take to enforce the above rights. For instance, if a participant requests a copy of plan documents does not receive them within 30 days, the participant may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $ 110 a day until the participant receives the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If a claim for benefits is denied or disregarded, in whole or in part, the participant may file suit in a state or Federal court. In addition, if the participant disagrees with the plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, the participant may file suit in Federal court. If plan fiduciaries misuse the plan's money, or if participants are discriminated against for asserting their rights, they may seek assistance from the U.S. Department of Labor, or may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If the participant is successful, the court may order the person sued to pay costs and fees. If the participant loses, the court may order the participant to pay the costs and fees.

Assistance with Questions

Contact the group health plan human resources department or the plan administrator with questions about the plan. Contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210 with questions about ERISA rights. Call the publications hotline of the Employee Benefits Security Administration to obtain publications about ERISA rights.

PRIVACY AND CONFIDENTIALITY STATEMENT

We understand the importance of keeping your personal and health information private (PHI). PHI includes both medical information and individually identifiable information, such as your name, address, telephone number or social security number. We are required by applicable federal and state law to maintain the privacy of your PHI.

Under both law and our policies, we have a responsibility to protect the privacy of your PHI. We:

- Protect your privacy by limiting who may see your PHI;
- Limit how we may use or disclose your PHI;
- Inform you of our legal duties with respect to your PHI;
- Explain our privacy policies; and
- Strictly adhere to the policies currently in effect.

We reserve the right to change our privacy practices at any time, as allowed by applicable law, rules and regulations. We reserve the right to make changes in our privacy practices for all PHI that we maintain, including information we created or received before we made the changes. When we make a significant change in our privacy practices, we will send notice to our health plan subscribers. For more information about our privacy practices, please contact us.

As a covered person, we may use and disclose you PHI, without your consent/authorization, in the following ways:

Treatment: we may disclose your PHI to a health care practitioner, a hospital or other entity which asks for it in order for you to receive medical treatment.

Payment: we may use and disclose your PHI to pay claims for covered services provided to you by health care practitioners, hospitals or other entities.

We may use and disclose your PHI to conduct other health care operations activities.

It has always been our goal to ensure the protection and integrity of your personal and health information. Therefore, we will notify you of any potential situations where your identification would be used for reasons other than treatment, payment and health plan operations.

Important!

At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, ethnicity, marital status, religion, or language. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:
  Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618
  If you need help filing a grievance, call the number on your ID card or if you use a **TTY**, call **711**.
- You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through their Complaint Portal, available at **https://ocrportal.hhs.gov/ocr/portal/lobby.jsf**, or at **U.S. Department of Health and Human Services**, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, **800-368-1019**, **800-537-7697 (TDD)**. Complaint forms are available at **https://www.hhs.gov/ocr/office/file/index.html**.
- **California residents:** You may also call California Department of Insurance toll-free hotline number: **800-927-HELP (4357)**, to file a grievance.

Auxiliary aids and services, free of charge, are available to you. Call the number on your ID card (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

Language assistance services, free of charge, are available to you. Call the number on your ID card (TTY: 711)

ATTENTION: If you do not speak English, language assistance services, free of charge, are available to you. Call the number on your ID card **(TTY: 711)**... ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al número que figura en su tarjeta de identificación **(TTY: 711)**... 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電會員卡上的電話號碼 **(TTY: 711)**... CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số điện thoại ghi trên thẻ ID của quý vị **(TTY: 711)**... 주의 : 한국어를 사용하시는 경우 , 언어 지원 서비스를 무료로 이용하실 수 있습니다 . ID 카드에 적혀 있는 번호로 전화해 주십시오 **(TTY: 711)**... PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tawagan ang numero na nasa iyong ID card **(TTY: 711)**... ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Наберите номер, указанный на вашей карточке-удостоверении **(телетайп: 711)**... ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele nimewo ki sou kat idantite manm ou **(TTY: 711)**... ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le numéro figurant sur votre carte de membre **(ATS: 711)**...UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Proszę zadzwonić pod numer podany na karcie identyfikacyjnej **(TTY: 711)**... ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para o número presente em seu cartão de identificação **(TTY: 711)**... ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero che appare sulla tessera identificativa **(TTY: 711)**... ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Wählen Sie die Nummer, die sich auf Ihrer Versicherungskarte befindet **(TTY: 711)**... 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。お手持ちの ID カードに記載されている電話番号までご連絡ください **(TTY: 711)**...

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با شماره تلفن روی کارت شناسایی تان تماس بگیرید **(TTY: 711)**...

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, námboo ninaaltsoos yézhí, bee néé ho'dólzin bikáá'ígíí bee hólne' **(TTY: 711)**...

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم الهاتف الموجود على بطاقة الهوية الخاصة بك **(TTY: 711)**.

GCHK42UEN_0721