



1016575

02/01/2011

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF**

**ARTSPACE CHARTER SCHOOL**

**ALL MEMBERS**

**Group Voluntary Dental Expense Insurance**

**Print Date: 02/16/2011**

This page left blank intentionally

## **PRINCIPAL LIFE INSURANCE COMPANY**

Your insurance has been designed to provide financial help for you when a covered loss occurs. This plan has chosen benefits provided by a Group Policy issued by Us, Principal Life Insurance Company. To the extent that benefits are provided by that Group Policy, the administration and payment of claims will be done by Us as an insurer.

Members rights and benefits are determined by the provisions of the Group Policy. This booklet briefly describes those rights and benefits. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

The effective date of your insurance is as shown on your enrollment card.

**THIS BOOKLET REPLACES ANY PRIOR BOOKLET THAT YOU MAY HAVE RECEIVED.** If you have any questions about this new booklet, please contact your employer. In the event of future plan changes, you will be provided with a new booklet-certificate or a booklet-certificate rider.

If you have an electronic booklet, paper copies of this booklet-certificate are also available. Please contact your Employer if you would like to request a paper copy.

**PLEASE READ YOUR BOOKLET CAREFULLY.** We suggest that you start with a review of the terms listed in the DEFINITIONS Section (at the back of the booklet). The meanings of these terms will help you understand the insurance.

The group insurance policy and your coverage under the Group Policy may be discontinued or altered by the Policyholder or Us at any time without your consent.

We reserve complete discretion to construe or interpret the provisions of the group insurance, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. Our decisions in such matters will be controlling, binding, and final as between Us and persons insured by this group insurance, subject to the Claim Procedures shown on page GH 1116 of this booklet.

*Current Dental Terminology*® American Dental Association. All rights reserved.

The insurance provided in this booklet is subject to the laws of the state of NORTH CAROLINA.

### **Important Cancellation Information**

Please Read The Provisions Entitled "Termination," Found on Page GH 1103.

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0001

## TABLE OF CONTENTS

<b>SUMMARY OF BENEFITS</b>	GH 1102
<b>HOW TO BE INSURED</b>	
Members	GH 1103
Dependents	GH 1104
<b>COBRA CONTINUATION</b>	GH 1105 B
<b>FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)</b>	GH 1105 C
<b>UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)</b>	GH 1105 D
<b>DESCRIPTION OF BENEFITS</b>	
Dental Expense Insurance	GH 1106
Benefit Provisions	GH 1107
Limitations	GH 1108
Schedule of Dental Procedures - Unit 1	GH 1109
Schedule of Dental Procedures - Unit 2	GH 1110
Schedule of Dental Procedures - Unit 3	GH 1111
Extended Benefits (after termination of insurance)	GH 1114
<b>COORDINATION WITH OTHER BENEFITS</b>	
Dental Expense Insurance	GH 1115
<b>CLAIM PROCEDURES</b>	GH 1116
<b>STATEMENT OF RIGHTS</b>	GH 150
<b>DEFINITIONS</b>	GH 1117

**SUMMARY OF BENEFITS**  
**(effective February 1, 2011)**

**DENTAL EXPENSE INSURANCE**

This section highlights the benefits provided under this insurance. The purpose is to give you quick access to the information you will most often want to review. **Please read the other sections of this booklet for a more detailed explanation of benefits and any limitations or restrictions that might apply.**

If you or one of your Dependents receive dental Treatment or Service listed under the Schedule of Dental Procedures, Scheduled Benefits then in force will be payable. Scheduled Benefits are based on your class and the status of your Dependents:

<b>Class</b>	<b>Scheduled Benefit</b>
Members and their Dependents	All benefits for Covered Charges under Dental Care Units 1, 2, and 3 .

However, benefits for Covered Charges under Dental Care Units 2 and 3 will be limited if you or if any of your Dependents become insured under the Benefit Waiting Period provision described on page GH 1107.

**Dental Care Units**

The type of Treatment or Service covered under each of the Dental Care Units is:

Preventive Procedures	Unit 1
Basic Procedures	Unit 2
Major Procedures	Unit 3

**Benefits Payable**

Covered Charges will be the actual cost charged to you or your Dependent for Treatment or Service for the listed procedures shown in the SCHEDULE OF DENTAL PROCEDURES Section but only to the extent that the actual cost charged does not exceed Prevailing Charges.

Dental benefits payable for Treatment or Services received will be:

- Dental Care Unit 1  
100% of Covered Charges each Calendar Year up to the Dental Maximum Payment Limit.
- Dental Care Unit 2  
80% of Covered Charges each Calendar Year in excess of the Deductible Amount up to the Dental Maximum Payment Limit.
- Dental Care Unit 3  
50% of Covered Charges each Calendar Year in excess of the Deductible Amount, up to the Dental Maximum Payment Limit.

**Deductible Amount(s)**

The individual Deductible Amount for you and for each of your Dependents each Calendar Year will be:

- none for Covered Charges under Dental Care Unit 1; and
- \$50 of Covered Charges under Dental Care Units 2 and 3 (in combination) each Calendar Year.

Charges are applied to the Deductible Amount in the order in which they are incurred. However, if Covered Charges are incurred for Units 2 and 3 on the same date, the charges will be applied to the Deductible Amount in the following order:

- first, to Unit 2 charges; and
- then, to Unit 3 charges.

In place of individual Deductibles, a family maximum Deductible may be applied. When this family maximum is satisfied for a Calendar Year, Dental benefits will be payable as if the individual Deductibles had been satisfied for each person in your family. The family maximum Deductible each Calendar Year will be:

- none for Covered Charges under Dental Care Unit 1; and
- a combined family total of \$150 of Covered Charges under Dental Care Units 2 and 3 (in combination) each Calendar Year (but not counting more than \$50 for any one person in your family).

### **Maximum Payment Limit**

The Dental Maximum Payment Limits for you and for each of your Dependents will be:

- Dental Care Units 1, 2, and 3 \$1,000 each Calendar Year.

For Dental Care Unit(s) 1, 2 and 3, at the end of each Calendar Year, if you or your Dependent have:

- received at least one procedure performed during that Calendar Year; and
- used \$500 or less of benefits during the Calendar Year;

the balance of any unused benefits or any difference between paid claims and up to 50% of \$500 for each insured person will carry-over ("roll-over") into the next Calendar Year. These benefits will be combined with the Maximum Payment Limit for the current Calendar Year and will be payable at the same level up to a maximum amount of \$1,000. In the event that an insured person does not receive at least one procedure in any year, any current or previous amount carried over for that insured person would be forfeited.

This carry-over provision does not apply:

- during the first Calendar Year for any individual having an initial coverage effective date in October, November or December; or
- until all waiting periods have been satisfied.

### **Benefit Advice**

A benefit consulting service is available for you and your Dependents to provide information about the best use of your dental benefits. Examples of information you may find helpful include:

- general information on types of services offered by various dental care providers; and
- specific information such as benefits available for a particular dental procedure.

Call Our toll-free number (see your ID card or your employer for the number to call) if you wish to discuss dental benefits with Our benefit consultants.

You may contact Us to request a copy of the following:

- A copy of the booklet-certificate.
- Reasons for denial of a requested treatment.

## HOW TO BE INSURED - MEMBERS

### DENTAL EXPENSE INSURANCE

#### Eligibility

To be eligible for insurance you must be a Member.

**Member** means any PERSON who is a Full-Time Employee of the Policyholder.

If you are a Member on February 1, 2011, you will be eligible on that date.

If you are not a Member until later, you will be eligible on the first of the Insurance Month coinciding with or next following the date you begin Active Work.

If you elect to waive insurance under the Group Policy because you are covered under group dental expense coverage or coverages provided by your Dependent's employer, the date such coverage terminates because your Dependent is no longer eligible under his/her employer's coverage will be considered the date you are eligible to request insurance as described in this section.

#### Effective Dates - Actively at Work

If you are not Actively at Work on the date your insurance would otherwise be effective, your insurance will not be in force until the day you return to Active Work.

This Actively at Work requirement will be waived for you if:

- you are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- you were Actively at Work on your last scheduled work day before the date of your absence; and
- you were capable of Active Work on the day before the scheduled effective date of your insurance or change in your insurance, whichever is applicable.

#### Individual Incontestability and Eligibility

All statements made by any person insured (you or one of your Dependents) will be representations and not warranties. These statements may not be used to contest the insured person's insurance unless:

- the insurance has been in force for less than two years during the insured person's lifetime; and
- the statement is in Written form Signed by the insured person; and
- a copy of the form which contains the statement is given to the insured person or the insured person's beneficiary at the time insurance is contested.

However, the above will not preclude the assertion at any time of defenses based upon the person's not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a person's age is misstated, We may, at any time, adjust premiums and benefits to reflect the correct age.

We may at any time terminate a person's eligibility under the Group Policy:

- in Writing and with 31-day notice, if the individual submits any claim that he or she knew contains false or fraudulent elements under state or federal law; or



- in Writing and with 31-day notice, upon finding in a civil or criminal case that an individual has submitted claims that he or she knew contain false or fraudulent elements under state or federal law; or
- in Writing and with 31-day notice, when an individual has submitted a claim which, in good faith judgment and investigation, an individual knew contains false or fraudulent elements under state or federal law.

**Effective Date**

You must request insurance in a form approved by Us. The requested insurance will become effective on:

- the first of the Insurance Month coinciding with or next following the date you are eligible, if the request is made on or before that date; or
- the first of the Insurance Month coinciding with or next following the date you are eligible, if you make your request within 31 days after the date you are eligible; or
- the later of: (1) the date all other insurance under your plan is effective for you; or (2) the first of the Insurance Month coinciding with or next following the date of your request, if you make your request more than 31 days after the date you are eligible.

If request for insurance is made more than 31 days after the date an individual is eligible but during a Annual Enrollment Period or Special Enrollment Period described below, insurance for such individual will become effective as described below under "Annual Enrollment Period" or "Special Enrollment Period".

If request for insurance is made more than 31 days after the date an individual is eligible but as a result of a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN), insurance for such individual will become effective as described below.

However, if you are not Actively at Work on the date insurance would otherwise be effective, your insurance will not be in force until the date you return to Active Work.

In addition, your Dental Expense Insurance will be subject to the Benefit-Waiting Period provisions described on page GH 1107.

**Annual Enrollment Period**

An Annual Enrollment Period will be available for any Member or Dependent who failed to enroll:

- during the first period in which he or she was eligible to enroll, or during any subsequent Special Enrollment Period as described below; or
- during any previous Annual Enrollment Period.

For any Member or Dependent not previously insured under the Group Policy, the Benefit Waiting Period provisions described on GH 1107 do not apply during the Annual Enrollment Period.

To qualify for enrollment during the Annual Enrollment Period, you or your Dependent:

- must meet the eligibility requirements described in the Group Policy, including satisfaction of any applicable waiting period; and
- may not be covered under an alternate dental expense coverage offered by the Policyholder, unless the Annual Enrollment Period happens to coincide with a separate open enrollment period established for coverage election.

The Annual Enrollment Period is generally the one-month period immediately prior to the Policy Anniversary date or another period of time requested by the Policyholder and approved by Us. The Annual Enrollment Period is the period

from December 1 through December 31.

The effective date for any qualified individual requesting insurance during the Annual Enrollment Period will be on January 1 following completion of the Annual Enrollment Period provided contribution has been received for the requested insurance.

**Court Ordered Coverage Under a Court Order, Administrative Order or a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN): Benefit Waiting Period provisions as described on page GH 1107 will not apply to you or your Dependent Child if:**

- you are enrolled (or eligible to be enrolled but have failed to enroll during a previous enrollment period); and
- you failed to enroll your Dependent Child during a previous enrollment period; and
- you are required by a court order, administrative order or a QMCSO or NMSN as defined by applicable federal law and state insurance laws to provide dental coverage to your Dependent Child.

The request for enrollment:

- may be made at any time after the issue date of the court order, administrative order or the QMCSO or NMSN; and
- will apply only to you and/or your Dependent Child(ren) listed in the court order, administrative order or the QMCSO or NMSN.

The effective date for your or your Dependent Child's insurance:

- will be the first of the Insurance Month coinciding with or next following the date of the request for enrollment; and
- will not be subject to the Actively at Work provisions described in this section.

A request for enrollment for any Dependent not listed in the court order, administrative order or the QMCSO or NMSN will be subject to the regular effective date provisions of the Group Policy.

A copy of the procedures governing qualified medical child support orders (QMCSO) can be obtained from the plan administrator without charge.

### **Special Enrollment Period**

A Special Enrollment Period, as described below, will be available for you or your Dependent if enrollment is made after the first period in which you or your Dependent are eligible to enroll.

The Special Enrollment Periods are:

- Loss of Other Coverage: A Special Enrollment Period will apply to you or your Dependent if all of the following conditions are met:
  - (i) the individual was covered under another group dental expense coverage at the time of his or her initial eligibility, and declined enrollment solely due to the other coverage; and
  - (ii) the other coverage terminated due to loss of eligibility (including loss due to divorce or legal separation, death, termination of employment or reduction in work hours, or if the other coverage was under a COBRA or state continuation provision, due to exhaustion of the continuation); and
  - (iii) request for enrollment is made within 31 days after the other coverage terminates.

The effective date of insurance will be the first of the Insurance Month coinciding with or next following

the date of the request for enrollment provided contribution has been received for the requested insurance.

NOTE: For the purpose of (ii) above:

"Loss of eligibility" does not include:

- (i) a loss due to failure of the individual to pay premiums on a timely basis or termination of insurance for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the dental expense coverage); or
  - (ii) a loss due to a spouse's voluntary termination of his or her dental expense coverage; or
  - (iii) a loss due to a spouse's voluntary termination of his or her Dependent dental expense coverage.
- Newly Acquired Dependents: A Special Enrollment Period will apply to you or your Dependent if:
- (i) you are enrolled (or are eligible to be enrolled but have failed to enroll during a previous enrollment period); and
  - (ii) a person becomes your Dependent through marriage, birth, adoption or Placement for Adoption or placement in the foster home; and
  - (iii) request for enrollment is made within 31 days after the date of the marriage, birth, adoption or Placement for Adoption or placement in the foster home, or the date Dependent Dental Expense Insurance is available to the Member under the Group Policy, if the request is made on or before the event or within 31 days after the event.

The 31-day requirement for a request for enrollment due to birth, adoption, Placement for Adoption or placement in the foster home is waived if no additional premium is required to add coverage for such child.

The effective date of your or your Dependent's insurance will be:

- (i) in the event of marriage, the date of such marriage; or
- (ii) in the event of a Dependent Child's birth, the date of such birth; or
- (iii) in the event of a Dependent Child's adoption or Placement for Adoption, the date of such adoption or Placement for Adoption, whichever is earlier; or
- (iv) in the event of a foster child, the date of placement in the foster home.

During a Special Enrollment Period, your Dental Expense Insurance will not be subject to the Benefit Waiting Period provisions described on GH 1107.

### **Effective Date for Benefit Changes**

A change in your Scheduled Benefit amount because of a change in your status (insurance class) will normally be effective on the first of the Insurance Month coinciding with or next following the date of the change in status.

A change in your Scheduled Benefit amount because of a change in benefits provided under the Group Policy will normally be effective on the first of the Insurance Month coinciding with or next following the date of the change.

However, if you are not Actively at Work on the date the change would otherwise be effective, the change will not be in force until the day you return to Active Work.

### **Termination**

Unless continued as provided below or on GH 1105 B, GH 1105 C, and GH 1105 D, your insurance under the Group Policy will cease on the earliest of:

- the date the Group Policy terminates; or
- the end of the Insurance Month in which the last contribution is made for your insurance; or

- the end of any Insurance Month desired, if requested by you before that date; or
- the end of the Insurance Month in which you cease to belong to a class for which insurance is provided; or
- the end of the Insurance Month in which you cease to be a Member; or
- the end of the Insurance Month in which you cease Active Work.

**Continuation**

If you cease Active Work because of sickness or injury, you may be eligible for limited continuation of insurance until the earlier of the date you recover or the date insurance would otherwise terminate as described above.

If you cease Active Work because of layoff or leave of absence, insurance may be continued on a limited basis.

In addition, by paying the required contribution, if any, your insurance may be continued under the continuation provisions described on GH 1105 B, GH 1105 C, and GH 1105 D.

If you are interested in continuing your insurance beyond the date it would normally terminate, you should consult with the Policyholder before your insurance terminates.

## HOW TO BE INSURED - DEPENDENTS

### DENTAL EXPENSE INSURANCE

#### Eligibility

You will be eligible for insurance for your Dependents on the later of:

- the date you are eligible for Member insurance; or
- the date you first acquire a Dependent.

If your Dependent is employed and is covered under group dental expense coverage or coverages provided by your Dependent's employer, the date such coverage is terminated because your Dependent is no longer eligible under his/her employer's coverage will be considered the date you first acquire that Dependent (and any other Dependent who was also covered under such group coverage or coverages).

You may elect to waive insurance for your Dependent Child until 31 days after the child's third birthday. If request for insurance is more than 31 days after your Dependent Child's third birthday, benefits will be subject to the Benefit Waiting Period provisions described on page GH 1107.

#### Effective Date

Dependent insurance is available only with respect to Dependents of Members currently insured for Member insurance. If a Member is eligible for Dependent insurance, such insurance for your Dependents will become effective under the same terms (including application of Benefit-Waiting Period provisions) as described earlier for Member insurance, except:

- A Dependent acquired after your Dependent insurance is already in force will be insured on the date acquired.
- The Actively at Work requirement does not apply to your Dependents.

#### Automatic Insurance for Newborns, Newly Adopted Children and Foster Children

If, while your Member Dental Expense Insurance is in force, you acquire a Dependent Child less than 31 days of age or a newly adopted child or foster child, that child will be automatically insured for dental benefits on the date the child becomes a Dependent Child whether or not you have applied for Dependent insurance.

If you are already insured for Dependent insurance, no further application is required to continue the child's insurance. If you are not already insured for Dependent insurance, you must apply (and pay any required contribution) before the date the child attains 31 days of age or for a newly adopted child or foster child, within 31 days after the date of placement in the home, in order to continue the child's insurance beyond that date.

#### Individual Incontestability and Eligibility

Your Dependents will be subject to the Individual Incontestability and Eligibility as described earlier for Member insurance.

#### Termination

Unless continued as provided below or on GH 1105 B, GH 1105 C, and GH 1105 D, insurance for all of your Dependents will terminate on the earlier of:

- the end of the Insurance Month in which you cease to belong to a class for which Dependent Insurance is provided; or

- the date Dependent insurance is removed from the Group Policy; or
- the date your Member insurance ceases.

Insurance for any one Dependent will terminate on the last day of the Insurance Month in which he or she ceases to be your Dependent. However, a spouse who no longer resides with the Member will not cease to be a Dependent until legally separated or divorced, provided the spouse otherwise continues to be a Dependent.

However, Dental Expense Insurance will be continued beyond the maximum age for a Dependent Child who is incapable of self-support because of a Developmental Disability or Physical Handicap and is dependent on you for primary support. You must apply for this continuation within 31 days after the child reaches the maximum age.

### **Continuation**

In addition, under certain conditions, your Dependent's Dental Expense Insurance may be continued after the date it would normally terminate. See the continuation provisions described on page GH 1105 B, GH 1105 C, and GH 1105 D.

## COBRA CONTINUATION

### **Federal Required Continuation - Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) applies to any employer (except the federal government and religious organizations) that: (a) maintains group health coverage; and (b) normally employed 20 or more employees on a typical business day during the preceding Calendar Year. For this purpose, "employee" means full-time employees and full-time equivalent for part-time employees.

Where applicable, COBRA requires that your group health insurance allow qualified persons (described below) to continue group health coverage after it would normally end. The term "group health coverage" includes any medical, dental, vision care, and prescription drugs coverages that are part of your insurance.

#### **A. Qualified Persons/Qualifying Events**

Continuation of group dental coverage must be offered to the following persons if they would otherwise lose that coverage as a result of the following qualifying events:

(1) a Member (and any covered Dependents) following the Member's:

- (i) termination of employment for a reason other than gross misconduct; or
- (ii) a reduction in work hours.

Reduction in work hours includes, but is not limited to, leave of absence, layoff, continuation due to sickness or injury, or when applicable, retirement.

(Note: Taking a family or medical leave under the Federal Family & Medical Leave Act (FMLA) is not a qualifying event under COBRA. A Member has a qualifying event when the Member does not return to work after the end of FMLA leave); and

- (2) a Member's former spouse (and any Dependent Children) following a divorce or legal separation from the Member; and
- (3) a Member's surviving spouse (and any Dependent Children), following the Member's death; and
- (4) a Member's Dependent Child following loss of status as a Dependent under the terms of the Group Policy (e.g., attaining the maximum age, marriage, joining the Armed Forces, etc.); and
- (5) a Member's spouse (and any Dependent Children) following the Member's entitlement to Medicare; and
- (6) a Member's Dependent Child who is born to or placed for adoption with the Member who is on COBRA continuation due to termination of employment or reduction in work hours; and
- (7) if the Group Policy covers retired Members, a retired Member and his/her Dependents (or surviving Dependents) when retiree dental benefits are "substantially eliminated" or terminated within one year before or after the employer files Chapter 11 (United States Code) bankruptcy proceedings.

#### **B. Maximum Continuation Period**

Following a qualifying event, dental coverage can continue up to the maximum continuation period. The maximum continuation period for a Member (and any Dependents) following a termination of employment or reduction in work hours is 18 months from the date of the qualifying event. The maximum continuation period for a Member's Dependent Child that is born to or placed for adoption with the Member while on COBRA continuation will extend to the end of the Member's maximum continuation period.

Following a termination of employment or reduction in work hours, a qualified person may request an 11-month extension of COBRA continuation. The maximum COBRA continuation will be 29 months from the date of the qualifying event (see Disabled Extension, Section D).

When a Member becomes entitled to Medicare before employment terminates or work hours are reduced, the maximum continuation period for the Dependents will be the longer of:

- (1) 36 months dating back to the Member's entitlement to Medicare; or
- (2) 18 months from the date of the qualifying event (termination of employment or reduction in work hours).

The maximum continuation period for qualified Dependents following a qualifying event described in A (2) through A (5) is 36 months from the date of the qualifying event.

If the Group Policy covers retired Members and the qualifying event is the employer's bankruptcy filing, the following rules apply:

- (1) If the retired Member is alive on the date of the qualifying event, the retired Member and his or her spouse and Dependent Children may continue coverage for the life of the retired Member. In addition, if the retired Member dies while covered under COBRA, the spouse or Dependent Children may continue coverage for an additional 36 months.
- (2) If the retired Member is not alive on the date of the qualifying event, his or her spouse may continue coverage to the date of his or her death.

#### **C. Second Qualifying Events**

If during an 18-month continuation period (or, 29 months for qualified persons on the disabled extension), a second qualifying event described in A (2) through A (5) occurs, the maximum continuation period may be extended for the qualified Dependents up to 36 months. That is, following a second qualifying event, qualified Dependents may continue for up to a maximum of 36 months dating from the Member's termination of employment or reduction in work hours. The extension is only available if the second qualifying event described in A (2) through A (5), absent the first qualifying event, would result in a loss of coverage for Dependents under the Group Policy. A Member's Dependent Child who is born to or placed for adoption with the Member who is on COBRA continuation may also be eligible for a second qualifying event that occurred prior to birth or placement for adoption.

#### **D. Disabled Extension**

Following a termination of employment or reduction in work hours, a qualified person (Member or Dependent) who has been determined disabled by the Social Security Administration either before or within 60 days after the qualifying event may request an extension of the continued coverage from 18 months to 29 months. A Member's Dependent Child who is born to or placed for adoption with the Member who is on COBRA continuation must be determined disabled by the Social Security Administration within 60 days after the date of birth or placement for adoption. The disabled extension also applies to each qualified person (the disabled person and any family members) who is not disabled and who is on COBRA continuation as a result of termination of employment or reduction in work hours.

The 11-month extension for all qualified persons will end the earlier of (a) 30 days following the date the disabled person is no longer determined by Social Security to be disabled, or (b) the date continuation would normally end as outlined in Section E below.

#### **E. Termination of Continued Coverage**

Continued coverage ends the earliest of the following:

- (1) the date the maximum continuation period ends; or



- (2) the date the qualified person enrolls in Medicare; however, this does not apply to a person who is already enrolled in Medicare on the date he or she elects COBRA or to a person who is on COBRA due to the employer's bankruptcy filing as described in A (7); or
- (3) the end of the last coverage period for which payment was made if payment is not made prior to the expiration of the grace period. (See Grace Period, Section I.); or
- (4) the date the Group Policy is terminated (and not replaced by another group dental plan); or
- (5) the date the qualified person becomes covered by and has satisfied the preexisting exclusion provision of another group dental plan; however, this does not apply to a person who is already covered by the other group dental plan on the date he or she elects COBRA.

Note: Persons who, after the date of COBRA continuation election, become entitled to Medicare or become covered under another group dental plan and have satisfied the preexisting exclusion provision, are not eligible for continued coverage. However, if the Group Policy covers retired Members, continued coverage for retired persons and their Dependents (or surviving Dependents) due to qualifying event A (7) above may not be terminated due to Medicare coverage.

#### **F. Employer/Plan Administrator Notification Requirement**

When a Member or Dependent has a qualifying event due to termination of employment, reduction in work hours, death of the Member, the Member's entitlement to Medicare, or if the Group Policy covers retired Members, the commencement of the employer's Chapter 11 (United States Code) bankruptcy proceedings, the employer must notify the plan administrator within 30 days of the date of the qualifying event. The plan administrator must notify the qualified person of the right to COBRA continuation within 14 days after receiving notice of a qualifying event from the employer.

#### **G. Qualified Person Notice and Election Requirement**

Qualified persons must notify the plan administrator within 60 days after (a) the date of a qualifying event (i.e., divorce, legal separation, or a child ceases to be a Dependent Child under the terms of the Group Policy); (b) the date the qualified person would otherwise lose coverage as a result of a qualifying event; or (c) the date the qualified person is first informed of this notice obligation; otherwise the right to COBRA continuation ends. This 60-day notice period applies to initial and second qualifying events.

Qualified persons who request an extension of COBRA due to disability must submit a Written request to the plan administrator before the 18-month COBRA continuation period ends and within 60 days after the latest of the following dates: (a) the date of disability determination by the Social Security Administration; (b) the date of the qualifying event; (c) the date the qualified person would otherwise lose coverage as a result of a qualifying event; or (d) the date the qualified person is first informed of this notice obligation; otherwise the right to the disabled extension ends. Qualified persons must also notify the plan administrator within 30 days after the date the Social Security Administration determines the qualified person is no longer disabled.

Notification of a qualifying event to the plan administrator must be in Writing and must include the following information: (a) name and identification number of the Member and each qualified beneficiary; (b) type and date of initial or second qualifying event; (c) if the notice is for an extension due to disability, a copy of any letters from the Social Security Administration and the Notice of Determination; and (d) the name, address and daytime phone number of the qualified person (or legal representative) that the plan administrator may contact if additional information is needed to determine COBRA rights.

Within 14 days after receiving notice of a qualified event from the qualified person, the plan administrator must provide the qualified person with an election notice.

Qualified persons must make Written election within 60 days after the later of: (a) the date group health coverage would normally end; or (b) the date of the plan administrator's election notice. The election notice must be returned to the plan administrator within this 60-day period; otherwise the right to elect COBRA continuation ends.

Each qualified person has an independent right to elect COBRA. A covered Member may elect COBRA continuation on behalf of his/her covered spouse. A covered Member, parent, or legal guardian may elect COBRA continuation on behalf of his/her covered Dependent Children.

To protect COBRA rights, the plan administrator must be informed of any address changes for covered Members and Dependents. Retain copies of any notices sent to the plan administrator.

**H. Monthly Cost**

Persons electing continued coverage can be required to pay 102% of the cost for the applicable coverage (COBRA permits the inclusion of a 2% billing fee). Persons who qualify for the disabled extension and are not part of the family unit that includes the disabled person can be required to continue to pay 102% of the cost for the applicable coverage during the disability extension. Persons who qualify for the disabled extension and are part of the family unit that includes the disabled person can be required to pay 148% of the cost for the applicable coverage (plus a 2% billing fee) for the 19th through the 29th month of coverage (or through the 36th month if a second qualifying event occurs during the disabled extension).

**I. Grace Period**

Qualified persons have 45 days after the initial election to remit the first payment. The first payment must include all payments due when sent. All other payments (except for the first payment) will be timely if made within the Grace Period. "Grace Period" means the first 31-day period following a premium due date. Except for the first payment, a Grace Period of 31 days will be allowed for payment of premium. Continued coverage will remain in effect during the Grace Period provided payment is made prior to the expiration of the Grace Period. If payment is not made prior to the expiration of the Grace Period, continued coverage will terminate at the end of the last coverage period for which payment was made.

**J. Policy Changes**

Continued coverage will be subject to the same benefits and rate changes as the Group Policy.

**K. Newly Acquired Dependents**

A qualified person may elect coverage for a Dependent acquired during COBRA continuation. All enrollment and notification requirements that apply to Dependents of active Members apply to Dependents acquired by qualified persons during COBRA continuation.

Coverage for a newly acquired Dependent will end on the same dates as described for qualified persons in Section B above. Exception: Coverage for newly acquired Dependents, other than the Member's Dependent Child who is born to or placed for adoption with the Member, will not be extended as a result of a second qualifying event.

**L. Contact Information**

To notify the plan administrator of an initial or second qualifying event, request a disabled extension, request termination of COBRA, change of address, or request additional information concerning the Group Policy or COBRA, contact the following:

Group Dental Plan:	ARTSPACE CHARTER SCHOOL Dental Plan
Contact Name/Area:	ARTSPACE CHARTER SCHOOL Benefits Department
Address:	2030 US HIGHWAY 70 SWANNANOVA NC 28778
Phone Number:	828-298-2787

## FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

### Continuation

Federal law requires that Eligible Employees be provided a continuation period in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA).

This is a general summary of the FMLA and how it affects the Group Policy. See your employer for details on this continuation provision.

### FMLA and Other Continuation Provisions

If your employer is an Eligible Employer and if the continuation portion of the FMLA applies to your coverage, these FMLA continuation provisions:

- are in addition to any other continuation provisions of the Group Policy, if any; and
- will run concurrently with any other continuation provisions of the Group Policy for sickness, injury, layoff, or approved leave of absence, if any.

### Eligible Employer

Eligible Employer means any employer who is engaged in commerce or in any industry or activity affecting commerce who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding Calendar Year.

### Eligible Employee

Eligible Employee means an employee who has worked for the Eligible Employer:

- for at least 12 months; and
- for at least 1,250 hours during the year preceding the start of the leave; and
- at a worksite where the Eligible Employer employs at least 50 employees within a 75-mile radius.

For this purpose, "employs" has the meaning provided by the Federal Family and Medical Leave Act (FMLA).

### Mandated Unpaid Leave

Eligible Employers are required to allow 12 workweeks of unpaid leave during any 12-month period to Eligible Employees for one or more of the following reasons:

- the birth of a child of an Eligible Employee and in order to care for the child;
- the placement of a child with the Eligible Employee for adoption or foster care;
- to care (physical or psychological care) for the spouse, child, or parent of the Eligible Employee, if they have a "serious health condition";
- a "serious health condition" that makes the Eligible Employee unable to perform the functions of his or her job; or
- because of a "qualifying exigency" arising out of a spouse, son, daughter or parent on active duty or having been notified of a call to active duty.

Eligible Employers are required to allow up to a total of 26 workweeks of unpaid leave during any 12 month period to eligible employees to care for a "covered service member" with a "serious injury or illness".

### **Reinstatement**

An Eligible Employee's terminated coverage may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work requirements of the Group Policy.

See your employer for details on this reinstatement provision.

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

Federal law requires that if your insurance would otherwise end because you enter into active military duty or inactive military duty for training, you may elect to continue insurance (including Dependents insurance) in accordance with the provisions of Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

### Continuation

If Active Work ends because you enter active military duty, insurance may be continued until the earliest of:

- for you and your Dependents:
  - the date the Group Policy is terminated; or
  - the end of the premium period for which premium is paid if you fail to make timely payment of a required premium; or
  - the date 24 months after the date you enter active military duty; or
  - the date after the day in which you fail to return to Active Work or apply for reemployment with the Policyholder.
- for your Dependents:
  - the date Dependent Dental Expense Insurance would otherwise cease as provided on GH 1104; or
  - the end of any Insurance Month desired, if requested by you before that date.

The continuation provision will be in addition to any other continuation provisions described in the Group Policy for sickness, injury, layoff, or approved leave of absence, if any.

### Reinstatement

For Dental Expense Insurance, the reinstatement time period may be extended for an approved leave of absence taken in accordance with the provisions of the federal law regarding USERRA. The Actively at Work provision, described in the Group Policy, will not apply to the reinstated insurance.

This is a general summary of the USERRA and how it affects your Group Policy. See your employer for details on this continuation provision.

## **DESCRIPTION OF BENEFITS**

### **DENTAL EXPENSE INSURANCE (PAYMENT PROVISIONS)**

#### **Benefit Qualification**

To qualify for payment of the benefits provided by your plan for an insured class, you and your Dependents must:

- be insured in that class on the date dental Treatment or Service is received; and
- satisfy the requirements listed in the CLAIM PROCEDURES Section.

#### **Benefits Payable**

Benefits payable will be as described in this section, subject to:

- all listed limitations; and
- the terms and conditions of COORDINATION WITH OTHER BENEFITS.

## DENTAL EXPENSE INSURANCE

### BENEFIT PROVISIONS

#### Payment Conditions

If you or one of your Dependents receive any Treatment or Service that is listed in the Schedule of Dental Procedures, We will pay Dental benefits for Covered Charges:

- in excess of the Deductible Amount(s); and
- at the payment percentage(s) indicated; and
- to the Maximum Payment Limits;

as described in the SUMMARY OF BENEFITS Section.

#### **Benefit Waiting Period (for when you request insurance more than 31 days after (1) the date eligible; or (2) the date you elect to terminate insurance)**

Other than during an Annual Enrollment Period or Special Enrollment Period or coverage required under a court order or administrative order or a QMCSO or NMSN as described on GH 1103, if you request insurance for you or your Dependent more than 31 days after the date the person is eligible, or you elect to terminate insurance and more than 31 days later request to be insured again, benefits payable under the Group Policy will be limited as follows:

- During the first 12 months, benefits will be payable only for Dental Care Unit 1 (Preventive Procedures) Covered Charges; and
- During the second 12 months, benefits will be payable only for Dental Care Unit 1 (Preventive Procedures) Covered Charges and Dental Care Unit 2 (Basic Procedures) Covered Charges.

After insurance has been in force for 24 consecutive months, benefits will be payable for charges incurred for Covered Charges under Dental Care Units 1, 2, and 3.

These Benefit Waiting Period provisions will not apply to Covered Charges incurred for an Accidental Injury that results from an accident that occurred on or after your or your Dependent's insurance became effective.

The premium rate charged for insurance under this Benefit Waiting Period provision will be the same as if benefits were not limited.

#### Covered Charges

Covered Charges will be the actual cost charged to you or your Dependent for Treatment or Service for the listed procedures shown in the SCHEDULE OF DENTAL PROCEDURES Section but only to the extent that the actual cost charged does not exceed Prevailing Charges. Also:

- if We determine that more than one procedure could be performed to correct a dental condition, Covered Charges will be limited to the Prevailing Charge for the least expensive of the procedures that would provide professionally acceptable results; and
- Covered Charges will include only those charges for Treatment or Service that begin (see below) while you and your Dependents are insured under the Group Policy; and
- Covered Charges will include only those charges for Treatment or Service that is completed while you and

your Dependents are insured under the Group Policy (except when the Treatment or Service is covered under the Extended Benefits provision).

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

Treatment or service will be considered to begin:

- for root canal therapy, on the date the pulp chamber is opened, and the pulp canal explored to the apex; and
- for crowns, fixed bridgework, inlays or onlay restoration, on the date the tooth or teeth are fully prepared; and
- for complete or partial dentures, on the date the master impression is made; and
- for all other, on the date the Treatment or Service is performed.

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

Treatment or Service will be considered to be completed:

- for root canal therapy, on the date the tooth is sealed; and
- for crowns, on the date the crown is seated; and
- for fixed bridgework, on the date the bridge is seated; and
- for inlay or onlay restorations, on the date the inlay or onlay is seated; and
- for complete or partial dentures, on the date the complete or partial denture is seated.



## DENTAL EXPENSE INSURANCE - LIMITATIONS

### Limitations

Covered Charges will not include and no benefits will be paid for:

- Treatment or Service that is not a Covered Charge; or
- the services of any person who is not a Dentist or Dental Hygienist; or
- any part of a charge for Treatment or Service that exceeds Prevailing Charges; or
- the services of any person who is in an insured person's Immediate Family; or
- implants; or
- Treatment or Service that does not meet professionally recognized standards of quality; or
- veneers, anterior 3/4 cast crowns, personalization of dentures or crowns (or any other Treatment or Service that is primarily cosmetic); or
- drugs, medicines, or therapeutic drug injections; or
- instructions for plaque control, oral hygiene, or diet; or
- bite registration or occlusal analysis; or
- Treatment or Service to alter or maintain vertical dimension or restore or maintain occlusion; or
- Treatment or Service to duplicate or replace a lost or stolen prosthetic device or to duplicate or replace a lost or stolen appliance; or
- Orthodontic Treatment or Service; or
- Treatment or Service for provisional or permanent splinting; or
- Treatment or Service for which you or your Dependent have no financial liability or that would be provided at no charge or at a different charge in the absence of insurance; or
- Treatment or Service that is temporary; or
- Treatment or Service that is paid for or furnished by the United States Government or one of its agencies (except as required under Medicaid provisions or Federal law); or
- Treatment or Service that results from:
  - an injury arising out of or in the course of any employment for wage or profit if you or your Dependent are eligible to be paid under a Workers' Compensation Act according to a final adjudication of a claim or an order of the North Carolina Industrial Commission approving a settlement agreement; except that this limitation will not apply to: partners, proprietors, or corporate officers who are not covered by a Workers' Compensation Act or other similar law; or
  - a sickness paid by a Workers' Compensation Act according to a final adjudication of a claim or an order of the North Carolina Industrial Commission approving a settlement agreement; or

- Treatment or Service that results from war or act of war; or
- Treatment or Service that results from participation in criminal activities; or
- Treatment or Service provided outside the United States, unless you or your Dependent are outside the United States for one of the following reasons:
  - travel, provided the travel is for a reason other than securing dental care diagnosis or treatment; or
  - a business assignment, provided you or your Dependent are temporarily outside the United States; or
  - Full-Time Student status, provided the student is either:
    - enrolled and attending an accredited school in a foreign country; or
    - is participating in an academic program in a foreign country, for which the institution of higher learning at which the student is enrolled in the U.S. grants academic credit; or
  - Mormon missionary work of a Dependent Child; or
- Treatment or Service replacing tooth structure lost from abrasion, attrition, erosion, or abfraction; or
- Treatment or Service which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years; or
- Treatment or Service that is an Experimental or Investigational Measure. (The denial of any claim on the basis of the exclusion of coverage for experimental or investigational Treatment or Service may be appealed through the procedure described in the notice of that claim decision); or
- Treatment or Service that is paid by a Medicare Supplement Insurance Plan; or
- charges by an anesthesiologist for services that were performed in facilities other than a dental office; or
- emergency room charges or outpatient facility charges (including but not limited to hospital outpatient facility charges); or
- Treatment or Service for patient management (including but not limited to nitrous oxide and analgesia), local anesthetic and general anesthesia and IV sedation, except as otherwise provided in the Group Policy; or
- Occlusal guards; or
- charges that are billed incorrectly or separately for Treatment or Services that are an integral part of another billed Treatment or Service as determined by Us.

## SCHEDULE OF DENTAL PROCEDURES - UNIT 1

Unless We agree otherwise, Covered Charges will include only charges for procedures listed in this section. If a non-listed procedure is accepted, We will determine its maximum allowance based on the Prevailing Charges for a listed procedure of comparable nature.

### Dental Care Unit 1 - Preventive Procedures

Subject to the terms and conditions described under Payment Conditions on GH 1107, Covered Charges will be the actual cost charged to you or your Dependent for Treatment or Service for the listed procedures described in this section but only to the extent that the actual cost charged does not exceed Prevailing Charges.

### Dental Procedure

#### Examinations

Only two of the below listed procedures will be covered in any Calendar Year.

Oral examination (evaluation)

Periodic examination (evaluation)

Office visit

#### Second Opinion

Benefits will be payable for a Second Opinion obtained with respect to a recommended Treatment or Service at 100% of Second Opinion Consultation Charges, subject to Prevailing Charges.

Note: Obtaining a confirming Second Opinion does not guarantee payment of the Treatment or Service. All other terms, provisions, conditions, limitations, and exclusions of the Group Policy remain in full force and effect with respect to benefits.

#### Radiographs

##### Full Mouth Survey

Complete series (including bitewings)

Panoramic

Only one of the listed full mouth surveys will be covered in any 60 consecutive month period.

##### Bitewing

Only one set will be covered in any Calendar Year.

##### Occlusal

Only two films will be covered in any Calendar Year.

##### Periapical

Only four films will be covered in any Calendar Year.

## Extraoral X-Rays

Sialography  
Cephalometric film  
Posterior-anterior or lateral skull and facial bone survey

Only two of the listed extraoral procedures will be covered in any 12 consecutive month period.

Diagnostic x-rays performed in conjunction with root canal therapy or orthodontic treatment will not be considered Unit 1 Covered Charges.

## Preventive Services

### Prophylaxis (cleaning of teeth)

Limited to one dental prophylaxis in any six consecutive month period. Prophylaxis includes both routine cleaning and periodontal cleaning/maintenance procedures. The periodontal prophylaxis is paid under Unit 2. However, the service applies to the one prophylaxis limit.

### Topical application of fluoride

Applicable only to Dependent Children under the age of 16. Only one application(s) will be covered in any Calendar Year.

### Topical application of sealants

Applicable only to first and second permanent molars for Dependent Children under age 16. Covered once each tooth in any 36 consecutive month period.

## Other Services

### Harmful Habit Appliance

Limited to one time per person under age 16.

### Space maintainers

Applicable only to Dependent Children under age 16. Repairs to space maintainers are not covered. Limited to one bilateral space maintainer per arch or one unilateral space maintainer per quadrant.

## SCHEDULE OF DENTAL PROCEDURES - UNIT 2

Unless We agree otherwise, Covered Charges will include only charges for procedures listed in this section. If a non-listed procedure is accepted, We will determine its maximum allowance based on the Prevailing Charges for a listed procedure of comparable nature.

### Dental Care Unit 2 - Basic Procedures

Subject to the terms and conditions described under Payment Conditions on GH 1107, Covered Charges will be the actual cost charged to you or your Dependent for Treatment or Service for the listed procedures described in this section but only to the extent that the actual cost charged does not exceed Prevailing Charges.

### Dental Procedure

#### Restorations

Fillings (amalgam, silicate, plastic, or composite)

##### Anterior

Mesial-lingual, distal-lingual, mesial-buccal, and distal buccal restorations on anterior teeth will be considered single surface restorations.

##### Posterior

If multiple posterior restorations involving multiple surfaces with at least one common surface are reported, an allowance will be made for a single restoration reflecting the number of different surfaces.

Multiple restorations provided on the same day, on the same surface of a posterior tooth without involvement of a second surface will be processed as a single surface restoration.

##### Replacement

Replacement of existing fillings are covered only if at least 24 consecutive months have passed since placement of prior fillings, unless required by new decay in an additional tooth surface.

Benefits for composite restorations on molar teeth will be based on the benefits for the corresponding amalgam restorations.

##### Stainless Steel Crown

##### Prefabricated Resin Crown

For Dependent Children under the age of 19, only one of the listed crowns will be covered in any 24 consecutive month period. If a stainless steel or Prefabricated Resin Crown is used for an adult in lieu of a permanent crown, all replacement restrictions will be as listed for permanent crowns on GH 1111. If a permanent crown replaces a crown listed in this section at a later date but before replacement restrictions allow, all new charges will be reduced by those already paid.

### Periodontic Services

Periodontal Prophylaxis (includes probing, charting, polishing, scaling, root planing, and similar maintenance procedures).

Covered only if at least three months have elapsed after completion of covered active therapeutic scaling and root planing or covered active surgical periodontal treatment. Limited to one dental prophylaxis (routine cleaning or

periodontal cleaning/maintenance procedure) in any six consecutive month period.

Prophylaxis includes both routine cleaning and periodontal cleaning/maintenance procedures. The routine prophylaxis is paid under Unit 1. However, the service applies to the one prophylaxis limit.

### **Oral Surgery**

Simple extraction

Surgical removal of erupted tooth

Root removal - exposed roots

There will be no separate benefit payable for bone grafting of an extraction site.

Incision and drainage of dental abscess

Biopsy of soft tissue

### **Other Services**

Emergency Examination (evaluation)

Coverage for Emergency Examination is limited to the frequency limitation described under examination in Dental Care Unit 1.

Consultation with specialist

Covered once in any 12 consecutive month period. Covered as a separate procedure only if no other service (except x-rays) is provided during the visit.

Antibiotic drug injection

Office visit after regularly scheduled hours

Covered as a separate procedure only if no other service (except x-rays) is provided during the visit.

Palliative treatment

Covered as a separate procedure only if no other service (except x-rays) is provided during the visit.

## SCHEDULE OF DENTAL PROCEDURES - UNIT 3

Unless We agree otherwise, Covered Charges will include only charges for procedures listed in this section. If a non-listed procedure is accepted, We will determine its maximum allowance based on the Prevailing Charges for a listed procedure of comparable nature.

### Dental Care Unit 3 - Major Procedures

Subject to the terms and conditions described under Payment Conditions on GH 1107, Covered Charges will be the actual cost charged to you or your Dependent for Treatment or Service for the listed procedures described in this section but only to the extent that the actual cost charged does not exceed Prevailing Charges.

#### Dental Procedure

##### Endodontic Services

Vital pulpotomy

Covered for deciduous teeth only.

Root canal therapy including treatment plan, intra-operative x-rays, clinical procedures, and follow-up care. Retreatment of previous root canal therapy covered once per tooth per lifetime.

Apexification

Apicoectomy - Covered once per root per lifetime

Retrograde filling - Covered once per root per lifetime

Root amputation

Root resection

Hemisection

##### Periodontic Services

Scaling and root planing (each quadrant)

Covered once each quadrant in any 24 consecutive month period.

Note: If you or your Dependent are pregnant, diabetic or has heart disease, scaling and root planing will be paid at 100% and one additional routine cleaning or periodontal cleaning will be allowed.

Full Mouth Debridement

Covered once per lifetime. Only covered if no other service (other than x-rays) is provided during the visit.

##### Periodontal Surgical Procedures

Gingival flap procedure

Gingivectomy

Osseous surgery

Pedicle soft tissue graft

Free soft tissue graft

Subepithelial connective tissue graft

Distal or proximal wedge procedure

Crown lengthening

Only one of the listed periodontic surgical procedures is covered for each quadrant in any 36 consecutive month period.

### **Bone Replacement Graft**

Covered once per site per lifetime.

### **Other Oral Surgical Procedures**

Extraction of impacted teeth (soft tissue, partial bony, complete bony)  
Surgical root removal

There will be no separate benefit payable for bone grafting of an extraction site.

Alveoplasty  
Removal of exostosis  
Removal of palatal torus  
Removal of mandibular tori  
Frenectomy  
Transseptal fiberotomy  
Excision of hyperplastic tissue  
Surgical exposure of impacted or unerupted tooth  
Vestibuloplasty  
Removal of dental cysts and tumors

### **Anesthesia**

General anesthesia  
IV sedation

General anesthesia or IV sedation is payable for the following covered services when performed in the dental office. Benefits for anesthesia is limited to one hour unless complexity of service warrants extended time.

Removal of impacted teeth, removal of dental cysts and tumors, multiple restorative services for Dependent Children under the age of five, periodontal osseous surgery, bone grafting, surgical removal of four third molars on the same date of service.

### **Restorations**

Inlays and onlays

Inlay or onlay restorations are covered only if the tooth cannot be restored by a filling and (for replacements) at least 120 consecutive months have elapsed since the last placement.

For persons under 16 years of age, the benefit for inlay is limited to amalgam or resin filling.

For persons under 16 years of age, the benefit for onlay is limited to resin or stainless steel crowns.

The date the inlay or onlay is cemented in the mouth will be used in determining benefits payable.

Crowns (single restorations only)

Resin (laboratory)  
Resin with nonprecious metal  
Resin with semiprecious metal  
Resin with gold  
Porcelain



Porcelain with nonprecious metal  
Porcelain with semiprecious metal  
Porcelain with gold  
Porcelain (3/4 posterior cast)  
Gold (3/4 posterior cast)  
Gold (full cast)  
Nonprecious metal (full cast)  
Semiprecious metal (full cast)

Crowns are covered only if the tooth cannot be restored by a filling and (for replacements) at least 120 consecutive months have elapsed since the last placement. Crowns for the primary purpose of splinting, altering, or maintaining vertical dimension, or restoring occlusion are not covered. Crowns for the replacement of inlay or onlay or bridge abutment are covered only if at least 120 consecutive months have elapsed since the last placement of the restoration. Crowning of implant replacing a tooth missing prior to the effective date is not covered. For persons under 16 years of age, the benefit for crowns on vital teeth is limited to prefabricated resin or stainless steel crowns. Crowning of implant replacing a pontic will not be covered unless at least 120 consecutive months have elapsed since placement of the pontic. The date the crown is cemented in the mouth will be used in determining benefits payable.

#### Cast post and core

Covered only for teeth that have had root canal therapy. Covered once per tooth per 120 consecutive months. There will be no separate benefit payable for cast post and core if restorative procedure is not covered under this plan.

#### Core Buildup

Covered only when required for retention and preservation of the tooth. There will be no separate benefit payable for core buildup if restorative procedure is not covered under this plan.

Covered once per tooth per 120 consecutive month period.

### **Prosthodontics, Fixed**

#### Fixed bridges - initial placement or replacement

Coverage for bridges limited to persons over age 16.

Initial placement of fixed bridges to replace teeth which were missing prior to the effective date of the insured person's coverage will not be covered unless it includes the replacement of a Functioning Natural Tooth extracted while the person is insured under the Group Policy (provided that tooth was not an abutment to an existing partial denture that is less than 60 months old). In that event, benefits are payable only for the replacement of those teeth which were extracted while insured under the Group Policy.

Benefits for the replacement of an existing fixed bridge are payable only if the existing bridge is more than 120 consecutive months old and is not serviceable and cannot be repaired.

The date bridgework is cemented in the mouth will be used in determining benefits payable.

### **Prosthodontics, Removable**

#### Complete or partial dentures - initial placement or replacement

Initial placement of complete or partial dentures to replace teeth which were missing prior to the effective date of the insured person's coverage will not be covered unless it includes the replacement of a Functioning Natural Tooth extracted while insured under the Group Policy. In that event, benefits are payable only for the replacement of those teeth which were extracted while insured under the Group Policy.

Benefits for the replacement of an existing complete or partial denture are payable only if the existing denture is more than 60 consecutive months old and is not serviceable and cannot be repaired.

Covered Charges for complete or partial dentures do not include any additional charges for over-dentures or for precision or semi-precision attachments.

### **Other Services**

#### Recementing

- Inlay
- Onlay
- Crown
- Bridgework

Covered only if done more than 12 months after initial insertion of inlay, onlay, crown, or bridge, and than not more than one time in any 24 consecutive month period.

#### Repairs to complete or partial denture, bridge, or crown

Covered only if repair is done more than 12 months after initial insertion of the denture, bridge, or crown, and then not more than one time in any 24 consecutive month period.

#### Relining or rebasing complete or partial dentures

Covered only if relining or rebasing is done more than 12 months after initial insertion of the denture and then not more than one time in any 24 consecutive month period.

#### Tissue Conditioning

Covered only if at least 12 months have elapsed since the insertion of a complete or partial denture and not more than once in any 24 consecutive month period.

#### Denture Adjustment

Covered once in any 12 consecutive month period and then only if at least 12 months have elapsed since the insertion of the denture.

## DENTAL EXPENSE INSURANCE

### EXTENDED BENEFITS (after termination of insurance)

If Dental Expense Insurance under the Group Policy ceases and if you or your Dependents qualify, We will pay for:

- root canal therapy, but only if the pulp chamber was opened and the pulp canal explored to the apex while you or a Dependent were insured under the Group Policy; and
- crowns, bridges, inlays, or onlay restorations, but only if the tooth or teeth were fully prepared while you or a Dependent were insured under the Group Policy; and
- complete or partial dentures, but only if the master impression was made while you or a Dependent were insured under the Group Policy;

provided the Treatment or Service is received within 30 days after your insurance or a Dependent's insurance terminates.

You or a Dependent will qualify if:

- you or a Dependent would have qualified for benefit payment under the Group Policy had insurance remained in force; and
- the Treatment or Service began while you or a Dependent were insured under the Group Policy; and
- the Group Policy is in force at the time Treatment or Service is received.

However, no extended benefits will be paid for Treatment or Service received on or after the date you or your Dependents become eligible for other group dental expense coverage, unless Written documentation is provided that Treatment or Service began while you or your Dependent were insured under the Group Policy and the preceding carrier will not provide coverage for the completed Treatment or Service.

## DENTAL EXPENSE INSURANCE

### COORDINATION WITH OTHER BENEFITS

#### Applicability

These Coordination of Other Benefits (COB) provisions apply to this Plan when you or one of your Dependents have dental care insurance under more than one Plan. "Plan" is defined below.

If the COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of this Plan are determined before or after those of another plan. The benefits of this Plan:

- will not be reduced when, under the order of benefit determination rules, this Plan determines its benefits before another plan; but
- may be reduced when, under the order of benefits determination rules, another plan determines its benefits first.

Benefits paid under all other Plans plus the sum of benefits paid under the Group Policy will not exceed the lesser of the financial liability of the Member or Dependent or Our Prevailing Charge for a Treatment or Service.

#### Definitions

"Plan" is any of these which provides benefits or services for, or because of, medical or dental care or treatment provided under:

- any insured group, service, prepayment, group practice or individual practice or other program arranged through an employer, trustee, union, or association; and
- any governmental plan or program required or provided by state or Federal law (including Medicare Parts A and B).

The term Plan will not include benefits provided under a student accident type policy, blanket policy, franchise individual policy, automobile and homeowner policy, nor will the term Plan include benefits provided under a state medical assistance program where eligibility is based on financial need or any plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.

"Primary Plan/Secondary Plan." The order of benefit determination rules determine whether this Plan is a "Primary Plan" or a "Secondary Plan" when compared to another Plan covering the person.

When this Plan is Primary, its benefits are determined before those of any other Plan and without considering any other Plan's benefits. When this Plan is Secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits.

"Allowable Expense." A dental care service or expense, including Deductibles, coinsurance, and Copayments, if any, that is covered at least in part by any of the Plans covering the person for whom benefits are claimed. When a Plan provides benefits in the form of services (for example a DHMO), the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense or service that is not covered by any of the plans is not an allowable expense. The following are examples of expenses or services that are not allowable expenses.

- If a person is covered by two or more Plans that compute their benefits payments on the basis of usual and customary fees, any amount in excess of the highest of the usual and customary fees for a specific benefit is not an Allowable Expense.
- The amount a benefit is reduced by the Primary Plan because a covered person does not comply with the

Plan provisions. Example of this provision is preferred provider arrangements.

"Claim Determination Period" means the part of a Calendar Year during which you or a Dependent would receive benefit payments under this Plan if this section were not in force.

### **Effect on Benefits**

Benefits otherwise payable under this Plan for Allowable Expenses during a Claim Determination Period may be reduced if:

- benefits are payable under any other Plan for the same Allowable Expenses; and
- the rules listed below provide that benefits payable under the other Plan are to be determined before the benefits payable under this Plan.

The reduction will be the amount needed to provide that the sum of payments under this Plan plus benefits payable under the other Plan(s) is not more than the total of Allowable Expenses.

For this purpose:

- benefits payable under other Plans will include the benefits that would have been paid had claim been made for them;
- for any person covered by Medicare Part A, benefits payable will include benefits provided by Medicare Part B whether or not the person is covered under that Part B.

### **Order of Benefit Determination**

**General.** Except as described below under Medicare Exception, the benefits payable of a Plan that does not have a coordination of benefits provision similar to the provision described in this section will be determined before the benefits payable of a Plan that does have such a provision. In all other instances, the order of determination will be:

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

- Nondependent/Dependent. The Plan which covers the person as an employee, Member, or subscriber (that is, other than a Dependent) are determined before those of the Plan which covers the person as a Dependent. Exception: If the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  - secondary to the Plan covering the person as a Dependent; and
  - primary to the Plan covering the person as other than a Dependent (e.g., a retired employee), then the benefits of the Plan covering the person as a Dependent are determined before those of the Plan covering that person as other than a Dependent.
- Dependent Child--Parents Not Separated or Divorced. If a Dependent Child is covered by both parents' Plans, the Plan of the parent whose birthday falls earlier in the Calendar Year will be determined before those of the Plan of the parent whose birthday falls later in that year. But, if both parents have the same birthday or if the other Plan does not have a birthday rule, and as a result the Plans do not agree on the order of benefits, the benefits of the Plan which covered a parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

- Dependent Child--Separated or Divorced Parents. If a Dependent Child of legally separated or divorced

parents is covered under two or more Plans, benefits for the Dependent Child are determined in this order:

- first, the Plan of the parent with custody of the child;
- then, the Plan of the spouse of the parent with custody of the child; and
- finally, the Plan of the parent not having custody of the child.

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

- Joint Custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the Dependent Child, the Plans covering the Dependent Child shall follow the order of benefit determination rules for Dependent Children of parents who are not separated or divorced.
- Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid-off nor retired are determined before those of a Plan which covers that person as a laid-off or retired employee. The same would hold true if a person is a Dependent of a person covered as a retiree and an employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule will not apply.
- Continuation of Coverage. If a person for whom coverage is provided under a right of continuation according to Federal or state law is also covered under another Plan, the following will be the order of benefit determination:
  - first, the benefits of a Plan covering the person as an employee, Member, or subscriber (or as that person's Dependent);
  - second, the benefits under the continuation coverage.

If the other Plan does not have the rule described above, and if, as a result, the Plans do not agree on the order of benefits, this rule will not apply.

- Longer/Shorter Length of Coverage. If none of the above rules determine the order of benefits, the benefits of the Plan which covered an employee, Member, or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

### **Medicare Exception**

Unless otherwise required by Federal law, benefits payable under Medicare will be determined before the benefits payable under the Group Policy.

Federal law will usually apply in such instances if:

- the benefits are applicable to an active (rather than a retired) Member or to that Member's spouse; and
- the Member's employer has 20 or more employees.

### **How COB Works**

**Example 1:** The natural father is insured as a Member under this Plan. Company A covers the natural mother. Company B covers the stepfather. The natural mother has custody of the child and the divorce decree does not establish financial responsibility for dental care expenses.

The following order of benefits would apply to the child:

1. Company A would be Primary (mother's carrier).
2. Company B would be Secondary (stepfather's carrier).
3. We would then determine the benefits payable, if any, under this Plan.

**Example 2A:** Mrs. Smith has filed a claim for \$600 with both Company A and Company B. Company A insures Mrs. Smith as an employee under a plan which pays 80% of Covered Charges after a \$50 Calendar Year deductible is satisfied. Company B insures her as a dependent spouse under a plan.

Both plans have a COB provision, therefore, Company A would pay first since it insures Mrs. Smith as an employee. Since Company A pays first, it calculates benefits in full as though duplicate coverage did not exist.

<u>Company A</u>		
Billed Charges	\$	600
Not Covered By Primary Carrier	\$	<u>- 20</u> (oral hygiene instructions)
Total Covered Charges	\$	580
Less Deductible	\$	<u>- 50</u>
Benefits Payable (\$530 x 80% = \$424)	\$	424

Once Company A has determined and paid its benefits, Mrs. Smith's claim is then considered by Company B. In calculating its benefit, Company B must include any expenses that would be allowable expenses under the Company A plan.

<u>Company B</u>		
Allowable Expenses	\$	580
Less Company A Benefits	\$	<u>-424</u>
Benefits Payable	\$	156

The Patient is responsible for \$20 which is not considered a covered expense under either policy.

**Example 2B:** The same rules apply in this example as they did in Example 2A. Mrs. Smith has filed an additional claim for \$800 with both Company A and Company B. Company A insures Mrs. Smith as an employee under a plan which pays 80% of Covered Charges after a \$50 Calendar Year deductible is satisfied. Company B insures her as a dependent spouse under a plan.

Both plans have a COB provision, therefore, Company A would pay first since it insures Mrs. Smith as an employee. Since Company A pays first, it calculates benefits according to their plans Covered Charges as though duplicate coverage did not exist.

<u>Company A</u>		
Billed Charges	\$	800
Not Covered By Primary Carrier	\$	<u>- 20</u> (oral hygiene instructions)
Total Covered Charges	\$	780
Less Deductible	\$	<u>- 50</u>
Benefits Payable (\$730 x 80% = \$584)	\$	584

Once Company A has determined and paid its benefits, Mrs. Smith's claim is then considered by Company B. In calculating its benefit, Company B must include any expenses that would be allowable expenses under the Company A plan.

<u>Company B</u>		
------------------	--	--

Allowable Expenses	\$	780
Less Company A Benefits	\$	<u>-584</u>
Benefits Payable By Company B	\$	196

The Patient is responsible for \$20 which is not considered a covered expense under either policy.



## CLAIM PROCEDURES

### Notice of Claim

Written notice of claim must be given to Us or an authorized agent of Ours within 20 calendar days after the date of loss. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### Claim Forms

Claim forms and other information needed to prove loss must be filed with Us in order to obtain payment of benefits. The Policyholder will provide forms to assist you in filing claims. If the forms are not provided within 15 calendar days after We receive such notice of claim, you will be considered to have complied with the requirements of the Group Policy regarding proof of loss upon submitting, within the time specified below for filing proof of loss, Written proof covering the occurrence, character, and extent of the loss. A civil penalty may be imposed by the Insurance commissioner if We do not acknowledge the claim within 30 days after receiving Written notice of such claim, but only if notice contains sufficient information for Us to identify the specific coverage involved.

### Proof of Loss

Completed claim forms and other information needed to prove loss should be filed promptly. Written proof of loss should be sent to Us within 180 days after the date of loss. For purposes of satisfying the claim processing requirements, receipt of claim will be considered to be met when We receive proof of loss. Proof of loss includes the patient's name, your name (if different from patient's name), provider of services, dates of service, diagnosis, description of Treatment or Service provided and extent of the loss. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. Your failure to comply with such request could result in declination of the claim. We may also require x-rays, dental charts, and other evidence needed to determine the dental condition treated and the services provided.

Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the date proof is otherwise required.

### Payment, Denial, and Review

The Employee Retirement Income Security Act (ERISA) permits up to 30 calendar days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, We will send a Written explanation prior to the expiration of the 30 calendar days. If we do not deny the claim and request additional information to complete the review, the claimant is then allowed up to 90 calendar days to provide all additional information requested. We will render a decision within 15 calendar days of either receiving the necessary information or upon the expiration of 90 calendar days if no additional information is received.

In actual practice, benefits under the Group Policy may be payable sooner, provided We receive complete and proper proof of loss. If a claim is not payable or cannot be processed, We will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to Us within 180 calendar days of receipt of the notice of denial. We will make a full and fair review of the claim. We may require additional information to make the review. We will notify the claimant in Writing of the appeal decision within 60 calendar days of receiving the appeal request. The appeal review must be completed before filing a civil action or pursuing any other legal remedies.

For purposes of this section, "claimant" means you or your Dependent.

State Time Limits: Unless otherwise preempted by the Employee Retirement Income Security Act (ERISA), state time

limits will apply. State law requires that benefits payable under this Group Policy will be payable immediately after receipt of proof and subject to due proof of loss. Interest will start to accrue on the 31st day following receipt of Written notice of a claim that has not been paid.

### **Dental Treatment Plan**

We encourage the use of predeterminations to determine the extent of coverage for a proposed course of treatment. A Dental Treatment Plan may be filed with Us before treatment begins. Upon receipt of the Dental Treatment Plan, We will provide a Written response indicating the benefits that may be payable for the proposed treatment. We suggest predetermination of benefits for the following non-emergency types of treatments: inlays, onlays, single crowns, prosthetics, periodontics and oral surgery.

The filing of a Dental Treatment Plan is intended to help avoid any misunderstanding between you, the Dentist and Us as to how much will be paid for dental work. A Dental Treatment Plan is not a guarantee of what We will pay. It informs you and the Dentist, in advance, what We will pay for a covered dental service named in the Dental Treatment Plan. If We do not agree with a Dental Treatment Plan, We have the right to base payments on treatment suited to your condition by accepted standards of dental practice.

### **Facility of Payment**

We will normally pay all benefits to you. However, if the claimed benefits result from a Dependent's dental care, We may make payment to the Dependent. Also, in the special instances listed below, payment will be as indicated. All payments so made will discharge Us to the full extent of those payments.

- If payment amounts remain due upon your death, those amounts may, at Our option, be paid to your estate, spouse, child, or parent, or a provider of dental services.
- If We believe a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, We may pay any person who is related by blood or connection by marriage to the person who is otherwise entitled to receive the benefit, an amount up to \$3,000.

**Note:** When benefits under the Group Policy are payable for Treatment or Services received from a foreign provider, the claim must be filed in English and requested in American currency amounts. Such claims will be payable for Covered Charges for Treatment or Services but only to the extent that the actual cost charged does not exceed Prevailing Charges. Benefits will be paid directly to the Member. No assignments will be made to foreign providers.

### **Recoding of Procedures**

When a claim contains one or more procedure codes with the same date of service, We may review the claim to determine whether it contains, among other things, coding irregularities (including duplicative or combined codes), coding conflicts or coding errors. We will base such review on generally recognized and authoritative coding resources, including but not limited to: Current Dental Terminology (CDT).

If We determine, in Our own discretion, that the claim may be more appropriately coded using the same or different codes, the claim will be recoded and processed accordingly to determine the allowable amount and extent of benefits.

### **Dental Examinations**

We may have the person whose loss is the basis for dental claim examined by a Dentist. We will pay for these examinations and will choose the Dentist to perform them.

### **Legal Action**

Legal action for a claim may not be started earlier than 60 calendar days after proof of loss is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after proof is required to be filed.

**Time Limits**

All time limits listed in this section will be adjusted as required by law.

## STATEMENT OF RIGHTS

Federal law requires that this section be included in your booklet:

As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Continue Group Health Plan Coverage**

- Continue health care coverage for yourself, spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan or the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. See GH 451, if applicable, for further information concerning preexisting condition exclusions.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you 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 you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

## DEFINITIONS

Several words and phrases used to describe your plan are capitalized whenever they are used in this booklet. These words and phrases have special meanings as explained in this section.

**Accidental Injury** means an injury to the natural teeth that is caused by an accident. Not included is any injury that results from chewing.

**Active Work; Actively At Work** means the active performance of all of your normal job duties at the Policyholder's usual place or places of business.

**Benefit Waiting Period** means the period of time that must pass before an individual or a group is covered for specific benefits under the Group Policy. This benefit waiting period is further described on GH 1107.

**Calendar Year** means January 1 through December 31 of each year.

**Coinsurance** means a percentage of Covered Charges that must be paid by the insured person.

**Covered Charges** means a Treatment or Service is considered to be a Covered Charge if the Treatment or Service is prescribed by a Dentist and is determined by Us to be:

- necessary and appropriate;
- Generally Accepted.

**Deductible; Deductible Amount** means a specified dollar amount of Covered Charges that must be incurred by the insured person before benefits will be payable under the Group Policy for all or part of the remaining Covered Charges during the Calendar Year.

**Dental Hygienist** means a person who works under the supervision of a Dentist and is licensed to practice dental hygiene.

**Dental Treatment Plan** means the Dentist's report of proposed treatment which:

- is in Writing; and
- lists the procedures required for the Period of Dental Treatment; and
- shows the charges for each procedure; and
- is accompanied by any diagnostic materials that We might request.

**Dentist** means:

- a person licensed to practice dentistry; and
- a licensed Physician who provides dental Treatment or Service.

**Dependent** means:

- your spouse, if your spouse:
- is not in the Armed Forces of any country; and

- is not insured under the Group Policy as a Member.
- your Dependent Child (or Children) as defined below.

**Dependent Child; Dependent Children** means:

- Your natural or legally adopted child, if your child:
  - is not in the Armed Forces of any country; and
  - is not insured under the Group Policy as a Member; and
  - is less than 26 years of age.

A newly adopted child will be considered a Dependent Child from the date of Placement with you for the purpose of adoption or the date of adoption, whichever is earlier. The child will continue to be a Dependent Child unless the Placement is disrupted prior to legal adoption and the child is removed from Placement.

- Your stepchild if that child:
  - meets the requirements above; and
  - receives principal support from you.
- Your foster child, if that child:
  - is a minor over whom you and your spouse have been appointed guardian by the clerk of superior court of any county in North Carolina; and
  - is in the primary or sole custody of you or your spouse as assigned by order of a court of competent jurisdiction.

A foster child will be considered a Dependent Child from the date of placement in the foster home.

If a child qualifies above, and coverage is required by a court order or an administrative order for such child, the requirement that the child must receive principal support from you is waived.

Dependent Child will include any child covered under a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) as defined by applicable federal law and state insurance laws that are applicable to the Group Policy, provided the child meets the Group Policy's definition of a Dependent Child.

**Developmental Disability** means a Dependent Child's substantial handicap, as determined by Us, which:

- results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and
- is diagnosed by a Physician as a permanent or long term continuing condition.

**Emergency Treatment** means any Treatment or Service, as determined by Us, which is rendered as the direct result of an unforeseen occurrence or combination of circumstances which requires immediate, urgent action or remedy.

**Experimental or Investigational Measures** means any Treatment or Service, regardless of any claimed therapeutic value, not Generally Accepted by a specialist in that particular field of dentistry, as determined by Us.

**Full-Time Employee** means any non-seasonal person who is regularly scheduled to work for the Policyholder for at least 20 hours a week, but does not include a person who works on a part-time, temporary, or substitute basis. Work must be at the Policyholder's usual place or places of business or at another place to which an employee must travel to perform his or her regular duties.

An owner, proprietor, or partner of the Policyholder's business will be deemed to be an eligible employee for purposes of this Group Policy, provided he or she is regularly scheduled to work for the Policyholder for at least 20 hours a week and otherwise meets the definition of Full-Time Employee.

**Full-Time Student** means your Dependent Child attending a school that has a regular teaching staff, curriculum, and student body and who:

- attends school on a full-time basis, as determined by the school's criteria; and
- is dependent on you for principal support.

**Functioning Natural Tooth** means a Natural Tooth which is performing its normal role in the chewing process in the insured person's upper or lower arch and which is opposed in the person's other arch by another Natural Tooth or prosthetic (i.e. artificial) replacement.

**Generally Accepted** means Treatment or Service which is the subject of the claim that:

- has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed dental and scientific literature; and
- is in general use in the relevant dental community; and
- is not under scientific testing or research.

**Group Policy** means the policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members and Dependents.

**Harmful Habit Appliances** means appliances, either fixed or removable, used to train or remind a patient to avoid thumb sucking or tongue thrusting (does not include treatment for bruxism - clenching or grinding of the teeth).

**Immediate Family** means an insured person's spouse, natural or adoptive parent, natural or adoptive child, sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or spouse of grandparent or grandchild.

**Insurance Month** means calendar month.

**Lapse in Coverage** means any break in coverage during which a person is not covered under another group dental expense coverage, including but not limited to any Policyholder benefit waiting period. Continuation provided under COBRA or any state required continuation will not be considered a break in coverage.

**Member** means any PERSON who is a Full-Time Employee of the Policyholder.

**Natural Tooth** means any tooth or part of a tooth that is organic and formed by the natural development of the body (i.e. not manufactured).

**Orthodontic Treatment or Service** means any Treatment or Service for:

- straightening of teeth, formal, full-banded retention and treatment, including x-rays and other diagnostic procedures; and
- removable or fixed appliances for tooth or bony structure guidance or retention.

**Period of Dental Treatment** means all sessions of dental care that result from the same initial diagnosis and any related complications.

**Physical Handicap** means a Dependent Child's substantial physical or mental impairment, as determined by Us, which:



- results from injury, accident, congenital defect, or sickness; and
- is diagnosed by a Physician as a permanent or long-term dysfunction or malformation of the body.

**Physician** means a licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.).

**Placement for Adoption; Placement** means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of adopting the child. The child's placement with the person terminates upon the termination of such legal obligation.

**Policyholder** means ARTSPACE CHARTER SCHOOL.

**Prevailing Charges** means:

- As determined by Us, the amount that most dental care providers charge within a geographic cost area for Treatment or Service.
- For purposes of the insurance provided under the Group Policy, an actual charge for a Treatment or Service will be in excess of Prevailing Charges only if, as determined by Us, 90% or more of all other charges reported to Us for the same (or a similar) Treatment or Service provided within the same (or a comparable) cost area are lower in amount than the actual charge.

For purposes of Treatment or Service provided outside the United States, the Prevailing Charge will be calculated based on the Policyholder's United States address.

**Second Opinion** means an opportunity to obtain a clinical evaluation by a provider other than the provider originally making a recommendation for a proposed Treatment or Service to assess the clinical necessity and appropriateness of the proposed service.

**Second Opinion Consultation Charges** means Covered Charges for:

- consultation with a Second Opinion Physician to obtain a Second Opinion prior to a Treatment or Service for which a Second Opinion is recommended; and
- necessary diagnostic, x-ray or laboratory examinations performed in connection with such consultation.

**Second Opinion Physician** means a Physician or Dentist who is:

- an appropriate specialist for the particular Treatment or Service recommended; and
- not a partner or associate of the Physician or Dentist who recommended or will perform the Treatment or Service.

**Signed or Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by Us.

**Treatment or Service**, when used in this booklet, will be considered to mean "treatment, service, substance, material, or device."

**We, Us, and Our** means Principal Life Insurance Company, Des Moines, Iowa.

**Written or Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

## Notice of Privacy Practices for Personal Health Information

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

This Notice of Privacy Practices describes the practices of Principal Life Insurance Company for safeguarding individually identifiable personal health information. The terms of this Notice apply to members and dependents for their group medical expense, group dental expense and/or group vision care expense insurance. This Notice was effective April 14, 2003 and revisions to this Notice are effective December 7, 2009.

We are required by law to maintain the privacy of our members' and dependents' personal health information and to provide notice of our legal duties and privacy practices with respect to personal health information. We are required to abide by the terms of this Notice as long as it remains in effect. We reserve the right to change the terms of this Notice as necessary and to make the new Notice effective for all personal health information maintained by us. Copies of revised Notices will be mailed to plan sponsors for distribution to the members then covered by the plan. You have the right to request a paper copy of the Notice, although you may have originally requested a copy of the Notice electronically by e-mail.

### Uses and Disclosures of Your Personal Health Information

**Authorization.** Except as explained below, we will not use or disclose your personal health information for any purpose unless you have signed a form authorizing a use or disclosure. Unless we have taken any action in reliance on the authorization, you have the right to revoke an authorization if the request for revocation is in writing and sent to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, Des Moines, IA 50392-0302. A form to revoke an authorization can be obtained from the Health Information Protection Analyst.

**Disclosures for Treatment.** We may disclose your personal health information as necessary for your treatment. For instance, a doctor or healthcare facility involved in your care may request your personal health information in our possession to assist in your care.

**Uses and Disclosures for Payment.** We will use and disclose your personal health information as necessary for payment purposes. For instance, we may use your personal health information to process or pay claims, for subrogation, to perform a hospital admission review to determine whether services are for medically necessary care or to perform prospective reviews. We may also forward information to another insurer in order for it to process or pay claims on your behalf.

**Uses and Disclosures for Health Care Operations.** We will use and disclose your personal health information as necessary for health care operations. For instance, we may use or disclose your personal health information for quality assessment and quality improvement, credentialing health care providers, premium rating, conducting or arranging for medical review or compliance. We may also disclose your personal health information to another insurer, health care facility or health care provider for activities such as quality assurance or case management. We participate in an organized health care arrangement with your health plan. Your health plan may have its own privacy practices that are not reflected in this Notice. We may disclose your personal health information to your health plan for its health care operations. We may contact your health care providers concerning prescription drug or treatment alternatives.

**Other Health-Related Uses and Disclosures.** We may contact you to provide reminders for appointments; information about treatment alternatives; or other health-related programs, products or services that may be available to you.

**Information Received Pre-enrollment.** We may request and receive from you and your health care providers personal health information prior to your enrollment under the group policy. We will use this information to determine whether you are eligible to enroll under the policy and to determine the rates. We will not use or disclose any genetic information we obtain about you or provided from your family history. If you do not enroll, we will not use or disclose the information we obtained about you for any other purpose. Information provided on enrollment forms or applications will be utilized for all coverages being applied for, some of which may be protected by the state, not federal, privacy laws.

**Business Associate.** Certain aspects and components of our services are performed by outside people or organizations pursuant to agreements or contracts. It may be necessary for us to disclose your personal health information to these outside people or organizations that perform services on our behalf. We require them to appropriately safeguard the privacy of your personal health information.

**Plan Sponsor.** We may disclose your personal health information to the plan sponsor, provided that the plan sponsor certifies that the information will be maintained in a confidential manner and will not be utilized or disclosed for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor.

**Family, Friends and Personal Representatives.** With your approval, we may disclose to family members, close personal friends, or another person you identify, your personal health information relevant to their involvement with your care or paying for your care. If you are unavailable, incapacitated or involved in an emergency situation, and we determine that a limited disclosure is in your best interests, we may disclose your personal health information without your approval. We may also disclose your personal health information to public or private entities to assist in disaster relief efforts.

**Other Uses and Disclosures.** We are permitted or required by law to use or disclose your personal health information, without your authorization, in the following circumstances:

- For any purpose required by law;
- For public health activities (for example, reporting of disease, injury, birth, death or suspicion of child abuse or neglect);
- To a governmental authority if we believe an individual is a victim of abuse, neglect or domestic violence;
- For health oversight activities (for example, audits, inspections, licensure actions or civil, administrative or criminal proceedings or actions);
- For judicial or administrative proceedings (for example, pursuant to a court order, subpoena or discovery request);
- For law enforcement purposes (for example, reporting wounds or injuries or for identifying or locating suspects, witnesses or missing people);
- To coroners and funeral directors;
- For procurement, banking or transplantation of organ, eye or tissue donations;
- For certain research purposes;
- To avert a serious threat to health or safety under certain circumstances;
- For military activities if you are a member of the armed forces; for intelligence or national security issues; or about an inmate or an individual to a correctional institution or law enforcement official having custody; and
- For compliance with workers' compensation programs.

We will adhere to all state and federal laws or regulations that provide additional privacy protections. We will only use or disclose AIDS/HIV-related information, genetic testing information and information pertaining to your mental condition or any substance abuse problems as permitted by state and federal law or regulation.

### **Your Rights**

**Restrictions on Use and Disclosure of Your Personal Health Information.** You have the right to request restrictions on how we use or disclose your personal health information for treatment, payment or health care operations. You also have

the right to request restrictions on disclosures to family members or others who are involved in your care or the paying of your care. To request a restriction, you must send a written request to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302. A form to request a restriction can be obtained from the Health Information Protection Analyst. We are not required to agree to your request for a restriction. If your request for a restriction is granted, you will receive a written acknowledgement from us.

**Receiving Confidential Communications of Your Personal Health Information.** You have the right to request communications regarding your personal health information from us by alternative means (for example by fax) or at alternative locations. We will accommodate reasonable requests. To request a confidential communication, you must send a written request to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302. A form to request a confidential communication can be obtained from the Health Information Protection Analyst.

**Access to Your Personal Health Information.** You have the right to inspect and/or obtain a copy of your personal health information we maintain in your designated record set, with a couple of exceptions. To request access to your information, you must send a written request to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302. A form to request access to your personal health information can be obtained from the Health Information Protection Analyst. A fee will be charged for copying and postage.

**Amendment of Your Personal Health Information.** You have the right to request an amendment to your personal health information to correct inaccuracies. To request an amendment, you must send a written request to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302. A form to request an amendment to your personal health information can be obtained from the Health Information Protection Analyst. We are not required to grant the request in certain circumstances.

**Accounting of Disclosures of Your Personal Health Information.** You have the right to receive an accounting of certain disclosures made by us after April 14, 2003, of your personal health information. To request an accounting, you must send a written request to: Health Information Protection Analyst, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302. A form to request an accounting of your personal health information can be obtained from the Health Information Protection Analyst. The first accounting in any 12-month period will be free; however, a fee will be charged for any subsequent request for an accounting during that same time period.

**Complaints.** If you believe your privacy rights have been violated, you can send a written complaint to us at Grievance Coordinator, Group Compliance, Principal Life Insurance Company, 711 High Street, Des Moines, IA 50392-0302 or to the Secretary of the U.S. Department of Health and Human Services. There will be no retaliation for filing a complaint.

If you have any questions or need any assistance regarding this Notice or your privacy rights, you may contact the Group Call Center at Principal Life Insurance Company at (800) **843-1371**.

This page left blank intentionally

**Plan Arranged By**

**THE PIERCE GROUP BENEFITS LLC**

4928 LINKSLAND DR

HOLLY SPRINGS NC

27540-7455



**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002