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01/01/2024

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF**

**FIRST CHOICE ELECTRICAL AND  
SECURITY, LLC**

**MEMBERS ELECT DENTAL LOW PLAN**

**Group Dental Preferred Provider Organization (PPO) Insurance**

**Print Date: 12/27/2023**

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Summary Plan Description for Purposes of Employee Retirement Income Security Act (ERISA):

This booklet-certificate (including any supplement) may be utilized in part in meeting the Summary Plan Description requirements under ERISA for insured employees (or those listed on the front cover) of the Policyholder who are eligible for Group Dental insurance.

A separate booklet-certificate will be issued if necessary to cover one or more separate classes of the Policyholder who are eligible for Group coverage. For further information contact your plan administrator.

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Your insurance has been designed to provide financial help for you when a covered loss occurs. Your employer 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 changes to your coverage, 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.

This booklet describes all the benefits available under the Group Policy underwritten by Us. However, if you have elected to not accept any available benefits, those benefits described in this booklet will not apply to you.

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 have discretion to make an initial interpretation of the provisions of the Group Policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. This interpretation may be modified or reversed by a court of law or an administrative agency having appropriate jurisdiction.

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The insurance provided in this booklet is subject to the laws of the state of NEW JERSEY.

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0002

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**SUMMARY OF BENEFITS**  
**(effective January 1, 2024)**

**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 your 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:

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

**Preferred Provider Organization (PPO) Plan**

Your Policyholder participates in a Preferred Provider Organization (PPO) Plan administered by Us.

As you may know, Preferred Provider Organization (PPO) Plans are arrangements whereby Dentists are contracted to furnish, at negotiated costs, dental care for the employees and their Dependents of participating Policyholders.

It is expected that your Policyholder's participation in the PPO will result in significant savings of funds needed to maintain your insurance. These savings are to be passed on to you in the form of higher plan benefits payable for services received by you or a Dependent from Preferred Providers.

Please note that your Policyholder's participation in the PPO does not mean that your choice of provider will be restricted. You may still seek needed dental care from any Dentist you wish. However, in order to avoid higher charges and reduced benefit payments, you are urged to obtain such care from Preferred Providers whenever possible.

A current listing of the participating providers is available through an on-line Preferred Provider directory. By accessing the Principal Life Insurance Company website [www.principal.com](http://www.principal.com), you can review preferred provider directories for your PPO Network. Click on "Provider Directory," then "Search for a Dental Provider," then you can continue to follow the prompts to find your PPO network. If you do not have Internet access, you can request a paper copy of the provider directory for your PPO network from (800) 554-3392 for dental providers. Whether using the Internet or a paper directory, we recommend that you (1) verify your provider's participation in the network before seeking treatment and (2) confirm PPO participation with your provider when making your appointment.

**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**

Benefits payable for each insured person will be the percent of Covered Charges shown below, and will vary depending upon whether or not needed care is received from a Preferred Provider.

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:

<b>Service</b>	<b>PPO Providers</b>	<b>Non-PPO Providers</b>
<u>Dental Care Unit 1</u>		
Preventive Procedures		
Coinsurance	80%	0%
Individual Deductible	\$25 per Calendar Year	None
<u>Dental Care Unit 2</u>		
Basic Procedures		
Coinsurance	80%	0%
Individual Deductible	\$25 per Calendar Year (Units 2 and 3 combined)	None
<u>Dental Care Unit 3</u>		
Major Procedures		
Coinsurance	50%	0%
Individual Deductible	\$25 per Calendar Year (Units 2 and 3 combined)	None

**Deductible Amount(s)**

- You pay an individual Deductible Amount for each insured person for dental Treatment or Service received under each Dental Care Unit for a Calendar Year. The individual Deductible Amount will be the amount shown above. After you satisfy the Deductibles, We will pay Covered Charges at the rate indicated for each Dental Care Unit.
- For each Dental Care Unit, Covered Charges used to satisfy the Deductible that is applicable when care is received from Non-Preferred Providers for the Calendar Year will be counted toward satisfaction of the Deductible that is applicable when care is received from Preferred Providers for the Calendar Year, and vice versa.
- In no event will the individual Deductible for combined Preferred Providers and Non-Preferred Providers be more than the Non-Preferred Providers Deductible Amount for the 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 1, 2, and 3 on the same date, the charges will be applied to the Deductible Amount in the following order:
  - first, to Unit 1 charges; and
  - then, to Unit 2 charges; and

- last, to Unit 3 charges.

### **Emergency Treatment**

If you or one of your Dependents require Emergency Treatment and cannot reasonably reach a Preferred Provider, benefits for such Emergency Treatment received will be paid as if the Emergency Treatment had been provided by a Preferred Provider.

### **Maximum Payment Limit**

(Applies to combined charges for Treatment or Service received from Preferred Providers and Non-Preferred Providers.)

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

- Dental Care Units 2 and 3 \$750 each Calendar Year for dental care received from Preferred Providers and \$0 for Non-Preferred Providers (in combination).

Covered Charges used to satisfy the maximum that applies when care is received from Preferred Providers will be used in combination with care received from Non-Preferred Providers to satisfy the maximum.

### **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.

### **Benefit Options**

- **Benefit Option Election**

You may elect to be insured under any of the benefit options offered by the Policyholder.

If you elect coverage under the benefit option described in this booklet, you will have free choice of providers. However, benefits payable will be reduced if dental care is not received from a Preferred Provider.

The benefit option elected by you will also apply to your Dependents.

Contact your employer to see what other benefit options may be available.

If you elect to waive coverage under the Group Policy, you will be eligible to apply for coverage under one of the benefit options during the next Annual Enrollment Period as described on GH 1103-1. If you waive coverage under the Group Policy, coverage is also waived for your Dependents. In no event will Dependent Dental Expense Insurance be in force for a Member who is not insured for Member Dental Expense Insurance.

- **Benefit Option Transfer - Applicable only to Members already insured under the Group Policy**

You may transfer from one benefit option to another:

- during the Annual Enrollment Period designated by the Policyholder for such transfer, provided you are already insured under the Group Policy; or
- on any premium due date, provided the transfer is requested due to a change in your family status as described below; and the request for the transfer is made in Writing within 31 days after the date the change in family status occurs:
  - marriage or divorce or establishment or termination of a Civil Union or establishment or termination of a Domestic Partner relationship;
  - death of a spouse or Domestic Partner or child;
  - birth or adoption of a child;
  - termination of employment by your spouse or Domestic Partner or a change in the spouse's or Domestic Partner's employment that causes loss of group coverage;
  - your spouse or Domestic Partner becomes employed;
  - your employment or your spouse's or Domestic Partner's employment changes from part-time to full-time or from full-time to part-time;
  - you or your spouse or Domestic Partner take an unpaid leave of absence; or
  - your spouse's or Domestic Partner's group dental coverage involuntarily terminates.

Any benefit option transfer will be subject to the following provisions:

- Charges for Treatment or Service received by you or your Dependent while insured under one benefit option may be applied toward satisfaction of the Calendar Year Deductible and maximum payment limit under the other benefit option for the Calendar Year in which the transfer occurs, provided the charges are limited to those that:
  - would be Covered Charges under the Group Policy; and
  - were not paid under the other benefit option; and
  - would have counted toward satisfaction of the Deductible and maximum payment limit under the other benefit option.
- Charges for Treatment or Service received by you or your Dependent while insured under one benefit option may be counted to determine the payment percentage under the other benefit option for the Calendar Year in which the transfer occurs, provided the charges are limited to those that:
  - would be Covered Charges under the Group Policy; and
  - were for Treatment or Service received during the Calendar Year in which the benefit option transfer occurred.
- Benefits will be payable under each benefit option only for Covered Charges incurred while insured under that particular benefit option.

If you are not Actively at Work on the effective date of the transfer, the benefit option in force for you before the transfer will continue to apply to you until the date of return to Active Work. When you return to Active Work, the new benefit option will then be in force for you. The benefit option elected by you will also apply to your Dependents.

## HOW TO BE INSURED - MEMBERS

### DENTAL EXPENSE INSURANCE

#### Eligibility

To be eligible for insurance you must be a Member.

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

If you are a Member on January 1, 2024, you will be eligible on the later of that date or the date you complete 90 consecutive days of continuous Active Work.

If you are not a Member until later, you will be eligible on the date you complete 90 consecutive days of continuous 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. In the absence of fraud, 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 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 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 or should have known, contains false or fraudulent elements under state or federal law.

**Effective Date for Noncontributory Insurance**

Insurance for which you contribute no part of the premium will become effective on the date you are eligible.

**Effective Date for Contributory Insurance**

If you are required to contribute towards the cost of your insurance, you must request insurance in a form approved by Us. The requested insurance will become effective on:

- the date you are eligible, if the request is made on or before that date; or
- the date you are eligible, if you make your request within 31 days after the date you are eligible; or
- the Policy Anniversary date following the date of your request, if you make your request more than 31 days after the date you are eligible.

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.

**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; or
- within 31 days after the termination date, if the individual was previously insured under the Group Policy but elected to terminate the insurance.

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

**Court Ordered Coverage Under a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN):** This section will 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 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 QMCSO or NMSN; and
- will apply only to you and/or your Dependent Child(ren) listed in the QMCSO or NMSN.

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

- will be 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 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, termination of a Civil Union, termination of a Domestic Partner relationship, 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 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 premiums not being remitted 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 or Domestic Partner's voluntary termination of his or her dental expense coverage; or
- (iii) a loss due to a spouse's or Domestic Partner'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, Civil Union, declaration of a Domestic Partner relationship, birth, adoption or Placement for Adoption; and
- (iii) request for enrollment is made within 31 days after the date of the marriage, Civil Union, or declaration of a Domestic Partner relationship, birth, adoption or Placement for Adoption, 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 effective date of your or your Dependent's insurance will be:

- (i) in the event of marriage, Civil Union, or declaration of a Domestic Partner relationship, the date of such marriage, Civil Union, or declaration of a Domestic Partner relationship; 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.

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

A change in your Scheduled Benefits amount because of a change in your status (insurance class) will normally be effective on 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 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 A NJ-1, GH 1105 B, GH 1105 C, and GH 1105 D-1, 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
- for contributory insurance 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, your insurance may be continued until the earliest of:

- the date your insurance would otherwise cease as provided above; or
- the date you recover; or
- the date you are reemployed and eligible for other group dental expense coverage; or
- the date after coverage has been continued for 12 consecutive months.

In no event will your insurance terminate solely because you are sick or injured.

If you cease Active Work because you are on layoff or leave of absence, your insurance may be continued until the earliest of:

- the date your insurance would otherwise cease as provided above; or
- the date the layoff or leave of absence ends; or
- the date you become eligible for other group dental expense coverage; or
- the date one month after the date Active Work ends.

In addition, by paying the required contribution, if any, your insurance may be continued under the continuation provisions described on GH 1105 A NJ-1, GH 1105 B, GH 1105 C, and GH 1105 D-1.

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).

#### **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 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.

#### **Insurance for a Domestic Partner**

If a Member requests insurance for a Domestic Partner, insurance for a Domestic Partner will be in force on the later of:

- the date insurance would otherwise become effective for a Dependent under the terms of the Group Policy; or
- the date We approve the Domestic Partner's status as a Dependent.

#### **Automatic Insurance for a Newborn Child**

If, while your Member Dental Expense Insurance is in force, you acquire a Dependent Child less than 60 days of age, that child will be automatically insured for dental benefits on the date the child becomes a Dependent 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 60 days of age 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 A NJ-1, GH 1105 B, GH 1105 C, and GH 1105 D-1, 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 earlier of:

- 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 or termination of a Civil Union, provided the spouse otherwise continues to be a Dependent; or
- for each Domestic Partner or Domestic Partner's Dependent Child, on the last day of the Insurance Month in which that Domestic Partner or Domestic Partner's Dependent Child ceases to be a Dependent. However, a Domestic Partner who no longer resides with the Member will not cease to be a Dependent until the Declaration of Termination of Domestic Partnership has been received by Us, provided the Domestic Partner 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 A NJ-1, GH 1105 B, GH 1105 C, and GH 1105 D-1.

## CONTINUATION OF COVERAGE

### **Dependents who Lose Eligibility Due to Your Death - State Required**

If you should die while insured, your Dependent's Dental Expense Insurance will be continued, subject to payment of any required contribution, until the earliest of:

- the date the Dependent's insurance would otherwise cease as provided in the Group Policy; or
- the date the Group Policy terminates; or
- the end of the period for which contributions are paid, if a required contribution is not remitted on a timely basis; or
- the date insurance has been continued for 180 days.

### **Continuation for Civil Union Partners and Domestic Partners (and any Dependent Children)**

#### **(A) Qualified Persons/Qualifying Events**

Continuation of group dental coverage will be offered to the following persons if the person is not covered or eligible for federal continuation (COBRA), the Group Policy is in force, the person was insured under the Group Policy on the day before a qualifying event and the person would otherwise lose that coverage as a result of the following qualifying events:

- (1) an insured Civil Union Partner or Domestic Partner (and any Dependent Children) 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: In this instance, the Member must elect and become covered under COBRA in order for an insured Civil Union Partner or Domestic Partner to qualify for this group dental continuation); and

- (2) a Member's former Civil Union Partner or Domestic Partner (and any Dependent Children) following the Member's termination from his or her Civil Union or Domestic Partnership; and
- (3) a Member's surviving Civil Union Partner or Domestic Partner (and any Dependent Children), following the Member's death; and
- (4) a Member's Civil Union Partner or Domestic Partner (and any Dependent Children) following the Member's entitlement to Medicare.

#### **(B) Maximum Continuation Period**

Following a qualifying event, dental coverage can continue up to the maximum continuation period. The maximum continuation period for an insured Civil Union Partner or Domestic Partner following the Member's termination of employment or reduction in work hours is 18 months from the date of the qualifying event or the date the Member is no longer covered under COBRA, whichever occurs first.

Following the Member's termination of employment or reduction in work hours, a qualified person may request an 11-month extension of this group dental continuation. The maximum group dental 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 his or her employment terminates or work hours are reduced, the maximum continuation period for the insured Civil Union Partner or Domestic Partner 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 (Member's termination of employment or reduction in work hours).

The maximum continuation period for a qualified person following a qualifying event described in A (2) through A (4) is 36 months from the date of the qualifying event.

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

If during an 18- month continuation period (or, 29 months for a qualified person on the disabled extension), a second qualifying event described in A (2) through A (4) occurs, the maximum continuation period may be extended for the qualified person up to 36 months. That is, following a second qualifying event, a qualified person 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 (4), absent the first qualifying event, would result in a loss of coverage for the covered Civil Union Partner or Domestic Partner under the Group Policy.

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

Following a Member's termination of employment or reduction in work hours, a qualified person 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.

The 11-month extension for a qualified person 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 this group dental continuation; 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; or
- (5) the date insurance would otherwise cease under the Group Policy; or
- (6) 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 this group dental continuation; or

(7) the date the Member is no longer covered under COBRA as described in A (1).

Note: Persons who, after the date of this group dental 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.

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

When a covered Civil Union Partner or Domestic Partner has a qualifying event due to the Member's termination of employment, the Member's reduction in work hours, death of the Member, the Member's entitlement to Medicare, or for 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 this group dental continuation within 14 days after receiving notice of a qualifying event from the employer.

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

A qualified person must notify the plan administrator in Writing within 60 days after (a) the date of a qualifying event (i.e., Member's termination from his or her Civil Union or Domestic Partnership 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 this group dental continuation ends. This 60-day notice period applies to initial and second qualifying events.

A qualified person who requests an extension of this group dental continuation due to disability must submit a Written request to the plan administrator before the 18-month group dental 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. A qualified person 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 the qualified person; (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 group dental continuation 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 and premium information.

A qualified person must make Written election within 60 days after the later of: (a) the date group dental 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 group dental continuation ends.

To protect group dental continuation rights, the plan administrator must be informed of any address changes for a covered Civil Union Partner or Domestic Partner. Retain copies of any notices sent to the plan administrator.

**H. Monthly Cost**

A qualified person electing continued coverage can be required to pay 102% of the cost for the applicable coverage.

**I. Policy Changes**

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

**J. Contact Information**

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

Group Dental Plan:	FIRST CHOICE ELECTRICAL Dental Plan
Contact Name/Area:	FIRST CHOICE ELECTRICAL Benefits Department
Address:	6 INVERNESS DR OLD BRIDGE NJ 08872
Phone Number:	888-308-3879

If coverage under the Group Policy is continued under a state continuation mandate, the continuation coverage provided under this subsection will run concurrently with the state continuation period.

## 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 drug coverages that are part of your insurance.

Note: COBRA Continuation is not available to a Civil Union Partner or to a Civil Union Partner's Dependent Child.

Note: COBRA Continuation is not available to Domestic Partners or to a Domestic Partner's Dependent Child.

#### 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:
  - (a) termination of employment for a reason other than gross misconduct; or
  - (b) 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:	FIRST CHOICE ELECTRICAL Dental Plan
Contact Name/Area:	FIRST CHOICE ELECTRICAL Benefits Department
Address:	6 INVERNESS DR OLD BRIDGE NJ 08872
Phone Number:	888-308-3879

## 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 insurance, 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.

If continuation qualifies for both state and FMLA continuation, the continuation period will be counted concurrently toward satisfaction of the continuation period under both the state and FMLA continuation periods.

### 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 to a foreign country 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 military member" with a "serious injury or illness". Covered military member means a current member of the Armed Forces and the National Guard or Reserves. It also includes a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date an employee takes FMLA leave.

Eligible Employers are required to allow 15 days of unpaid leave during any 12-month period to eligible employees to spend time with a military member on "rest and recuperation" leave.

### **Reinstatement**

An Eligible Employee's terminated insurance 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 a required premium is not remitted on a timely basis; 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 1104-1; 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. If you qualify for both state and USERRA continuation, the election of one means the rejection of the other.

Note: USERRA Continuation is not available to a Civil Union Partner or to a Civil Union Partner's Dependent Child.

Note: USERRA Continuation is not available to Domestic Partners or to a Domestic Partner's Dependent Child.

### **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 the 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.

#### **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 begins (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 by a state or local government agency, unless charges are imposed against the person for such Treatment or Service; or
- Treatment or Service that results from: a sickness that is covered by a Workers' Compensation Act or other similar law; or
- Treatment or Service that results from an injury arising from or in the course of any employment for wage or profit; except this limitation will not apply to: partners, proprietors, or corporate officers of the employer who are not covered by a Workers' Compensation Act or other similar law; or
- Treatment or Service that results from war or act of war; or

- Treatment or Service that results from the commission of or the attempted commission of a felony; 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
- Treatment or Service for temporomandibular joint disorders; 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 two dental prophylaxis in any Calendar Year. Prophylaxis includes both routine cleaning and periodontal cleaning/maintenance procedures. The periodontal prophylaxis is paid under Unit 2. However, the service applies to the two prophylaxis limit.

### Topical application of fluoride

Applicable only to Dependent Children under the age of 14. Only one application(s) will be covered in any Calendar Year.

## 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 or resin-based composite)

Anterior

Mesial-lingual, distal-lingual, mesial-buccal, and distal buccal restoration will be considered single surface restorations.

Multiple restorations on adjacent surfaces of the same tooth are considered connected. Benefits will be based on the benefit for a single restoration reflecting the number of different surfaces.

Multiple restorations on the same surface of the same tooth will be based on the benefit for a single surface restoration.

Posterior

Multiple restorations on adjacent surfaces of the same tooth are considered connected. Benefits will be based on the benefit for a single restoration reflecting the number of different surfaces.

Multiple restorations on the same surface of the same tooth will be based on the benefit for 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 posterior 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

#### Full Mouth Debridement

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

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 two dental prophylaxis (routine cleaning or periodontal cleaning/maintenance procedure) in any Calendar Year.

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

#### **Other Services**

Emergency Examination (evaluation)

Coverage for Emergency Examination is limited to the frequency limitation described under examinations 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.

Harmful Habit Appliance

Limited to one time per person under age 14.

Topical application of sealants

Applicable only to first and second permanent molars for Dependent Children under age 14. Covered once each tooth in any 36 consecutive month period.

Space Maintainers

Applicable only to Dependent Children under age 14. 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 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.

##### 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.

## **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 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 fibrotomy  
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 crown 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 then 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 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 are disabled and qualify, We will pay for Treatment or Service that is received within 30 days after your or a Dependent's insurance terminates.

If Dental Expense Insurance under the Group Policy ceases and if you or your Dependents are not disabled and 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; except that if coverage terminates due to termination of the Group Policy, benefits will be payable to a disabled person for 90 days after coverage terminates, provided that the person has been disabled from the date coverage ceased until the date of Treatment or Service and the person would have qualified for benefit payment under the Group Policy if coverage had remained in force.

**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 or noninsured group, service, prepayment, or other program arranged through an employer, trustee, union, or association; and
- any program required or established by state or Federal law (including Medicare Parts A and B); and
- any program sponsored by or arranged through a school or other educational agency; and
- group hospital indemnity benefit amounts that exceed \$150 per day.

The term Plan will not include benefits provided under:

- a student accident policy; or
- a state medical assistance program where eligibility is based on financial need; or
- indemnity-type policies with benefits of \$150 or less per day; or
- group or group-type policies where the cost of coverage is paid solely by the employee.

"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.

A Plan will be the Primary Plan if either of the below exist:

- The Plan has no order of benefit determination rules, or it has rules that differ from those contained in this Coordination with Other Benefits provision; or

- All Plans which cover the person for whom benefits are claimed use order of benefit determination rules consistent with those contained in the Coordination with Other Benefits provision and under those rules, the Plan determines its benefits first.

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." The charge for any dental care service, supply or other item of expense for which you or your Dependent is liable when the dental care service, supply or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

When this Group Policy is coordinating benefits with a Plan that provides benefits only for dental care, Allowable Expense is limited to like items of expense.

When this Group Policy is coordinating benefits with a Plan that restricts coordination of benefits to a specific coverage, this Group Policy will only consider corresponding services, supplies or items of expense to which coordination of benefits applies as an Allowable Expense.

"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.

The benefits of the Plan that covers the person for whom benefits are claimed as an employee who is neither laid off nor retired, or as a Dependent of such person, must be determined before those for the Plan that covers the person for whom benefits are claimed as a laid off or retired employee, or as such a person's Dependent. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision will be ignored.

The benefits of the Plan that covers the person for whom benefits are claimed as an employee, Member, subscriber or retiree, or Dependent of such person, will be determined before those of the Plan that covers the person for whom benefits are claimed under a right of continuation pursuant to Federal or State law. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision will be ignored.

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

- 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.
- 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.

#### **Procedures to be Followed by the Secondary Plan to Calculate Benefits**

For the purpose of this section, "Reasonable and Customary Charge (R&C)" will mean an amount that is not more than the reasonable or customary charge for the service or supply as determined by the Group Policy, based on a standard, which is most often charged for a given service by a provider within the same geographic area.

In order to determine which procedure to follow it is necessary to consider:

- the basis on which the Primary Plan and the Secondary Plan pay benefits; and
- whether the provider who provides or arranges the services and supplies is in the network of either the Primary Plan or the Secondary Plan.

Benefits may be based on the Reasonable and Customary Charge (R&C), or some similar term. This means that the provider bills a charge and you or your Dependent may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on a reasonable and customary charge is called an "R&C Plan".

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule, or some similar term. This means that although a provider, called a network provider, bills a charge, you or your Dependent may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a "Fee Schedule Plan". If you or your Dependent uses the services of a non-network provider, the Plan will be treated as an R&C Plan even though the Plan under which he or she is covered allows for a fee schedule.

Payment to the provider may be based on a capitation. This means that the Dental Health Maintenance Organization (DHMO) pays the provider a fixed amount per patient. You or your Dependent is liable only for the applicable deductible, coinsurance or copayment. If you or your Dependent uses the services of a non-network provider, the DHMO will only pay benefits in the event of emergency care or urgent care. In this section, a Plan that pays providers based upon capitation is called a "Capitation Plan".

In the rules below, "provider" refers to the provider who provides or arranges the services or supplies and "DHMO" refers to a Dental Health Maintenance Organization Plan.

**Primary Plan is R&C Plan and Secondary Plan is R&C Plan**

The Secondary Plan shall pay the lesser of:

- the difference between the amount of the billed charges and the amount paid by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

When the benefits of the Secondary Plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the Plan.

**Primary Plan is Fee Schedule Plan and Secondary Plan is Fee Schedule Plan**

If the provider is a network provider in both the Primary Plan and the Secondary Plan, the Allowable Expense shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- the amount of any deductible, coinsurance or copayment required by the Primary Plan; and
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

The total amount the provider receives from the Primary Plan, the Secondary Plan and you or your Dependent shall not exceed the fee schedule of the Primary Plan. In no event shall you or your Dependent be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

**Primary Plan is R&C Plan and Secondary Plan is Fee Schedule Plan**

If the provider is a network provider in the Secondary Plan, the Secondary Plan shall pay the lesser of:

- the difference between the amount of the billed charges for the Allowable Charges and the amount paid by the Primary Plan; or

- the amount the Secondary Plan would have paid if it had been the Primary Plan.

You or your Dependent shall only be liable for the copayment, deductible or coinsurance under the Secondary Plan if you or your Dependent have no liability for copayment, deductible or coinsurance under the Primary Plan and the total payments by both the Primary and Secondary Plans are less than the provider's billed charges. In no event shall you or your Dependent be responsible for any payment in excess of the copayment, coinsurance or deductible of the Secondary Plan.

**Primary Plan is Fee Schedule Plan and Secondary Plan is R&C Plan**

If the provider is a network provider in the Primary Plan, the Allowable Expense considered by the Secondary Plan shall be the fee schedule of the Primary Plan. The Secondary Plan shall pay the lesser of:

- the amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had been the Primary Plan.

**Primary Plan is Fee Schedule Plan and Secondary Plan is R&C Plan or Fee Schedule Plan**

If the Primary Plan is a DHMO Plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply you or your Dependent receives from a non-network provider is not considered as urgent care or emergency care, the Secondary Plan shall pay benefits as if it were the Primary Plan.

**Primary Plan is Capitation Plan and Secondary Plan is Fee Schedule Plan or R&C Plan**

If you or your Dependent receives services or supplies from a provider who is in the network of both the Primary Plan and the Secondary Plan, the Secondary Plan shall pay the lesser of:

- the amount of any deductible, coinsurance or copayment required by the Primary Plan; or
- the amount the Secondary Plan would have paid if it had not been the Primary Plan.

**Primary Plan is Capitation Plan or Fee Schedule Plan or R&C Plan and Secondary Plan is Capitation Plan**

If you or your Dependent receives services or supplies from a provider who is in the network of the Secondary Plan, the Secondary Plan shall be liable to pay the capitation to the provider and shall not be liable to pay the deductible, coinsurance or copayment imposed by the Primary Plan. You or your Dependent shall not be liable to pay any deductible, coinsurance or copayments of either the Primary Plan or the Secondary Plan.

**Primary Plan is a DHMO and Secondary Plan is a DHMO**

If the Primary Plan is a DHMO Plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply you or your Dependent receive from a non-network provider is not considered as urgent care or emergency care, but the provider is in the network of the Secondary Plan, the Secondary Plan shall pay benefits as if it were the Primary Plan.

**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.

Company A

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.

Company B

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.

## **BENEFITS FOR AUTOMOBILE RELATED INJURIES**

### **DENTAL EXPENSE INSURANCE**

#### **Purpose**

When expenses are incurred as the result of an Automobile Related Injury, and the injured person has coverage under PIP or OSAIC, this section will be used to determine whether the Group Policy provides coverage that is primary to auto coverage or secondary to auto coverage. It will also be used to determine the amount payable if the Group Policy provides primary or secondary coverage.

#### **Definitions**

As used in this section, the terms listed below will mean:

**Automobile Related Injury** means bodily injury sustained by you or your Dependent as a result of an accident:

- while occupying, entering, leaving, or using an automobile; or
- as a pedestrian;

caused by an automobile or by an object propelled by or from an automobile.

**Allowable Expense** means a medically necessary, reasonable, and customary item of expense covered at least in part as an Eligible Expense by:

- the Group Policy;
- PIP; or
- OSAIC.

**Eligible Expense** means that portion of expense incurred for treatment of an injury which is covered under the Group Policy without application of Deductibles or copayments, if any.

**Out-of-State Automobile Insurance Coverage or OSAIC** means any coverage for medical expenses under an automobile insurance policy other than PIP. OSAIC includes automobile insurance policies issued in another state or jurisdiction.

**PIP** means personal injury protection coverage provided as part of an automobile insurance policy issued in New Jersey. PIP refers specifically to provisions for medical expense coverage.

#### **Determination of Primary or Secondary Coverage**

The Group Policy provides secondary coverage to PIP unless health coverage has been elected as primary coverage by or for the person covered under the Group Policy. This election is made by the named insured under a PIP policy. Such election affects that person's family members who are not themselves named insureds under another automobile policy. This plan may be primary for one covered person, but not for another if the persons have separate automobile policies and have made different selections regarding primacy of health coverage.

The Group Policy is secondary to OSAIC, unless the OSAIC contains provisions which make it secondary or excess to this plan. In that case, the Group Policy will be primary.

If there is a dispute as to which plan is primary, the Group Policy will pay benefits as if it were primary.

**Benefits the Group Policy Will Pay if it is Primary to PIP or OSAIC**

If the Group Policy is primary to PIP or OSAIC, it will pay benefits for Eligible Expenses in accordance with the terms provided in the Group Policy.

The rules as provided in the Coordination with Other Benefits sections of the Group Policy will apply if:

- you or your Dependents are insured under more than one insurance plan; and
- such insurance plans are primary to automobile insurance coverage.

**Benefits the Group Policy Will Pay if it is Secondary to PIP or OSAIC**

If the Group Policy is secondary to PIP or OSAIC, the actual benefits payable will be the lesser of:

- the Allowable Expenses left uncovered after PIP or OSAIC has provided coverage after applying Deductibles and copayments; or
- the benefits that would have been paid if the Group Policy had been primary.

**Medicare**

If the Group Policy supplements coverage under Medicare, it can be primary to automobile insurance only to the extent that Medicare is primary to automobile insurance.

## CLAIM PROCEDURES

### Notice of Claim

Written notice of claim must be given to Us 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

Except in the case of dental care received from PPO Providers, 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 received 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.

### 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 12 months 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 provide proof within the time specified will not invalidate or reduce any claim if proof is furnished as soon as reasonably possible.

### 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 45 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 45 calendar days if no additional information is received.

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 the Group Policy will be payable not more than 40 days after receipt of proof for a paper claim and 30 days after receipt of proof for an electronic claim and subject to due proof of loss.

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.

### Preferred Providers

When you become insured, you will be issued an identification card. This card should be presented to each PPO Provider at the time you or a Dependent receive needed dental care. Each PPO Provider will provide you with a claim form and other filing assistance.

### **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 should 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, Domestic Partner, 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 whoever has assumed the care and support of the person.
- Benefits payable to a PPO Provider will be paid directly to the PPO Provider on behalf of you or your Dependent.

**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. 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.

### **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.

## SUPPLEMENT TO YOUR BOOKLET-CERTIFICATE

The Employee Retirement Income Security Act (ERISA) requires that certain information be furnished to each participant in an employee benefit plan. Policyholders may use this booklet-certificate in part in meeting Summary Plan Description requirements under ERISA.

1. **Employer Plan Identification Number:**

EIN: 20-5191495

2. **Type of Administration:**

Dental Insurance Contract.

3. **Plan Administrator:**

FIRST CHOICE ELECTRICAL AND SECURITY, LLC  
6 INVERNESS DR  
OLD BRIDGE NJ 08857

See your employer for the business telephone number of the Plan Administrator.

4. **Plan Sponsor:**

FIRST CHOICE ELECTRICAL AND SECURITY, LLC  
6 INVERNESS DR  
OLD BRIDGE NJ 08857

5. **Agent for Service of Legal Process:**

FIRST CHOICE ELECTRICAL AND SECURITY, LLC  
6 INVERNESS DR  
OLD BRIDGE NJ 08857  
(888)308-3879

Legal process may also be served upon the plan administrator.

6. **Type of Participants Insured Under the Plan:**

All active full-time employees of FIRST CHOICE ELECTRICAL AND SECURITY, LLC, and provided that, for each employee, he or she also meets the definition of a Member as defined in the DEFINITIONS Section of this booklet (page GH 1117).

7. **Sources and Methods of Premium Payments to the Plan:**

Members are required to contribute a portion of the premium for their insurance under the Group Policy.

Members are required to contribute all of the premium for their Dependent's insurance under the Group Policy (if Member elects to enroll Dependents in plan).

8. **Ending Date of Plan's Fiscal Year:**

December 31

## 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 results solely from accidental means. 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.

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

**Civil Union** means the legally recognized union of two eligible individuals of the same sex established pursuant to P.L. 2006, c. 103.

**Civil Union Partner** means for two persons to establish a Civil Union in New Jersey, it shall be necessary that they satisfy all of the following criteria:

- not be a party to another Civil Union, Domestic Partnership or marriage in New Jersey;
- be of the same sex and therefore be excluded from the marriage laws of New Jersey or any other state;
- be at least 18 years of age, except as provided in section 10 of P.L. 2006, c. 103.

A Civil Union will also include two eligible individuals in a same-sex relationship from other jurisdictions that most closely approximate a New Jersey Civil Union (i.e. relationships that provide substantially all of the rights and obligations of marriage).

**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** mean 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 Charges Database (DCD)** means a commercially available dental charge information database selected by Us that provides historical information about the charges of dental care providers by procedure code and geographic categories, all as determined and adjusted by the database supplier. The Dental Charges Database will be updated by Us as information becomes available from the database supplier, up to twice each year. We may also modify the database at our discretion to reflect our own experience. We have discretion to substitute or replace the selected database with a database or databases of comparable purpose, including a database using information of Ours only, as determined and adjusted by Us, with or without notice. When there is minimal data available, as determined by Us, from the DCD for a Treatment or Service, We will determine the Prevailing Charge by calculating the unit cost for the applicable Treatment or Service category using the DCD and multiplying by the relative value of the Treatment or Service based upon a relative value scale selected by Us. When considering a complex Treatment or Service or a Treatment or Service that is a new procedure or otherwise does not have a relative value that is applicable, We will assign one. The determination of the Prevailing Charge does not take into account the Non-Preferred Provider's training, experience or category of licensure.

**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 spouse will also include a Civil Union Partner.
- Your Dependent Child (or Children) as defined below.
- Your Domestic Partner, if you and your Domestic Partner complete and submit a Declaration of Domestic Partnership which is approved by Us.

**Dependent Child; Dependent Children** means:

- Your natural child, if that child:
  - is not insured under the Group Policy as a Member; and
  - is less than 26 years of age.
- Your stepchild if that child:
  - meets the requirements above; and
  - receives principal support from you.
- Your foster child, if that child:
  - meets the requirements above; and
  - lives with you; and
  - receives principal support from you; and

- is under legal guardianship of you or your spouse or Domestic Partner; and
- is approved in Writing by Us as a Dependent Child.
- Your adopted child, if that child meets the requirements above and you:
  - are a party in a lawsuit in which you are seeking the adoption of the child; or
  - have custody of the child under a court order that grants custody of the child to you.

An adopted child will be considered a Dependent Child on the earlier of: the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

- Your Civil Union Partner's child who otherwise qualifies above or if you or your Civil Union Partner are the child's guardian by court order.
- Your Domestic Partner's child who otherwise qualifies above or if you or your Domestic Partner are the child's guardian by court order.

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.

**Domestic Partner**

Your opposite sex or same sex life partner, provided:

- your partner is not in the Armed Forces of any country; and
- your partner is not covered under the Group Policy as a Member; and
- your partner is at least 18 years of age; and
- neither your partner nor you are married; and
- neither your partner nor you have had another Domestic Partner in the six-month period preceding the date of the Signed Declaration of Domestic Partnership, except that this prohibition will not apply if one of the partners died; and in all cases in which a person registered a prior Domestic Partnership, the Domestic Partnership must have been terminated in accordance with the provisions of the New Jersey law; and
- your partner is not related by blood or affinity up to and including the fourth degree of consanguinity to you; and
- your partner and you share the same residence; and
- your partner and you are each other's sole life partner in a committed relationship of mutual caring and intend to remain so indefinitely; and

- your partner and you are jointly responsible for each other's financial welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which must be demonstrated by at least one of the following:
  - a joint deed, mortgage agreement or lease;
  - a joint bank account;
  - a designation of one of the persons as a primary beneficiary in the other person's will;
  - designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - joint ownership of a motor vehicle; and
- both persons agree to be jointly responsible for each other's basic living expenses during the Domestic Partnership; and
- both persons file jointly a Signed Declaration of Domestic Partnership; and
- your partner and you are not in the relationship solely for the purpose of obtaining insurance coverage; and
- for opposite sex partners, your partner and you are at least 62 years of age.

A Domestic Partnership will also include two eligible individuals in a same-sex relationship from other jurisdictions that most closely approximate a New Jersey Domestic Partnership (i.e., relationships that provide some, but not all of the rights and obligations of marriage).

**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 specialists in that particular field of dentistry, as determined by Us.

**Full-Time Employee** means any person, residing in the United States, who is a U.S. citizen or is legally working in the United States, who is regularly scheduled to work for the Policyholder for at least 30 hours a week. You must be compensated by the Policyholder and either the employer or employee must be able to show taxable income on federal or state tax forms. 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. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

An owner, proprietor, or partner of the Policyholder's business will be deemed to be an eligible employee for purposes of the Group Policy, provided he or she is regularly scheduled to work for the Policyholder for at least 30 hours a week and otherwise meets the definition of Full-Time Employee.

**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, Domestic Partner, 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 ELECT DENTAL LOW PLAN 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).

**Non-Preferred Provider/Non-PPO Provider** means a Dentist not contracted with the Dental Preferred Provider Organization (PPO) network established by the PPO identified on your ID card.

**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 FIRST CHOICE ELECTRICAL AND SECURITY, LLC.

**Preferred Provider/PPO Provider** means a Dentist contracted within the Dental Preferred Provider Organization (PPO) network established by the PPO identified on your ID Card.

The Policyholder participation in a PPO network does not mean that the insured person's choice of provider will be restricted. The insured person may seek needed dental care from any Dentist of his or her choice. However, in order to avoid higher charges and reduced benefit payment, the insured persons are urged to obtain such care from Preferred Providers whenever possible.

We have the right to terminate the Preferred Provider Organization (PPO) portion of the Group Policy if We or the Preferred Provider Organization (PPO) terminates the arrangement.

We also have the right to identify different preferred provider organizations from time to time, and to terminate the designation of any Preferred Provider at any time.

**Preferred Provider Organization (PPO)** means the PPO identified on your ID card.

**Prevailing Charges** means:

- For dental care received from Preferred Providers, the negotiated fee between the Preferred Provider and the PPO.
- For dental care received from Non-Preferred Providers, the amount that most dental care providers charge within a geographic cost area for a Treatment or Service.

For dental care received from Non-Preferred Providers, the actual cost charged for a Treatment or Service will be in excess of Prevailing Charges, but only to the extent that the actual cost charged exceeds the 50th percentile identified on the Dental Charges Database (DCD). Non-Preferred Providers may charge you or your Dependent the difference between the actual cost charged and the Prevailing Charge.

**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 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 health information. The terms of this Notice apply to members, their spouses and dependents for their group dental expense, group vision care expense, group hospital indemnity, and/or group critical illness insurance with us ("insurance"). As used in this Notice, the term "health information" means information about you that we create, receive or maintain in connection with your insurance; that relates to your physical or mental condition or payment for health care provided to you; and that can reasonably be used to identify you. This Notice was effective April 14, 2003 and revisions to this Notice are effective August 1, 2022.

We are required by law to maintain the privacy of our members' and dependents' health information and to provide notice of our legal duties and privacy practices with respect to their 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 health information maintained by us. Copies of revised Notices will be mailed to plan sponsors for distribution to the members then covered by our insurance. 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 Health Information

**Authorization.** Except as explained below, we will not use or disclose your 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: Compliance Privacy Consultant, Specialty Benefits Division (SBD) Compliance, Principal Life Insurance Company, Des Moines, IA 50392-0002. Once we receive your request, a form to revoke an authorization will be sent to your attention for completion.

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

**Uses and Disclosures for Payment.** We will use and disclose your health information as necessary for payment purposes. For instance, we may use your health information to process or pay claims, for subrogation, to provide a pre-determination of benefits 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. Unless we agree in writing to do otherwise, we will send all mail regarding a member's spouse or dependents to the member, including information about the payment or denial of insurance claims.

**Uses and Disclosures for Health Care Operations.** We will use and disclose your health information as necessary for health care operations. For instance, we may use or disclose your 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 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 the health plan of a member's employer. We may disclose your health information to your health plan for certain functions of its health care operations. This Privacy Notice does not cover the privacy practices of that plan. 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 health information prior to your enrollment under the insurance. We will use this information to determine whether you are eligible to enroll under the insurance 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 health information to these outside people or organizations that perform services on our behalf. We require them to appropriately safeguard the privacy of your health information. Principal Life Insurance Company may itself be a business associate of your health plan or health insurance company. We may disclose your health information to your health plan or insurance company and its business associates as needed to fulfill our contractual obligations to them. Please see the notice of privacy practices issued by your plan or insurance company for information about how it uses and discloses your health information.

**Plan Sponsor.** We may disclose your health information to the plan sponsor the minimum necessary amount of your health information that it needs to perform administrative functions on behalf of the plan (if any), 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 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 health information without your approval. We may also disclose your 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 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 are prohibited from using or disclosing protected health information that is genetic information of an individual for purposes of determining eligibility for coverage, the amount of benefits or premiums or discounts, including rebates, payments in kind, or other premium or benefit differential mechanisms in return for activities such as completing a health risk assessment or participating in a wellness program. We will not request, use or disclose psychotherapy notes without your authorization (except to defend ourselves in a legal action brought by you.) We will not sell your protected health

information or use or disclose it for marketing purposes without your authorization, except as permitted by law. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information.

## **Your Rights**

**Restrictions on Use and Disclosure of Your Health Information.** You have the right to request restrictions on how we use or disclose your 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. 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 Health Information.** You have the right to request communications regarding your health information from us by alternative means (for example by fax) or at alternative locations. We will accommodate reasonable requests.

**Access to Your Health Information.** You have the right to inspect and/or obtain a copy of your health information we maintain in your designated record set, with a couple of exceptions. A fee will be charged for copying and postage.

**Amendment of Your Health Information.** You have the right to request an amendment to your health information to correct inaccuracies. We are not required to grant the request in certain circumstances.

**Accounting of Disclosures of Your Health Information.** You have the right to receive an accounting of certain disclosures of your health information made by us during the 6 year period before your request. 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.

**Exercising your rights.** To exercise any of the above rights, you must submit a written request indicating which rights you are requesting to: Compliance Privacy Consultant, Specialty Benefits Division (SBD) Compliance, Principal Life Insurance Company, 711 High Street, Des Moines IA 50392-0002. Once we receive your request, a form(s) will be sent to your attention for completion.

**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 50392-0002 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.



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