



# Dental Certificate of Coverage

**Note:** This policy does not contain the pediatric dental essential health benefits as determined by the Affordable Care Act.

## Central Garden & Pet Buy-Up Plan Group Number 1859RB & 1859RD

### Complete Dental Program

## DENTAL CERTIFICATE OF COVERAGE

Welcome to Anthem Blue Cross Life and Health Insurance Company ("Anthem"). This Dental Certificate of Coverage (hereinafter "Certificate") has been prepared by Anthem to help explain your dental care benefits. Please refer to this Certificate whenever you require Dental Services. It describes how to access dental care, what Dental Services are covered by Us, and what portion of the dental care costs you will be required to pay.

The coverage described in this Certificate is subject in every respect to the provisions of the Group Dental Contract issued to your Group. The Group Dental Contract and this Certificate and any amendments or riders attached to the same, shall constitute the Group Dental Contract under which Covered Services are provided by Us.

This Certificate should be read in its entirety. Since many of the provisions of this Certificate are interrelated, you should read the entire Certificate to get a full understanding of your coverage.

Many words used in the Certificate have special meanings. These words appear in capitals and are defined for you. Refer to these definitions in the Definitions section for the best understanding of what is being stated. The Certificate also contains exclusions.

This Certificate supersedes and replaces any Certificate previously issued to you under the provisions of the Group Dental Contract.

**Read your Certificate Carefully.** The Certificate sets forth many of the rights and obligations between you and the Plan. Payment of benefits is subject to the provisions, limitations and exclusions of your Certificate. It is therefore important that you read your Certificate.

**Anthem Blue Cross Life and Health Insurance Company is an independent licensee of the Blue Cross Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross name and symbol are registered marks of the Blue Cross Association.**

## **ADMINISTRATION**

The following information is provided as required by the Employee Retirement Income Security Act (ERISA) of 1974.

### **PLAN SPONSOR, FIDUCIARY AND ADMINISTRATOR:**

Central Garden & Pet  
1340 Treat Boulevard, Suite 600  
Walnut Creek, CA 94597  
Telephone: (925)-948-3625

### **AGENT FOR SERVICE OF LEGAL PROCESS:**

Central Garden & Pet  
1340 Treat Boulevard, Suite 600  
Walnut Creek, CA 94597  
Telephone: (925)-948-3625

**FUNDING:** This Plan is self-funded. Your contribution towards the cost of the coverage under the Plan will be determined by the Employer each year and communicated to you prior to the effective date of any changes in the cost of the coverage.

**EMPLOYER IDENTIFICATION NUMBER:** 68-0275553

**EMPLOYER PLAN NUMBER:** 520

**GROUP NUMBER:** 1859RB & 1859RD

### **PLAN BENEFITS ADMINISTERED BY:**

Anthem Insurance Companies, Inc.  
P.O. Box 1115  
Minneapolis, Minnesota 55440-1115  
(866) 956-8607

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## DEFINITIONS

This section defines terms which have special meanings. If a word or phrase has a special meaning or is a title, it will be capitalized. The word or phrase is defined in this section or at the place in the text where it is used.

**Appeal** - A formal request by you or your representative for reconsideration of an adverse decision on a grievance or claim.

**Benefit Waiting Period** - The period of continuous coverage under this Certificate that a Member must complete following his or her Effective Date before dental benefits are payable for Covered Services. No payment will be made for expenses incurred during the Benefit Waiting Period indicated in the Summary of Benefits.

**Certificate** - This summary of the terms of your benefits. It is attached to and is a part of the Group Dental Contract and it is subject to the terms of the Group Dental Contract.

**Coinsurance** - A percentage of the Maximum Allowed Amount for which you are responsible to pay. Your Coinsurance will not be reduced by refunds, rebates, or any other form of negotiated post-payment adjustments.

**Coverage Year** - The period of time that We pay benefits for Covered Services. The Coverage Year is listed in the Summary of Benefits. If your coverage ends earlier, the Coverage Year ends at the same time.

**Coverage Year Maximum** - The maximum dollar amount payable for Covered Services for each Member during each Coverage Year. If your benefit plan covers orthodontics, benefits for orthodontic services are not included in the Coverage Year Maximum, but are subject to a separate lifetime maximum. Refer to the **Summary of Benefits** for any Coverage Year Maximum or lifetime maximum amounts.

**Covered Services** - Services or treatment as described in the Certificate which are performed, prescribed, directed or authorized by a Dentist. To be considered Covered Services, services must be:

- Within the scope of the license of the Provider performing the service;
- Rendered while coverage under this Certificate is in force;
- Not specifically excluded or limited by the Certificate; and
- Specifically included as a benefit within the Certificate.

**Deductible** - The dollar amount of Covered Services listed in the Summary of Benefits for which you are responsible before We start to pay for Covered Services each Coverage Year.

**Dental Service, Dental Services, Dental Procedure and Dental Procedures** - The providing of dental care or treatment by a Dentist to a Member under this Certificate, provided that such care or treatment is recognized as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Dentist** - A person who is licensed to practice dentistry by the governmental authority having jurisdiction over the licensing and practice of dentistry.

**Dependent** - A person of the Subscriber's family who is eligible for coverage under the Certificate as described in the Eligibility and Enrollment section.

**Effective Date** - The date that a Subscriber's coverage begins under this Certificate. A Dependent's coverage also begins on the Subscriber's Effective Date.

**Eligible Person** - A person who meets the Group's requirements and is entitled to apply to be a Subscriber.

**Group Dental Contract (or Contract)** - The Contract between the Plan and the Group. It includes this Certificate, your application, any supplemental application or change form, and any additional legal terms added by Us to the original Contract. The final interpretation of any specific provision contained in this Certificate is governed by the Group Dental Contract.

**Group or Group Subscriber** - The employer, or other organization, that has entered into a Group Dental Contract with the Plan.

**Identification Card / ID Card** - A card issued by the Plan, showing the Member's name, membership number, and occasionally coverage information.

**Maximum Allowed Amount** - The maximum amount of reimbursement Anthem will pay for services provided by a Provider to a Member. You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Coinsurance. There may be different levels of reimbursement for the Maximum Allowed Amount depending upon whether you elect to receive services from a Participating Dentist or a Non-Participating Dentist. The Maximum Allowed Amount will always be the lesser of the maximum amount of reimbursement established by Anthem or the Provider's billed charges.

**Member** - A Subscriber or Dependent who has satisfied the eligibility conditions, applied for coverage, been approved by the Plan and for whom Premium payment has been made. Members are sometimes called "you" and "your".

**Non-Participating Dentist** - A Dentist who has NOT signed a written provider service agreement agreeing to service the program identified in this Certificate. Anthem will reimburse Non-Participating Dentists according to the Maximum Allowed Amount for Non-Participating Dentists.

**Open Enrollment** - An enrollment period when any eligible Subscriber or Dependent of the Group may apply for this coverage.

**Participating Dentist** - A Dentist who has signed a written provider service agreement agreeing to service the program identified in this Certificate. The Dentist has agreed to accept the Maximum Allowed Amount as payment in full for dental care covered under this Certificate.

**Plan (or We, Us, Our)** - Anthem Blue Cross Life and Health Insurance Company. Also referred to as "Anthem".

**Premium** - The periodic charges due which the Member or the Group must pay the Plan to maintain coverage.

**Pretreatment Estimate** - A request by a Member or Dentist to Anthem in advance of a Dental Service being provided to determine the Member's benefits, estimate the Maximum Allowed Amount, and estimate the amount of the Member's financial liability. A Pretreatment Estimate is not a guaranty of benefits or a guaranty of payment of benefits.

**Prior Plan** - The plan sponsored by the Group which was replaced by the benefits under this Certificate within 60 days. You are considered covered under the Prior Plan if you: (1) were covered under the Prior Plan on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this Certificate's Effective Date; and (3) had coverage terminate solely due to the Prior Plan's termination.

**Provider** - A duly licensed person or facility that provides services within the scope of an applicable license and is a person or facility that the Plan approves. This includes any Provider rendering services that are required by applicable state law to be covered when rendered by such Provider.

**Subscriber** - An employee or Member of the Group who is eligible to receive benefits under the Group Dental Contract.

## SUMMARY OF BENEFITS

The Summary of Benefits is a summary of the Deductibles, Coinsurance and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section of this Certificate for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of this Certificate including any attachments or riders.

<b>Coverage Year:</b>	Calendar Year
<b>Dependent Age Limit:</b>	To the end of the month in which the child attains age 26.
<b>Benefit Waiting Period:</b>	There are no benefit waiting periods.

### DENTAL COVERED SERVICES

After you have satisfied the Deductible, We will pay benefits for Covered Services at the percentage or applicable amount up to the Maximum Allowed Amount for each completed Dental Service. The Maximum Allowed Amount payable for each Dental Procedure is determined by Anthem, and there may be different levels of reimbursement for the Maximum Allowed Amount depending upon whether you elect to receive services from a Participating or a Non-Participating Dentist.

	<b>Participating Dentist</b>	<b>Non-Participating Dentist</b>
<b>Diagnostic and Preventive Services* **</b>	100%	100%
<b>Basic Restorative Services</b>	80%	80%
<b>Endodontic Services</b>	80%	80%
<b>Periodontic Services</b>	70%	70%
<b>Oral Surgery Services</b>	80%	80%
<b>Major Restorative Services</b>	70%	70%
<b>Prosthetic Services</b>	70%	70%
<b>Orthodontic Services*</b>	50%	50%

\*Not subject to the Deductible

\*\* (Not subject to the Coverage Year Maximum)

**DENTAL BENEFIT MAXIMUMS (combined for Participating and Non-Participating Dentists)**

**Coverage Year Maximum.** Your combined benefits, excluding diagnostic and preventive services and orthodontics, are subject to the Coverage Year Maximum. We will not pay any benefit in excess of that amount during a Coverage Year.

**Orthodontic Services Lifetime Maximum.** Your orthodontic benefits are subject to the Orthodontic Services Lifetime Maximum. We will not pay any orthodontic benefits in excess of that amount during a Member's lifetime.

Coverage Year Maximum \$1,500.00 per Member

Orthodontic Services Lifetime Maximum \$1,500.00 per Member

**Note:** The maximum Orthodontic benefit payment is \$750.00 per calendar year until the Orthodontic Services Lifetime Maximum of \$1,500.00 is met.

**DEDUCTIBLES (combined for Participating and Non-Participating Dentists)**

You are responsible for satisfying the Deductibles before We pay for benefits. If 3 family Members satisfy their individual Deductible, the family Deductible will be met. Only charges that are considered a Maximum Allowed Amount will apply toward satisfaction of the Deductibles. **Exception:** The Deductible does not apply to Diagnostic and Preventive or Orthodontic Services.

Per Member \$25.00

Per Family \$75.00

# ELIGIBILITY AND ENROLLMENT

## HOW COVERAGE BEGINS

### ELIGIBLE STATUS

1. **Subscribers.** You are eligible to enroll for coverage as a *subscriber* if you are a regular *full-time employee* who actively works at least 30 hours a week in the conduct of the business of CENTRAL GARDEN & PET (or the minimum required by your organization) or any of its *participating employers*.

**Ineligible Classes:** Certain classes of employees, such as leased employees and independent contractors, are not eligible to participate in this *plan*. If the employer subsequently is required by a government agency, court or other tribunal to reclassify such persons as an employees, such employees will not be eligible to participate in this *plan* until the time they are specifically designated by the employer to be eligible employees. The designation will provide for eligibility only prospectively from the time the designation is made.

2. **Dependents.** The following are eligible to enroll as *dependents*: (a) The *subscriber's spouse*; and (b) A *child*.

### Definition of Dependent

1. **Spouse** is the *subscriber's* spouse under a legally valid marriage. Spouse does not include any person who is: (a) covered as a *subscriber*; or (b) in active service in the armed forces.
2. The Subscriber's **Domestic Partner**, if Domestic Partner coverage is allowed under the Group's Plan. Please contact the Employer to determine if Domestic Partners are eligible under this Plan. Domestic Partners are under a legally registered and valid domestic partnership. Domestic partner does not include any person who is: (a) covered as a Subscriber; or (b) in active service in the armed forces.

For purposes of this Plan, a Domestic Partner shall be treated the same as a spouse, and a Domestic Partner's child, adopted child, or child for whom a Domestic Partner has legal guardianship shall be treated the same as any other child.

Any federal or state law that applies to a Member who is a spouse or child under this Plan shall also apply to a Domestic Partner or a Domestic Partner's child who is a Member under this Plan. This includes but is not limited to, COBRA, FMLA, and COB. A Domestic Partner's or a Domestic Partner's child's coverage ends on the date of dissolution of the Domestic Partnership.

3. **Child** is the *subscriber's* or *spouse's* natural child, stepchild, legally adopted child, foster child, or a child for whom the *subscriber* or *spouse* has been appointed legal guardian by a court of law, subject to the following:
  - a. The child is under 26 years of age.
  - b. The unmarried child is 26 years of age or older and: (i) was covered under the *prior plan*, was covered as a *dependent member* of the *subscriber* under another plan or health insurer, or has six or more months of other *creditable coverage*, (ii) is chiefly dependent on the *subscriber* or *spouse* for support and maintenance, and (iii) is incapable of self-sustaining employment due to a physical or mental condition. A *physician* must certify in writing that the child is incapable of self-sustaining employment due to a physical or mental condition. We must receive the certification, at no expense to us, within 60 days of the date the *subscriber* receives our request. We may request proof of continuing dependency and that a physical or mental condition still exists, but not more often than once each year after the initial certification. This exception will last until the child is no longer chiefly dependent on the *subscriber* or *spouse* for support and maintenance due to a continuing physical or mental condition. A child is considered chiefly dependent for support and maintenance if he or she qualifies as a dependent for federal income tax purposes.
  - c. A child who is in the process of being adopted is considered a legally adopted child if we receive

legal evidence of both: (i) the intent to adopt; and (ii) that the *subscriber* or *spouse* have either: (a) the right to control the health care of the child; or (b) assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child's adoption.

Legal evidence to control the health care of the child means a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or relinquishment form, signed by the child's birth parent, or other appropriate authority, or in the absence of a written document, other evidence of the *subscriber's* or the *spouse's* right to control the health care of the child.

- d. A child for whom the *subscriber* or *spouse* is a legal guardian is considered eligible on the date of the court decree (the "eligibility date"). We must receive legal evidence of the decree.
- e. The term "child" does not include any person who is: (i) covered as a *subscriber*, or (ii) in active service in the armed forces.
- f. If both parents are covered as *subscribers*, their children may be covered as the *dependents* of either, but not of both.

#### **ELIGIBILITY DATE**

- 1. For *subscribers*, you become eligible for coverage if you are a regular *full-time employee* when you are newly-hired, on the first day of the month following 30 days of employment. (This is your "waiting" period.) For any other employee, please contact your Human Resources for specific information regarding eligibility rules for coverage.
- 2. For *dependents*, you become eligible for coverage on the later of: (a) the date the *subscriber* becomes eligible for coverage; or (b) the date you meet the *dependent* definition.

**Exception to the Waiting Period:** If, after you become covered under this *plan*, you cease to be eligible due to termination of employment, and you return to an eligible status within three months after the date your employment terminated, you will become eligible to re-enroll for coverage on the first day of the month following the date you return.

#### **ENROLLMENT**

To enroll as a *subscriber*, or to enroll *dependents*, the *subscriber* must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to us within 31 days from your eligibility date. The *claims administrator* must receive this application from us within 90 days. If any of these steps are not followed, your coverage may be denied.

#### **EFFECTIVE DATE**

Your effective date of coverage is subject to the timely payment of the required monthly contribution on your behalf. The date you become covered is determined as follows:

- 1. **Timely Enrollment.** If you enroll for coverage before, on, or within 31 days after your eligibility date, then your coverage will begin as follows: (a) for *subscribers*, on your eligibility date; and (b) for *dependents*, on the later of (i) the date the *subscriber's* coverage begins, or (ii) the first day of the month after the *dependent* becomes eligible, or (iii) for a newborn child, coverage is effective from the moment of birth. However, if you do not enroll the newborn child within 31 days, the newborn is covered for only 31 days (including the date of birth).
- 2. **Late Enrollment.** If you do not enroll within the 31 day period after your eligibility date, you must wait until our next Open Enrollment Period to enroll. You may enroll earlier than our next Open Enrollment Period if you meet any of the conditions listed under SPECIAL ENROLLMENT FOR MAJOR LIFE EVENTS.
- 3. **Disenrollment.** If you voluntarily choose to disenroll from coverage under this *plan*, you will be eligible to reapply for coverage as set forth in the "Enrollment" provision above, during our next Open Enrollment Period (see OPEN ENROLLMENT PERIOD). You may enroll earlier than our next Open

Enrollment Period if you meet any of the conditions listed under SPECIAL ENROLLMENT FOR MAJOR LIFE EVENTS.

**SPECIAL ENROLLMENT FOR MAJOR LIFE EVENTS.** During the year, the *subscriber* can make changes for him or herself and any eligible *dependents* if any of the Major Life Events noted below occur. Unless stated otherwise, the *subscriber* must submit a Major Life Event form to us within 31 days of the event, or as otherwise indicated below. If that does not take place within the applicable time frame, the *subscriber* must wait until our next Open Enrollment Period to accomplish such change.

- Marriage, reconciliation of legal separation
- Divorce, legal separation, or annulment
- Birth or legal adoption of a *child*
- Change in legal custody of *dependents*
- *Child* is no longer eligible for coverage (e.g. *child* joins the military service, or reaches the maximum age limit)
- Death of *spouse/child*
- *Subscriber* has lost coverage under another health plan wherein he or she was covered as the primary insured or a dependent, including coverage under a COBRA or CalCOBRA continuation.
- *Spouse* gains employment or becomes eligible for benefits through employer
- *Spouse's* employment terminates or he/she is no longer eligible for benefits through employer
- *Subscriber* on severance becomes employed or becomes eligible for benefits through employer
- A major change in the place of residence or work of the *subscriber*, the *subscriber's spouse*, or dependent *child*
- A court has ordered coverage be provided for a *spouse* under the *subscriber's* health plan and application is filed within 31 days from the date the court order is issued.
- A Qualified Medical Child Support Order (QMCSO) requires the *subscriber* to provide for medical coverage for his or her child(ren) or relieves the *subscriber* from the responsibility of providing medical coverage for his or her child(ren). If coverage under the *subscriber's* plan is required, the *subscriber* must file the application within 31 days from the date the court order is issued.
- The *subscriber* or *spouse* become eligible for Medicare and elect Medicare as the sole medical coverage.
- You meet or exceed a lifetime limit on all benefits under another health plan. Application must be made within 31 days of the date a claim or a portion of a claim is denied due to your meeting or exceeding the lifetime limit on all benefits under the other plan. Coverage will be effective on the first day of the month following the date you file the enrollment application.
- If you lose coverage under a state Medicaid plan or a state child health insurance program (SCHIP), including the Healthy Families Program or the Access for Infants and Mothers (AIM) Program, coverage ended because you lost eligibility under the program, you must properly file an application with the *plan administrator* within 60 days after the date your coverage ended.

- You become eligible for assistance, with respect to the cost of coverage under the employer's group *plan*, under a state Medicaid or SCHIP health plan, including any waiver or demonstration project conducted under or in relation to these plans. You must properly file an application with the *plan administrator* within 60 days after the date you are determined to be eligible for this assistance.

#### **OPEN ENROLLMENT PERIOD**

There is an Open Enrollment Period once each *year*. That period of time is determined by agreement between us and the *claims administrator*. During that time, an individual who meets the eligibility requirements as a *subscriber* under this *plan* may enroll. A *subscriber* may also enroll any eligible *dependents* at that time. Persons eligible to enroll as *dependents* may enroll only under the *subscriber's plan*.

For anyone so enrolling, coverage under this *plan* will begin on the January 1 following the Open Enrollment Period. Coverage under the former plan ends when coverage under this *plan* begins.

## TERMINATION AND CONTINUATION

Except as otherwise provided, your coverage may terminate in the following situations. The information provided below is general and the actual effective date of termination may vary based on your Group's agreement with Us and your specific circumstances, such as whether Premium has been paid in full.

### Termination of Coverage

Your coverage and that of your eligible Dependents ceases on the earliest of the following dates:

- a) The end of the month in which (1) you cease to be eligible; (2) your Dependent is no longer eligible as a Dependent under the Certificate.
- b) On the date the Certificate is terminated.
- c) On the date the Group terminates the Certificate by failure to pay the Premiums, except as a result of inadvertent error.
- d) The date contribution for coverage under the Certificate is not made when due.

For extended eligibility, see Continuation of Coverage.

### Continuation of Coverage (COBRA)

Dental benefits may be continued should any of the following events occur, provided that at the time of occurrence this Certificate remains in effect and you or your spouse or your Dependent child is a Member under this Certificate:

QUALIFYING EVENT	WHO MAY CONTINUE	MAXIMUM CONTINUATION PERIOD
Employment ends, retirement, leave of absence, lay-off, or employee becomes ineligible (except gross misconduct dismissal)	Subscriber and Dependents	Earliest of: 1. 18 months, or 2. Enrollment in other group coverage or Medicare, or 3. Date coverage would otherwise end.
Divorce, marriage dissolution, or legal separation	Former spouse and any Dependent children who lose coverage	Earliest of: 1. 36 months, or 2. Enrollment date in other group coverage or Medicare, or 3. Date coverage would otherwise end.
Death of Subscriber	Surviving spouse and Dependent children	Earliest of: 1. 36 months, or 2. Enrollment date in other group coverage or Medicare, or 3. Date coverage would otherwise end.

Dependent child loses eligibility	Dependent child	Earliest of: 1. 36 months, or 2. Enrollment date in other group coverage or Medicare, or 3. Date coverage would otherwise end.
Dependents lose eligibility due to Subscriber's entitlement to Medicare	Spouse and Dependents	Earliest of: 1. 36 months, or 2. Enrollment date in other group coverage or Medicare, or 3. Date coverage would otherwise end.
Subscriber's total disability	Subscriber and Dependents	Earliest of: 1. 29 months, or 2. Date total disability ends, or 3. Enrollment date in other group coverage or Medicare.
Retirees of employer filing Chapter 11 bankruptcy (includes substantial reduction in coverage within 1 year of filing)	Retiree and Dependents	Earliest of: 1. Enrollment date in other group coverage, or 2. Death of retiree or Dependent electing COBRA.
Surviving Dependents of retiree on lifetime continuation due to the bankruptcy of the employer	Surviving spouse and Dependents	Earliest of: 1. 36 months following retiree's death, or 2. Enrollment date in other group coverage.

You or your eligible Dependents have 60 days from the date you lose coverage, due to one of the events described above, to inform the Group that you wish to continue coverage.

1. Choosing Continuation

If you lose coverage, your employer must notify you of the option to continue coverage within 14 days after employment ends. If coverage for your Dependent ends because of divorce, legal separation, or any other change in Dependent status, you or your covered Dependents must notify your employer within 60 days.

You or your covered Dependents must choose to continue coverage by notifying the employer in writing. You or your covered Dependents have 60 days to choose to continue, starting with the date of the notice of continuation or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will make you or your covered Dependents ineligible to choose continuation at a later date. You or your covered Dependents have 45 days from the date of choosing continuation to pay the first continuation charges. After this initial grace period, you or your covered Dependents must pay charges monthly in advance to the employer to maintain coverage in force.

Charges for continuation are the group rate plus a two percent administration fee. All charges are paid directly to your employer. If you or your covered Dependents are totally disabled, charges for continuation are the group rate plus a two percent administration fee for the first 18 months. For months 19 through 29, the employer may charge the group rate plus a 50 percent administration fee.

## 2. Second qualifying event

If a second qualifying event occurs during continuation, a Dependent qualified beneficiary may be entitled to election rights of their own and an extended continuation period. This rule only applies when the initial qualifying event for continuation is the employee's termination of employment, retirement, leave of absence, layoff, or reduction of hours.

When a second qualifying event occurs such as the death of the former covered employee, the Dependent must notify the employer of the second event within 60 days after it occurs in order to continue coverage. In no event will the first and second period of continuation extend beyond the earlier of the date coverage would otherwise terminate or 36 months.

A qualified beneficiary is any individual covered under the health plan the day before the qualified event as well as a child who is born or placed for adoption with the covered employee during the period of continuation coverage.

## 3. Terminating Continuation of Coverage - COBRA

Continuation of Coverage - COBRA for you and your eligible Dependents, if selected, shall terminate on the last day of the month in which any of the following events first occur:

- a) The expiration of the specified period of time for which Continuation of Coverage - COBRA can be maintained; as mandated by applicable State or Federal law;
- b) This Certificate is terminated by the Group Subscriber;
- c) The Group Subscriber's or Member's failure to make the payment for the Member's Continuation of Coverage

Questions regarding Continuation of Coverage - COBRA should be directed to your employer. Your employer will explain the regulations, qualifications and procedures required when you continue coverage.

## DENTAL PROVIDERS AND CLAIMS PAYMENT

You do not have to select a particular Dentist to receive dental benefits. You have the freedom to choose the Dentist you want for your dental care. However, your Dentist choice can make a difference in the benefits you receive and the amount you pay. You may have additional out-of-pocket costs if your Dentist is a Non-Participating Dentist. There may be differences in the payment amount compared with a Participating Dentist if your Dentist is a Non-Participating Dentist.

**PAYMENTS ARE MADE BY ANTHEM ONLY WHEN THE COVERED DENTAL PROCEDURES HAVE BEEN COMPLETED. THE PLAN MAY REQUIRE ADDITIONAL INFORMATION FROM YOU OR YOUR PROVIDER BEFORE A CLAIM CAN BE CONSIDERED COMPLETE AND READY FOR PROCESSING. IN ORDER TO PROPERLY PROCESS A CLAIM, THE PLAN MAY BE REQUIRED TO ADD AN ADMINISTRATIVE POLICY LINE TO THE CLAIM. DUPLICATE CLAIMS PREVIOUSLY PROCESSED WILL BE DENIED.**

Requests for information is subject to all applicable California confidentiality requirements, including California laws that prohibit use of HIV and or AIDS/ARC status for purposes of determining insurability.

This section describes how We determine the amount of reimbursement for Covered Services. Reimbursement for Dental Services rendered by Participating and Non-Participating Dentists is based on the Maximum Allowed Amount for the type of service performed. There may be different levels of reimbursement for the Maximum Allowed Amount depending upon whether you elect to receive services from a Participating or a Non-Participating Dentist.

The Maximum Allowed Amount is the maximum amount of reimbursement Anthem will pay for Dental Services provided by a Dentist to a Member and which meet Our definition of a Covered Service.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Coinsurance. In addition, when you receive Covered Services from a Non-Participating Dentist, you may be responsible for paying any difference between the Maximum Allowed Amount and the Dentist's actual charges. This amount may be significant.

When you receive Covered Services from a Dentist, We will apply processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and determine whether the provider submitted the claim with the correct dental procedure code(s). Applying these rules may affect the Maximum Allowed Amount. For example, your Dentist may have submitted the claim using several procedure codes when there is a single procedure code that includes all or a combination of the procedures that were performed. When this occurs, Our payment will be based on a single Maximum Allowed Amount for the single procedure code rather than a separate Maximum Allowed Amount for each billed procedure amount.

Likewise, when multiple procedures are performed on the same day by the same dental Provider or other dental Providers, We may reduce the Maximum Allowed Amount for those additional procedures, because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent a duplicate payment for a Dental Procedure that may be considered incidental or inclusive.

**IMPORTANT:** If you opt to receive dental services that are not covered services under this policy, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost for each service. If you would like more information about dental coverage options, you may call member services at (877) 567-1804 or your insurance broker. To fully understand your coverage, you may wish to carefully review this evidence of coverage document.

## **PROVIDER NETWORK STATUS**

The Maximum Allowed Amount may vary depending upon whether the Provider is a Participating Dentist or a Non-Participating Dentist. There may be different levels of reimbursement for the Maximum Allowed Amount depending upon whether you elect to receive services from a Participating Dentist or a Non-Participating Dentist.

### **Participating Dentists**

A Participating Dentist is a Dentist who has signed a written provider service agreement agreeing to service the program identified in this Certificate. For Covered Services performed by a Participating Dentist, the Maximum Allowed Amount is the rate the Dentist has agreed to accept as reimbursement for Covered Services or the Dentist's actual charges, whichever is less. Because Participating Dentists have agreed to accept the Maximum Allowed Amount as payment in full for services, they should not send you a bill or collect for amounts above the agreed upon Maximum Allowed Amount. However, you may receive a bill or be asked to pay a portion of the Maximum Allowed Amount to the extent you have exhausted your coverage for the service, have not met your Deductible, have a Coinsurance, have received non-covered services, or have exceeded the dental benefit maximum as outlined in the Summary of Benefits. Please call Our Customer Service Department at (877) 567-1804 for help in finding a Participating Dentist or visit Our website at [www.anthem.com/ca/mydental](http://www.anthem.com/ca/mydental).

### **Non-Participating Dentists**

Dentists who have NOT signed a written provider service agreement agreeing to service the program identified in this Certificate are considered Non-Participating Dentists. For Covered Services you receive from a Non-Participating Dentist, the Maximum Allowed Amount will be the lesser of the Dentist's actual charges or an amount based on Our Non-Participating provider fee schedule/rate, which We reserve the right to modify from time to time, after considering one or more of the following: record fee data, reimbursement amounts accepted by like/similar providers contracted with Anthem, reimbursement amounts accepted by like/similar providers for the same services or supplies, or other industry cost, reimbursement and utilization data.

Unlike Participating Dentists, Non-Participating Dentists may send you a bill and collect for the amount of the Dentist's charge that exceeds Our Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Non-Participating Dentist charges. This amount may be significant. Choosing a Participating Dentist will likely result in lower out of pocket costs to you. Please call Customer Service Department at (877) 567-1804 for help in finding a Participating Dentist or visit Our website at [www.anthem.com/ca/mydental](http://www.anthem.com/ca/mydental).

Customer Service is also available to assist you in determining the Maximum Allowed Amount for a particular service from a Non-Participating Dentist. In order for Us to assist you, you will need to obtain the specific procedure code(s) from your Dentist for the services the Dentist will render. You will also need to know the Dentist's charges to calculate your out of pocket responsibility. Although Customer Service can assist you with this pre-service information, the Maximum Allowed Amount for your claim will be based on the actual claim submitted.

## **MEMBER COST SHARE**

For certain Covered Services and depending on your dental program, you may be required to pay a part of the Maximum Allowed Amount (for example, Deductible and/or Coinsurance). Your Deductible and Coinsurance cost share amount and out-of-pocket limits may vary depending on whether you received services from a Participating or Non-Participating Dentist. Specifically, you may pay higher cost sharing amounts or incur benefit limits when using Non-Participating Dentists. Please see the Summary of Benefits in this Certificate for your cost share responsibilities and limitations, or call Customer Service to learn how this Certificate's benefits or cost share amounts may vary by the type of Dentist you use.

## **Payment of Benefits**

You authorize Us to make payments directly to Participating Dentists for Covered Services. We also reserve the right to make payments directly to you. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims, an Alternate Recipient, or that person's custodial parent or designated representative. Any payments made by Us will discharge Our obligation to pay for Covered Services.

Once a Provider gives a Covered Service, We will not honor a request for Us to withhold payment of the claims submitted.

The Member is responsible for all treatment charges made by a Non-Participating Dentist. When services are obtained from a Non-Participating Dentist, any benefits payable under the group contract are paid directly to the Member unless you assign the payment directly to the provider of the dental service by indicating so on the claim form.

## **Notice of Claim**

We are not liable under the Certificate, unless We receive written notice that Covered Services have been given to you. An expense is considered incurred on the date the service or supply was given.

The notice must be given to Us within 20 days of receiving the Covered Services. Failure to give Us notice within 20 days will not reduce any benefit if you show that the notice was given as soon as reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Anthem at P.O. Box 1115, Minneapolis, Minnesota 55440-1115, or to any authorized agent of Anthem, with information sufficient to identify the insured, shall be deemed notice to Anthem.

Any benefits due under this Certificate shall be due once We have received proper, written proof of claim, together with such reasonably necessary additional information We may require to determine Our obligation. In the event We do not pay a claim within 30 days of receipt of proof of claim, We will pay interest at the rate required by law on the benefits due under the terms of the Certificate.

## **Claim Forms**

Many Providers will file a claim form for you. If the forms are not available, send Us a notice of claim or contact customer service and ask for claim forms to be sent to you. The form will be sent to you within 15 days. After We receive a written notice of claim, We will give you any forms you need to file proof of claim. If We do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of claim by sending Us written proof of the occurrence, character, and the extent giving rise to the claim. Such proof must include:

- Name of patient
- Patient's relationship with the Subscriber
- Identification number
- Date, type and place of service
- Your signature and the Provider's signature

Claims should be submitted to:

Anthem Blue Cross Life and Health Insurance Company  
PO Box 1115  
Minneapolis, MN 55440-1115  
(877) 567-1804

### **Proof of Claim**

Written proof of claim must be submitted to Us within 12 months after the date of the event for which claim is made. If proof of claim is not sent within the time required, the claim will not be reduced or denied if it was not possible to send proof within this time. However, the proof must be sent as soon as reasonably possible. In any case, the proof required must be sent to Us no later than one year following the 12 month period specified, unless you were legally incapacitated.

### **Time of Payment of Claim**

Any benefits due under this Certificate shall be paid immediately once We receive written proof of claim together with any information necessary to determine Our obligation. Should loss of life occur, We will pay benefits to your designated beneficiary. If you have no designated beneficiary, We will pay benefits to your estate.

### **Explanation of Benefits**

After you receive dental care, you will often receive an Explanation of Benefits (EOB). The EOB is a summary of the coverage you receive. The EOB is not a bill, but a statement from Us to help you understand the coverage you are receiving. The EOB shows:

- total amounts charged for services/supplies received;
- the amount of the charges satisfied by your coverage;
- the amount for which you are responsible (if any);
- general information about your Appeals rights and for ERISA plans, information regarding the right to bring an action after the Appeals process.

## COVERED SERVICES

### **Pretreatment Estimate** (Estimate of Benefits)

IT IS RECOMMENDED, BUT NOT REQUIRED, THAT A PRETREATMENT ESTIMATE BE SUBMITTED TO ANTHEM PRIOR TO TREATMENT IF YOUR DENTAL TREATMENT INVOLVES MAJOR RESTORATIVE, PERIODONTICS, PROSTHETICS OR ORTHODONTIC CARE (SEE DESCRIPTION OF COVERAGES), TO ESTIMATE THE MAXIMUM ALLOWED AMOUNT. THE PRETREATMENT ESTIMATE IS A VALUABLE TOOL FOR BOTH THE DENTIST AND YOU. SUBMITTING A PRETREATMENT ESTIMATE ALLOWS THE DENTIST AND YOU TO KNOW WHAT BENEFITS ARE AVAILABLE TO YOU BEFORE BEGINNING TREATMENT. THE PRETREATMENT ESTIMATE WILL OUTLINE YOUR RESPONSIBILITY TO THE DENTIST WITH REGARD TO COINSURANCE, DEDUCTIBLES AND NON-COVERED SERVICES. THIS WILL ALLOW THE DENTIST AND YOU TO MAKE ANY NECESSARY FINANCIAL ARRANGEMENTS BEFORE TREATMENT BEGINS. THIS PROCESS DOES NOT PRIOR AUTHORIZE THE TREATMENT NOR DETERMINE ITS DENTAL OR MEDICAL NECESSITY. THE ESTIMATED MAXIMUM ALLOWED AMOUNT IS BASED ON YOUR CURRENT ELIGIBILITY AND CONTRACT BENEFITS IN EFFECT AT THE TIME OF THE COMPLETED SERVICE. SUBMISSION OF OTHER CLAIMS OR CHANGES IN ELIGIBILITY OR THE CONTRACT MAY ALTER FINAL PAYMENT. THIS IS NOT A GUARANTEE OF BENEFITS.

After the examination, your Dentist will establish the dental treatment to be performed. If the dental treatment necessary involves major restorative, periodontics, prosthetics or orthodontic care, you should submit a claim form to Anthem outlining the proposed treatment. Anthem will determine if the proposed treatment is covered and estimate the Maximum Allowed Amount, including your responsibility for Coinsurance, Deductibles and non-covered services.

A statement will be sent to you and your Dentist estimating the amount of the Maximum Allowed Amount, including the amount that you will owe. These estimates will be subject to your continuing eligibility and the Group Contract remaining in effect. If claims for other completed Dental Services are received and processed prior to the completion date of the proposed treatment, this may reduce Anthem's estimated Maximum Allowed Amount for the proposed treatment and increase your obligation to the Dentist.

TO AVOID ANY MISUNDERSTANDING OF THE MAXIMUM ALLOWED AMOUNT OR THE AMOUNT THAT YOU WILL OWE, ASK YOUR DENTIST ABOUT HIS OR HER PARTICIPATION STATUS AND IF HE OR SHE HAS AGREED TO SERVICE THIS DENTAL PROGRAM PRIOR TO RECEIVING DENTAL CARE.

You will be responsible for payment of any Deductibles and Coinsurance amounts and any dental treatment that is not considered a Covered Service under your Certificate.

The Plan covers the following Dental Procedures when they are performed by a licensed Dentist and when necessary and customary as determined by the standards of generally accepted dental practice. The benefits under this Certificate shall be provided whether the Dental Procedures are performed by a duly licensed physician or a duly licensed Dentist, if otherwise covered under this Certificate, provided that such Dental Procedures can be lawfully performed within the scope of a duly licensed Dentist.

As a condition precedent to the approval of claim payments, the Plan shall be entitled to request and receive, to such extent as may be lawful, from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, such information and records relating to a Member as may be required to pay claims. Also, the Plan may require that a Member be examined by a dental consultant retained by Anthem in or near the Member's place of residence. Anthem and the Plan shall hold such information and records confidential.

Anthem does not determine whether a service submitted for payment or benefit under this Certificate is the appropriate Dental Procedure to treat a specific condition or restore dentition for an individual. The Plan evaluates Dental Procedures submitted to determine if the procedure is a covered benefit. Your coverage includes a preset schedule of Dental Services that are eligible for benefit by Anthem. Other Dental Services may be recommended or prescribed by your Dentist that offer you an enhanced cosmetic appearance, or are more frequent than covered by Anthem. While these services may be prescribed by your Dentist, they may not be a Dental Service that is benefited by Anthem or they may be a service where Anthem provides a payment allowance for a service that is considered to be optional treatment. If Anthem gives you a payment allowance for optional treatment that is covered, you may apply this Anthem payment to the service prescribed by your Dentist which you elected to receive. Services that are not covered by Anthem or exceed the frequency of plan benefits do not imply that the service is or is not necessary to treat your specific dental condition. You are responsible for Dental Services that are not covered or benefited by Anthem. The determination of services necessary to meet your individual dental needs is between you and your Dentist.

ONLY those services listed below are covered. Deductibles and Dental Benefit Maximums are listed under the Summary of Benefits. Covered Services are subject to the limitations within the Benefits, Exclusions and Limitations sections described below. For estimates of Covered Services, please see the "Pretreatment Estimate" section of this Certificate.

#### PREVENTIVE CARE (Diagnostic & Preventive Services)

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##### Limited Oral Evaluations.

**Oral Evaluations** - Covered 2 times per calendar year.

NOTE: Comprehensive oral evaluations will be benefited 1 time per dental office, subject to the 2 times per calendar year limitation. Any additional comprehensive oral evaluations performed by the same dental office will be benefited as a periodic oral evaluation and will be subject to the 2 times per calendar year limitation.

##### Radiographs (X-rays)

- **Bitewings** - Covered at 2 series of bitewings per 12-month period.
- **Full Mouth (Complete Series) or Panoramic** - Covered 1 time per 36-month period.
- **Periapical(s).**
- **Occlusal.**
- **Extraoral.**

##### Dental Cleaning

- **Prophylaxis** - Any combination of this procedure or periodontal maintenance (see Periodontics section) is covered 2 times per calendar year.

Prophylaxis is a procedure to remove plaque, tartar (calculus), and stain from teeth.

NOTE: A prophylaxis performed on a Member under the age of 14 will be benefited as a child prophylaxis. A prophylaxis performed on a Member age 14 or older will be benefited as an adult prophylaxis.

**Fluoride Treatment** (Topical application of fluoride) - Covered 2 times per calendar year.

**Sealants or Preventive Resin Restorations** - Any combination of these procedures is covered 1 time per 36-month period for permanent first and second molars of eligible Dependent children through the age of 16.

**Space Maintainers** - Covered 1 time per lifetime on eligible Dependent children through the age of 16 for extracted primary posterior (back) teeth.

LIMITATION: Repair or replacement of lost/broken appliances are not a covered benefit.

#### **Recementation of Space Maintainer.**

EXCLUSIONS - Coverage is NOT provided for:

1. Oral hygiene instructions, including guidance regarding home care. Some examples of oral hygiene instructions includes instructions or guidance on tooth brushing technique, flossing, and/or use of special oral hygiene aids.
2. Amalgam or composite restorations placed for preventive purposes.

### **Basic Restorative Services**

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**Emergency Treatment** - Emergency (palliative) treatment for the temporary relief of pain or infection.

**Consultations.**

**Office visits.**

**Amalgam (silver) Restorations** - Treatment to restore decayed or fractured permanent or primary teeth.

#### **Composite (white) Resin Restorations**

- **Anterior (front) Teeth** - Treatment to restore decayed or fractured permanent or primary anterior (front) teeth.
- **Posterior (back) Teeth** - Treatment to restore decayed or fractured permanent or primary posterior (back) teeth.

LIMITATION: Coverage for amalgam or composite restorations shall be limited to only 1 service per tooth surface per 24-month period.

#### **Basic Tooth Extractions**

- Removal of coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth
- Extraction of erupted tooth or exposed root

**Restorative cast post and core build-up, including pins and posts** - See benefit coverage description under Complex or Major Restorative Services.

**Sedative filling.**

EXCLUSIONS - Coverage is NOT provided for:

1. Case presentation of detailed treatment plans.
2. Athletic mouthguard, enamel microabrasion, and odontoplasty.
3. Tooth whitening agents, tooth bonding and veneers.
4. Placement or removal of base or liner used under a restoration.

5. Pulp vitality tests.
6. Diagnostic casts.
7. Secondary diagnostic tests in addition to the primary therapy.
8. Amalgam or composite restorations placed for preventive purposes.
9. Analgesia, analgesia agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care.
10. Brush biopsy.

### **Endodontic Services (Nerve or Pulp Treatment)**

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#### **Endodontic Therapy on Primary Teeth**

- **Pulpal Therapy**
- **Therapeutic Pulpotomy**

LIMITATION: All of the above procedures are covered 1 time per tooth per lifetime.

#### **Endodontic Therapy on Permanent Teeth**

- **Root Canal Therapy and Retreatments**

LIMITATION: Covered 1 time per 10 years.

**Apicoectomy.**

**Retrograde filling.**

**Root Amputation.**

**Hemisection.**

EXCLUSIONS - Coverage is NOT provided for:

1. Retreatment of endodontic services that have been previously benefited under the Certificate.
2. Removal of pulpal debridement, pulp cap, post, pin(s), resorbable or non-resorbable filling material(s) and the procedures used to prepare and place material(s) in the canals (root).
3. Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment and bleaching of discolored teeth.
4. Intentional reimplantation.
5. Apexification.

### **Periodontal Services (Gum & Bone Treatment)**

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**Periodontal Maintenance** - A procedure that includes removal of bacteria from the gum pocket areas, scaling and polishing of the teeth, periodontal evaluation and gum pocket measurements for patients who have completed previous surgical or nonsurgical periodontal treatment.

LIMITATION: Any combination of this procedure and dental cleanings (see Diagnostic and Preventive section) is covered 2 times per calendar year.

**Basic Non Surgical Periodontal Care** - Treatment of diseases of the gingival (gums) and bone supporting the teeth.

- **Periodontal scaling & root planing** - Covered 1 time per 24 months if the tooth has a pocket depth of 4 millimeters or greater.
- **Full mouth debridement** - Covered 2 times per lifetime.

**Complex Surgical Periodontal Care** - Surgical treatment of diseases of the gingival (gums) and bone supporting the teeth. The following services are considered complex surgical periodontal services under this Certificate.

- **Gingivectomy/gingivoplasty;**
- **Gingival flap;**
- **Apically positioned flap;**
- **Osseous surgery;**
- **Bone replacement graft;**
- **Pedicle soft tissue graft;**
- **Free soft tissue graft;**
- **Subepithelial connective tissue graft;**
- **Soft tissue allograft;**
- **Combined connective tissue and double pedicle graft;**
- **Distal/proximal wedge - LIMITATION: Covered on natural teeth only.**

LIMITATION: Only 1 complex surgical periodontal service is a benefit covered 36-month period per single tooth or multiple teeth in the same quadrant and only if the pocket depth of the tooth is 5 millimeters or greater.

**Chemotherapeutic agents** - Covered 12 times per 12-month period.

EXCLUSIONS - Coverage is NOT provided for:

1. Procedures designed to enable prosthetic or restorative services to be performed such as crown lengthening.
2. Bacteriologic tests for determination of periodontal disease or pathologic agents.
3. The controlled release of therapeutic agents or biologic modifiers used to aid in soft tissue and osseous tissue regeneration.
4. Provisional splinting, temporary procedures or interim stabilization of teeth.
5. Analgesia, analgesic agents, anxiolysis, inhalation of nitrous oxide or therapeutic drug injections, drugs, or medicaments for non-surgical and surgical periodontal care, regardless of the method of administration.

## **Oral Surgery Services (Tooth, Tissue, or Bone Removal)**

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### **Complex Surgical Extractions**

- Surgical removal of erupted tooth
- Surgical removal of impacted tooth
- Surgical removal of residual tooth roots

### **Other Complex Surgical Procedures**

- Alveoloplasty
- Vestibuloplasty

LIMITATION: The Other Complex Surgical Procedures are covered only when required to prepare for dentures and is a benefit covered once in a 60-month period.

**Intravenous Conscious Sedation, IV Sedation and General Anesthesia** - Covered when performed in conjunction with complex surgical service.

LIMITATION: Intravenous conscious sedation, IV sedation and general anesthesia will not be covered when performed with non-surgical dental care.

**EXCLUSIONS** - Coverage is NOT provided for:

1. Intravenous conscious sedation, IV sedation and general anesthesia when performed with non-surgical dental care.
2. Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care, regardless of the method of administration.
3. Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
4. Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration.
5. Surgical exposure of impacted or unerupted tooth for orthodontic reasons.
6. Any oral surgery except for simple and surgical extractions.
7. Surgical repositioning of teeth.
8. Inpatient or outpatient hospital expenses.
9. Cytology sample collection - Collection of oral cytology sample via scraping of the oral mucosa.
10. Removal of exostosis-per site.
11. Surgical Reduction of Fibrous Tuberosity.
12. Temporomandibular Joint Disorder (TMJ).
13. Surgical reduction of osseous tuberosity.

### **Major Restorative Services (Crowns, Inlays and Onlays)**

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Services performed to restore lost tooth structure as a result of decay or fracture

**Gold foil restorations** - Covered 1 time per 60-month period.

**Inlays** - Covered 1 time per 60-month period.

**Pre-fabricated or Stainless Steel Crown** - Covered 1 time per 60-month period for eligible Dependent children through the age of 18.

**Onlays and/or Permanent Crowns** - Covered 1 time per 5 year period per tooth for Members age 16 and older if the tooth has extensive loss of natural tooth structure due to decay or tooth fracture such that a restoration cannot be used to restore the tooth.

LIMITATION: Porcelain/ceramic substrate onlays/crowns - Benefits will be limited to the Maximum Allowed Amount for a porcelain to noble metal crown. The patient must pay the difference in cost between the allowed fee for the Covered Service and optional treatment, plus any Deductible and/or Coinsurance for the covered benefit.

**Provisional Crown** - Covered 1 time per 60-month period.

**Implant Crowns** - See Prosthodontic Services.

**Recent Inlay, Onlay and Crowns** - Covered 6 months after initial placement.

**Crown Repair** - Covered 1 time per 12-month period per tooth when the submitted narrative from the treating Dentist supports the procedure.

**Restorative cast post and core build-up, including 1 post per tooth and 1 pin per surface** - Covered 1 time per 5 year period when necessary to retain an indirectly fabricated restoration due to extensive loss of actual tooth structure due to caries or fracture.

**EXCLUSIONS** - Coverage is NOT provided for:

1. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
2. Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
3. Placement or removal of base or liner used under a restoration.
4. Canal prep & fitting of preformed dowel & post.
5. Temporary or interim crown.
6. Occlusal procedures.
7. Onlays or permanent crowns when the tooth does not have decay, fracture or has been endodontically treated.

## **Prosthodontic Services (Dentures, Partials, and Bridges)**

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**Tissue Conditioning.**

**Recent Fixed Prosthetic** - Covered 1 time per 12-month period.

**Reline and Rebase** - Covered 1 per 24-month period:

- when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge).

**Repairs, Replacement of Broken Artificial Teeth, Replacement of Broken Clasp(s)** - Covered 1 per 6-month period:

- when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance;
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge); and
- when the submitted narrative from the treating Dentist supports the procedure.

**Denture Adjustments** - Covered 2 times per 12-month period:

- when the denture is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the denture.

**Partial and Bridge Adjustments** - Covered 2 times per 24-month period:

- when the partial or bridge is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the partial or bridge.

**Removable Prosthetic Services (Dentures and Partials)** - Covered 1 time per 5 year period:

- for Members age 16 or older;
- for the replacement of extracted (removed) permanent teeth;
- if 5 years have elapsed since the last benefited removable prosthetic appliance (denture or partial) and the existing denture or partial needs replacement because it cannot be repaired or adjusted.

**Fixed Prosthetic Services (Bridge)** - Covered 1 time per 5 year period:

- for Members age 16 or older;
- for the replacement of extracted (removed) permanent teeth;
- if no more than 3 teeth are missing in the same arch;
- a natural, healthy, sound tooth is present to serve as the anterior and posterior retainer;
- no other missing teeth in the same arch that have not been replaced with a removable partial denture;
- if none of the individual units of the bridge has been benefited previously as a crown or cast restoration in the last 5 years;
- if 5 years have elapsed since the last benefited removable prosthetic appliance (bridge) and the existing bridge needs replacement because it cannot be repaired or adjusted.

LIMITATION: If there are multiple missing teeth, a removable partial denture may be the benefit since it would be the least costly, commonly performed course of treatment. Please refer to the Optional Treatment Plans section. The optional benefit is subject to all contract limitations on the Covered Service.

**Single Tooth Implant Body, Abutment and Crown** - Covered 1 time per 7 year period for Members age 16 and over. Coverage includes only the single surgical placement of the implant body, implant abutment and implant/abutment supported crown.

LIMITATION: Some adjunctive implant services may not be covered. It is recommended that a Pretreatment Estimate be requested to estimate the amount of payment prior to beginning treatment.

EXCLUSIONS - Coverage is NOT provided for:

1. The replacement of an existing partial denture with a bridge.
2. Interim removable or fixed prosthetic appliances (dentures, partials or bridges).
3. Pediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
4. Additional, elective or enhanced prosthodontic procedures including but not limited to connector bar(s), stress breakers, and precision attachments.
5. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
6. Procedures designed to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
7. Placement or removal of base or liner used under a restoration.
8. Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration.

Coverage shall be limited to the least expensive professionally acceptable treatment

## **Orthodontics**

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Treatment necessary for the prevention and correction of malocclusion of teeth and associated dental and facial disharmonies.

**Limited Treatment** - Treatments which are not full treatment cases and are usually done for minor tooth movement.

**Interceptive Treatment** - A limited (phase I) treatment phase used to prevent or assist in the severity of future treatment.

**Comprehensive (complete) Treatment** - Full treatment includes all records, appliances and visits.

**Removable Appliance Therapy** - An appliance that is removable and not cemented or bonded to the teeth.

**Fixed Appliance Therapy** - A component that is cemented or bonded to the teeth.

### **Other Complex Surgical Procedures**

- **Surgical exposure of impacted or unerupted tooth for orthodontic reasons**
- **Surgical repositioning of teeth**

**LIMITATION:** Orthodontic benefits will be limited to services received after the Member's effective date under this Certificate.

**LIMITATION:** Coverage limited to Covered Members after their eighth (8th) birthday.

**Orthodontic Payments:** Because orthodontic treatment normally occurs over a long period of time, benefit payments are made over the course of treatment. The Member must have continuous eligibility under the Certificate in order to receive ongoing orthodontic benefit payments.

Benefit payments are made in two equal amounts: (1) when treatment begins (appliances are installed), and (1) a final payment 12 months after, (see Benefit Maximums in the Summary of Benefits).

Before treatment begins, the treating Dentist should submit a Pre-treatment Estimate. An Estimate of Benefits form will be sent to you and your Dentist indicating the estimated Maximum Allowed Amount, including any amount you may owe. This form serves as a claim form when treatment begins.

When treatment begins, the Dentist should submit the Estimate of Benefit form with the date of placement and his/her signature. After benefit and eligibility verification by the Plan, a benefit payment will be issued. A new/revised Estimate of Benefits form will also be issued to you and your Dentist. This again will serve as the claim form to be submitted 6 months from the date of appliance placement.

**EXCLUSIONS - Coverage is NOT provided for:**

1. Cephalometric film.
2. Oral/Facial images.

### **Enhanced benefit for Members who are enrolled in the Anthem Care Management program**

Enhanced dental benefits are available for any member enrolled in the Anthem Care Management program who is in active management with an Anthem Care Manager for the following conditions cancer with chemotherapy, head and neck cancer with chemotherapy and/or radiation, solid organ transplant, bone marrow transplant, cardiac conditions (e.g. valve conditions). The enhanced benefits include a maximum of three of the following procedures:

- Prophylaxis; or
- Periodontal Maintenance

Please note enrollment alone does not qualify you for the benefit. You must be in active management of your case with an Anthem Care Manager.

## EXCLUSIONS

This section indicates items which are excluded and are not considered Covered Services. This information is provided as an aid to identify certain common items which may be misconstrued as Covered Services.

Coverage is NOT provided for:

- a) Dental Services which a Member would be entitled to receive for a nominal charge or without charge if this Certificate were not in force under any Worker's Compensation Law, Federal Medicare program, or Federal Veteran's Administration program. However, if a Member receives a bill or direct charge for Dental Services under any governmental program, then this exclusion shall not apply. Benefits under this Certificate will not be reduced or denied because Dental Services are rendered to a Subscriber or Dependent who is eligible for or receiving Medical Assistance.
- b) Dental Services or health care services not specifically listed in the Covered Services section of this Certificate (including any hospital charges, prescription drug charges and Dental Services or supplies that do not have an American Dental Association Dental Procedure Code).
- c) Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist.
- d) Dental Services completed prior to the date the Member became eligible for coverage.
- e) Services of anesthesiologists.
- f) Anesthesia Services, except by a Dentist or by an employee of the Dentist when the service is performed in his or her office and by a Dentist or an employee of the Dentist who is certified in their profession to provide anesthesia services.
- g) Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care. NOTE: Intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.
- h) Dental Services performed other than by a licensed Dentist, licensed physician, his or her employees.
- i) Dental Services, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
- j) Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration.
- k) Tooth whitening agents, tooth bonding and veneers.
- l) Orthodontic treatment services, unless specified in this Certificate as a covered Dental Service benefit.
- m) Case presentations of detailed treatment plans.
- n) A permanent appliance or restoration (such as a partial, denture, bridge or crown) that has not been permanently cemented.
- o) Athletic mouth guards, enamel microabrasion and odontoplasty.
- p) Retreatment or additional treatment necessary to correct or relieve the results of treatment previously benefited under the Certificate.
- q) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- r) Bacteriologic tests.
- s) Cytology sample collection.
- t) Separate services billed when they are an inherent component of a Dental Service.

- u) Pediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- v) Interim or temporary removable or fixed prosthetic appliances (dentures, partials or bridges).
- w) Services for the replacement of an existing partial denture with a bridge.
- x) Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
- y) Provisional splinting, temporary procedures or interim stabilization.
- z) Placement or removal of base or liner used under a restoration.
- aa) Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- bb) Oral hygiene instruction, including guidance regarding home care. Some examples of oral hygiene instructions includes instructions or guidance on tooth brushing technique, flossing , and/or use of special oral hygiene aids.
- cc) Occlusal procedures.
- dd) Any charges which exceed the Maximum Allowed Amount.
- ee) Pulp vitality tests.
- ff) Secondary diagnostic tests in addition to the primary therapy.
- gg) Diagnostic casts.
- hh) Incomplete root canals.
- ii) Cone beam images.
- jj) Anatomical crown exposure.
- kk) Temporary anchorage devices.
- ll) Sinus augmentation.
- mm) Amalgam or composite restorations placed for preventive or cosmetic purposes.
- nn) Cephalometric film.
- oo) Oral/Facial images.
- pp) Removal of exostosis-per site.
- qq) Surgical Reduction of Fibrous Tuberosity.
- rr) Temporomandibular Joint Disorder (TMJ).
- ss) Surgical reduction of osseous tuberosity.
- tt) Brush biopsy.

## **Limitations**

- a) **Optional Treatment Plans:** in all cases in which there are alternative treatment plans carrying different costs, the decision as to which course of treatment to be followed shall be solely that of the Member and the Dentist; however, if more than one treatment plan would be considered for a dental condition, the benefits payable hereunder will be made only for the applicable percentage of the least costly, commonly performed course of treatment, with the balance of the treatment cost remaining the payment responsibility of the Member.
- b) **Reconstructive Surgery:** benefits shall be provided for reconstructive surgery when such Dental Procedure is incidental to or follows surgery resulting from injury, sickness or other diseases of the involved part, or when such Dental Procedure is performed on a covered Dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician, however that such services are dental reconstructive surgical services.
- c) **Benefits for inpatient or outpatient expenses arising from Dental Services up to age 18, including orthodontic and oral surgery services, involved in the management of birth defects known as cleft lip and cleft palate.** For programs without orthodontic coverage: Dental orthodontic services not related to the management of the congenital condition of cleft lip and cleft palate is not covered under this dental benefit program. For programs with orthodontic coverage: If coverage for the treatment of cleft lip or cleft palate is available under any other policy or contract of insurance, this Certificate shall be primary and the other policy or contract shall be secondary.
- d) **Some procedures are an integral part of another completed service covered by the Certificate.** If the Dentist bills these procedures separately from the covered service, the Plan will disallow coverage for the separately billed procedures. You will then be responsible for any charge for the separately billed procedures and must pay your Dentist directly.

## **Optional Treatment Plans**

In all cases in which there are alternative treatment plans carrying different costs, the decision as to which course of treatment to be followed shall be solely that of the Member and the Dentist; however, if more than one treatment plan would be considered for a dental condition, the benefits payable hereunder will be made only for the applicable percentage of the least costly, commonly performed course of treatment, with the balance of the treatment cost remaining the payment responsibility of the Member.

## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

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

After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for the policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of the two-year period.

### **Grace Period**

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force (subject to the right of the insurer to cancel in accordance with the cancellation provision hereof).

### **Reinstatement**

If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with the reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

### **Physical Examination and Autopsy**

The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of claim is required to be furnished.

## **Change of Beneficiary**

Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Certificate or to any change of beneficiary of beneficiaries, or to any other changes in this Certificate.

## **Workers' Compensation Insurance**

The Certificate does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

## **Relationship of Parties (Plan - Participating Dentists)**

The relationship between the Plan and Participating Dentists is an independent contractor relationship. Participating Dentists are not agents or employees of the Plan, nor is the Plan, or any employee of the Plan, an employee or agent of Participating Dentists.

The Plan shall not be responsible for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by a Member while receiving care from any Participating Dentist or in any Participating Dentist's facilities.

Your Participating Dentist's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to provision of services or referrals to other Providers, including Participating Dentists and Non-Participating Dentists. If you have questions regarding such incentives or risk sharing relationships, please contact your Provider or the Plan.

## **Not Liable for Provider Acts or Omissions**

The Plan is not responsible for the actual care you receive from any person. This Certificate does not give anyone any claim, right, or cause of action against the Plan based on what a Provider of dental care, services or supplies, does or does not do.

## **Identification Card**

Your Identification Card identifies the dental program in which you are enrolled. When you receive care from a Participating or Non-Participating Dentist, you must show your Identification Card. Possession of an Identification Card confers no right to services or other benefits under this Certificate. To be entitled to such services or benefits you must be a Member on whose behalf all applicable Premiums under this Certificate have been paid. If you receive services or other benefits to which you are not then entitled under the provisions of this Certificate you will be responsible for the actual cost of such services or benefits.

## **Circumstances Beyond the Control of the Plan**

In the event of circumstances not within the control of the Plan, including but not limited to, a major disaster, epidemic, the complete or partial destruction of facilities, riot, civil insurrection, labor disputes not within the control of the Plan, disability of a significant part of a Participating Dentist's personnel or similar causes, or the rendering of dental care services provided under this Certificate is delayed or rendered impractical, the Plan shall make a good-faith effort to arrange for an alternative method of providing coverage. In such event, the Plan and Participating Dentists shall render dental care services provided under this Certificate insofar as practical, and according to their best judgment; but the Plan and Participating Dentists shall incur no liability or obligation for delay, or failure to provide or arrange for services if such failure or delay is caused by such an event.

## **Reinstatement of Coverage for Members of the Military**

Members of the United States Military Reserve and National Guard who terminate coverage as a result of being ordered to active duty, may have their coverage reinstated without waiting periods or exclusions of coverage for preexisting conditions.

## **Continuation of Care After Termination of a Participating Dentist**

Upon the termination of the contract or other agreement with any Participating Dentist, we shall be liable to pay the cost of Covered Services (other than any applicable deductible and coinsurance) rendered by that Participating Dentist to a Member who retains eligibility under this Certificate or by operation of law, and who is under the care of that Participating Dentist at the time of such termination, and that Participating Dentist shall continue to provide such services for treatment in progress to the Member in accordance with the terms of this Certificate, until the treatment in progress is completed, up to a maximum of 90 days unless reasonable and medically appropriate provision is made for the completion of treatment in progress by another Participating Dentist.

## **Coordination of Benefits**

Special COB rules apply when you or members of your family have additional dental care coverage through other group dental plans, including:

- group insurance plans, including other Anthem plans;
- labor management trustee plans, union welfare plans, employer welfare plans, employer organization plans, or employee benefit organization plans; and
- coverage under any tax-supported or government program to the extent permitted by law.

All benefits provided under this agreement are subject to this provision. However, benefits will not be increased by this COB provision. This provision applies if the total payment under this agreement absent this provision and under any other contract is greater than the value of covered services.

Primary coverage and secondary coverage. When a member is also enrolled in another group dental plan, one coverage will pay benefits first (be primary) and the other will pay second (be secondary). The primary coverage will pay benefits first. The decision of which coverage will be primary or secondary is made using benefit determination rules.

When we provide secondary coverage, we first calculate the amount that would have been payable had we been primary. Then we coordinate benefits so that the combination of the primary plan's payment and our payment does not exceed the amount we would have paid had it been primary.

Definition of "other contract". Other contract means any arrangement providing dental care benefits or services through:

- group or blanket insurance coverage;
- group Anthem, health maintenance organization, and other prepayment coverage;
- coverage under labor management trustee plans, union welfare plans, employer organization plans, or employee benefit organization plans; and
- coverage under any tax supported or government program to the extent permitted by law.

If there is more than one other contract, this provision will apply separately to each. If another contract has a coordination of benefits provision that applies to only part of its services, the terms of this paragraph will be applied separately to that part and to any other part.

Anthem will not determine the existence of any other contract, or the amount of benefits payable under any other contract except this agreement. The payment of benefits under this agreement shall be affected by the benefits payable under other contracts only when Anthem is given information about other contracts.

If the rules of this agreement and the other contract both provide that this agreement is primary, then this agreement is primary. When Anthem determines that this agreement is secondary under the rules described below, benefits will be coordinated so that our payment plus the other contract's payment will not exceed Anthem *maximum allowed amount* for *covered services*.

#### Order of Benefit Determination Rules

1. Pediatric Dental Coordination of Benefits (COB). If pediatric dental Essential Health Benefits are included as part of the medical plan, the medical plan will be the primary coverage and any standalone dental plan will be secondary.
2. If you have two dental plans, the plan which includes pediatric dental Essential Health Benefits will be the primary coverage.
3. If neither of the above applies, the Order of Benefit Determination Rules below will determine coordination of benefits.
4. If you are covered under one plan as a primary insured and another plan as a dependent, the plan under which you are the primary insured will be the primary coverage.
5. As required by law, if you or a dependent also has coverage under Medicare, this plan will always be primary.
6. For children who are covered under both parents' contracts, the following will apply:
  - a. The contract of the parent whose birthday occurs earlier in the calendar year will be primary.
  - b. When parents are separated or divorced, the following special rules will apply:
    - i. If the parent with custody has not remarried, that parent's contract will be primary.
    - ii. If the parent with custody has remarried, that parent's contract will be primary and the stepparent's contract will be secondary. The benefits of the contract of the parent without custody will be determined last.
    - iii. The rules listed above may be changed by a court decree:
      - A court decree that orders one of the parents to be responsible for health care expenses will cause that parent's contract to be primary, but only if the entity providing the benefits in this case is notified of the court decree before applying benefits.
      - If the court decree does not state that one of the parents is responsible for health care expenses and both parents have joint custody, the contract of the parent whose birthday occurs earlier in the calendar year will be primary.
7. If the other contract includes the gender rule, then that rule will be used instead of the rules listed above. The gender rule states that the father's contract will be primary for the children.
8. If there are situations not covered above, then the contract that has been in effect the longest period of time (without interruption) will be primary. There is an exception to this rule. The contract that covers a working employee (or his dependent) will be primary. The contract of a laid-off employee, a retired employee, or a person on continuation of coverage options under federal or state law will be secondary.
9. If another contract has different rules from those listed above other than the gender rule, that contract will be primary.

If payments should have been made under this agreement under the rules of this provision, but they have been made under any other contract, Anthem may pay an entity (provider, other carrier, etc.) that has paid any amounts it determines will meet the intent of this provision. These amounts shall be deemed to be benefits paid under this agreement. Upon this payment, Anthem will no longer be liable under this agreement.

### **Relationship of Parties (Group-Member-Plan)**

Neither the Group nor any Member is the agent or representative of the Plan.

The Group is fiduciary agent of the Member. The Plan's notice to the Group will constitute effective notice to the Member. It is the Group's duty to notify the Plan of eligibility data in a timely manner. The Plan is not responsible for payment of Covered Services of Members if the Group fails to provide the Plan with timely notification of Member enrollments or terminations.

### **Conformity with Law**

Any provision of this Certificate which is in conflict with the laws of the state in which the Group Dental Contract is issued, or with federal law, is hereby automatically amended to conform with the minimum requirements of such laws.

### **Modifications**

This Certificate allows the Group to make the Plan coverage available to eligible Members. However, this Certificate shall be subject to amendment, modification, and termination in accordance with any of its provisions, the Group Dental Contract, or by mutual agreement between the Plan and the Group without the permission or involvement of any Member. Changes will not be effective until 30 days after We provide written notice to the Group about the change. By accepting the Plan benefits, all Members who are legally capable of entering into a contract, and the legal representatives of all Members that are incapable of entering into a contract, agree to all terms, conditions, and provisions in this Certificate.

### **Right of Recovery**

When the amount We paid exceeds Our liability under this Certificate, We have the right to recover the excess amount. This amount may be recovered from you, the person to whom payment was made or any other plan. The request for recovery must be made within 365 days of the initial payment.

## CLAIM AND APPEAL PROCEDURES

All claims should be submitted within 12 months of the date of service. An initial benefit determination on your claim will be made within 30 days after receipt of your claim. You will receive written notification of this benefit determination. The 30-day period may be extended for an additional 15 days if the claim determination is delayed for reasons beyond Our control. In that case, We will notify you prior to the expiration of the initial 30-day period of the circumstances requiring an extension and the date by which We expect to render a decision. If the extension is necessary to obtain additional information from you, the notice will describe the specific information We need, and you will have 45 days from the receipt of the notice to provide the information. Without complete information, your claim will be denied.

### Appeals

In the event that We deny a claim in whole or in part, you have a right to a full and fair review. Your request to review a claim must be in writing and submitted within 180 days from the claim denial. We will make a benefit determination within 60 days following receipt of your appeal.

Your appeal must include your name, your identification number, group number, claim number, and dentist's name as shown on the Explanation of Benefits. Send your appeal to:

Anthem Blue Cross Life and Health Insurance Company  
Attention: Appeals Unit  
PO Box 1115  
Minneapolis, MN 55440-1115

You may submit written comments, documents, or other information in support of your appeal. You will also be provided, upon request and free of charge, reasonable access to and copies of all relevant records used in making the decision. The review will take into account all information regarding the denied or reduced claim (whether or not presented or available at the initial determination) and the initial determination will not be given any weight.

The review will be conducted by someone different from the original decision-makers and without deference to any prior decision. Because all benefit determinations are based on a preset schedule of Dental Services eligible under your plan, claims are not reviewed to determine dental necessity or appropriateness. In all cases where professional judgment is required to determine if a procedure is covered under your plan's schedule of benefits, We will consult with a dental professional who has appropriate training and experience. In such a case, this professional will not be the same individual whose advice was obtained in connection with the initial adverse benefit determination (nor a subordinate of any such individual). In addition, We will identify any dental professional whose advice was obtained on Our behalf, without regard to whether the advice was relied upon in making the benefit determination. If, after review, We continue to deny the claim, you will be notified in writing.

To the extent your plan is covered by ERISA, after you have exhausted all appeals, you may file a civil action under section 502(a) of ERISA.

### Authorized Representative

You may authorize another person to represent you and with whom you want Us to communicate regarding specific claims or an appeal. However, no authorization is required for your treating dentist to make a claim or appeal on your behalf. The authorization form must be in writing, signed by you, and include all the information required in Our Authorized Representative form. This form is available at Our web site or by calling Customer Service Department at (877) 567-1804. You can revoke the authorized representative at any time, and you can authorize only one person as your representative at a time.

## **BINDING ARBITRATION**

**ALL DISPUTES INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICES UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND CLAIMS OF MEDICAL MALPRACTICE MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT AND THE DISPUTE CAN BE SUBMITTED TO BINDING ARBITRATION UNDER APPLICABLE FEDERAL AND STATE LAW, INCLUDING BUT NOT LIMITED TO, THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.**

**It is understood that any dispute including disputes relating to the delivery of services under the plan or any other issues related to the plan, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.**

**YOU AND ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IS WAIVED FOR BOTH DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND MEDICAL MALPRACTICE CLAIMS.**

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the member making a written demand on Anthem Blue Cross Life and Health Insurance Company. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services ("JAMS"), according to JAMS' applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Insured and Anthem Blue Cross Life and Health Insurance Company, or by order of the court, if the Insured and Anthem Blue Cross Life and Health Insurance Company cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. Unless you, and Anthem Blue Cross Life and Health Insurance Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Please send all Binding Arbitration demands in writing to:

Anthem Blue Cross Life and Health Insurance Company  
PO Box 551  
Minneapolis, MN 55440-0551

**CALIFORNIA DEPARTMENT OF INSURANCE**

**If you or any Member covered under this Certificate have a problem regarding your coverage, please contact Anthem Blue Cross Life and Health first to resolve the issue. If contacts between you (the complainant) and Anthem Blue Cross Life and Health Insurance Company (the Insurer) have failed to produce a satisfactory solution to the problem, you may wish to contact the California Department of Insurance. They can be reached at the following address and phone numbers:**

Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
(800) 927-HELP (4357)  
Out-of-State Caller – (213) 897-8921  
Telecommunication Device for the Deaf – (800) 482-4833  
Email: “Consumer Services Division” link at [www.insurance.ca.gov](http://www.insurance.ca.gov)

# **EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)**

## **Plan Administration**

The Plan Administrator, who is listed on the inside front cover of this brochure, is a named fiduciary under the Program and shall be responsible for the management and control of this Program.

The Plan Administrator is responsible for determining the level of benefits for the Program as described in this brochure. The Plan Administrator reserves the power at any and from time to time (and retroactively, if necessary or appropriate to meet the requirements of the code or ERISA) to modify or amend, in whole or in part, any or all provisions of the Plan, provided, however, that no modification or amendment shall divest an employee of a right to those benefits to which he or she has become entitled under the Plan.

## **Funding Policy and Payment**

The funding policy and method requires that the Group Subscriber submit payments on a monthly basis.

## **Procedure to Request Information**

If you have any questions about this Program, contact the Plan Administrator who is listed in the inside front cover of this brochure.

## **Statement of ERISA Rights**

As a participant in the Program, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Examine without charge at the Plan Administrator's office and at other specified locations such as work sites and union halls, all Plan documents, including insurance contracts, and copies of all documents such as detailed annual reports and Plan descriptions filed by the Plan with the U.S. Department of Labor.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
3. 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.

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 Group, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining welfare benefits or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your right, 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 it finds your claim is frivolous, you will be responsible for these costs and fees. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W, Washington, D.C. 20210.

# **ANTHEM DENTAL**

## **FOR CLAIMS AND ELIGIBILITY**

Anthem Dental Claims  
P.O. Box 1115  
Minneapolis, Minnesota 55440-1115  
(877) 567-1804

## **FOR APPEALS**

P.O. Box 1122  
Minneapolis, Minnesota 55440-1122

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