



The Lincoln National Life Insurance Company  
A Stock Company Home Office Location: Fort Wayne, Indiana  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: [www.LincolnFinancial.com](http://www.LincolnFinancial.com)

CERTIFIES THAT Group Policy No. 00001D033477 has been issued to

Saint Mary's College  
(The Group Policyholder)

The issue date of the Policy is January 1, 2017.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 2 of Plan 2

If you have elected Dependent coverage, your Dependents are covered under this Certificate only if you have completed the section on your enrollment form and the required premium has been paid.

You are entitled to the benefits described in this Certificate only if you are eligible, become and remain insured under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms. If the provisions of this Certificate and the Policy do not agree, the provisions of the Policy will apply.

A handwritten signature in cursive script that reads "Dennis R. Glass".

PRESIDENT

**CERTIFICATE OF GROUP  
DENTAL INSURANCE**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

**Saint Mary's College**  
**00001D033477**  
**SCHEDULE OF BENEFITS**

**ELIGIBLE CLASS**

**Plan 2 - All (Zip Code(s) 601, 466, 491, 463, 490, 460, 606, 465, 469)**

Class 2 All Full-Time Employees electing the Medium Plan

**DENTAL PREFERRED PROVIDER ORGANIZATION (PPO).**

This plan is designed to provide high quality dental care while managing the cost of the care. To do this, you are encouraged to seek dental care from Dentists who have signed a contract with the dental network being offered by the Policy. These Dentists are called Participating Dentists.

Use of a Participating Dentist is voluntary. You may receive treatment from any Dentist you choose. And you are free to change Dentists at any time. But, your out-of-pocket expenses for covered services are usually lower when the services are provided by a Participating Dentist.

A Directory of Participating Dentists is available from your Employer. Information about Participating Dentists is included on your ID card. When you enroll Eligible Dependents, two ID cards will be provided.

When using a Participating Dentist, you must present the ID Card. Most Participating Dentists prepare the necessary claim forms, and submit them to the Company for you. Benefits are based on the terms of the Policy.

**Saint Mary's College**  
**00001D033477**  
**SCHEDULE OF BENEFITS**  
**For**

**Plan 2 - All (Zip Code(s) 601, 466, 491, 463, 490, 460, 606, 465, 469)**  
**Class 2 - All Full-Time Employees electing the Medium Plan**

MINIMUM HOURS: 30 hours per week

ELIGIBILITY WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)  
None

Contributions: You are required to contribute to the cost for Employee Dental Coverage and Dependent Dental Coverage.

Benefit Waiting Period:

Type 2 Procedures:	None
Type 3 Procedures:	None
Type 4 Procedures:	None

Prior Plan Credits: Terms of the Prior Plan Credit provision apply for persons covered on the issue date of the Policy. Refer to the Prior Plan Credit provision in the Policy.

Late Entrant Limitation (when applicable):

Type 2 Procedures:	12 Months
Type 3 Procedures:	12 Months
Type 4 Procedures:	12 Months

**Saint Mary's College**  
**00001D033477**  
**SCHEDULE OF BENEFITS**  
**(Continued)**  
**For**  
**Plan 2 - Class 2**

**DENTAL BENEFITS**

	<b>PPO PLAN In-Network Services</b>	<b>PPO PLAN Out-of-Network Services</b>
<b>CALENDAR YEAR DEDUCTIBLE</b> for these Procedure Types (combined)		
INDIVIDUAL	Types 2 & 3 \$25	Types 2 & 3 \$25
FAMILY	\$75	\$75
<b>PERCENT PAYABLE</b>		
Type 1 - Diagnostic & Preventive Services	100%	100%
Type 2 - Basic Services	50%	50%
Type 3 - Major Services	50%	50%
Type 4 - Orthodontic Services for Dependent Children	50%	50%
Type 1, 2 and 3 Benefits Based On	Negotiated Fees	90 <sup>th</sup> Percentile of Usual & Customary Allowance
<b>CALENDAR YEAR MAXIMUM</b> for these Procedure Types (combined)	\$1,000 Types 1, 2 & 3	\$1,000 Types 1, 2 & 3
<b>LIFETIME MAXIMUM</b> for Type 4 Procedures – Orthodontics for Dependent Children	\$750	\$750

On the CLAIMS PROCEDURES page, the provision captioned "TO WHOM PAYABLE" is amended to read as follows.

**TO WHOM PAYABLE.** Dental Expense Benefits generally will be paid to the Covered Employee; unless the Covered Employee has assigned such benefits to the Dentist, or an overpayment has been made. However, if services are provided by a Participating Dentist, benefits are automatically assigned to that Dentist, unless the bill has been paid.

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## DEFINITIONS

**ACTIVE WORK or ACTIVELY AT WORK** means an Employee's full-time performance of all customary duties of his or her occupation at:

- (1) the Employer's place of business; or
- (2) any other business location designated by the Employer.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday;
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis; or
- (4) a Military Leave or an approved Family or Medical Leave that is not due to the Employee's own health condition.

**ANNUAL ENROLLMENT PERIOD** means the period in the calendar year, not to exceed 31 days, during which the Employer allows eligible Employees to purchase or make changes in their Employee or Dependent Dental Coverage.

Participation in an Annual Enrollment Period does not change Policy provisions related to the Eligibility Waiting Period or Benefit Waiting Periods; and Late Entrant Limitations will apply.

**APPROPRIATE TREATMENT** (includes **APPROPRIATE**) means the range of services and supplies by which a dental condition may be treated, which falls within the generally accepted practices of dentistry. Appropriate Treatment may vary in techniques, materials utilized and technical complexity, as well as cost.

**BENEFIT WAITING PERIOD** means the period of time a Covered Person must be covered for Dental Expense Benefits -- or for a specific type of Dental Expense Benefits -- under the Policy before that type of service becomes eligible for coverage.

**CHANGE IN FAMILY STATUS** means a marriage, divorce, birth, death or change of employment or eligibility status or other event which qualifies under the requirements of Section 125 of the Internal Revenue Code of 1986, as amended. Change in Family Status also means the involuntary loss of comparable coverage under a spouse's employee benefit plan.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**COVERAGE MONTH** means that period of time:

- (1) beginning at 12:01 a.m. on the first day of any calendar month; and
  - (2) ending at 12:00 midnight on the last day of the same calendar month;
- at the Group Policyholder's primary place of business.

**COVERED EMPLOYEE** means an eligible Employee for whom the coverage provided by the Policy is in effect.

## **DEFINITIONS (Continued)**

**COVERED EXPENSES** means expenses Incurred for Necessary Dental Procedures shown on the List of Covered Dental Procedures contained in the Policy. Covered Expenses:

- (1) for a Participating Dentist, do not exceed:
  - (a) the Dentist's normal charge for a procedure; or
  - (b) the fee allowed by the Dentist's contract with the dental network;whichever is less; or
- (2) for a Non-Participating Dentist's charges, do not exceed:
  - (a) for Type 1, 2 or 3 procedures, the Policy's Usual and Customary allowances; and
  - (b) for Type 4 procedures, the maximum Covered Expense, as determined by the Company.

These expenses must be Incurred for procedures performed by a Dentist or by a dental hygienist, under the direction of a Dentist. The expenses must be Incurred while covered by the Policy for those procedures for which a claim is being submitted. Covered Expenses are subject to the terms and limitations of the Policy.

**COVERED PERSON** means an eligible Employee or an eligible Dependent for whom the coverage provided by the Policy is in effect.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight, at the same place.

**DENTIST** means a licensed doctor of dentistry, operating within the scope of his or her license, in the state in which he or she is licensed.

**DEPENDENT:** See the Eligibility for Dependent Dental Coverage section of the Policy.

**DEPENDENT DENTAL COVERAGE** means the coverage provided by the Policy for eligible Dependents.

**ELIGIBILITY WAITING PERIOD** means the continuous period of time that an Employee must be employed in an eligible class with the Group Policyholder, before he or she becomes eligible to enroll for coverage under the Policy.

This Eligibility Waiting Period may be waived for an Employee who qualifies for reinstatement of his or her coverage, as provided in the Policy.

**EMPLOYEE** means a Full-Time Employee of the Employer.

**EMPLOYEE DENTAL COVERAGE** means the coverage provided by the Policy for eligible Employees.

**EMPLOYER** means the Group Policyholder or the Participating Employer named on the Face Page.

**EXPENSES INCURRED** (includes **INCURRED**). An expense is Incurred at the time a service is rendered or a supply is furnished, except that an expense is considered Incurred:

- (1) for an appliance (or change to an appliance), at the time the impression is made;
  - (2) for a crown or bridge, at the time the tooth or teeth are prepared; and
  - (3) for root canal therapy, at the time the pulp chamber is opened;
- provided the service is completed within 31 days from the date it is begun.

## **DEFINITIONS (Continued)**

**FAMILY OR MEDICAL LEAVE** means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accord with the Employer's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Employer and required by that law.

The leave period, may:

- (1) consist of consecutive or intermittent work days; or
- (2) be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

**FULL-TIME EMPLOYEE** means an employee of the Employer:

- (1) whose employment with the Employer is the employee's principal occupation;
- (2) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Benefits;
- (3) who is not a temporary or seasonal employee;
- (4) who is a member of an employee class which is eligible for coverage under the Policy; and
- (5) who is a citizen of the United States or who legally works in the United States.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Title Page of the Policy.

**INJURY** means damage to a Covered Person's mouth, teeth, appliance, or dental prosthesis due to an accident that occurs while he or she is covered by the Policy. Damage resulting from chewing or biting food or other objects is not considered to be an Injury.

**LATE ENTRANT** means an eligible Employee who makes written application:

- (1) more than 31 days after the Employee first becomes eligible for Employee Dental Coverage;
- (2) after Employee Dental Coverage has been cancelled; or
- (3) after Employee Dental Coverage has been terminated due to failure to pay premiums when due.

**LATE ENTRANT** also means an eligible Dependent for whom written application is made:

- (1) more than 31 days after he or she first qualifies for Dependent Dental Coverage;
- (2) after the Covered Employee has requested to terminate Dependent Dental Coverage; or
- (3) after Dependent Dental Coverage has been terminated due to failure to pay premiums when due.

**Exception for involuntary loss of coverage under another group dental plan.** A person will not be considered a Late Entrant if, due to the existence of coverage under an employer's group dental plan, the Employee and/or any Dependents did not enroll within 31 days of becoming eligible for coverage under the Policy; and coverage under the other plan ends for one of the following reasons:

- (1) termination of the other plan by the sponsoring employer;
- (2) loss of the Employee's eligibility in the other plan due to his or her termination of employment or a change in his or her employment classification;
- (3) loss of a spouse's eligibility under the other plan due to his or her termination of employment or a change in his or her employment classification; or
- (4) loss of the Employee's or a Dependent's eligibility under the other plan due to a divorce or the death of the spouse.



## **DEFINITIONS (Continued)**

This exception will not apply if:

- (1) the loss of coverage under the other dental plan is voluntary (for example, voluntary termination of coverage based on premium contribution levels or the extent of benefits provided); or
- (2) a person enrolls for coverage under the Policy more than 31 days after becoming eligible following the loss of coverage continued under COBRA.

In order to qualify for this exception, each person applying for coverage under the Employer's dental plan must:

- (1) provide proof of coverage under the spouse's prior dental plan; and
- (2) enroll for coverage and pay premiums for the Employer's plan within 31 days following loss of coverage under the other dental plan.

**LATE ENTRANT LIMITATION PERIOD** means the period of time a Late Entrant must be covered for a specific type of Dental Expense Benefits under the Policy before that type of service becomes eligible for coverage.

**MILITARY LEAVE** means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accord with the Employer's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

**NECESSARY DENTAL PROCEDURE** (includes **NECESSARY** and **DENTAL NECESSITY**) means a procedure, service or supply which the Company, or a qualified party selected by the Company, determines is:

- (1) required by, and Adequate and Appropriate for the diagnosis or treatment of a dental disease, condition or injury;
- (2) Appropriate and consistent with the symptoms and findings, or with the diagnosis and treatment of the Covered Person's dental disease, condition or injury;
- (3) provided in accord with generally accepted practices of dentistry, consistent with current scientific evidence and clinical knowledge;
- (4) on the List of Covered Dental Procedures contained in the Policy;
- (5) the most Appropriate and Professionally Adequate level of service or supply which can be provided on a cost effective basis without adversely affecting the Covered Person's dental condition;
- (6) the least costly professionally acceptable type of service that will adequately treat the condition; and
- (7) not primarily for aesthetic purposes.

Necessary Dental Procedures include the Diagnostic and Preventive Services contained in the List of Covered Dental Procedures contained in the Policy.

The fact that a person's Dentist prescribes a service or supply does not automatically mean that such services or supplies are considered as Necessary Dental Procedures and are covered by the Policy.

**NON-PARTICIPATING DENTIST** means a Dentist who is not participating in the dental network being made available through the Policy.

## **DEFINITIONS (Continued)**

**ORTHODONTIC TREATMENT** means the use of active appliances to move and correct the position of maloccluded or malpositioned teeth. Orthodontic treatment includes:

- (1) the orthodontic treatment plan and all records;
- (2) the fabrication and insertion of fixed appliances;
- (3) periodic visits and ongoing treatment and adjustments; and
- (4) the retention phase, including periodic visits and passive appliances.

Orthodontic Treatment also includes x-rays, surgical and non-surgical procedures, anesthesia, and other services related to orthodontic care.

**PARTICIPATING DENTIST** means a Dentist who:

- (1) has signed a contract with the dental network being made available through the Policy; and
- (2) has agreed to abide by the rules of that network.

It is the Covered Employee's responsibility to verify whether the Dentist is a Participating Dentist at the time of service. Participating Dentists are independent contractors; they are not employees or agents of the network or the Company. The Company does not supervise, control or guarantee the services of the Participating Dentist or any other Dentist.

**PAYROLL PERIOD** means that period of time established by the Group Policyholder for payment of employee wages. A Payroll Period may be weekly, biweekly, semimonthly or monthly.

**POLICY** means this group dental policy issued by the Company to the Group Policyholder.

**PROFESSIONALLY ADEQUATE** (includes **ADEQUATE**) means the least expensive form of treatment, within the range of Appropriate Treatments, for a given dental condition, that conforms to the generally accepted practices of dentistry.

**USUAL AND CUSTOMARY (U&C)** means the maximum expense covered by the Policy. U&C allowances are based on dental charge information collected by nationally recognized industry databases. U&C allowances are reviewed and updated periodically.

If Covered Expenses are Incurred outside the United States, the U&C allowance will be the amount that would be allowed for that procedure if it had been performed at the Company's Group Insurance Service Office in Omaha, Nebraska.

U&C allowances may be higher or lower than the fees charged by a Dentist. U&C is not an indication of the appropriateness of the Dentist's fee. Instead, U&C is a variable plan provision used to determine the extent of coverage provided by the Policy.

**YOU** (includes **YOUR**) means an eligible Employee for whom the coverage provided by the Policy is in effect.

## **ELIGIBILITY AND EFFECTIVE DATES FOR EMPLOYEE DENTAL COVERAGE**

**ELIGIBILITY.** You become eligible for the coverage provided by the Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Eligibility Waiting Period is completed.

The Eligibility Waiting Period is shown in the Schedule of Benefits.

**ENROLLMENT.** You may enroll for Employee Dental Coverage only:

- (1) when first eligible;
- (2) during any Annual Enrollment Period; or
- (3) within 31 days following a qualifying Change In Family Status, provided the change in coverage is consistent with the new family status.

**EFFECTIVE DATE.** Employee Dental Coverage becomes effective on the latest of:

- (1) the date you become eligible for the coverage;
- (2) the date you resume Active Work, if not Actively at Work on the day you become eligible. You will be deemed Actively at Work on any regular non-working day, if you:
  - (a) are not totally disabled or hospital confined on that day; and
  - (b) were Actively at Work on the regular working day before that day;
- (3) if you contribute to the cost of the Employee Dental Coverage, the date you make written application for coverage; and sign:
  - (a) a payroll deduction order, if you pay any part of the Policy premium for Employee Dental Coverage; or
  - (b) an order to pay premiums from your Section 125 Plan account, if any contributions are paid through a Section 125 Plan; and pay the first month's premium to the Company; or
- (4) the first day of the Coverage Month coinciding with or next following the date the Company approves a Late Entrant's application.

Any increase in coverage or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which you become eligible for the increase, if Actively at Work on that day; or
- (2) the day you resume Active Work, if not Actively at Work on the day the increase would otherwise take effect.

Any reduction in coverage or benefits will take effect on the day of the change, whether or not you are Actively at Work.

**ANNUAL ENROLLMENT PERIOD.** You again become eligible to enroll, re-enroll, or change benefit options for Employee Dental Coverage under the Policy during the Group Policyholder's Annual Enrollment Period. Any unsatisfied Benefit Waiting Period(s) and/or Late Entrant Limitation Periods will apply to coverage elected or changed during the Annual Enrollment Period. If you terminate coverage under the Policy and subsequently re-enroll during an Annual Enrollment Period, you will again be subject to the Policy's Benefit Waiting Period(s) and/or Late Entrant Limitation Periods.

## **TERMINATION OF EMPLOYEE DENTAL COVERAGE**

**TERMINATION.** Your coverage will terminate on the earliest of:

- (1) the date the Policy is terminated;
- (2) the last day of the Coverage Month in which you request termination;
- (3) the date through which premium has been paid on your behalf;
- (4) the last day of the Coverage Month in which you cease to be in a class of Employees which is eligible for coverage under the Policy;
- (5) with respect to a benefit for a specific type of dental service, the date the portion of the Policy providing benefits for that type of service terminates; or
- (6) the last day of the Coverage Month in which your employment with the Group Policyholder terminates.

**CONTINUATION OF COVERAGE.** Ceasing Active Work results in termination of coverage; but Employee and Dependent Dental Coverage may be continued as follows.

**DISABILITY.** If you are disabled due to illness or injury; then coverage may be continued until the earliest of:

- (1) the date coverage has been continued for three Coverage Months after the disability begins;
- (2) the date you are no longer disabled; or
- (3) the date coverage would otherwise terminate, if you had remained an Active Employee; provided premium payments are made on your behalf.

**FAMILY OR MEDICAL LEAVE.** If you go on an approved Family or Medical Leave and are **not** entitled to any more favorable continuation available during disability, then coverage may be continued until the earliest of:

- (1) the end of the leave period approved by the Employer;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date you notify the Employer that you will not return; or
- (4) the date you begin employment with another employer.

The required premium payments must be received from the Employer, throughout the period of continued coverage.

**LAY-OFF OR LEAVE OF ABSENCE.** If you cease work due to a temporary layoff or an approved leave of absence (other than an approved Family or Medical Leave or Military Leave); then coverage may be continued:

- (1) for three Coverage Months after the layoff or leave of absence begins;
- (2) provided premium payments are made on your behalf.

If your coverage is continued as provided above, but Dependent Dental Coverage is terminated; then any Dependents who are re-enrolled at a later date will be treated as Late Entrants.

**MILITARY LEAVE OF ABSENCE/TERMINATION OF EMPLOYMENT DUE TO MILITARY SERVICE.** If you go on leave for military service of more than 30 days, Dental Coverage may be continued:

- (1) for up to 18 Coverage Months, if the leave begins prior to December 10, 2004; or
  - (2) for up to 24 Coverage Months, if the leave begins on or after December 10, 2004;
- subject to payment of premiums.

**TERMINATION OF  
EMPLOYEE DENTAL COVERAGE  
(Continued)**

**REINSTATEMENT OF COVERAGE.** The Company will reinstate Dental Coverage and waive any Eligibility Waiting Period, new Late Entrant Limitation Period, or new Benefit Waiting Period if:

- (1) your coverage ends due to termination of employment, reduction of hours, or layoff, and you return to qualifying full-time employment within 12 months of that event; or
- (2) you go on an approved leave of absence, (other than for an approved Family or Medical Leave or for a Military Leave), and you return to qualifying full-time employment within six months of that event; or
- (3) you return from an approved Family or Medical Leave within:
  - (a) the period required by federal law; or
  - (b) any longer period required by a similar state law; or
- (4) your coverage ends due to military service of more than 30 days; and you apply for or return to qualifying full-time employment:
  - (a) by the 14th day after completing military service of 31 to 180 days;
  - (b) by the 90th day after completing military service of 181 days or longer; or
  - (c) within 2 years if disabled upon completing such military service.

Your accumulated leave for military service may not exceed 5 years; except as provided by federal law.

To reinstate coverage, you must enroll within 31 days after resuming Active Work; sign a payroll deduction order or Section 125 Plan election, if required; and pay the first month's premium to the Company. Coverage will become effective as shown in the Effective Date section of the Policy. If you resume Active Work or enroll later, you will be treated as a new Employee.

## **ELIGIBILITY FOR DEPENDENT DENTAL COVERAGE**

**DEPENDENT** means a person who is your:

- (1) legal spouse, who is not legally separated from you;
- (2) child less than 26 years of age; or
- (3) child age 26 years or older, who is:
  - (a) continuously unable to earn a living because of a physical or mental disability; and
  - (b) Financially Dependent upon you for support and maintenance.The child must be covered by the Group Policyholder's dental plan on the day before coverage would otherwise end due to his or her age. Proof of the total disability must be sent to the Company:
  - (a) within 120 days of the day coverage would otherwise end due to age; and
  - (b) thereafter, when the Company requests (but not more than once every two years).

"Child" includes:

- (1) your natural child, legally adopted child, or stepchild;
- (2) a child placed with you for the purpose of adoption on the earlier of:
  - (a) the date of placement; or
  - (b) the date of the entry of an order granting you custody of the child;
- (3) a child for whom you are required by court order to provide dental coverage; and
- (4) a child subject to legal guardianship, a grandchild, or other blood relative who is Financially Dependent on you for support.

"Financially Dependent" means being dependent on you for more than 50% of the child's total support.

**ELIGIBILITY.** You become eligible to enroll for Dependent Dental Coverage on the latest of:

- (1) the date you become eligible for Employee Dental Coverage;
- (2) the issue date of the Policy; or
- (3) the date you first acquire a Dependent.

You again become eligible to enroll for Dependent Dental Coverage under the Policy:

- (1) within 31 days following a qualifying Change in Family Status; or
- (2) during any Annual Enrollment Period.

Any Benefit Waiting Period(s) and/or Late Entrant Limitation Period(s) will apply.

You must be covered for Employee Dental Coverage to cover your Dependents.

**ANNUAL ENROLLMENT PERIOD.** You again become eligible to enroll, re-enroll, or change benefit options for Dependent Dental Coverage under the Policy during the Group Policyholder's Annual Enrollment Period. Any unsatisfied Benefit Waiting Period(s) and/or Late Entrant Limitation Periods will apply to coverage elected or changed during the Annual Enrollment Period. If you terminate Dependent Dental Coverage under the Policy and subsequently re-enroll during an Annual Enrollment Period, your Dependents will again be subject to the Policy's Benefit Waiting Period(s) and/or Late Entrant Limitation Periods.

## **EFFECTIVE DATES FOR DEPENDENT DENTAL COVERAGE**

**EFFECTIVE DATES.** Except as provided in the NEW DEPENDENTS section, Dependent Dental Coverage will become effective on the latest of:

- (1) the date you become eligible for Dependent Dental Coverage;
- (2) the date you make written application for Dependent Dental Coverage; and, if additional premium is required, you sign:
  - (a) a payroll deduction order, if you pay any part of the premium for Dependent Dental Coverage; or
  - (b) an order to pay premiums from the Employee's Section 125 Plan account, if any contributions for Dependent Dental Coverage are paid through a Section 125 Plan account;  
and pay the first month's Dependent premium to the Company; or
- (3) the first day of the Coverage Month coinciding with or next following the date the Company approves a Late Entrant application for each Dependent applying for Dependent Dental Coverage.

**COURT ORDERED COVERAGE.** If coverage is provided to a child based on a court order which requires you to provide dental benefits for the child, the coverage will become effective on the date stated in the court order; subject to payment of any additional premium.

**NEW DEPENDENTS.** If you acquire a new Dependent, coverage for the new Dependent will become effective on the date the Dependent is acquired; provided:

- (1) you complete a written application; and
- (2) if additional premium is required, a payroll deduction order or Section 125 Plan election is made and any additional premium is paid to the Company;

within 31 days of the date the Dependent is acquired.

**EXCEPTION FOR NEWBORN.** If you acquire a newborn Dependent child, the child will be automatically covered for the first 31 days following birth. If you elect not to enroll the newborn child and pay any additional premium within 31 days following birth, the newborn child's coverage will terminate.

**EXCEPTION FOR ADOPTED CHILD.** If you acquire an adopted Dependent child, the child will be automatically covered for the first 31 days following the date of placement; or the date of the entry of an order granting you custody of the child; whichever is earlier. If you elect not to enroll the adopted child and pay any additional premium within 31 days following the earlier of the date of placement; or the date of the entry of an order granting you custody of the child, the adopted child's coverage will terminate.

However, any Benefit Waiting Period(s) and/or Late Entrant Limitation Periods will be waived for such Dependent child if you elect to enroll the child and pay the applicable premium at any time prior to or within 31 days following the child's third (3rd) birthday.

## **TERMINATION OF DEPENDENT DENTAL COVERAGE**

**TERMINATION.** Dental Coverage on a Dependent will cease on the date he or she ceases to be an eligible Dependent, as defined in the Policy.

Dependent Dental Coverage will cease for all of your Dependents on the earliest of:

- (1) the date your Dental Coverage terminates;
- (2) the date Dependent Dental Coverage is discontinued under the Policy;
- (3) the last day of the Coverage Month in which you cease to be in a class of employees eligible for Dependent Dental Coverage;
- (4) the last day of the Coverage Month in which you request that the Dependent Dental Coverage be terminated;
- (5) with respect to a benefit for a specific type of dental service, the date the portion of the Policy providing benefits for that type of service terminates; or
- (6) the date through which premium has been paid on behalf of your covered Dependents.

**SURVIVING DEPENDENTS.** If Employee Dental Coverage terminates due to your death, Dependent Dental Coverage may be continued:

- (1) for three Coverage Months; or any longer period, if required by state or federal law;
- (2) provided the Group Policyholder submits the premium on behalf of the surviving Dependents; and the Policy remains in force.

**REINSTATEMENT OF DEPENDENT COVERAGE.** The Company will reinstate your Dependent's Dental Coverage and waive any Eligibility Waiting Period, new Late Entrant Limitation Period, or new Benefit Waiting Period if a Dependent's coverage ends due to your:

- (1) termination of employment, reduction of hours, or layoff, and you return to qualifying full-time employment within 12 months of that event;
- (2) approved leave of absence, (other than for an approved Family or Medical Leave or for a Military Leave), and you return to qualifying full-time employment within six months of that event;
- (3) return from an approved Family or Medical Leave within:
  - (a) the period required by federal law; or
  - (b) any longer period required by a similar state law; or
- (4) military service of more than 30 days, and you apply for or return to qualifying full-time employment:
  - (a) by the 14th day after completing military service of 31 to 180 days;
  - (b) by the 90th day after completing military service of 181 days or longer; or
  - (c) within 2 years if disabled upon completing such military service.

Your accumulated leave for military service may not exceed 5 years; except as provided by federal law.

To reinstate coverage, you must enroll eligible Dependents within 31 days after resuming Active Work; sign a payroll deduction order or Section 125 Plan election, if required, and pay the first month's Dependent premium to the Company.



## **DENTAL EXPENSE BENEFITS**

**BENEFIT.** The Company will pay Dental Expense Benefits if a Covered Person incurs Covered Expenses in excess of the Deductible during a Calendar Year. The Company will pay the Percentage Payable shown in the Schedule of Benefits for that type of service; provided any Benefit Waiting Period is satisfied. Benefits will be paid up to the Maximum shown in the Schedule of Benefits for each Covered Person.

**BENEFIT DETERMINATION.** The amount of benefits payable for Type 1, 2 and 3 Procedures will be determined as follows:

- (1) Dates of service are reviewed and categorized by:
  - (a) services prior to effective date;
  - (b) services after termination date; and
  - (c) covered services by benefit period or calendar year.
- (2) Each procedure, service or supply is evaluated to ensure that it qualifies as a Necessary Dental Procedure which is determined to be Professionally Adequate under the terms of the Policy.
- (3) Covered Expenses are determined, and are reduced by any unmet Deductible amount.
- (4) Then, each remaining expense for each covered service is multiplied by the Percent Payable for that type of service, to determine the Dental Expense Benefits payable, subject to Policy provisions, maximums, limitations and exclusions.

Benefits for Covered Expenses are based on Dental Necessity. Services which are determined to be not Necessary are not covered by this Policy, even if they are recommended or provided by a Dentist.

**DEDUCTIBLE.** The Deductible shown in the Schedule of Benefits is the amount of Covered Expenses which must be incurred before benefits are payable. The Deductible applies separately to the Covered Expenses Incurred by each Covered Person. Benefits will be based on those Covered Expenses which are in excess of the Deductible.

After Covered Expenses Incurred by all covered family members combined exceed the Family Deductible shown in the Schedule of Benefits, no additional Covered Expenses will be applied toward the Deductible in that Calendar Year.

**BENEFIT WAITING PERIODS.** The Benefit Waiting Periods are shown on the Schedule of Benefits pages of this Certificate.

**LATE ENTRANT LIMITATION PERIODS.** The Late Entrant Limitation Periods are shown on the Schedule of Benefits pages of this Certificate.

## ALTERNATIVE PROCEDURES

There may be two or more methods of treating a dental condition. The amount of Covered Expense will be limited to the charge for the least costly procedure or treatment which:

- (1) the dental profession recognizes to be Professionally Adequate, in accord with generally accepted practices of dentistry; and
- (2) the Company determines to be both Adequate and Appropriate, in view of the Covered Person's total current oral condition.

To determine its liability for a dental procedure submitted for consideration, the Company may request the pre-operative dental x-rays and any other pertinent information. Based on its review of this information, the Company will decide which procedure would provide Professionally Adequate restoration, replacement or treatment.

The Covered Person may receive the more expensive procedure or treatment. However, the Company's liability for Covered Expense will be limited to the least expensive procedure which it determines to be Professionally Adequate care.

To find out in advance what charges or alternative procedures will be considered Covered Expenses, you may use the Dental Claim Procedure for Predetermination of Benefits, described in the Policy.

**DENTAL EXPENSE BENEFITS  
ORTHODONTICS FOR CHILDREN**

**BENEFITS FOR TYPE 4 SERVICES.** The Company will pay Dental Expense Benefits for Orthodontic Treatment if a covered Dependent Child:

- (1) begins Orthodontic Treatment while covered for Type 4 services (Orthodontics), under the Policy; and
- (2) incurs Covered Expenses for Orthodontic Treatment after any Benefit Waiting Period or Late Entrant Limitation Period is satisfied; and
- (3) for a covered Dependent child, has the orthodontic appliance initially installed prior to age 19.

The Company will pay the Percentage Payable shown in the Schedule of Benefits for Type 4 services.

Benefits will be paid up to the Maximum shown in the Schedule of Benefits during the covered Dependent Child's lifetime; but only for Covered Expenses Incurred while covered under the Policy.

The Lifetime Maximum will be reduced, on a prorated basis, for orthodontic treatment received before the Dependent Child was covered for Type 4 services, including services received while the Dependent Child was in a Benefit Waiting Period or Late Entrant Limitation Period.

**BENEFIT WAITING PERIOD.** The Benefit Waiting Period for Type 4 services (Orthodontics) is shown on the Schedule of Benefits page. Benefits for Type 4 services begun before, or received during, this Benefit Waiting Period will not be payable.

**LATE ENTRANT LIMITATION PERIOD.** The Late Entrant Limitation Period for Type 4 services (Orthodontics) is shown on the Schedule of Benefits page. Benefits for Type 4 services begun before or received during this Late Entrant Limitation Period will not be payable.

**BENEFIT PAYMENTS.** Orthodontic Treatment is assumed to be provided in accord with a Treatment Plan.

- (1) Covered Expenses will be based upon the estimated cost and duration of the Treatment Plan; and
- (2) Benefit payments will be pro-rated over the expected duration of the Treatment Plan, as long as the Dependent Child remains covered by the orthodontic benefit provision of the Policy, subject to the Lifetime Maximum for Type 4 Procedures shown on the Schedule of Benefits.

**TREATMENT PLAN** means a related series of orthodontic services prescribed by a Dentist to correct a specific dental condition.

**PREDETERMINATION OF BENEFITS.** To find out in advance what benefits will be payable for orthodontic treatment, see the Dental Claims Procedure for Predetermination of Benefits.

## LIMITATIONS AND EXCLUSIONS

Except as required by law, Covered Expenses will not include, and Dental Expense Benefits will not be payable, for:

- (1) any procedure begun:
  - (a) before you or your Dependent were covered under the Policy, subject to the Prior Plan Credit provision, if included in the Policy; or
  - (b) after termination of your or your Dependent's coverage under the Policy.
- (2) treatment or service which:
  - (a) is not recommended by a Dentist or is not provided by or under the direct supervision of a Dentist;
  - (b) is not a Necessary Dental Procedure, required for the care and treatment of a dental condition, as determined by the Company;
  - (c) is not specifically listed as covered by the Policy;
  - (d) does not meet generally accepted practices of dentistry; or
  - (e) is provided by a physician or other health care provider, but is beyond the scope of his or her license.
- (3) charges which exceed Covered Expenses, as defined in the Policy. Benefits will not be payable when:
  - (a) total benefit payments would exceed the Annual or Lifetime Maximums payable under the Policy; or
  - (b) services exceed the frequency limitations contained on the List of Covered Dental Procedures in the Policy.
- (4) procedures which are subject to Benefit Waiting Periods or Late Entrant Limitation Periods, until those Benefit Waiting Periods or Late Entrant Limitation Periods have been satisfied.
- (5) Orthodontic (Type 4) services:
  - (a) which begin before your Dependent child becomes covered under the Policy for orthodontic services, subject to the Prior Plan Credit provision, if included in the Policy;
  - (b) which begin during a Benefit Waiting Period or a Late Entrant Limitation Period, subject to the Prior Plan Credit provision, if included in the Policy;
  - (c) received after your Dependent child's coverage ends, due to attainment of the maximum age, or for any other reason; or
  - (d) received after coverage for Type 4 services is terminated under the Policy.
- (6) any treatment or services which:
  - (a) are for mainly cosmetic purposes (including but not limited to bleaching of teeth; veneers; and porcelain, composite, or resin-based restorations or prosthetics for posterior teeth, except as specifically shown in the List of Covered Dental Procedures included in the Policy); or
  - (b) are related to the repair or replacement of any prior cosmetic procedure.
- (7) services related to:
  - (a) congenital or developmental malformations, including congenitally missing teeth, unless required by state law; or
  - (b) the replacement of third molars (wisdom teeth).
- (8) bone grafts or any regenerative procedure in an extraction site.

**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (9) except as specifically shown in the List of Covered Dental Procedures included in the Policy, any procedure associated with the placement, restoration, or removal of a dental implant, and any related expenses. Related expenses may include but are not limited to:
  - (a) periodontal services which would not have been performed if the implant had not been planned and/or installed; and
  - (b) any resulting increase in charges for services covered by the Policy that are related to the dental implant.
- (10) any procedure related to a dental disease or Injury to natural teeth or bones of the jaw that is considered a covered service under any group medical plan.
- (11) orthognathic recording, orthognathic surgery, osteoplasty, osteotomy, LeFort procedures, stomatoplasty, computed tomography imaging (CT scans), cone beam, or magnetic resonance imaging (MRIs).
- (12) the adjustment, recementation, reline, rebase, replacement or repair of cast restorations, crowns and prostheses, within 6 months of the completion of the service.
- (13) the replacement of any major restorative services—including, but not limited to, crowns, inlays, onlays, bridges, and dentures—within the time periods shown in the List of Covered Dental Procedures from the date of the last placement of these items. If a replacement is required because of an accidental dental Injury sustained while you or your Dependent is covered under the Policy, it will be a Covered Expense. If services related to the Injury are covered by your or your Dependent's group medical plan, those charges should be submitted to the medical plan first.
- (14) specialized procedures, including:
  - (a) precision or semi-precision attachments;
  - (b) precious metals for removable appliances;
  - (c) overlays and overdentures; or
  - (d) personalization or characterization.
- (15) duplicate prosthetics or appliances, or for initial placement or replacement of athletic mouth guards, night guards; and, except as specifically included in the List of Covered Dental Procedures contained in the Policy, bruxism appliances or any appliance to correct harmful habits; and for replacement of:
  - (a) space maintainers; or
  - (b) broken, misplaced, lost or stolen dental appliances.
- (16) appliances, restorations or procedures, or their modifications, that:
  - (a) alter vertical dimension;
  - (b) restore or maintain occlusion or for occlusal adjustment or equilibration;
  - (c) stabilize teeth;
  - (d) replace tooth structure lost as a result of erosion, abfraction, abrasion or attrition;
  - (e) surgically or non-surgically treat disturbances of the temporomandibular joint (TMJ), or other craniomandibular or temporomandibular disorders, except as required by law or as specifically shown in the List of Covered Dental Procedures; or
  - (f) involve elimination of undercuts, box form, or concave irregularity caused in the preparation.

**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (17) charges for services provided by:
  - (a) an ambulatory surgical facility;
  - (b) a hospital;
  - (c) any other facility; or
  - (d) an anesthesiologist.
  
- (18) except as specifically shown in the List of Covered Dental Procedures included in the Policy, analgesia, sedation, hypnosis or acupuncture, for anxiety or apprehension.
  
- (19) any medications administered outside the Dentist's office or for prescription drugs.
  
- (20) except as specifically shown in the List of Covered Dental Procedures included in the Policy, charges which do not directly provide for the diagnosis or treatment of a dental Injury or condition, such as:
  - (a) the completion of claim forms;
  - (b) broken appointments;
  - (c) interest or collection charges;
  - (d) sales taxes, except where required by law, or other taxes or surcharges;
  - (e) education, training and supplies used for dietary or nutritional counseling, personal oral hygiene or dental plaque control;
  - (f) caries susceptibility tests, bacteriologic studies, oral cancer screenings, histopathologic exams or pulp vitality testing;
  - (g) copying of x-rays or other dental records; or
  - (h) duplication of services.
  
- (21) itemized or separated charges for dental services, supplies or materials when those services, supplies and materials may be combined into a single, more comprehensive procedure payable under the Policy. This also includes itemized charges which are routinely included in the Dentist's charge for the primary service, such as:
  - (a) sterilization or asepsis charges;
  - (b) a charge for local anesthesia or analgesia, including nitrous oxide;
  - (c) charges for pre- and post-operative care;
  - (d) temporary or provisional dental services (for example, a temporary crown), which are considered to be part of the permanent service, except for interim dentures to replace teeth extracted while covered by the Policy.
  
- (22) charges for which you are not liable, or which would not have been made had no coverage been in force.
  
- (23) your or your Dependent's dental Injury or condition:
  - (a) for which you or your Dependent is eligible for benefits under Workers' Compensation or any similar law;
  - (b) arising out of, or in the course of, work for wage or profit; or
  - (c) sustained while performing military service.
  
- (24) services received for dental conditions caused directly or indirectly by:
  - (a) war or an act of war;
  - (b) intentionally self-inflicted Injury;
  - (c) engaging in an illegal occupation;
  - (d) commission or attempt to commit a felony; or
  - (e) your or your Dependent's active participation in a riot.

**LIMITATIONS AND EXCLUSIONS**  
**(Continued)**

- (25) scaling and root planing, or other periodontal treatment; unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish Dental Necessity for treatment.

## COORDINATION OF DENTAL EXPENSE BENEFITS

**EFFECT ON BENEFITS.** If you or your Dependent is covered by another Plan, the Dental Expense Benefits under the Policy and benefits under the other Plan(s) will be coordinated for the Claim Period. The Order of Benefit Determination Rules on the next page decide which Plan pays first.

- (1) **Primary Benefits.** When this Plan must pay its full benefits first, the Dental Expense Benefits under this Certificate will be paid as if the other coverage did not exist.
- (2) **Secondary Benefits.** When another Plan must pay its full benefits first, the Dental Expense Benefits under this Certificate:
  - (a) will be calculated as if the other coverage did not exist; and then
  - (b) will be reduced so that total benefits, from all Plans combined, will not exceed 100% of the Allowable Expenses incurred by the Claimant during that Claim Period.

Benefits will be coordinated with any benefit amounts that would be payable for the Allowable Expenses under the other Plan(s), whether or not claim is actually made. When this Plan's benefits are reduced, each benefit is reduced in proportion. Then, the reduced benefit payments are applied towards the Maximums of this Plan.

**DEFINITIONS. The following definitions apply only to this coordination provision.**

"Plan" means any group insurance or group type coverages (whether insured or uninsured), which provide medical or dental care benefits or services. This includes but is not limited to:

- (1) Blue Cross and Blue Shield plans;
- (2) blanket (other than school accident coverage) and franchise insurance plans;
- (3) Health Maintenance Organization (HMO) and Dental Maintenance Organization (DMO) plans; and
- (4) other prepayment, group practice and individual practice plans.

It also includes any coverage under a government medical or dental plan required or provided by law; except Medicaid. This Plan must pay its benefits before Medicaid pays. Coordination with Medicare will be in accord with federal law.

Each of the above coverages is a separate Plan. If an arrangement has two or more parts, and its coordination provision applies only to some benefits or services; then each part is a separate plan.

"Allowable Expense" means any necessary, Usual and Customary expense for dental care, which is at least partly covered under at least one of the Plans covering the Claimant. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered during the Claim Period will be considered Allowable Expense.

"Claimant" means you or your Dependent for whom claim is made.

"Claim Period" means a calendar year (or part of a calendar year) during which the Claimant has been covered under the Policy.



**ORDER OF BENEFIT DETERMINATION RULES.** To decide which Plan pays first, the Company will use the first of the following rules which applies.

- (1) **Noncoordinated/Coordinated Plan.** A Plan without a coordination provision will pay its benefits before a Plan which includes a coordination provision.
- (2) **Nondependent/Dependent.** A Plan covering the Claimant as an employee, member or subscriber will pay its benefits before a Plan covering the Claimant as a dependent.
- (3) **Child of Parents Not Separated or Divorced.** If the Claimant is a dependent child whose parents **are not** separated or divorced, the Plan of the parent whose birthday falls earlier in the calendar year will pay first. However:
  - (a) if both parents have the same birthday, the Plan which has covered the parent longer will pay first; and
  - (b) if the Plan coordinates benefits based upon the sex of the parents, the male parent's plan will pay first.
- (4) **Child of Separated or Divorced Parents.** If the Claimant is a dependent child whose parents **are** separated or divorced, then:
  - (a) the Plan of the parent who is required by court decree to pay the child's dental expenses will pay first;
  - (b) provided the Plan receives notice of the court decree before paying or providing benefits.

If there is no notice of a court decree requiring payment of such expense, then:

- (a) the custodial parent's Plan pays first;
- (b) the Plan of the custodial parent's spouse pays next (if the custodial parent is remarried); and
- (c) the noncustodial parent's Plan pays last.

When a noncustodial parent is responsible for the Claimant's dental expenses, benefits may be paid directly to the provider, if the custodial parent requests this.

- (5) **Active/Inactive Employee.** A Plan covering the Claimant as a laid off or retired employee (or a dependent of such an employee) will pay after a Plan covering the Claimant on some other basis; provided the other Plan:
  - (a) includes this coordination rule for laid off or retired employees; or
  - (b) is issued in a state which requires this rule by law.A Plan covering the Claimant pursuant to federal COBRA Continuation law will pay after a Plan covering the Claimant as an employee (or a dependent of an employee).
- (6) **Length of Coverage.** If none of the above rules apply, then the Plan which has covered the Claimant longer will pay first.

**RIGHT TO EXCHANGE DATA.** To determine the benefits payable under this section, the Company has the right to exchange information with any insurance company, organization or person. Such data may be exchanged without the consent of (or any notice to) you or your Dependent. When you claim benefits under the Policy, you must provide the Company with the data required to apply this Section.

**PAYMENT AND OVERPAYMENT.** Other Plans may make payments which this Plan should have made in accord with this Section. In that event, the Company has the right to reimburse any amount it deems necessary to satisfy the intent of this Section. If the Company pays such benefits to an organization in good faith, it will not be liable to the extent of the payment.

The Company also has the right to recover any overpayment it makes because of coverage under another Plan. The Company may recover the amounts needed to satisfy the intent of this Section from any insurance company, organization or person to or for whom Policy benefits were paid.

## CLAIM PROCEDURES FOR DENTAL COVERAGE

### NOTICE AND PROOF OF CLAIM

**Notice of Claim.** Written notice of claim must be given within 20 days after a dental claim is incurred; or as soon as reasonably possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Group Policyholder's (or Participating Employer's) name and Policy number;
- (2) your name, address and certificate number, if available; and
- (3) the patient's name and relationship to you.

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you may send the Company written proof of claim in a letter. It should state the nature, date and cause of the claim.

**Proof of Claim.** The Company must be given written proof of claim within 90 days after the date of services; or as soon as reasonably possible after that.\* Proof of claim must be provided at your own expense. It must include:

- (1) the nature, date and cause of the claim;
- (2) a description of the services provided and the Dentist's charges for those services; and
- (3) a signed authorization for the Company to obtain more information.

Within 15 days after receiving the first proof of claim, the Company may send a written acknowledgment. It will request any missing information or additional items needed to support the claim. This may include:

- (1) any study models, treatment records or charts;
- (2) copies of any x-rays or other diagnostic materials; and
- (3) any other items the Company may reasonably require.

\* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**PHYSICAL EXAMS.** While a dental claim is pending, the Company may have you or your covered Dependent examined:

- (1) by a Physician or Dentist of its choice;
- (2) as often as is reasonably required.

Any such exam will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** Any Dental Expense Benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

**INTEREST ON LATE CLAIMS.** As explained below, simple interest will accrue on claims that are not processed promptly. The rate will be as required by Indiana law.

**Clean Claim.** Under a clean claim, interest will accrue from:

- (1) the 46<sup>th</sup> day after the Company receives the first proof of claim in writing; or
- (2) the 31<sup>st</sup> day after the Company receives the first proof of claim by electronic means.

A claim is considered "clean" when the first proof of claim is complete; no part of the claim is contested; and no other defect prevents prompt payment. A claim will also be considered "clean" when the insurer fails to promptly request more information or to resolve it, within 45 days after receiving a written claim or 30 days after receiving an electronic claim.

## CLAIM PROCEDURES (Continued)

**Defective Claim.** Under a defective claim, interest will accrue from:

- (1) the 46<sup>th</sup> day after the Company receives enough proof to confirm liability, if the claim is filed in writing and the Company requests more information within 45 days; or
- (2) the 31<sup>st</sup> day after the Company receives enough proof to confirm liability, if the claim is filed by electronic means and the Company requests more information within 30 days.

A claim is considered "defective" when the first proof of claim is incomplete; any part of the claim is contested; or some other defect prevents prompt payment.

**TO WHOM PAYABLE.** Dental Expense Benefits will be paid to you; unless:

- (1) benefits have been assigned;
- (2) an overpayment has been made and the Company is entitled to reduce future benefits; or
- (3) state or federal law requires that benefits be paid to:
  - (a) your covered Dependent child's custodial parent or custodian; or
  - (b) the provider, due to that parent's or custodian's assignment.

**NOTICE OF CLAIM DECISION.** The Company will send you a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how you may obtain a clinical explanation, upon request and without charge; when benefits are:
  - (a) denied because the service is not considered a Necessary Dental Procedure; or
  - (b) reduced in accord with the Alternative Procedures provision;
- (3) how you may request a review of the Company's decision; and
- (4) whether any more information is needed to support the claim.

This notice will be sent within 15 days after the Company resolves the claim. It will be sent within 30 days after the Company receives the first proof of claim, if reasonably possible.

**Delay Notice.** If the Company needs more time to process a claim, in a special case; then an extension will be permitted. In that event, the Company will send you a written delay notice:

- (1) by the 15<sup>th</sup> day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether any more information is needed to decide the claim; and
- (3) when a decision can be expected.

If you do not receive a written decision within 45 days after the Company receives the first proof of claim; then there is a right to an immediate review, as if the claim was denied.

**Exception:** If the Company needs more information from you to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** Within 180 days after receiving a denial notice, you may request a claim review by sending the Company:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

You may review certain non-privileged information relating to the request for review.

## CLAIM PROCEDURES (Continued)

The Company will review the claim and send you a written notice of its decision. The notice will:

- (1) explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines;
- (2) offer to provide a clinical explanation, upon request and without charge; when benefits have been:
  - (a) denied because the service is not considered a Necessary Dental Procedure; or
  - (b) reduced in accord with the Alternative Procedures provision;
- (3) describe any further appeal procedures available under the Policy; and
- (4) describe your right to access relevant claim information and to bring legal action.

The notice will be sent within 30 days after receiving the request for review.

**Exception:** If the Company needs more information from you to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limit for appeal processing.

**Claims Subject to ERISA** (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, you must first seek two internal reviews of the adverse claim decision, in accord with the above provision. If you are an ERISA claimant and bring legal action under Section 502(a) of ERISA after the required review; then the Company will waive any right to assert that you failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from any person to or for whom payments were made.

Such reimbursement is required whether the overpayment is due to:

- (1) the Company's error in processing a claim;
- (2) the claimant's receipt of benefits or services under another plan;
- (3) fraud or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

**COMPANY'S DISCRETIONARY AUTHORITY.** Except for the functions that the Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage the Policy and administer claims under it; and
- (2) interpret the provisions and to resolve questions arising under the Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering the Policy and claims under it;
- (2) determine your eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the claimant's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

**DENTAL CLAIM PROCEDURE**  
**for**  
**PREDETERMINATION OF BENEFITS**

If a Covered Person is advised to have non-emergency dental treatment which will cost \$300 or more, he or she should find out in advance what charges may be considered Covered Expenses under the Policy.

To use this procedure:

- (1) you should request a claim form and take it to the Dentist;
- (2) the Dentist will list the proposed procedures and fees on the claim form and return it to the Company along with x-rays and diagnostic aids necessary to verify the need for the procedure; and
- (3) the Company will verify current eligibility and determine what benefits would be payable for the procedures listed.

## DENTAL COVERAGE CONTINUATION

The following provisions comply with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended. These provisions apply when Dental Coverage is provided by a private Employer with 20 or more employees (as defined by COBRA). Any further changes made to the COBRA continuation requirements will automatically apply to these continuation provisions.

**RIGHT TO CONTINUE.** Insurance may be continued in accord with the following provisions when:

- (1) a Covered Person becomes ineligible for Policy coverage due to a Qualifying Event shown below; and
- (2) the Policy remains in force.

**"Qualifying Event,"** as it applies to you, means your termination of employment, hours reduction or retirement, if it would otherwise result in a Qualified COBRA Beneficiary's loss of Policy coverage.

**"Qualifying Event,"** as it applies to your Covered Dependent, means one of the following events, if it would otherwise result in a Qualified COBRA Beneficiary's loss of Policy coverage:

- (1) your termination of employment, retirement or hours reduction;
- (2) your death, divorce or legal separation;
- (3) your becoming entitled to Medicare benefits; or
- (4) your child's ceasing to be an eligible Covered Dependent, under the terms of the Policy.

**"Qualified Beneficiary"** means you and your Covered Dependent who is entitled to continue insurance under the Policy, from the date of your first Qualifying Event. It also includes your natural child, legally adopted child or child placed for the purpose of adoption; when the new child:

- (1) is acquired during your 18- or 29-month continuation period; and
- (2) is enrolled for insurance in accord with the terms of the Policy.

But it does **not** include your new spouse, stepchild or foster child acquired during that continuation period; whether or not the new Dependent is enrolled for Policy coverage.

**CONTINUATION PERIODS.** The maximum period of continued coverage for each Qualifying Event shall be as follows.

**Termination of Employment.** When eligibility ends due to your termination of employment; then coverage for you and your Covered Dependents may be continued for up to 18 months, from the date employment ended. Termination of employment includes a reduction in hours or retirement. **Exceptions:**

- (1) **Misconduct.** If your termination of employment is for gross misconduct, coverage may **not** be continued for you or your Covered Dependents.
- (2) **Disability.** "Disability" or "Disabled" as used in this section, shall be as defined by Title II or XVI of the Social Security Act and determined by the Social Security Administration.

If you:

- (a) become disabled by the 60th day after your employment ends; and
  - (b) are covered for Social Security Disability Income benefits;
- then coverage for you and your Covered Dependents may be continued for up to 29 months, from the date your employment ended.

If your Dependent:

- (a) becomes disabled by the 60th day after your employment ends; and
  - (b) is covered for Social Security Disability Income benefits;
- then coverage for you and any Covered Dependents may be continued for up to 29 months, from the date your employment ended.

**DENTAL COVERAGE CONTINUATION**  
**(Continued)**

You must send the Company a copy of the Social Security Administration's notice of disability status:

- (a) within 60 days after they find that you are disabled, and before the 18-month continuation period expires; and again
- (b) within 30 days after they find that you are no longer disabled.

(3) **Subsequent Qualifying Event.** If your Dependent:

- (a) is a Qualified Beneficiary; and
- (b) has a subsequent Qualifying Event during the 18- or 29-month continuation period;

then coverage for that Covered Dependent may be continued for up to 36 months, from the date your employment ended.

**Loss of Dependent Eligibility.** If your Covered Dependent's eligibility ends, due to a Qualifying Event **other than** your termination of employment; then that Dependent's coverage may be continued for up to 36 months, from the date of the event. Such events may include:

- (1) your death, divorce, legal separation, or Medicare entitlement; and
- (2) your child's reaching the age limit, getting married or ceasing to be a full-time student.

One or more subsequent Qualifying Events may occur during your Covered Dependent's 36-month period of continued coverage; but coverage may not be continued beyond 36 months, from the date of the first Qualifying Event.

**Medicare Entitlement.** If your eligibility under the Policy ends due to a Qualifying Event and you become entitled to Medicare after electing COBRA continuation coverage, then your coverage may not be continued. Coverage may be continued for your Covered Dependents for up to 36 months from date of the first Qualifying Event.

If your eligibility under the Policy continues beyond Medicare entitlement, but later ends due to a Qualifying Event; then your Covered Dependents may continue coverage for up to:

- (1) 36 months from your Medicare entitlement date; or
- (2) 18 months from the date of the first Qualifying Event (whichever is later).

Coverage may not be continued beyond 36 months, from the date of the first Qualifying Event.

**NOTICE REQUIREMENTS.** The Group Policyholder is required by law to notify the Company within 30 days after the following Qualifying Events:

- (1) your termination of employment, hours reduction or retirement; and
- (2) your death or becoming entitled to Medicare benefits.

You (or other Qualified Beneficiary):

- (1) must notify the Group Policyholder within 60 days after the later of:
  - (a) the date of a divorce; a legal separation; or a child's ceasing to be an eligible Dependent, as defined by the Policy; or
  - (b) the date the coverage would end as a result of one of these events; and
- (2) must notify the Company within 60 days of the Social Security Administration's finding that you or your Dependent became disabled within 60 days after your termination of employment.

**DENTAL COVERAGE CONTINUATION**  
**(Continued)**

**ELECTION.** To continue Dental Insurance, you must notify the Group Policyholder of such election within 60 days from the latest of:

- (1) the date of the Qualifying Event;
- (2) the date coverage would otherwise end due to the Qualifying Event; or
- (3) the date the Group Policyholder sends notice of the right to continue.

Payment for the cost of the insurance for the period prior to the election must be made to the Group Policyholder, within 45 days after the date of such election. Subsequent payments are to be made to the Group Policyholder, in the manner described by the Group Policyholder. The Group Policyholder will remit all payments to the Company.

**TERMINATION.** Continued coverage will end at the earliest of the following dates:

- (1) the end of the maximum period of continued coverage shown above;
- (2) the date the Policy or the Employer's participation under the Policy terminates;
- (3) the last day of the period of coverage for which premium has been paid, if any premium is not paid when due;
- (4) the date on which:
  - (a) you again become covered under the Policy;
  - (b) you become entitled (covered) for benefits under Medicare; or
  - (c) you become covered under any other group dental plan, as an employee or otherwise.

**OTHER CONTINUATION PROVISIONS.** If any other continuation privilege is available to you under the Policy, it will apply as follows.

- (1) **FMLA.** If you continue coverage during leave subject to the Family and Medical Leave Act (FMLA); then COBRA continuation may be elected from the day after the FMLA continuation period ends.
- (2) **Other.** If you continue coverage under any other continuation privilege under the Policy; then that continuation period will run concurrently with any COBRA continuation period provided above.

Another continuation privilege may provide a shorter continuation period, for which the Employer pays all or part of the premium. In that event, your share of the premium may increase for the rest of the COBRA continuation period provided above.



**LIST OF COVERED DENTAL PROCEDURES  
TYPE 1 PROCEDURES – DIAGNOSTIC & PREVENTIVE SERVICES**

- **ROUTINE ORAL EXAMINATIONS**
  - \* up to two per calendar year
  - \* includes comprehensive evaluation, no more than one per Dentist in 3 years
- **DENTAL X-RAYS**
  - \* x-rays taken for orthodontia are not covered under this provision
  - **Bitewing films**
    - \* up to one set per calendar year, including any bitewings taken as part of a full mouth series
    - \* includes any vertical bitewings
  - **Panoramic x-rays; or**
  - **Full mouth x-rays, including periapical x-rays and bitewings**
    - \* one complete full mouth series or panoramic film, no more than once every three years
- **PROPHYLAXIS (Routine Cleanings)**
  - \* up to two per calendar year
  - \* includes polishing of teeth and removal of plaque, calculus and stains
- **FLUORIDE TREATMENTS**
  - \* one treatment per calendar year
  - \* for Dependent children through age 15
  - \* includes fluoride varnish for high-risk patients
  - \* does not include take-home or over-the-counter treatments
- **SPACE MAINTAINERS (Passive Appliance)**
  - \* one appliance per site while covered under this provision
  - \* for Dependent children through age 15
  - \* for the purpose of maintaining spaces created by the premature loss of primary teeth
  - \* includes all adjustments within six months after installation
  - \* does not include repairs or replacement costs
- **SEALANTS**
  - \* one treatment per tooth, no more than once in any 36-month period
  - \* for Dependent children through age 15
  - \* for the occlusal surface of unrestored and non-decayed first and second permanent molars only
- **EXAMINATIONS**
  - **Oral examinations**, problem-focused and/or emergency exams (other than routine periodic exams)
    - \* up to two per calendar year
    - \* Benefits are payable for an emergency examination or for emergency palliative treatment, but not both in the same visit

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 2 PROCEDURES – BASIC SERVICES**

- **DENTAL X-RAYS**
  - \* x-rays taken for orthodontia are not covered under this provision
- **Other dental x-rays**
  - \* maximum of six per calendar year
- **CONSULTATIONS**
  - \* provided by a Dentist other than the Dentist providing any treatment
  - \* payable if no other services are rendered
- **EMERGENCY TREATMENT**
  - **Emergency palliative treatment**
    - \* Palliative treatment is limited to:
      - \* opening and drainage of a tooth when no endodontics is to follow
      - \* opening and medicating
      - \* smoothing down a chipped tooth
      - \* dry socket treatment
      - \* pericoronitis treatment
      - \* treatment for aphthous ulcers
  - Benefits are payable only if services are rendered in order to relieve dental pain or dental injury
- **SEDATIVE FILLINGS**
  - \* to relieve pain
  - \* not covered if used as a base or liner under a restoration
- **INJECTION OF ANTIBIOTICS**
  - \* by the Dentist, in the Dentist's office
- **FILLINGS**
  - **Filling**
    - \* benefits for composite fillings of posterior teeth will be limited to the amount payable for an equivalent amalgam filling
    - \* multiple restorations on the same tooth will be treated as one restoration with multiple surfaces; and multiple restorations on one surface or adjacent surfaces will be treated as one restoration
    - \* replacement fillings for a tooth or tooth surface which was filled within the last 24 months are not covered
  - **Pin retention, in addition to restoration**
- **PREFABRICATED STAINLESS STEEL OR RESIN CROWNS**
  - \* resin crowns are covered for anterior and bicuspid teeth only
  - \* replacement for a crown which was placed within the last 24 months is not covered
- **EXTRACTIONS AND ORAL SURGERY**
  - \* includes local anesthesia and routine post operative visits
  - \* extractions of asymptomatic teeth, except third molars (wisdom teeth), are not covered
  - \* extractions and surgical exposure of teeth, when related to orthodontic treatment, are not covered under this provision; however, if Covered Dental Procedures include orthodontic procedures, there may be coverage under that provision

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 2 PROCEDURES – BASIC SERVICES  
(Continued)**

- **Simple extraction**
- **Surgical removal of erupted tooth**
- **Removal of impacted tooth** (soft tissue, partially or completely bony)
- **Surgical exposure of impacted or unerupted tooth**, to aid eruption
- **Excision of hyperplastic tissue**
- **Excision of pericoronal gingiva**
- **Removal of exposed roots**
- **Surgical removal of residual tooth roots**
- **Excision of lesions, malignant or benign tumors**
- **Radical resection of bone for tumor with bone graft**
- **Incision and removal of foreign body from soft tissue**
- **Removal of foreign body from bone**
- **Maxillary sinusotomy for removal of tooth fragment or foreign body**
- **Suture of soft tissue wound**
  - \* excludes closure of surgical incisions
- **Incision and drainage of abscess**
- **Frenulectomy**
- **Sialolithotomy and Sialodochoplasty**
- **Dilation of salivary duct**
- **Sequestrectomy for osteomyelitis or bone abscess**
- **Closure of fistula**, salivary or oroantral
- **Reimplantation of tooth or tooth bud due to an accident**
- **Alveolectomy** (with or without extractions)
- **Vestibuloplasty**
- **Removal of exostosis of the maxilla or mandible**
  - \* includes removal of tori
- **Biopsy and examination of oral tissue**
  - \* includes brush biopsy
- **ADMINISTRATION OF ANESTHESIA**
  - **General anesthesia or I.V. sedation**
    - \* administered in the Dentist's office by the Dentist or other person licensed to administer anesthesia
    - \* payable in connection with:
      - \* a complex cutting procedure;
      - \* a documented health history that would require the administration of anesthesia;
      - \* a child through 6 years of age; or
      - \* a physically or developmentally disabled Covered Person
    - \* not covered when benefits for the accompanying surgical procedure are not payable
    - \* not covered when administered due to patient anxiety
    - \* anesthesia, when related to orthodontic treatment, is not covered under this provision; however, if Covered Dental Procedures include orthodontic procedures, there may be coverage under that provision

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 2 PROCEDURES – BASIC SERVICES  
(Continued)**

- **REPAIR of PROSTHETICS**
  - \* no benefits are payable within six months of installation
  - **Repair of dentures**
    - \* repair of complete denture includes repair of broken base and replacement of missing or broken teeth
    - \* repair of partial dentures includes repair of acrylic saddles on base, cast framework, repair or replacement of broken clasp, and replacement of missing or broken teeth
  - **Repair or recementation of inlays, crowns and bridges**
- **ENDODONTICS** (treatment of diseases of root canal, periapical tissue and pulp chamber)
  - **Pulp cap**, direct or indirect
    - \* not covered if done on the same day as the permanent restoration
  - **Pulpotomy**
    - \* primary teeth only
  - **Gross pulpal debridement**
  - **Root canal therapy**
    - \* permanent teeth only
    - \* includes necessary x-rays and cultures
    - \* retreatment of previous root canal therapy covered once per tooth per lifetime
  - **Root canal obstruction: non-surgical treatment**
  - **Incomplete endodontic therapy, inoperable or fractured tooth**
  - **Internal root repair of perforation defects**
  - **Apexification**
  - **Apicoectomy**
  - **Root amputation**
  - **Hemisection**
- **PERIODONTICS** (treatment of disease of the soft tissue or bone surrounding the tooth)

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 2 PROCEDURES – BASIC SERVICES  
(Continued)**

- **PERIODONTAL MAINTENANCE CLEANING**
  - \* up to two per calendar year
  - \* following active periodontal therapy
  - \* not covered if performed less than 3 months following periodontal surgery or scaling and root planing
- **NON-SURGICAL PERIODONTAL SERVICES**
  - \* not covered unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish the Dental Necessity for treatment
  - \* benefit payment may be based on tooth, sextant or quadrant
  - **Full-Mouth Debridement**
    - \* one treatment per lifetime
  - **Scaling and root planing**, for pathological alveolar bone loss
    - \* one treatment in any 24-month period
    - \* not covered if performed less than 3 months following periodontal surgery
  - **Localized delivery of chemotherapeutic agent by means of a controlled release vehicle**
    - \* following active periodontal therapy which has failed to resolve the condition
    - \* one per tooth in any 36-month period
    - \* not payable within 60 days of periodontal therapy
- **PERIODONTAL SURGERY**
  - \* not covered unless x-rays and pocket depth charting for each tooth confirm that the bone and attachment loss establish the Dental Necessity for treatment
  - \* surgical treatment includes post operative visits
  - \* one operative session per quadrant in any 36-month period
  - \* benefits for multiple periodontal surgeries within the same quadrant on the same day will be paid based on the most comprehensive procedure provided that day
  - **Gingivectomy or gingivoplasty**
  - **Osseous surgery**
  - **Soft tissue graft**
  - **Bone replacement graft**
  - **Subepithial connective tissue graft**
  - **Guided tissue regeneration**
    - \* not covered under this provision if performed in a site where the tooth has been extracted
  - **Crown lengthening**
- **OCCLUSAL ADJUSTMENT**
  - \* maximum of one adjustment per quadrant in any 36-month period

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 3 PROCEDURES – MAJOR SERVICES**

- **PROSTHODONTICS – Fixed or Removable**

Services to replace teeth extracted or accidentally lost while covered under the Policy

- \* includes adjustments, within six months of the placement date
- \* benefits are not payable for temporary or provisional services

- **Bridge abutments and pontics (fixed)**

- \* replacement excluding a dental implant is limited to one time in any eight consecutive years from the placement date of the same or any other type of prosthetic at the same site, unless replacement is required due to an accidental Injury

- **Dentures, complete (upper or lower) or partial (upper or lower) or unilateral partial (removable)**

- \* fees for partial dentures include all conventional clasps, rests and teeth
- \* includes addition of teeth or clasp(s) to an existing partial denture to replace natural teeth extracted or accidentally lost while covered under the Policy
- \* replacement excluding a dental implant is limited to once in any eight consecutive years, per denture, from the placement date of the same or any other type of prosthetic at the same site, unless replacement is required due to an accidental Injury, provided the existing denture is not serviceable

- **Adjustments to dentures**, more than six months after installation

- **Tissue conditioning**

- \* one per arch per calendar year

- **Reline of complete or partial denture**

- \* one per calendar year, per denture

- **Rebase of complete or partial denture**

- \* once in any 5-year period, per denture

- **MAJOR RESTORATIONS**

- \* inlays, onlays, veneers, and crowns are covered only when needed due to substantial loss of tooth structure caused by decay or accidental Injury to teeth and when the tooth cannot be restored by other more conservative methods
- \* benefits are not payable for the placement of an inlay, onlay, veneer, or crown within eight years since the placement date of an inlay, onlay, veneer, or crown on the same tooth, unless replacement is required due to an accidental Injury
- \* benefits are not payable for temporary or provisional services
- \* temporary services in place for one year or more are considered to be permanent services and are subject to the Policy's frequency limitations
- \* not covered for claimants prior to age 16

- **Inlays**

- **Onlays**

- **Crowns and posts**

- **Crown build-up**, in conjunction with a payable crown

- **Cast post and core**, in conjunction with a payable crown

- **Cast post**, as part of a payable crown

- **Veneers**

- **OCCLUSAL GUARD**

- \* one in any 24-month period

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

**LIST OF COVERED DENTAL PROCEDURES  
TYPE 4 PROCEDURES – ORTHODONTICS  
(FOR DEPENDENT CHILDREN)**

- **ORTHODONTICS**

Active and passive services related to the guidance and alignment of teeth

- **Diagnostic services**
  - \* **Examinations**
  - \* **X-rays**
  - \* **Diagnostic casts or study models**
- **Treatment plan**
- **Orthodontic extractions**
  - \* includes anesthesia, if Necessary
- **Transseptal Fibrotomy**
- **Orthodontic appliances**

Note: Covered Dental Procedures are subject to the Alternative Procedures provision of the Policy.

## PRIOR PLAN CREDIT

**ELIGIBILITY.** A Covered Person is eligible for Prior Plan Credit if:

- (1) the Schedule of Benefits shows that the Prior Plan Credit provision applies;
- (2) the Covered Person is covered under:
  - (a) your Employer's prior group dental plan; or
  - (b) the prior dental plan of an affiliate or an entity acquired by your Employer after the Policy's effective date;on the day before Dental Expense Benefits under the Policy take effect for the Employer, affiliate, or acquired company; and
- (3) the Covered Person immediately becomes covered under this dental plan on the day the Employer's, affiliate's, or acquired company's Dental Expense Benefits under the Policy take effect.

**EFFECT OF PRIOR PLAN CREDIT ON BENEFITS.** If this provision applies, then you or your Dependent's Dental Expense Benefits will be payable as follows.

- (1) Orthodontia Benefits paid by the prior plan will be applied toward the Lifetime Maximum for Type 4 services (Child Orthodontia) under the Policy.
- (2) That person's continuous months of coverage under the prior plan just before it terminated will count toward the Policy's Benefit Waiting Period for Type 2 services (Basic Care) or Type 3 services (Major Care), if any.
- (3) Your Dependent child's continuous months of coverage under the prior plan just before it terminated will also count toward any Benefit Waiting Period for Type 4 services (Child Orthodontia) under the Policy; but only if both the prior plan and the Policy provide orthodontia benefits.
- (4) Expense that person incurs for initial placement of a prosthetic appliance or fixed bridge will be covered; provided:
  - (a) the placement is needed to replace one or more natural teeth extracted while insured for Dental Expense Benefits under the Policy or under the prior plan;
  - (b) the replacement would have been covered under the prior plan; and
  - (c) the extracted teeth are not third molars (wisdom teeth).



## CERTIFICATE AMENDMENT

### DOMESTIC PARTNER COVERAGE

The definition of a DEPENDENT is amended to include your Domestic Partner. Your Domestic Partner may be enrolled for Dependent coverage under the Policy, in the same manner as a Spouse.

**DEFINITION. "Domestic Partner"** means your partner, of the same or the opposite sex, when all of the following conditions are met:

1. Neither partner is under age 18; mentally incompetent; legally married to someone else; or related to the other by blood, to a degree that would bar legal marriage.
2. You are living together as each other's sole Domestic Partner; and you intend to do so indefinitely.
3. You are jointly responsible for each other's welfare and financial obligations, including basic living expenses.
4. You are in an exclusive, committed homosexual or heterosexual relationship with each other.

**PROOF.** To be eligible for Domestic Partner Coverage under the Policy, you and your Domestic Partner may be required to furnish one or more of the following:

1. driver's licenses or passports showing a joint residence;
2. canceled rent checks, a joint-tenancy lease or jointly-held mortgage;
3. federal income tax return(s) listing one as a dependent of the other;
4. titles to real or personal property, joint bank account statements or joint loans; or
5. any other evidence which the Company may reasonably request to show joint residency and joint financial responsibilities.

**ELIGIBILITY.** You become eligible for Domestic Partner Coverage on the latest of:

1. the effective date of this Domestic Partner Coverage amendment;
2. the date you become eligible for Personal Insurance under the Policy; or
3. the date you and your Domestic Partner begin living together as Domestic Partners.

You may then make written application for Dependents Insurance, in accord with the terms of the Policy.

**TERMINATION.** A domestic partnership may end due to a partner's death, change in residency or financial arrangements, or for other reasons. When your domestic partnership ends for any reason, you:

1. must give the Group Policyholder written notice within 30 days after the partnership ends; and
2. may not enroll a new Domestic Partnership for 6 months following that notice.

**TAX AND LEGAL EFFECTS.** You should seek your own counsel concerning the tax and legal effects of enrolling for Domestic Partner Coverage.

**This amendment takes effect on the day your Policy coverage takes effect. In all other respects, your Certificate remains the same.**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

**NOTICE TO POLICYHOLDERS REGARDING  
FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE**

**Questions regarding your policy or coverage should be directed to:**

**The Lincoln National Life Insurance Company  
800-423-2765**

We want you to know that you may contact the Indiana Department of Insurance if you have a complaint or seek assistance from the governmental agency that regulates insurance. To contact the Department of Insurance write or call:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

**NOTICE OF PROTECTION PROVIDED BY THE  
INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

**Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after January 1, 2013.

**Life Insurance**

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

**Health Insurance**

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

**Annuities**

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at [www.inlifega.org](http://www.inlifega.org) or contact:

Indiana Life & Health Insurance  
Guaranty Association  
3502 Woodview Trace, Suite 100  
Indianapolis, IN 46268  
317-636-8204

Indiana Department of Insurance  
311 W. Washington Street, Suite 103  
Indianapolis, IN 46204  
317-232-2385

**The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.**

**Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.**

**Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.**

**Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.**

## SUMMARY PLAN DESCRIPTION

The following information together with your group insurance certificate issued to you by The Lincoln National Life Insurance Company of Fort Wayne, Indiana, is the Summary Plan Description required by the Employee Retirement Income Security Act of 1974 to be distributed to participants in the Plan. This Summary Plan Description is only intended to provide an outline of the Plan's benefits. The Plan Document will govern if there is any discrepancy between the information contained in this Description and the Plan.

The name of the Plan is: Group Dental Insurance for Employees of Saint Mary's College.

The name, address and ZIP code of the Sponsor of the Plan is: Saint Mary's College, 104 Facilities Bldg. , S.R. 933, Notre Dame, Indiana, 46556.

Employer Identification Number (EIN): 35-0868158      IRS Plan Number: 504

The name, business address, ZIP code and business telephone number of the Plan Administrator is: Saint Mary's College, 104 Facilities Bldg. , S.R. 933, Notre Dame, Indiana, 46556, (574) 284-4542.

The Plan Administrator is responsible for the administration of the Plan and is the designated agent for the service of legal process for the Plan. Functions performed by the Plan Administrator include: the receipt and deposit of contributions, maintenance of records of Plan participants, authorization and payment of Plan administrative expenses, selection of the insurance consultant, selection of the insurance carrier and assisting The Lincoln National Life Insurance Company. The Lincoln National Life Insurance Company has the sole discretionary authority to determine eligibility and to administer claims in accord with its interpretation of policy provisions, on the Plan Administrator's behalf.

Type of Administration. The Plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policy issued by The Lincoln National Life Insurance Company whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska.

Type of Plan. The benefits provided under the Plan are: Group Dental Insurance benefits.

Type of Funding Arrangement: The Lincoln National Life Insurance Company.

All employees are given a Certificate of Group Insurance which contains a detailed description of the Benefits, COBRA continuation rights, Exclusions and Limitations, Preventive Services, Predetermination Procedures and Prior Carrier Credit provisions. The Certificate also contains the Schedule of Benefits which includes information on the Eligibility and Benefit Waiting Periods, Deductibles, Percentages Payable, and Annual and Lifetime Maximums (if any). If your Booklet, Certificate or Schedule of Benefits has been misplaced, you may obtain another copy from the Plan Administrator at no charge.

Eligibility. Full-time employees working at least 30 hours per week.

Employees become eligible on the first day of active full-time employment.

Contributions. You are required to make contributions for Employee Dental Coverage. You are required to make contributions for Dependent Dental Coverage.

The Plan's year ends on: December 31<sup>st</sup> of each year.

The name and section of relevant Collective Bargaining Agreements: None

The name, title and address of each Plan Trustee: None

**Loss of Benefits.** The Plan Administrator may terminate the policy, or, subject to The Lincoln National Life Insurance Company's approval, may modify, amend or change the provisions, terms and conditions of the policy. Coverage will also terminate if the premiums are not paid when due. No consent of any Insured Person or any other person referred to in the policy will be required to terminate, modify, amend or change the policy. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease active work.

**Claims Procedures.** You may obtain claim forms and instructions for filing claims from the Plan Administrator or from the Group Insurance Service Office of The Lincoln National Life Insurance Company. To expedite the processing of your claim, instructions on the claim form should be followed carefully; be sure all questions are answered fully. In accordance with ERISA, The Lincoln National Life Insurance Company will send you a written notice of its claim decision within:

- 30 days after receiving the first proof of a claim (45 days under special circumstances).

If a claim is partially or wholly denied, this written notice will explain the reason(s) for denial, how a review of the decision may be requested, and whether more information is needed to support the claim. You may request a review of the claim by making a written request to The Lincoln National Life Insurance Company within:

- 180 days after receiving a denial notice of a claim.

This written request for review should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review. The Lincoln National Life Insurance Company will make a full and fair review of the claim and provide a final written decision to you within:

- 30 days after receiving the request for review of a claim.

If more information is needed to resolve a claim, the information must be supplied within 45 days after requested. Any resulting delay will not count toward the above time limits for claims or appeals processing. Please refer to your certificate of insurance for more information about how to file a claim, how to appeal a denied claim, and for details regarding the claims procedures.

### **Statement of ERISA Rights**

The following statement of ERISA rights is required by federal law and regulation. As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits.** Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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



## Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies\* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

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### Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

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### How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

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## Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are trained on the importance of data privacy.

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## Your Rights Regarding Your Personal Information

**Access:** We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

**Accuracy of Information:** If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

**Accounting of Disclosures:** If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than two years from the date of your request.

You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

Questions about your personal information should be directed to:

Lincoln Financial Group  
Attn: Enterprise Compliance and Ethics  
Corporate Privacy Office, 7C-01  
1300 S. Clinton St.  
Fort Wayne, IN 46802

**Please include all policy/contract/account numbers with your correspondence.**

\*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company	Lincoln Life & Annuity Company of New York
Lincoln Financial Group Trust Company, Inc.	Lincoln Retirement Services Company, LLC
Lincoln Financial Investment Services Corporation	Lincoln Variable Insurance Products Trust
Lincoln Investment Advisors Corporation	The Lincoln National Life Insurance Company
Lincoln Financial Distributors, Inc.	Lincoln Advisors Trust



## Lincoln Financial Group® Privacy Notice for Protected Health Information

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

You have received this Notice because you have applied for, or currently have, insurance coverage or an annuity ("Coverage"), that contains benefit provisions subject to the federal privacy regulations that were issued as a result of the Health Insurance Portability and Accountability Act, as amended ("HIPAA"). This is Coverage that has been, or will be issued with one of the Lincoln Financial Group insurance companies\* ("Company"). This Notice sometimes refers to the Company by using the terms "us," "we," or "our." We value our relationship with you and are committed to protecting the confidentiality and security of information we collect about you, especially health information.

We collect, use and disclose information about you to evaluate and process any requests for Coverage and claims for benefits you may make regarding your Coverage. This Notice describes how we protect the individually identifiable health information we have about you which relates to your Coverage ("Protected Health Information"), and how we may use and disclose this information. Protected Health Information includes individually identifiable information that relates to your past, present or future health, treatment or payment for health care services. This Notice also describes your rights with respect to the Protected Health Information and how you can exercise those rights.

We are required to provide you with this Notice in accordance with federal health privacy regulations that were issued as a result of HIPAA. We are required by law to maintain the privacy of your Protected Health Information; to provide you this Notice of our legal duties and privacy practices with respect to your Protected Health Information; and to follow the terms of this Notice.

The Company reserves the right to change this Notice at any time. We can make any changes effective for Protected Health Information we already have about you, as well as any Protected Health Information we receive in the future. If the revised Notice contains material changes, we will send you the revised Notice, as well as post it on the Company internet sites.

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### Uses and Disclosures of your Protected Health Information

The following describes when we may use and disclose your Protected Health Information with your written authorization and without your authorization:

**Authorization:** Except as described below, we will not use or disclose your Protected Health Information for any reason unless we have a signed authorization from you or your legal representative to use or disclose your Protected Health Information. You or your legal representative has the right to revoke an authorization in writing, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage.

**Treatment:** We may use and disclose your Protected Health Information as necessary for your treatment. For instance, a doctor or health facility involved in your care may request Protected Health Information that we hold about you in order to make decisions about your care.

**Payment of Claims:** We may use and disclose your Protected Health Information to pay for benefits under your Coverage. For example, when you present a claim for benefits, we may obtain medical records from the doctor or health facility involved in your care to determine if you are eligible for benefits under the insurance policy and to reimburse you for services provided. Other payment-related uses and disclosures that are permitted and we may engage in include: making claim decisions, coordinating benefits with other insurers or payers, billing, claims management, collection activities, obtaining payment under a contract for reinsurance, and related health care data processing.

**Health Care Operations:** We may use and disclose your Protected Health Information for our insurance operations. Our insurance operations may include underwriting, premium rating, and other activities related to the issuance, renewal or replacement of Coverage, or for reinsurance purposes. For example, when you apply for insurance we may collect medical information from your doctor (health care provider) or a medical facility that provided you health care services

to determine if you qualify for insurance. We may also use and disclose Protected Health Information to conduct or arrange for medical review, legal services, contract for reinsurance, business planning and development regarding the management and operation of our Coverage processes, or auditing, including fraud and abuse detection and compliance programs. Protected Health Information may also be disclosed for customer service, servicing our current and future customer relationships as permitted by law, resolution of internal grievances and as part of a potential sale, transfer, merger, or consolidation in order to make an informed business decision regarding any such prospective transaction. For group plans, Protected Health Information may be disclosed to your Plan Sponsor for purposes of administering your Plan or other health plan maintained by your employer to facilitate claims payments under the plan. If we use or disclose Protected Health Information for underwriting purposes for any Coverage other than Long-Term Care, the Protected Health Information used or disclosed for that purpose will not include information that constitutes genetic information.

**Business Associates:** We may also disclose Protected Health Information to non-affiliated business associates of ours, but only if the business associate's receipt of Protected Health Information is necessary to provide a service to us and the business associate agrees to protect the Protected Health Information in accordance with, and use it, only as allowed by HIPAA regulations. Examples of business associates are: billing companies, data processing companies, auditors, claims processing companies and companies that provide general administrative services.

**Uses and Disclosures to Family, Friends or Others Involved in Your Care:** With your written approval, we may disclose your Protected Health Information to a designated member of your family, friend, personal representative, or other individual that you may identify as involved in your care or involved in the payment for your care. Should you become incapacitated or be in an emergency medical situation and not able to provide us with your written approval, we may disclose Protected Health Information about you that is directly relevant to such person's involvement in your care or payment for such care.

**Where Required by Law, for Public Health or Similar Activities:** We may also disclose Protected Health Information where required or permitted by law, for public health or similar activities, the protection of you or others, legal proceedings and other reasons as provided in the HIPAA regulations. Examples of disclosures that may be required or permitted by law include:

- Releasing Protected Health Information to state or local health authorities, as required by law, of particular communicable diseases, injury, birth, death, and for other required public health investigations;
- Releasing Protected Health Information to a governmental agency or regulator with health care oversight responsibilities;
- Releasing Protected Health Information to a coroner, medical examiner or funeral director to assist in identifying a deceased individual or to determine the cause of death;
- Releasing Protected Health Information to public health or other appropriate authorities, as required by law, when there is reason to suspect abuse, neglect, or domestic violence;
- Releasing Protected Health Information to the Food and Drug Administration (FDA) for purposes related to quality, safety or effectiveness of FDA-regulated products or activities;
- Releasing Protected Health Information if required by law to do so by a court or administrative tribunal ordered subpoena or discovery request, or for law enforcement purposes as permitted by law. We will make efforts to notify you of such requests or to obtain an order protecting the Protected Health Information requested. We may disclose Protected Health Information to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination;
- Releasing Protected Health Information for certain research purposes when such research is approved by an institutional review board with established rules to ensure privacy;
- Releasing Protected Health Information if you are a member of the military as required by armed forces services;
- Releasing Protected Health Information to federal officials for intelligence, counterintelligence, and other national security activities authorized by law;
- Releasing Protected Health Information to worker's compensation agencies if necessary for your worker's compensation benefit determination;
- Releasing Protected Health Information to avert a serious threat to someone's health or safety, including the disclosure of Protected Health Information to government or privacy disaster relief or assistance agencies to allow such entities to carry out their responsibilities to specific disaster situations;

- Releasing Protected Health Information to organizations that manage organ procurement or organ, eye or tissue transplant or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplant. Releasing Protected Health Information to a correctional institution or law enforcement official if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

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## Required Disclosures

The following is a description of two specific disclosures of your Protected Health Information that we are required to make.

**Government Audits.** We are required to disclose your Protected Health Information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

**Disclosures to You.** When you request, we are required to disclose to you the portion of your Protected Health Information that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits. We are also required, when requested by you, to provide you with an accounting of most disclosures of your Protected Health Information if the disclosure was for reasons other than for payment, treatment, or health care operations, and if the Protected Health Information was not disclosed pursuant to your individual authorization. Please refer to the further description of your right to receive an accounting below.

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## Your Rights Regarding Your Protected Health Information

You have the following rights as a consumer under HIPAA concerning the Protected Health Information we have about you in our records. Any request to exercise your rights as described below should be made in writing and sent to **Lincoln Financial Group, Attn: Corporate Privacy Office - 7C-01, 1300 S Clinton Street, Fort Wayne IN 46802**. Also, should you wish to terminate a request for a restriction that has been accommodated, such termination request must also be in writing and sent to the same address listed above. Your request to exercise the rights described below should include the following information: your full name, address, and policy number. Generally, we will respond to these requests within 30 days of receipt.

**Right to Request Restrictions:** You have the right to request that we restrict or limit our use or disclosure of your Protected Health Information that would otherwise be permitted for purposes related to treatment, payment or our health care operations, including disclosure to someone who may be involved in your care or payment for your care, like a family member, friend or personal representative. While we will consider your request, we are not required to agree to your restriction. If we do agree to the restriction, we will restrict the use or disclosure of your Protected Health Information as requested, but we reserve the right to terminate the agreed to restriction if we deem appropriate. In your request to restrict use and disclosure, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on Protected Health Information uses or disclosures that are legally required or which are necessary to administer our business.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you about Protected Health Information in a certain way or using a certain address or email address, if you make such a request in writing and send it to the address provided above. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.

**Right to Inspect and Copy Your Protected Health Information:** In most instances, you have the right to inspect and obtain a copy of the Protected Health Information that we maintain about you. Your request must be in writing and sent to the address provided above. We will deny inspection and copying of certain Protected Health Information, for example psychotherapy notes and Protected Health Information collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. We reserve the right to charge a fee for the costs of copying, mailing or other supplies associated with your request. In those limited circumstances that we deny your request to inspect and obtain a copy of your Protected Health Information, you have the right to request a review of our denial. Your request to review our denial should be submitted in writing and sent to the address provided above. If the information you request is maintained electronically and you request an electronic copy, we will provide a copy in the electronic form and format you request, if the information can be readily produced in that form and format. If the information cannot be

readily produced in that form and format, we will work with you to come to an agreement on an alternative electronic form and format. If we cannot agree on an electronic form and format, we will provide you with a paper copy.

**Right to Amend Your Protected Health Information:** You have the right to request that we amend your Protected Health Information in our records if you believe it is inaccurate or incomplete. Your request must be in writing and sent to the address provided above. Your request must provide your reason(s) for seeking the amendment or correction. If an amendment or correction request is accepted, we will amend or correct all appropriate records as well as notify others to whom we have disclosed the erroneous Protected Health Information. We may deny your request if you ask us to amend Protected Health Information that is accurate and complete; was not created by us, unless the creator of the Protected Health Information is no longer available to make the amendment; is not part of the Protected Health Information kept by or for us; or is not part of the Protected Health Information which you would be permitted to inspect and copy. If we deny your request, you have the right to file a statement of disagreement with us and any future disclosures of your Protected Health Information will include your statement.

**Right to Receive an Accounting of Disclosures of Your Protected Health Information:** You have the right to request an accounting or list of disclosures we have made of your Protected Health Information. This list will not include disclosures.

- For treatment;
- For payment or health care operations;
- To law enforcement, for purposes of national security;
- To department of corrections personnel;
- Pursuant to your authorization;
- or directly to you.

To request this list, you must submit your request in writing to the address provided above. Your request must state the time period from which you want to receive a list of disclosures. The time period may not be longer than six years. Your request should indicate in what form you want the accounting (e.g., paper or electronic). The first list you request within a 12-month period will be free. We reserve the right to charge you for responding to any additional requests within that 12-month period. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to be Notified of a Breach:** You have the right to be notified in the event that we (or our business associate) discover a breach of your unsecured Protected Health Information.

**Right to a Paper Copy of this Notice:** You have the right to obtain a paper copy of this Notice upon request, even if you agreed to receive this Notice electronically.

**Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us, by sending it to the address listed below. You may also file a complaint with the U.S. Department of Health and Human Services ("HHS") Office of Civil Rights. If you send your complaint to HHS by mail or fax, you should send it to the regional office of the HHS Office of Civil Rights covering the area where the potential violation occurred. You can find more information about how to file a complaint with HHS, including the addresses of the regional offices of the HHS Office of Civil Rights on the HHS website: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>. Or, complaints may be sent to HHS by email to: [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov). The Company supports your right to protect the privacy of your Protected Health Information. No action will be taken against you if you file a complaint.

**For Further Information:** For further information regarding this Notice or the Company's privacy practices, please contact **Lincoln Financial Group, Attn: Corporate Privacy Office - 7C-01, 1300 S Clinton Street, Fort Wayne IN 46802, or call 1-877-275-5462.**

**Effective Date:** This Notice is effective September 23, 2013.

\*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company  
Lincoln Life & Annuity Company of New York  
The Lincoln National Life Insurance Company