



## **UNITED CONCORDIA**

**4401 Deer Path Road  
Harrisburg, PA 17110**

**Dental Plan  
Certificate of Insurance**

**Network Plan**

***United Concordia is underwritten by  
United Concordia Life and Health Insurance Company***

# **CERTIFICATE OF INSURANCE**

## **INTRODUCTION**

This Certificate of Insurance provides information about Your dental coverage. Read it carefully and keep it in a safe place with Your other valuable documents. Review it to become familiar with Your benefits and when You have a specific question regarding Your coverage.

The benefits under this Certificate are available to You as long as You meet the eligibility requirements for the coverage, You have properly enrolled and You pay the Premium for Yourself and any enrolled Dependents.

If You have any questions about Your coverage or benefits, please call our Customer Service Department toll-free at:

(800) 332-0366

For general information, Participating Dentist or benefit information, You may also log on to our website at:

[www.unitedconcordia.com](http://www.unitedconcordia.com)

Claim forms should be sent to:

United Concordia Companies, Inc.  
Dental Claims  
PO Box 69421  
Harrisburg, PA 17106-9421

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Attached:

- Schedule of Premium
- State Law Provisions Addendum
- Appeal Procedure Addendum
- Schedule of Benefits
- Schedule of Exclusions and Limitations

## DEFINITIONS

Certain terms used throughout this Policy begin with capital letters. When these terms are capitalized, use the following definitions to understand their meanings as they pertain to Your benefits and the way the dental plan works.

**Certificate Holder(s)** – A student who has enrolled him/herself and his/her Dependents for dental coverage and for whom Premium payments are due and payable. Also referred to as “You” or “Your” or “Yourself”.

**Certificate of Insurance (“Certificate”)** - This document, including riders, schedules, addenda and/or endorsements, if any, which describes the coverage purchased from the Company by the Policyholder.

**Coinsurance** - Those remaining percentages or dollar amounts of the Maximum Allowable Charge for a Covered Service that are the responsibility of either the Certificate Holder or his/her enrolled Dependents after the Plan pays the percentages or dollar amounts shown on the Schedule of Benefits for a Covered Service.

**Company** - United Concordia Life and Health Insurance Company, the insurer. Also referred to as “We”, “Our” or “Us”.

**Coordination of Benefits (“COB”)** - A method of determining benefits for Covered Services when the Member is covered under more than one plan to prevent duplication of payment so that no more than the incurred expense is paid.

**Cosmetic** - Those procedures which are undertaken primarily to improve or otherwise modify the Member's appearance.

**Coverage Term** – The period during which coverage is in effect as shown on the Schedule of Premium.

**Covered Service(s)** - A service or supply specified in this Policy and the Schedule of Benefits for which benefits will be covered subject to the Schedule of Exclusions and Limitations, when rendered by a dentist, or any other duly licensed dental practitioner under the scope of the individual's license when state law requires independent reimbursement of such practitioners.

**Deductible(s)** - A specified amount of expenses set forth in the Schedule of Benefits for Covered Services that must be paid by the Member before the Company will pay any benefit.

**Dentally Necessary** - A dental service or procedure is determined by a dentist to either establish or maintain a patient's dental health based on the professional diagnostic judgment of the dentist and the prevailing standards of care in the professional community. The determination will be made by the dentist in accordance with guidelines established by the Company. When there is a conflict of opinion between the dentist and the Company on whether or not a dental service or procedure is Dentally Necessary, the opinion of the Company will be final.

**Dependent(s)** - Certificate Holder's spouse and any unmarried child or stepchild of a Certificate Holder or unmarried member of the Certificate Holder's household resulting from a court order or placement by an administrative agency, enrolled in the Plan:

- (a) until the end of the Coverage Term which he/she reaches age 19; or
- (b) until the end of the Coverage Term which he/she reaches age 23 if he/she is a full-time student at an accredited educational institution and chiefly reliant upon the Certificate Holder for maintenance and support; or
- (c) to any age if he/she is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

**Effective Date** - The date on which the Group Policy begins or coverage of enrolled Members begins as shown on the Schedule of Premium.

**Exclusion(s)** – Services, supplies or charges that are not covered under the Policy as stated in the Schedule of Exclusions and Limitations.

**Experimental or Investigative** - The use of any treatment, procedure, facility, equipment, drug, or drug usage device or supply which the Company, determines is not acceptable standard dental treatment of the condition being treated, or any such items requiring federal or other governmental agency approval which was not granted at the time the services were rendered. The Company will rely on the advice of the general dental community including, but not limited to dental consultants, dental journals and/or governmental regulations, to make this determination.

**Group Policy** - The agreement between the Company and the Policyholder, under which the Certificate Holder is eligible to enroll.

**Limitation(s)** - The maximum frequency or age limit applied to a Covered Service set forth in the Schedule of Exclusions and Limitations incorporated by reference into this Policy.

**Maximum(s)** - The greatest amount the Company is obligated to pay for all Covered Services rendered during a specified period as shown on the Schedule of Benefits.

**Maximum Allowable Charge** - The maximum amount the Plan will allow for a specific Covered Service.

**Member(s)** - Certificate Holder(s) and their Dependent(s).

**Non-Participating Dentist** - A dentist who has not signed a contract with the Company or an affiliate of the Company.

**Participating Dentist** - A dentist who has executed a Participating Dentist Agreement with the Company or an affiliate of the Company, under which he/she agrees to accept the Company's Maximum Allowable Charges as payment in full for Covered Services.

**Plan** - Dental benefits pursuant to this Certificate and attached Schedule of Exclusions and Limitations and Schedule of Benefits.

**Policyholder** - A college, university or other institution of higher learning that executes the Group Policy.

**Policy Term** – the yearly period beginning with the Effective Date indicated on the Group Policy.

**Premium** - Payment due to the Company in exchange for dental coverage as shown on the Schedule of Premium.

**Renewal Date** - The date on which the Policy Term renews.

**Schedule of Benefits** - Attached summary of Covered Services, Plan payment percentages, Deductibles, Waiting Periods and Maximums applicable to benefits payable under the Plan.

**Schedule of Exclusions and Limitations** – Attached list of Exclusions and Limitations applicable to benefits, services, supplies or charges under the Plan.

**State Law Provisions Addendum** – Attached document containing specific provisions required by state law to be modified, deleted from, and/or added to the Policy of Insurance.

**Termination Date** - The date on which the dental coverage ends for a Member or the Policy terminates.

**Waiting Period(s)** - A period of time a Member must be enrolled under the Policy before benefits will be paid for Covered Services as shown on the attached Schedule of Benefits.

## **ELIGIBILITY AND ENROLLMENT -- WHEN COVERAGE BEGINS**

### **New Enrollment**

In order to enroll, You must be a matriculating student, including undergraduate, graduate or post-graduate, at the Policyholder university or college, physically attending classes at the institution's location(s) in Pennsylvania and You must supply enrollment information and pay the Premium during the open enrollment period. Your coverage and Your Dependents' coverage will begin on the Effective Date shown on the attached Schedule of Premium provided We receive the Premium in total at enrollment. Your Dependents must also meet the requirements detailed in the definition of Dependent in the Definitions section of this Certificate. If You or Your Dependents do not enroll during an open enrollment period, You or Your Dependents cannot enroll until the next open enrollment.

### **Enrollment Changes**

Dependents can be added to or disenrolled from the program only at open enrollment unless You are required to provide coverage for a Dependent child pursuant to a court order. In that event, You will be permitted to enroll the Dependent child without regard to enrollment season restrictions.

## **COVERAGE TERM AND PREMIUM RATES**

The Coverage Term of this Certificate and the Premium Rates for that Term are indicated on the attached Schedule of Premium. Premium rates may be adjusted as set forth in the Group Policy.

## **TERMINATION OF COVERAGE AND RE-ENROLLMENT**

Your coverage will end on the earlier of the end date of the Coverage Term indicated on the Schedule of Premium or the date the Group Policy is terminated. Your Dependent's coverage will end when Your coverage ends.

To obtain coverage for another term, You must re-enroll Yourself and any Dependents by submitting new enrollment information and the Premium during the open enrollment period. You must meet the eligibility requirements detailed under the New Enrollment section of this Certificate. Your Dependents must meet the requirements in the definition of Dependent in the Definitions section of this Certificate.

If the Group Policy terminates, coverage will not be available for re-enrollment. The Company is not liable to pay any benefits for services, including those predetermined or performed after the Termination Date of a Member's coverage or of this Policy.

## **HOW THE DENTAL PLAN WORKS**

### **Choice of Provider**

You may choose any licensed dentist for services. However, Your out-of-pocket costs will vary depending upon whether or not Your dentist participates with United Concordia. If You choose a Participating Dentist, You may limit Your out-of-pocket cost. Participating Dentists agree by contract to accept Maximum Allowable Charges as payment in full for Covered Services. Participating dentists also complete and send claims directly to Us for processing. To find a Participating Dentist, visit *Find a Dentist* on Our website at [www.unitedconcordia.com](http://www.unitedconcordia.com) or call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Policy.

If You go to a dentist who is not a United Concordia Participating Dentist, You may have to pay the dentist at the time of service, complete and submit Your own claims and wait for Us to reimburse You. You will be responsible for the dentist's full charge which may result in higher out-of-pocket costs for You.

When You visit the dental office, let Your dentist know that You are covered under a United Concordia program and give the dental office Your contract ID number. If Your dentist has questions about Your eligibility or benefits, instruct the office to call Our Interactive Voice Response System at the toll-free number in the Introduction section of this Policy or visit *Dental Inquiry* on Our website at [www.unitedconcordia.com](http://www.unitedconcordia.com).

### **Claims Submission**

Upon completion of treatment, the services performed must be reported to Us in order for You to receive benefits. This is done through submission of a paper claim or electronically. Participating Dentists will report services to Us directly for You and Your Dependents.

Most dental offices submit claims or report services for patients. However, if You do not receive treatment from a Participating Dentist, You may have to complete and send claims to Us in the event the dental office will not do this for You. To obtain a claim form, visit the Members link on our website at [www.unitedconcordia.com](http://www.unitedconcordia.com). Be sure to include on the claim:

- the patient's name
- date of birth
- Your contract ID number
- patient's relationship to You
- Your name and address
- the name and policy number of a second insurer if the patient is covered by another dental plan.

Your dentist should complete the treatment and provider information or supply an itemized receipt for You to attach to the claim form. Send the claim form or predetermination to the address in the Introduction section of this Policy.

For orthodontic treatment, if covered under the Plan, an explanation of the planned treatment must be submitted to Us. Upon review of the information, We will notify You and Your dentist of the reimbursement schedule, frequency of payment over the course of the treatment, and Your share of the cost.

Should You have any questions concerning Your coverage, eligibility or a specific claim, contact Us at the address and telephone number in the Introduction section of this Policy or log onto *My Dental Benefits* at [www.unitedconcordia.com](http://www.unitedconcordia.com).

### **Predetermination**

A predetermination is a review in advance of treatment by Us to determine patient eligibility and coverage for planned services. Predetermination is not required to receive a benefit for any service under the Plan. However, it is recommended for extensive, more costly treatment such as crowns and bridges. A predetermination gives You and Your dentist an estimate of Your coverage and how much Your share of the cost will be for the treatment being considered.

To have services predetermined, You or Your dentist should submit a claim showing the planned procedures but leaving out the dates of services. Be sure to sign the predetermination request. Substantiating material such as radiographs and periodontal charting may be requested by Us to estimate benefits and coverage. We will determine benefits payable, taking into account Exclusions and Limitations including alternate treatment options based upon the provisions of the Plan. We will notify you of the estimated benefits.

When the services are performed, simply have Your dentist call Our Interactive Voice Response System at the telephone number in the Introduction section of this Policy, or fill in the dates of service for the completed procedures on the predetermination notification and re-submit it to Us for processing. Any predetermination amount estimated is subject to continued eligibility of the patient. We may also make adjustments at the time of final payment to correct any mathematical errors, apply coordination of benefits, and comply with Your Plan in effect and remaining program Maximum dollars on the date of service.

## **BENEFITS**

### **Schedule of Benefits**

Your benefits are shown on the attached Schedule of Benefits. The Schedule of Benefits shows:

- the classes and groupings of dental services covered, shown with a “Plan Pays” percentage greater than “0%”.
- the percentage of the Maximum Allowable Charges the Plan will pay.
- any Waiting Periods that must be satisfied for particular services before the Plan will pay benefits. Waiting Periods are measured from date of enrollment in the Plan.
- any Deductibles You and/or Your family must pay before any benefits for Covered Services will be paid by the Plan, and the Covered Services for which there is no deductible. The Deductible is applied only to expenses for Covered Services and on either a calendar year or contract year basis (yearly period beginning with the Effective Date of the Policy).
- any Maximums for Covered Services for a given period of time; for example, annual for most services and lifetime for orthodontics. Annual Maximums are applied on either a calendar or contract year basis.

### **Your Out-of-Pocket Costs**

The Plan includes certain cost-sharing features. If the class or service grouping is not covered under the Plan, the Schedule of Benefits will indicate either “not covered” or “Plan Pays -- 0%”. You will be responsible to pay Your dentist the full charge for these uncovered services.

Classes or service groupings shown with “Plan Pays” percentages greater than 0% but less than 100% require you to pay a portion of the cost for the Covered Service. For example, if the Plan pays 80%, Your share or Coinsurance is 20% of the Maximum Allowable Charge. You are also responsible to pay any Deductibles, charges exceeding the Plan Maximums or charges for Covered Services performed before satisfaction of any applicable Waiting Periods.

### **Services**

The general descriptions below explain the services on the Schedule of Benefits. The descriptions are not all-inclusive – they include only the most common dental procedures in a class or service grouping. Specific dental procedures may be shifted among groupings or classes or may not be covered depending on Your choice of Plan. Check the Schedule of Benefits attached to this Policy to see which groupings are covered (“Plan Pays percentage greater than “0%”). Also, have Your provider call Us to verify coverage of specific dental procedures or log on to *My Dental Benefits* or *Dental Inquiry* at [www.unitedconcordia.com](http://www.unitedconcordia.com) to check coverage. Services covered on the Schedule of Benefits are also subject to Exclusions and Limitations. Be sure to review the Schedule of Exclusions and Limitations also attached to this Policy.

- Exams and X-rays for diagnosis – oral evaluations, bitewings, periapical and full-mouth x-rays
- Cleanings, Fluoride Treatments, Sealants for prevention
- Palliative Treatment for relief of pain for dental emergencies
- Space Maintainers to prevent tooth movement
- Basic Restorative to treat caries (cavities, tooth decay) – amalgam and anterior composite resin fillings, stainless steel crowns, crown build-ups and posts and cores
- Endodontics to treat the dental pulp, pulp chamber and root canal – root canal treatment and retreatment, pulpotomy, pulpal therapy, apicoectomy, and apexification

- Non-surgical Periodontics for non-surgical treatment of diseases of the gums and bones supporting the teeth – periodontal scaling and root planing, periodontal maintenance
- Repairs of Crowns, Inlays, Onlays, Bridges, Dentures – repair, recementation, re-lining, re-basing and adjustment
- Simple Extractions – non-surgical removal of teeth and roots
- Surgical Periodontics for surgical treatment of the tissues supporting and surrounding the teeth (gums and bone) – gingivectomy, gingivoplasty, gingival curettage, osseous surgery, crown lengthening, bone and tissue replacement grafts
- Complex Oral Surgery for surgical treatment of the hard and soft tissues of the mouth – surgical extractions, impactions, excisions, exposure, root removal; alveoplasty and vestibuloplasty
- Anesthesia for elimination of pain during treatment – general or nitrous oxide or IV sedation
- Inlays, Onlays, Crowns when the teeth cannot be restored by fillings
- Prosthetics – fixed bridges, partial and complete dentures
- Orthodontics for treatment of poor alignment and occlusion – diagnostic x-rays, active treatment and retention for eligible dependent children

### **Exclusions and Limitations**

Services indicated as covered on the Schedule of Benefits are subject to frequency or age Limitations detailed on the attached Schedule of Exclusions and Limitations. The existence of a Limitation on the Schedule of Exclusions and Limitations does not mean the service is covered under the Plan. Before reviewing the Limitations, You must first check the Schedule of Benefits to see which services are covered. No benefits will be provided for services, supplies or charges detailed under the Exclusions on the Schedule of Exclusions and Limitations.

### **Payment of Benefits**

If You have treatment performed by a Participating Dentist, We will pay covered benefits directly to the Participating Dentist. Both You and the dentist will be notified of benefits covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. Payment will be based on the Maximum Allowable Charge the treating Participating Dentist has contracted to accept.

If You receive treatment from a Non-Participating Dentist, We will send payment for covered benefits to You. You will be notified of the services covered, Plan payment and any amounts You owe for Coinsurance, Deductibles, charges exceeding Maximums or charges for services not covered. The Plan payment will be based on the Maximum Allowable Charges for the services. You will be responsible to pay the dentist any difference between the Plan's payment and the dentist's full charge for the services.

The Company does not disclose claim or eligibility records except as allowed or required by law and then in accordance with federal and state law. The Company maintains physical, electronic, and procedural safeguards to guard claims and eligibility information from unauthorized access, use, and disclosure.

### **Overpayments**

When We make an overpayment for benefits, We have the right to recover the overpayment either from You, from the person to whom it was paid, or from the dentist to whom the payment was made on behalf of the Member. We will recover the overpayment either by requesting a refund or offsetting the amount overpaid from future claim payments. Recovery will be done in accordance with any applicable state laws or regulations.

### **Coordination of Benefits (COB)**

#### A. Applicability

1. This Coordination of Benefits (COB) provision applies to This Plan when a student or the student's covered dependent has dental care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

2. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another plan. The benefits of This Plan:
  - a. Shall not be reduced when under the order of benefit determination rules. This Plan determines its benefits before another plan; but
  - b. May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section D, "Effects on the Benefits of This Plan."

## B. Definitions

1. "Plan" is any of these which provides benefits or services for, or because of, medical or dental care treatment:
  - a. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - b. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

Each contract or other arrangement for coverage under a. or b. is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

2. "This Plan" is the part of the group contract that provides benefits for dental care expenses.
3. "Primary Plan/Secondary Plan." The order of benefits determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its benefits are determined before those of the other plan, and without considering the other plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two plans covering the person, This Plan may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

4. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

5. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.

## C. Order Of Benefit Determination Rules

1. General. When there is a basis for a claim under This Plan and another plan This Plan is a Secondary Plan which has its benefits determined after those of the other plan, unless:
  - a. The other plan has rules coordinating its benefits with those of This Plan; and

- b. Both those rules and This Plan's rules, in Subsection 2 below, require that This Plan's benefits be determined before those of the other plan.

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

- a. Non-Dependent/Dependent. The benefits of the plan which covers the person as a student, member or subscriber (that is, other than as a dependent) are determined before those of the plan which covers the person as a dependent.
- b. Dependent Child/Parents not Separated or Divorced. Except as stated in Paragraph 2 (c) below, when This Plan and another plan cover the same child as a dependent of different person, called "parents:"

- (1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
- (2) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (1) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

- c. Dependent Child/Separated or Divorced. If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

- (1) First, the plan of the parent with custody of the child;
- (2) Then, the plan of the spouse of the parent with the custody of the child; and
- (3) Finally, the plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the dental care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- d. Active/Inactive Employee. The benefits of a plan which covers a person as a student are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (d) is ignored.
- e. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered a student, member or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

D. Effect On The Benefits Of This Plan

- 1. When This Section Applies. This Section D applies when, in accordance with Section C. "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other plans. In that event the benefits of This Plan may be reduced under this section. Such other plan or plans are referred to as "the other plans" in 2. immediately below.
- 2. Reduction in this Plan's Benefits. The benefits of This Plan will be reduced when the sum of:

- a. The benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
- b. The benefits that would be payable for the Allowable Expense under the other plans in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses.

When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

#### E. Right To Receive And Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give The Company any facts it needs to pay the claim.

#### F. Facility Of Payment

A payment made under another plan may include an amount which should have been paid under This Plan. If it does The Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

#### G. Right Of Recovery

If the amount of the payments made by The Company is more than it should have paid under this COB provision, it may recover the excess from one or more of:

1. The persons it has paid or for whom it has paid;
2. Insurance companies; or
3. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

### **Workers' Compensation**

When a Member is eligible for Workers' Compensation benefits through employment, the cost of dental treatment for an injury which arises out of and in the course of a Member's employment is not a covered benefit under this Plan. Therefore, if the Company pays benefits which are covered by a Workers' Compensation policy, the Company has the right to obtain reimbursement for those benefits paid. The Member must provide any assistance necessary, including furnishing information and signing necessary documents, for the Company to receive the reimbursement.

### **Review of a Benefit Determination**

If You are not satisfied with the Plan's benefit, please contact Our Customer Service Department at the toll-free telephone number in the Introduction section of this Policy. If, after speaking with a Customer Service representative, You are still dissatisfied, refer to the Appeal Procedure Addendum attached to this Policy for further steps You can take regarding Your claim.

## **GENERAL PROVISIONS**

This Certificate includes and incorporates any and all riders, endorsements, addenda, and schedules and represents the entire agreement between the parties with respect to the subject matter. The failure of any section or subsection of this Certificate shall not affect the validity, legality and enforceability of the remaining sections.

Except as otherwise herein provided, this Certificate may be amended, changed or modified only in writing and thereafter attached hereto as part of this Certificate.

The Company may assign this Certificate and its rights and obligations hereunder to any entity under common control with the Company.

This Certificate will be construed for all purposes as a legal document and will be interpreted and enforced in accordance with pertinent laws and regulations of the state indicated on the State Law Provisions Addendum.

## SCHEDULE OF PREMIUM

**Effective Date:** August 1, 2009

**Coverage Term:** July 31, 2010

The Certificate Holder will remit the Premium at the rates indicated below at the time of enrollment.

### Rates

<b>Certificate Holder</b>	\$ <u>232.00</u>
<b>Certificate Holder/One Adult Dependent</b>	\$ <u>608.00</u>
<b>Certificate Holder/One Child Dependent</b>	\$ <u>608.00</u>
<b>Certificate Holder/Children</b>	\$ <u>608.00</u>
<b>Family</b>	\$ <u>608.00</u>

## **ADDENDUM TO CERTIFICATE**

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### **APPEAL PROCEDURE**

This Addendum is effective on the Effective Date stated in the Certificate of Insurance. It is attached to and made part of the Certificate.

If You are dissatisfied with Our benefit determination on a claim, You may appeal Our decision by following the steps outlined in this procedure. We will resolve Your appeal in a thorough, appropriate, and timely manner to ensure that You are afforded a full and fair review of claims for benefits. Benefit determinations will be made in accordance with the Plan documents and consistently among claimants. You or Your authorized representative may submit written comments, documents, records and other information relating to claims or appeals. We will provide a review that takes into account all information submitted whether or not it was considered with its first determination on the claim. Any notifications by Us required under these procedures will be supplied to You or Your authorized representative.

### **DEFINITIONS**

The following terms when used in this document has the meanings shown below.

“Adverse benefit determination” is a denial, reduction, or termination of or failure to make payment (in whole or in part) based on a determination of eligibility to participate in a plan or the application of any utilization review; or a determination that an item or service otherwise covered is Experimental or Investigational or not Dentally Necessary or appropriate.

“Authorized representative” is a person granted authority by You and the Company to act on Your behalf regarding a claim for benefit or an appeal of an adverse benefit determination. An assignment of benefits is not a grant of authority to act on Your behalf in pursuing and appealing a benefit determination.

### **PROCEDURE**

You or Your authorized representative may file an appeal with Us within 180 days of receipt of an adverse benefit determination. To file an appeal, telephone the toll-free number listed in Your Certificate of Insurance or on Your ID card.

We will review the claim and notify You of Our decision in writing within 60 days of the receipt of Your request for appeal. Notice of the appeal decision will include the specific reason for the appeal decision and reference to specific plan provisions on which the decision was based.

**PENNSYLVANIA STATE LAW PROVISIONS ADDENDUM**  
**TO**  
**CERTIFICATE OF INSURANCE**

This addendum is effective on the Effective Date as stated in the Certificate of Insurance "Certificate" and attached to and made part of the Certificate.

**The following provision is substituted for the Dependents definition in the section entitled DEFINITIONS in this Certificate:**

**Dependent(s)** - Certificate Holder's spouse, and any unmarried child or stepchild of a Certificate Holder or unmarried member of the Certificate Holder's household resulting from a court order or placement by an administrative agency, enrolled in the Plan:

- (a) until the end of the Coverage Term which he/she reaches age 19; or
- (b) until the end of the Coverage Term which he/she reaches age 23 if he/she is a full-time student at an accredited educational institution and chiefly reliant upon the Certificate Holder for maintenance and support; or
- (c) when an enrolled full-time student's education is interrupted by military service, until the end of the period beyond the above-stated student age limit, equal to the duration of the enrolled full-time student's service of 30 or more consecutive days on active duty for any reserve component of the United States armed forces or the Pennsylvania National Guard, including State duty or until said enrollee is not longer a full-time student, whichever is sooner; or
- (d) to any age if he/she is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Certificate Holder for maintenance and support.

**The following provision is added to the Enrollment Changes sub-section of the ELIGIBILITY AND ENROLLMENT section of this Certificate:**

When an enrolled, full-time student's education is interrupted by military service as detailed in the Definition of Dependent of this Certificate, enrollment may be extended beyond the limiting age for full-time students. To qualify for the extension, the Member must submit the required Department of Military and Veterans Affairs (DMVA) forms to notify Us of placement on active duty, of completion of active duty and of re-enrollment as a full-time student for the first term or semester starting 60 or more days after release from active duty. The DMVA forms are available online at [www.dmva.state.pa.us](http://www.dmva.state.pa.us).

**The following sub-sections are added to the section entitled HOW THE DENTAL PLAN WORKS in this Certificate:**

**Notice of Claim**

Written notice of claim must be given to the Company within twenty (20) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Member to the Company, or to any authorized agent of the Company, with information sufficient to identify the Member, shall be deemed notice to the Company.

## **Claim Forms**

The Company, upon receipt of a notice of claim, will furnish to the Member such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of 15 days after the Company received notice of any claim under the Policy, the person making such claim shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made.

The Company will provide claim forms to and accept claims for filing proof of loss submitted by a custodial parent of an eligible Dependent child who is the subject of a court or administrative order relating to provision of health care coverage. If services are provided by a Non-Participating Dentist, the Company will make payments directly to such custodial parent or to the Department of Public Welfare if benefits are payable under Medical Assistance.

## **Proof of Loss**

Written proof of loss must be furnished to the Company at its said office in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the Company is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

The acknowledgment by the Company of the receipt of notice given or the furnishing of forms for filing proofs of loss, or the acceptance of such proofs, or the investigation of any claim thereunder shall not operate as a waiver of any of the rights of the Company in defense of any claim arising under such policy.

## **Time Payment of Claims**

All benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid no later than 30 days from receipt of due written proof of such loss. The Company may extend this 30-day period by no more than 15 days if additional information about the claim is required or the extension is necessary due to matters beyond the control of the Company. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid quarterly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

## **Payment of Claims**

All benefits under this policy shall be payable to the Participating Dentist or the Insured Person, or to his designated beneficiary or beneficiaries, or to his estate, except that if the Member be a minor or otherwise not competent to give a valid release, such benefits may be made payable to his custodial parent, guardian, or other person actually supporting him. All or a portion of any indemnities provided by this Policy on account of dental services may, at the option of the Company and unless the Member requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the dental office rendering such services.

## **Physical Examinations**

The Company at its own expense shall have the right and opportunity to examine the Member when and as often as it may reasonably require during the pendency of a claim hereunder.

### **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**The following provisions are added to the GENERAL PROVISIONS section of this Certificate:**

The pertinent laws and regulations for interpretation and enforcement of the Certificate are the laws and regulations of Commonwealth of Pennsylvania.

All statements made by the Policyholder or applicant or Member shall, in the absence of fraud, be deemed representations and not warranties. No statements made for the purpose of effecting coverage shall void such coverage or reduce benefits unless contained in a written instrument and signed by the Policyholder, a copy of which has been furnished to the Policyholder or the Certificate Holder or his/her beneficiary.

# Schedule of Benefits

**Concordia Flex<sup>sm</sup>**

**Group Name: Duquesne University Student Plan**

**Group Number: 882561000**

**Effective Date: August 1, 2009**

	<b>Plan Pays</b>
<b>Class I Services</b>	
• Exams	100%
• All X-Rays	100%
• Cleanings & Fluoride Treatments	100%
• Sealants	100%
• Palliative Treatment (Emergency)	100%
<b>Class II Services</b>	
• Space Maintainers	80%
• Basic Restorative (Fillings, etc.)	80%
• Endodontics	80%
• Non-surgical Periodontics	80%
• Repairs of Crowns, Inlays, Onlays	80%
• Repairs of Bridges	80%
• Denture Repair	80%
• Simple Extractions	80%
• Surgical Periodontics	80%
• Complex Oral Surgery	80%
• General Anesthesia	80%
<b>Class III Services</b>	
• Inlays, Onlays, Crowns	0%
• Prosthetics (Bridges, Dentures)	0%
<b>Orthodontics</b>	
• Diagnostic, Active, Retention Treatment	0%

**Deductibles & Maximums**

- \$50 per Contract Year Deductible per Member (excluding Class I) not to exceed \$150 per family
- \$1000 per Contract Year Maximum per Member

**All services on this Schedule of Benefits are subject to the Schedule of Exclusions and Limitations. Consult Your Certificate for more details on the services listed.**

**Participating Dentists accept the Maximum Allowable Charge as payment in full.**

**UNITED CONCORDIA**  
**ADDENDUM**  
**TO**  
**GROUP POLICY AND CERTIFICATE OF INSURANCE**

This Addendum is effective on the Effective Date as stated in the Group Policy and attached to and made part of the Group Policy and Certificate of Insurance.

The following language is added to the Group Policy and Certificate of Insurance:

The Company uses Maximum Allowable Charge schedules to determine claim payments. Payment is the lesser of the dentist's submitted charge or the Maximum Allowable Charge.

Maximum Allowable Charges for Covered Services are determined by geographical area of the dental office. The Maximum Allowable Charges in the geographical area of the dental office are used to calculate the Company's payment on claims. Maximum Allowable Charges are reviewed periodically and adjusted as appropriate to reflect increased dentist fees within the geographical areas. Participating Dentists accept their contracted Maximum Allowable Charges as payment in full for Covered Services.

**United Concordia**  
**Rider to Schedule of Benefits**  
**Preventive Incentive®**

This Rider is effective on August 1, 2009 and is attached to and made a part of the Schedule of Benefits.

Benefits for the following services shown as covered on the Schedule of Benefits will not be counted toward accumulation of the program Maximum indicated on the Schedule of Benefits:

- Exams
- Cleanings (routine prophylaxis)
- All X-Rays
- Fluoride Treatments
- Sealants
- Palliative Treatment (Emergency)

## **United Concordia**

### **Rider to Schedule of Benefits and Schedule of Exclusions and Limitations**

#### **Enhanced Dental Benefit**

This Rider is effective on August 1, 2009 and is attached to and made a part of the Schedule of Benefits and Schedule of Exclusions and Limitations.

#### **SCHEDULE OF BENEFITS**

The Company will pay benefits for the following Covered Services equal to 100% of the Maximum Allowable Charge, subject to the annual program Maximum shown on the Schedule of Benefits.

D0415	Collection of microorganisms for culture and sensitivity
D0425	Caries susceptibility tests
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis
D4341	Periodontal scaling and root planing -- four or more teeth per quadrant
D4342	Periodontal scaling and root planing -- one to three teeth, per quadrant
D4910	Periodontal maintenance
D7288	Brush biopsy – transepithelial sample collection

No Waiting Period will be applied to the above procedures.

No Deductible will be applied to the above procedures.

The Company will pay benefits for the following Covered Service equal to 50% of the Maximum Allowable Charge, subject to the annual program Maximum shown on the Schedule of Benefits.

D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report
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No Waiting Period will be applied to the above procedures.

No Deductible will be applied to the above procedures.

#### **SCHEDULE OF EXCLUSIONS AND LIMITATIONS**

The Limitations detailed below are added to the Schedule of Exclusions and Limitations.

D0415	Collection of microorganisms for culture and sensitivity—one per lifetime
D0425	Caries susceptibility tests-- one per lifetime
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis-- one per lifetime
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report -- six per 12 months
D7288	Brush biopsy – transepithelial sample collection-- one per lifetime

**R-EDB (03/07)**

The following replaces the Limitation on the Schedule of Exclusions and Limitations for fluoride treatment:

Fluoride treatment or Fluoride varnish – two per twelve (12) months under age nineteen (19) with the exception of Members who have had surgical periodontic treatment to which the age Limitation shall not apply.

Limitations on the periodontal scaling and root planing services covered under this Rider are shown on the Schedule of Exclusions and Limitations.

Limitations on the periodontal maintenance services covered under this Rider are shown on the Schedule of Exclusions and Limitations.

## SCHEDULE OF EXCLUSIONS AND LIMITATIONS

Exclusions and limitations may differ by state. Some exclusions and/or limitations may be waived depending on the Member's medical condition. Only American Dental Association procedure codes are covered.

### **EXCLUSIONS – The following services, supplies or charges are excluded:**

1. Started prior to the Member's Effective Date or after the Termination Date of coverage under the Group Policy (e.g. multi-visit procedures such as endodontics, crowns, bridges, inlays, onlays, and dentures).
2. For house or hospital calls for dental services and for hospitalization costs (e.g. facility-use fees).
3. That are the responsibility of Workers' Compensation or employer's liability insurance, or for treatment of any automobile-related injury in which the Member is entitled to payment under an automobile insurance policy. The Company's benefits would be in excess to the third-party benefits and therefore, the Company would have right of recovery for any benefits paid in excess.

For Group Policies issued and delivered in Georgia, Missouri and Virginia, only services that are the responsibility of Workers' Compensation or employer's liability insurance shall be excluded from this Plan.

For Group Policies issued and delivered in North Carolina, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are excluded only to the extent such services or supplies are the liability of the employee according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

For Group Policies issued and delivered in Maryland, this exclusion does not apply.

4. For prescription and non-prescription drugs, vitamins or dietary supplements.

For Group Policies issued and delivered in Arizona and New Mexico, this exclusion does not apply.

5. Administration of nitrous oxide and/or IV sedation, unless specifically indicated on the Schedule of Benefits.

For Group Policies issued and delivered in Washington, this exclusion does not apply when required dental services and procedures are performed in a dental office for covered persons under the age of seven (7) or physically or developmentally disabled.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

6. Which are Cosmetic in nature as determined by the Company (e.g. bleaching, veneer facings, personalization or characterization of crowns, bridges and/or dentures).

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

For Group Policies issued and delivered in New Jersey, this exclusion does not apply for Cosmetic services for newly born children of Members.

For Group Policies issued and delivered in Washington, this exclusion does not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

7. Elective procedures (e.g. the prophylactic extraction of third molars).

8. For congenital mouth malformations or skeletal imbalances (e.g. treatment related to cleft lip or cleft palate, disharmony of facial bone, or required as the result of orthognathic surgery including orthodontic treatment).

For Group Policies issued and delivered in Kentucky, Minnesota and Pennsylvania, this exclusion shall not apply to newly born children of Members including newly adoptive children, regardless of age.

For Group Policies issued and delivered in Colorado, Hawaii, Indiana, Missouri, New Jersey and Virginia, this exclusion shall not apply to newly born children of Members.

For Group Policies issued and delivered in Florida, this exclusion shall not apply for diagnostic or surgical dental (not medical) procedures rendered to a Member of any age.

For Group Policies issued and delivered in Washington, this exclusion shall not apply in the instance of congenital abnormalities for covered newly born children from the moment of birth.

9. For dental implants and any related surgery, placement, restoration, prosthetics (except single implant crowns), maintenance and removal of implants unless specifically covered under the Certificate.

10. Diagnostic services and treatment of jaw joint problems by any method unless specifically covered under the Certificate. Examples of these jaw joint problems are temporomandibular joint disorders (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in New York, diagnostic services and treatment of jaw joint problems related to a medical condition are excluded unless specifically covered under the Certificate. These jaw joint problems include but are not limited to such conditions as temporomandibular joint disorder (TMD) and craniomandibular disorders or other conditions of the joint linking the jaw bone and the complex of muscles, nerves and other tissues related to the joint.

For Group Policies issued and delivered in Florida, this exclusion does not apply to diagnostic or surgical dental (not medical) procedures for treatment of temporomandibular joint disorder (TMD) rendered to a Member of any age as a result of congenital or developmental mouth malformation, disease or injury and such procedures are covered under the Certificate or the Schedule of Benefits.

For Group Policies issued and delivered in Minnesota, this exclusion does not apply.

11. For treatment of fractures and dislocations of the jaw.

For Group Policies issued and delivered in New York, this exclusion does not apply if dental services are required for sound teeth as a result of accidental injury.

12. For treatment of malignancies or neoplasms.
13. Services and/or appliances that alter the vertical dimension (e.g. full-mouth rehabilitation, splinting, fillings) to restore tooth structure lost from attrition, erosion or abrasion, appliances or any other method.
14. Replacement or repair of lost, stolen or damaged prosthetic or orthodontic appliances.
15. Preventive restorations.
16. Periodontal splinting of teeth by any method.
17. For duplicate dentures, prosthetic devices or any other duplicative device.
18. For which in the absence of insurance the Member would incur no charge.
19. For plaque control programs, tobacco counseling, oral hygiene and dietary instructions.
20. For any condition caused by or resulting from declared or undeclared war or act thereof, or resulting from service in the National Guard or in the Armed Forces of any country or international authority.

For Group Policies issued and delivered in Oklahoma, this exclusion does not apply.

21. For treatment and appliances for bruxism (e.g. night grinding of teeth).
22. For any claims submitted to the Company by the Member or on behalf of the Member in excess of twelve (12) months after the date of service.

For Group Policies issued and delivered in Maryland, failure to furnish the claim within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible, and, except in the absence of legal capacity of the Member, not later than one (1) year from the time the claim is otherwise required.

23. Incomplete treatment (e.g. patient does not return to complete treatment) and temporary services (e.g. temporary restorations).
24. Procedures that are:
  - part of a service but are reported as separate services
  - reported in a treatment sequence that is not appropriate
  - misreported or that represent a procedure other than the one reported.
25. Specialized procedures and techniques (e.g. precision attachments, copings and intentional root canal treatment).
26. Fees for broken appointments.
27. Those not Dentally Necessary or not deemed to be generally accepted standards of dental treatment. If no clear or generally accepted standards exist, or there are varying positions within the professional community, the opinion of the Company will apply.

**LIMITATIONS – Covered services are limited as detailed below. Services are covered until 12:01 a.m. of the birthday when the patient reaches any stated age:**

1. Full mouth x-rays – one (1) every 5 year(s).
2. Bitewing x-rays – one (1) set(s) per 6 months under age fourteen (14) and one (1) set(s) per 12 months age fourteen (14) and older.
3. Oral Evaluations:
  - Comprehensive and periodic – two (2) of these services per 12 months. Once paid, comprehensive evaluations are not eligible to the same office unless there is a significant change in health condition or the patient is absent from the office for three (3) or more year(s).
  - Limited problem focused and consultations – one (1) of these services per dentist per patient per 12 months.
  - Detailed problem focused – one (1) per dentist per patient per 12 months per eligible diagnosis.
4. Prophylaxis – two (2) per 12 months. One (1) additional for Members under the care of a medical professional during pregnancy.
5. Fluoride treatment – two (2) per 12 months under age nineteen (19).
6. Space maintainers – one (1) per three (3) year period for Members under age nineteen (19) when used to maintain space as a result of prematurely lost deciduous molars and permanent first molars, or deciduous molars and permanent first molars that have not, or will not, develop.
7. Sealants – one (1) per tooth per 3 year(s) under age sixteen (16) on permanent first and second molars.
8. Prefabricated stainless steel crowns – one (1) per tooth per lifetime for Members under age fifteen (15).
9. Periodontal Services:
  - Full mouth debridement – one (1) per lifetime.
  - Periodontal maintenance following active periodontal therapy – two (2) per 12 months in addition to routine prophylaxis.
  - Periodontal scaling and root planing – one (1) per 24 months per area of the mouth.
  - Surgical periodontal procedures – one (1) per 24 months per area of the mouth.
  - Guided tissue regeneration – one (1) per tooth per lifetime.
10. Replacement of restorative services only when they are not, and cannot be made, serviceable:
  - Basic restorations – not within 12 months of previous placement.
  - Single crowns, inlays, onlays – not within 5 year(s) of previous placement.
  - Buildups and post and cores – not within 5 year(s) of previous placement.
  - Replacement of natural tooth/teeth in an arch – not within 5 year(s) of a fixed partial denture, full denture or partial removable denture.
11. Denture relining, rebasing or adjustments are considered part of the denture charges if provided within 6 months of insertion by the same dentist. Subsequent denture relining or rebasing limited to one (1) every 3 year(s) thereafter.
12. Pulpal therapy – one (1) per eligible tooth per lifetime. Eligible teeth limited to primary anterior teeth under age six (6) and primary posterior molars under age twelve (12).
13. Root canal retreatment – one (1) per tooth per lifetime.
14. Recementation – one (1) per 12 months. Recementation during the first 12 months following insertion of the crown or bridge by the same dentist is included in the crown or bridge benefit.
15. An alternate benefit provision (ABP) will be applied if a covered dental condition can be treated by means of a professionally acceptable procedure which is less costly than the treatment recommended by the dentist. The ABP does not commit the member to the less costly treatment. However, if the member and the dentist choose the more expensive treatment, the member is responsible for the additional charges beyond those allowed under this ABP.
16. Payment for orthodontic services shall cease at the end of the month after termination by the Company.

This limitation does not apply to Group Policies issued and delivered in Maryland.