



BlueCross BlueShield
of Illinois



Your Health Care Benefits Program

Dental Benefits

Current Dental Terminology[®] American Dental Association

Herscher Community Unit School District #2

Group #265634 - Dental PPO - Low

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104711.0919



CERTIFICATE OF COVERAGE

Blue Cross and Blue Shield of Illinois
(herein called "BCBSIL" or "Carrier")

Herscher Community Unit School District #2

Hereby certifies that it has issued a **Group Dental Benefits** Contract (herein called the "Plan"). Subject to the provisions of the Plan, each Employee (Subscriber) to whom a Blue Cross and Blue Shield of Illinois Identification Card is issued, together with their eligible Dependents for whom application is initially made and accepted, shall have coverage under the Plan, beginning on the Effective Date, if the Employer makes timely payment of total premium due to the Carrier. Issuance of this Benefit Booklet by BCBSIL does not waive the eligibility and Effective Date provisions stated in the Plan.

President of Blue Cross and Blue Shield of Illinois

The Dental Schedule of Coverage enclosed with this Benefit Booklet indicates benefit percentages, Deductibles, maximums, and other benefit and payment issues that apply to the Plan.

WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-CONTRACTING PROVIDERS ARE USED. You should be aware that when you elect to utilize the services of a Non-Contracting Provider for a covered service in non-emergency situations, benefit payments to such Non-Contracting Provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your Plan's fee schedule, usual and customary charge (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the Plan. **YOU CAN EXPECT TO PAY MORE THAN THE COINSURANCE AMOUNT DEFINED UNDER THIS COVERAGE AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.** Non-Contracting Providers may bill members for any amount up to the billed charge after the Plan has paid its portion of the bill. Contracting Providers have agreed to accept discounted payments for services with no additional billing to the member other than Coinsurance and Deductible Amounts. You may obtain further information about the participating status of professional Providers and information on out-of-pocket expenses by calling the toll free telephone number on your Identification Card.

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Division of Health Care Service Corporation

Dental Schedule of Coverage



BlueCross BlueShield of Illinois

The Deductibles, Coinsurance Amount, and Annual Maximum below are subject to change as permitted by applicable law.

BlueCare DentalSM

Covered Services	Contracting Dentist	Non-Contracting Dentist
Diagnostic Evaluations (<i>Deductible waived</i>)	100%	100%
Preventive Services (<i>Deductible waived</i>)	100%	100%
Diagnostic Radiographs (<i>Deductible waived</i>)	100%	100%
Miscellaneous Preventive Services (<i>Deductible waived</i>)	100%	100%
Basic Restorative Services	100%	80%
Non-Surgical Extractions	100%	80%
Non-Surgical Periodontal Services*	100%	80%
Adjunctive Services	100%	80%
Implants	Not Covered	Not Covered
Orthodontia	Not Covered	Not Covered
Deductible	\$25 individual / \$75 family	\$25 individual / \$75 family
Annual Maximum	\$500	\$500

Benefits for covered services received from a Contracting Dentist are based on the Allowable Amount, and such Dentist cannot balance bill for charges in excess of this Allowable Amount.

Benefits for covered services received from a Non-Contracting Dentist will be based upon an Allowable Amount determined by BCBSIL, where non-contracting Allowable Amount will be not less than the amount BCBSIL would have paid, for the same covered service, supply, or procedure if performed or provided by a Contracting Dentist, and it is possible that such Dentist will balance bill for amounts above this.

INTRODUCTION

This Plan is offered by your Employer as one of the benefits of your employment. The benefits provided are intended to assist you with many of your dental care expenses for Dentally Necessary services and supplies. Coverage under this Plan is provided regardless of your race, color, national origin, disability, age, sex, gender identity or sexual orientation. There are provisions throughout this Benefit Booklet that affects your dental care coverage. It is important that you read the Benefit Booklet carefully so you will be aware of the benefits and requirements of this Plan.

The defined terms in this Benefit Booklet are capitalized and shown in the appropriate provision in the Benefit Booklet or in the **DEFINITIONS** section of the Benefit Booklet. Whenever these terms are used, the meaning is consistent with the definition given. Terms in italics may be section headings describing provisions or they may be defined terms.

The terms “you” and “your” as used in this Benefit Booklet refer to the Employee.

Benefits available under the Plan are explained in the **COVERED DENTAL SERVICES** section. The benefits available to you are indicated on the Dental Schedule of Coverage in this Benefit Booklet.

You are covered only for those benefit categories of services selected by your Employer and shown on your Dental Schedule of Coverage.

The benefit percentage to be applied to each category of service is shown on your Dental Schedule of Coverage.

Important Contact Information

Resource	Contact Information	Accessible Hours
Dental Customer Service Helpline	1-800-538-8833	Monday – Friday 8:00 a.m. – 6:00 p.m. (hours are subject to change)
Website	www.bcbsil.com	24 hours a day 7 days a week

Dental Customer Service Helpline

Dental Customer Service Representatives can:

- Give you information about Contracting Dentists;
- Distribute claim forms;
- Answer your questions on claims;
- Assist you in identifying a Contracting Dentist (but will not recommend specific Dentists);
- Provide information on the features of the Plan.

BCBSIL Website

Visit the BCBSIL website at www.bcbsil.com for information about BCBSIL, access to forms referenced in this Benefit Booklet, and much more.

WHO GETS BENEFITS

Eligibility

The Eligibility Date is the date a person becomes eligible to be covered under the Plan. A person becomes eligible to be covered when the person becomes an Eligible Employee or a Dependent under the Plan. The Eligibility Date is:

- The date the Employee, including any Dependents to be covered, completes the Waiting Period, if any, for coverage;
- For a new Dependent of an Employee already having coverage under the Plan, the date the Employee acquired the Dependent (date of marriage, Civil Union, birth, Court Order, placement of a foster child, adoption, or suit for adoption).

Any person eligible under this Contract and covered by the Employer's previous dental care Plan on the date prior to the Contract Date, including any person who has continued group coverage under applicable federal or state law is eligible on the Contract Date. Otherwise, you are eligible for coverage under the Plan when you satisfy the definition of an Eligible Employee.

Dependent Eligibility

If you apply for coverage, you may include your Dependents. Eligible Dependents are:

1. Your spouse or Civil Union partner;
2. A child under the limiting age shown in the definition of Dependent;
3. A child of any age who is medically certified as *Disabled* and dependent on you;
4. Any other child included as an eligible Dependent under the Contract. A detailed description of Dependent is in the **DEFINITIONS** section of this Benefit Booklet.

An Employee must be covered first in order to cover their eligible Dependents. No Dependent shall be covered hereunder prior to the Employee's Effective Date.

Applying For Coverage

You may apply for coverage for yourself and your eligible Dependents by submitting an *Enrollment Application/Change form* to your Employer or BCBSIL.

No eligibility rules or variations in premium will be imposed based on your health status, dental condition, claims experience, receipt of health care, dental history, genetic information, evidence of insurability, disability, or any other health status related factor. Coverage under this Plan is provided regardless of your race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes or benefits of this Plan that are based on clinically indicated, reasonable dental management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

Effective Dates of Coverage

The Effective Date is the date the coverage for a Participant actually begins.

It is important that your application for coverage under the Plan is received timely by the Carrier. If you apply for coverage and pay any required premium for yourself and your eligible Dependents and if you:

1. Are eligible on the Contract Date and the application is received by the Carrier prior to or within 31 days following such date, your coverage will become effective on the Contract Date;
2. Enroll for coverage for yourself or your Dependents during an Open Enrollment Period, coverage shall become effective on the Contract Anniversary Date, provided your application is received timely by the Carrier.

WHO GETS BENEFITS

In no event will your Dependent's coverage become effective prior to your Effective Date.

Late Applications

If you apply for coverage for yourself or for yourself and any Dependents and your application is not received within 31 days from your Eligibility Date, you will not be eligible to apply for coverage until the next Open Enrollment Period unless qualified for a Special Enrollment Period.

Special Enrollment Periods

Special enrollment periods have been designated during which you may apply for or request a change in coverage for yourself and/or your eligible Dependents. You must apply for coverage within 31 days from the date of a triggering event in order to qualify for the changes described in this ***Special Enrollment Period*** subsection, including the following:

- 1. Birth, Adoption, or Party to a Suit for Adoption, Placement of a Foster Child or Court-Ordered Dependent Coverage**
The Effective Date of coverage will be the date of birth, adoption, or party to a suit for adoption or date of placement of a foster child. The Effective Date of coverage for Court-Ordered Dependent coverage will be determined by BCBSIL in accordance with the provisions of the Court Order.
- 2. Marriage**
The Effective Date of coverage will be no later than the first day of the month following your marriage date or becoming party to a Civil Union.

BCBSIL **must** receive notification from you on an *Enrollment Application/Change Form* during the 31-day period after the event. If you wait until after this 31-day period, the coverage will become effective on the Contract Anniversary Date following your Employer's next Open Enrollment Period.

Enrollment Application/Change Form

Use this form to...

- Notify the Plan and BCBSIL of a change to your name;
- Add Dependents (other than a newborn child where notification only is required);
- Drop Dependents;
- Cancel all or a portion of your coverage;
- Notify BCBSIL of all changes in address for yourself and your Dependents.

You may obtain this form from your Employer, by calling the BCBSIL Dental Customer Service Helpline telephone number shown in this Benefit Booklet or on your Identification Card, or by accessing the BCBSIL website. If a Dependent's address and zip code are different from yours, be sure to indicate this information on the form. After you have completed the form, return it to your Employer.

Changes in Your Family

You should promptly notify the Carrier, as appropriate, in the event of a birth or follow the instructions below when events, such as but not limited to, the following take place:

- If you are adding a Dependent due to marriage, Civil Union or placement of a foster child, adoption, or a child being involved in a suit for which an adoption of a child is sought, or your Employer receives a Court Order to provide health or dental coverage for a Participant's child or your spouse or Civil Union partner, you must submit an *Enrollment Application/Change Form* and the coverage of the Dependent will become effective as described in this **WHO GETS BENEFITS** section.

WHO GETS BENEFITS

- When you divorce or terminate a Civil Union, your child reaches the Dependent child age limit or a Participant in your family dies, coverage under the Plan terminates in accordance with the **Termination of Coverage** provisions.

Notify your Employer promptly if any of these events occur. Benefits for expenses incurred after termination are not available. If your Dependent's coverage is terminated, premium refunds will not be made for any period before the date of notification. If benefits are paid prior to notification to BCBSIL, refunds will be requested.

Please refer to the **Continuation of Group Coverage - Federal** subsection in this Benefit Booklet for additional information.

HOW THE PLAN WORKS

Allowable Amount

The Allowable Amount is the maximum amount of benefits BCBSIL will pay for Eligible Dental Expenses you incur under the Plan. The portion of the charges by your Dentist that exceeds the Allowable Amount of BCBSIL will be your responsibility to pay to your Dentist, except when you have used a Contracting Dentist. You will also be responsible for charges for services, supplies, and procedures limited or not covered under the Plan and any applicable Deductibles and Coinsurance Amounts.

Review the definition of Allowable Amount in the **DEFINITIONS** section of this Benefit Booklet to understand the guidelines used by BCBSIL.

Course of Treatment

Your Dentist may decide on a planned series of dental procedures which a dental exam shows you need. In cases where there is more than one professionally acceptable covered procedure or Course of Treatment, benefits will be covered for the least costly covered procedure or Course of Treatment, as determined by the Plan. If the Participant requests or accepts the more costly service, the person is responsible for expenses that exceed the amount covered for the least costly service.

Current Dental Terminology (CDT)

The most recent edition of the manual published by the American Dental Association (ADA) entitled “Current Dental Terminology and Procedure Codes (CDT)” is used when classifying dental services.

The Allowable Amount for an Eligible Dental Expense will be based on the most inclusive procedure codes.

Freedom of Choice

<i>Each time you need dental care, you can choose to:</i>	
<i>See a Contracting Dentist</i>	<i>See a Non-Contracting Dentist</i>
<ul style="list-style-type: none">• Your out-of-pocket cost will generally be the least amount because Contracting Dentists have contracted to accept a lower Allowable Amount as payment in full for Eligible Dental Expenses;• You are not required to file claim forms;• You are not balance billed for costs exceeding the BCBSIL Allowable Amount for Contracting Dentists.	<ul style="list-style-type: none">• Your out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSIL to accept any Allowable Amount determination as payment in full for Eligible Dental Expenses;• You are required to file claim forms;• You may be balanced billed by Non-Contracting Dentists for costs exceeding the BCBSIL Allowable Amount.

In each event as described above, you will be responsible for the following:

- Any applicable Deductibles;
- Coinsurance Amounts;
- Services that are limited or not covered under the Plan.

If your Dentist is not a Contracting Dentist, you may be responsible for filing your claim, as described in the **CLAIM FILING AND APPEALS PROCEDURES** portion of this Benefit Booklet. You may also be responsible for payment in full at the time services are rendered.

HOW THE PLAN WORKS

To find a Contracting Dentist, you may look up a dental Provider in the Dental Directory, log on to the Blue Cross and Blue Shield of Illinois website at www.bcbsil.com and search for a Dentist using Provider Finder, or call the Dental Customer Service Helpline number located in this Benefit Booklet or on your Identification Card.

How Benefits are Calculated

Your benefits are based on a percentage of the Dentist's Allowable Amount. To determine your benefits, subtract the Deductible (if applicable and not previously satisfied) from your Eligible Dental Expenses, then, multiply the difference by the Coinsurance Amount percentage applicable to the benefit category of services shown on your Dental Schedule of Coverage. The resulting total is the amount of benefits available.

The remaining unpaid amounts, including any excess portion above the Allowable Amount, except when you have used a Contracting Dentist, any Deductible, and your Coinsurance Amount will be your responsibility to pay to your Dentist.

When using a Non-Contracting Dentist, your out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSIL to accept any Allowable Amount determination as payment in full for Eligible Dental Expenses. You may be balanced billed by Non-Contracting Dentists for costs exceeding the BCBSIL Allowable Amount.

Identification Card

The Identification Card tells Providers that you are entitled to benefits under your Employer's dental care plan with BCBSIL. The card offers a convenient way of providing important information specific to your coverage including, but not limited to, the following:

- ***Your Subscriber identification number.*** This unique identification number is preceded by a three character alpha prefix that identifies Blue Cross and Blue Shield of Illinois as your Carrier.
- ***Your group number.*** This is the number assigned to identify your Employer's dental care Plan with BCBSIL.
- ***Important telephone numbers.***

Always remember to carry your Identification Card with you and present it to your Dentist when receiving dental care services or supplies. Do not let anyone who is not named in your coverage use your Identification Card to receive benefits.

Please remember that any time a change in your family takes place it may be necessary for a new Identification Card to be issued to you (refer to the **WHO GETS BENEFITS** section for instructions when changes are made). Upon receipt of the change in information, the Carrier will provide a new Identification Card.

Predetermination of Benefits

If a Course of Treatment for non-emergency services can reasonably be expected to involve Eligible Dental Expenses in excess of \$300, a description of the procedures to be performed and an estimate of the Dentist's charge should be filed with and predetermined by BCBSIL prior to the commencement of treatment.

BCBSIL may request copies of existing radiographic images, photographs, models, and any other records used by the Dentist in developing the Course of Treatment. BCBSIL will review the reports and materials, taking into consideration alternative Courses of Treatment. BCBSIL will notify you and the Dentist of the benefits to be provided under the Plan. Predetermination gives you and your Dentist the opportunity to know the extent of the benefits available. Benefit payments may be reduced based on any claims paid after a predetermination estimate is provided.

CLAIM FILING AND APPEALS PROCEDURES

Filing of Claims Required

In order to obtain your dental benefits under this Benefit Booklet, it is necessary for a claim to be filed with BCBSIL.

To file a claim, obtain an Attending Dentist's Statement from your Employer before going to the Dentist. The Attending Dentist's Statement is used for pre-estimation of benefits. It is your responsibility to ensure that the necessary claim information has been provided to BCBSIL.

You must complete and sign the Subscriber/Insured Information of the Attending Dentist's Statement. As soon as treatment has ended, ask your Dentist to complete and sign the Attending Dentist's Statement, and file it with:

Blue Cross and Blue Shield of Illinois
P. O. Box 23059
Belleville, Illinois 62223-0059

Claims must be filed with BCBSIL within 365 days from the date your covered service was rendered. Claims not filed within the required time period will not be eligible for payment. Should you have any questions about filing claims, ask your Employer or call BCBSIL.

Dental Claim Procedures

BCBSIL will process all claims according to the benefit program within 30 days of receipt of all information required to process a claim. In the event that BCBSIL does not process a claim within this 30-day period, you or the valid assignee shall be entitled to interest at the rate of 9% per year, from the 30th day after the receipt of all claim information until the date payment is actually made. However, interest payment will not be made if the amount is \$1.00 or less. BCBSIL will notify you or the valid assignee when all information required to pay a claim within 30 days of the claim's receipt has not been received. (For information regarding assigning benefits, see **Assignment and Payment of Benefits** subsection of this Benefit Booklet.)

If the claim is denied you will receive a notice from BCBSIL with:

1. The reasons for denial;
2. A reference to the dental care plan provisions on which the denial is based;
3. A description of additional information which may be necessary to perfect the claim, and
4. An explanation of how you may have the claim reviewed by BCBSIL if you do not agree with the denial.

REVIEW OF CLAIM DETERMINATIONS

Claim Appeal Procedures

If your claim has been denied you may request an appeal BCBSIL will review its decision in accordance with the following procedure.

CLAIM FILING AND APPEALS PROCEDURES

Within 180 days after you receive notice of a denial or partial denial, write to BCBSIL. BCBSIL will need to know the reasons why you do not agree with the denial or partial denial. Send your request to:

Blue Cross and Blue Shield of Illinois
P. O. Box 23059
Belleville, Illinois 62223-0059

You may also designate a representative to act for you in the review appeal procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative. To obtain an authorized representative form, you or your authorized representative may call BCBSIL at the number on the back of your Identification Card.

While BCBSIL will honor telephone requests for information, such inquiries will not constitute a request for appeal.

You and your authorized representative may ask to see relevant documents and may submit written issues, comments and additional medical information within 180 days after you receive notice of a denial or partial denial or at any time during the claim appeal process. BCBSIL will give you a written decision within 60 days after it receives your request for appeal.

If you have any questions about the claims procedures or the review procedure, write or call BCBSIL Headquarters. BCBSIL offices are open from 8:45 A.M. to 4:45 P.M., Monday through Friday. Customer service hours and operations are subject to change without notice.

Blue Cross and Blue Shield of Illinois
300 East Randolph
Chicago, Illinois 60601-5099

Filing an appeal does not prevent you from filing a complaint with the Illinois Department of Insurance (IDOI) or keep IDOI from investigating a complaint. IDOI can be contacted at the following address:

Illinois Department of Insurance
Consumer Division
320 Washington Street
Springfield, IL 62767
(877) 527-9431 Toll-free phone
(217) 558-2083 Fax number
complaints@ins.state.il.us Email address
<https://mc.insurance.illinois.gov/messagecenter.nsf>

If you have a claim for benefits which is denied or ignored, you may have the right to file suit in a state or federal court.

Actions Against BCBSIL

No lawsuit or action in law or equity may be brought by you or on your behalf prior to the expiration of 60 days after Proof of Loss has been filed in accordance with the requirement of the Plan and no such action will be brought at all unless brought within three years from the expiration of the time within which Proof of Loss is required by the Plan.

ELIGIBLE DENTAL EXPENSES, PAYMENT OBLIGATIONS, AND BENEFITS

Eligible Dental Expenses

The Plan provides coverage for services and supplies that are considered Dentally Necessary. The benefit percentage to be applied to each category of service is shown on the Dental Schedule of Coverage.

For benefits available for Eligible Dental Expenses, please refer to the Dental Schedule of Coverage in this Benefit Booklet. Your benefits are calculated on a Calendar Year basis unless otherwise stated. At the end of a Calendar Year, a new benefit period starts for each Participant.

Deductibles

The benefits of the Plan will be available after satisfaction of the applicable Deductibles as shown on your Dental Schedule of Coverage. The Deductibles are explained as follows:

Calendar Year Deductible: The individual Deductible amount shown under “Deductible” on your Dental Schedule of Coverage must be satisfied by each Participant under your coverage each Calendar Year. This Deductible, unless otherwise indicated, will be applied to all categories of services, before benefits are available under the Plan.

The following are exceptions to the Deductibles described above.

If you have several covered Dependents, all charges used to apply toward a “per individual” amount will be applied toward the “per family” amount shown on your Dental Schedule of Coverage. When that family Deductible amount is reached, no further individual Deductibles will have to be satisfied for the remainder of that Calendar Year. No Participant will contribute more than the individual Deductible amount to the family Deductible amount.

Maximum Dental Benefits

Annual Maximum Benefit

The total amount of benefits available to any one Participant for all combined categories of services for a Calendar Year shall not exceed the “Annual Maximum Benefit” amount shown on your Dental Schedule of Coverage.

This Annual Maximum Benefit amount includes:

1. All payments made by BCBSIL under the benefit provisions of the Plan except for when indicated on your Dental Schedule of Coverage; and
2. Any benefits provided to a Participant under a dental care plan held by the Employer with BCBSIL immediately prior to the Participant's Effective Date of coverage under this Plan.

Maximum Lifetime Benefits

The total amount of benefits available to any one Participant under the Plan shall not exceed the “Maximum Lifetime Benefits” amount as shown on your Dental Schedule of Coverage.

Changes in Benefits

Benefits for Eligible Dental Expenses incurred during a Course of Treatment that begins before the change will be those benefits in effect on the day the Course of Treatment was started.

COVERED DENTAL SERVICES

The Plan will provide benefits for the following Eligible Dental Expenses, subject to the limitations and exclusions described in this Benefit Booklet, only if the category of service is shown on your Dental Schedule of Coverage. The benefit percentage applicable to each category of service is also shown on your Dental Schedule of Coverage.

You are covered only for those categories of services shown on the Dental Schedule of Coverage issued with this Benefit Booklet.

Diagnostic Evaluations

Diagnostic evaluations aid the Dentist in determining the nature or cause of a dental disease and include:

- Periodic oral evaluations for established patients.
- Problem focused exam, whether limited, detailed or extensive.
- Comprehensive oral evaluations for new or established patients.
- Comprehensive periodontal evaluations for new or established patients.
- Oral evaluations of children under three years of age, including counseling with primary caregiver.

Benefits for periodic, extensive, and detailed oral evaluations are limited to a combined maximum of two exam(s) every Calendar Year. Comprehensive oral evaluations are limited to one every 36 months when performed by the same Dentist.

Benefits will not be provided for comprehensive periodontal evaluations or problem-focused evaluations when Eligible Dental Expenses are rendered on the same date as any other oral evaluation by the same Dentist.

Preventive Services

Preventive services are performed to prevent dental disease. Eligible Dental Expenses include:

- Prophylaxis – Professional cleaning and polishing of the teeth. Benefits are limited to two cleaning(s) every Calendar Year.
- Scaling in presence of generalized moderate or severe gingival inflammation. Benefits are limited to one per Calendar Year. If this benefit is utilized, only one prophylaxis is allowed in a Calendar Year in combination.
- Topical application of fluoride – Benefits for topical application of fluoride are available for Participants under age 14 and are limited to one application every Calendar Year.

Combination of prophylaxes and periodontal maintenance treatments are limited to a combination of two every Calendar Year.

Diagnostic Radiographs

Diagnostic radiographic images are taken to diagnose a dental disease and include their interpretations. Eligible Dental Expenses include:

- Full-mouth (intraoral complete series) and panoramic films – Benefits are limited to a combined maximum of one every 60 months.
- Bitewing films – Benefits are limited to four horizontal images or eight vertical radiographic images once every Calendar Year.
- Bitewing films are not separately eligible when taken on the same date as full-mouth films.
- Periapical films, as necessary for diagnosis – Benefits are limited to six every Calendar Year.

COVERED DENTAL SERVICES

Miscellaneous Preventive Services

Miscellaneous preventive services are other services performed to prevent dental disease and include:

- Sealants – Benefits for sealants are limited to one per permanent (first and second) molar per lifetime and are available for Participants under age 16.
- Space Maintainers – Benefits for space maintainers are limited to a lifetime maximum of one appliance per arch for Participants up to age 19.
- Palliative treatment (emergency) of dental pain, when treatment is not performed in conjunction with a definitive treatment or service.

Basic Restorative Services

Basic restorative services are restorations necessary to repair dental decay, including tooth preparation, all adhesives, bases, liners and polishing. Eligible Dental Expenses include:

- Amalgam restorations – Benefits are limited to one restorative service per tooth every 12 months.
- Resin-based composite restorations – Benefits are limited to one restorative service per tooth every 12 months.

Non-Surgical Extractions

Non-surgical extractions are non-surgical removal of tooth and tooth structures and include:

- Removal of retained coronal remnants – deciduous tooth.
- Removal of erupted tooth or exposed root.

Non-Surgical Periodontal Services

Non-surgical periodontal service is the non-surgical treatment of a dental disease in the supporting and surrounding tissues of the teeth (gums) and includes:

- Periodontal scaling and root planing – Benefits are limited to once per quadrant every 36 months.
- Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis limited to once per 36 months.
- Periodontal maintenance procedures – Benefits are limited to two every Calendar Year in combination with oral prophylaxis following active periodontal treatment.

Enhanced Benefits

Participants diagnosed and receiving active medical care for the following medical conditions as determined by the Plan such as – pregnancy, diabetes, and cardiovascular disease – may receive one of the following enhanced dental benefits after standard benefits are completed:

- One additional cleaning; or
- Periodontal scaling and root planing (up to 2 quadrants); or
- Periodontal maintenance.

Enhanced benefits apply to the annual benefit maximum.

COVERED DENTAL SERVICES

Adjunctive Services

Adjunctive general services include:

- Palliative treatment (emergency) of dental pain, when treatment is not performed in conjunction with a definitive treatment or service.
- Deep sedation/general anesthesia and intravenous/non-intravenous conscious sedation – By report only and when determined to be Medically Necessary by the Plan for Participants with documented medical or dental conditions. A person's apprehension does not constitute a Medical Necessity.

DENTAL LIMITATIONS AND EXCLUSIONS

These general limitations and exclusions apply to all services described in this dental Contract. Dental coverage is limited to services provided by a Dentist, a dental auxiliary, (as defined in the **DEFINITIONS** section) licensed to perform services covered under this dental Contract.

Important Information About Your Dental Benefits

- ***Dental Procedures Which Are Not Medically Necessary***

Please note that in order to provide you with dental care benefits at a reasonable cost, this Contract provides benefits only for those Eligible Dental Expenses that are determined by the Plan to be Medically Necessary.

No benefits will be provided for procedures which are not Medically Necessary.

The fact that a Dentist may prescribe, order, recommend or approve a procedure does not of itself make such a procedure or supply Medically Necessary.

- ***Care By More Than One Dentist***

If you change Dentists in the middle of a particular Course of Treatment, benefits will be provided as if you had stayed with the same Dentist until your treatment was completed. There will be no duplication of benefits.

- ***Alternate Benefits***

In all cases in which there is more than one covered procedure or Course of Treatment possible to treat a covered dental condition, the benefit will be based upon the least costly covered procedure or Course of Treatment, as determined by the Plan. If the Participant requests or accepts the more costly service, the Participant is responsible for expenses that exceed the amount covered for the least costly service.

If you and your Dentist decide on:

- personalized restorations; or
- personalized complete or partial dentures and overdentures; or
- to employ specialized techniques for dental services rather than standard procedures,

the benefits provided will be limited to the benefit for the standard procedures for dental services, as determined by the Plan.

- ***Non-Compliance with Prescribed Care***

Any additional treatment and resulting liability which is caused by the lack of a Participant's cooperation with the Dentist or from non-compliance with prescribed dental care will be the responsibility of the Participant.

Exclusions and Limitations

No benefits will be provided under this Contract for:

1. Services or supplies not specifically listed as an Eligible Dental Expense, or when they are related to a non-covered service.
2. Amounts which are in excess of the Allowable Amount, as determined by the Plan.

DENTAL LIMITATIONS AND EXCLUSIONS

3. Dental services for treatment of congenital or developmental malformation, or services performed for cosmetic purposes, including but not limited to:
 - bleaching teeth; and
 - grafts to improve aesthetics.
4. Dental services, radiographic images, or appliances for the diagnosis and/or treatment of temporomandibular joint dysfunction and related disorders, unless specifically mentioned in this Benefit Booklet or if resulting from an Accidental Injury. Dental services or appliances to increase vertical dimension, unless specifically mentioned in this Benefit Booklet.
5. Dental services which are performed due to an Accidental Injury. Injury caused by chewing or biting an object or substance placed in your mouth is not considered an Accidental Injury.
6. Services and supplies for any illness or injury suffered after the Participant's Effective Date:
 - as a result of war or any act of war, declared or undeclared; or
 - while on active or reserve duty in the armed forces of any country or international authority.
7. Services or supplies that are not Dentally Necessary or do not meet accepted standards of dental practice.
8. Services or supplies which are Experimental/Investigational in nature or not fully approved by a Council of the American Dental Association.
9. Hospital and ancillary charges.
10. Implants and any related services and supplies (other than crowns, bridges and dentures supported by implants) associated with the placement and care of implants, unless your Dental Schedule of Coverage shows that the dental Plan chosen provides coverage for implant services.
11. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
12. Services or supplies for which “discounts” or waiver of Deductible or Coinsurance Amounts are offered.
13. Services or supplies received from someone other than a Dentist, except for those services received from a licensed dental hygienist under the supervision and guidance of a Dentist, where applicable.
14. Services or supplies received for behavior management or consultation purposes.
15. Any services or supplies provided in connection with an occupational sickness or an injury sustained in the scope of and in the course of any employment whether or not benefits are, or could upon proper claim be, provided under the Workers' Compensation law.
16. Any services or supplies for which benefits are, or could upon proper claim be, provided under any laws enacted by the Legislature of any state, or by the Congress of the United States, or any laws, regulations or established procedures of any county or municipality, except any program which is a state plan for medical/dental assistance (Medicaid); provided, however, that this exclusion shall not be applicable to any coverage held by the Participant for dental expenses which is written as a part of or in conjunction with any automobile casualty insurance policy.
17. Charges for nutritional, tobacco or oral hygiene counseling.
18. Charges for local, state or territorial taxes on dental services or procedures.
19. Charges for the administration of infection control procedures as required by OSHA, local, state or federal mandates.
20. Charges for duplicate, temporary or provisional prosthetic device or other duplicate, temporary or provisional appliances.

DENTAL LIMITATIONS AND EXCLUSIONS

21. Charges for telephone consultations, email or other electronic consultations, missed appointments, completion of a claim form or forwarding requested records or radiographic images.
22. Charges for prescription or non-prescription mouthwashes, rinses, topical solutions, preparations or medicament carriers.
23. Charges for personalized complete or partial dentures and overdentures, related services and supplies, or other specialized techniques.
24. Charges for athletic mouth guards, isolation of tooth with rubber dam, metal copings, mobilization of erupted/malpositioned tooth, precision attachments for partials and/or dentures and stress breakers.
25. Chemical treatments or localized delivery of chemotherapeutic agents.
26. Charges for local anesthesia, nitrous oxide analgesia, therapeutic, parenteral drugs, or other drugs or medicaments and/or their application.
27. Charges for a partial or full denture or fixed bridge which includes replacement of a tooth which was missing prior to your Effective Date under this Contract.
28. Replacement of an extracted or missing third molar and/or congenitally missing teeth.
29. Any services, treatments or supplies included as Eligible Dental Expenses under other hospital, medical and/or surgical coverage.
30. Case presentations or detailed and extensive treatment planning when billed for separately.
31. Charges for occlusion analysis or occlusal adjustments.
32. Endodontic retreatment provided within 12 months of the initial endodontic therapy by the same Dentist.
33. Pulp vitality tests, endodontic endosseous implants, intentional reimplantations, canal preparations, fitting of preformed dowel and post, or post removal.
34. Endodontic therapy if you discontinue endodontic treatment.
35. Surgical services related to congenital or developmental malformation.
36. Prophylactic removal of third molars or impacted teeth (asymptomatic, nonpathological) or for bony impactions covered by another benefit plan.
37. Excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof or floor of the mouth.
38. Anatomical crown exposure.
39. Excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prosthesis); treatment of fractures of facial bones; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation, or excision of the temporomandibular joints.
40. Guided tissue regeneration, or for biologic materials to aid in tissue regeneration.
41. Charges for replacement of stolen, lost, or defective dentures, crowns or other appliances.
42. Splinting of teeth including double retainers for removable partial dentures and fixed bridgework.
43. Any procedure, service, or appliance for the purpose of altering or maintenance of vertical dimension of occlusion.
44. Appliances or restoration of teeth due to lost vertical dimension of occlusion, erosion, attrition, abrasion, or abfraction. Benefits are not provided for the appliances or restorations to restore occlusion or incisal edges due to bruxism or harmful habits.

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45. Any procedure, service, or appliance provided primarily for cosmetic purposes. Facings, repairs to facings or replacement of facings on crowns or bridge units on molar teeth shall be considered cosmetic.
46. Precision or semiprecision attachments.
47. Gold foil restorations.
48. Tests and oral pathology procedures, or for re-evaluations.
49. The replacement of a lost or defective crown.

DEFINITIONS

The definitions used in this Benefit Booklet apply to all coverage unless otherwise indicated.

Accidental Injury means accidental bodily injury resulting, directly and independently of all other causes.

Allowable Amount means the maximum amount determined by BCBSIL to be eligible for consideration of payment for a particular service, supply, or procedure.

- ***For Dentists contracting with BCBSIL*** – The Allowable Amount is based on the terms of the Dentist's contract and BCBSIL's methodology in effect on the date of service.
- ***For Dentists not contracting with BCBSIL*** – The Allowable Amount is based on the amount BCBSIL would have paid for the same covered service, supply, or procedure if performed or provided by a Contracting Dentist.

Unless otherwise stipulated by a contract between the Dentist and BCBSIL:

- ***For services performed in Illinois*** – The Allowable Amount is based upon the applicable methodology for Dentists with similar experience and/or skills.
- ***For services performed outside of Illinois*** – The Allowable Amount will be established by identifying Dentists with similar experience or skills in order to establish the applicable amount for the procedure, services, or supplies.
- ***For multiple surgical procedures performed in the same operative area*** – The Allowable Amount for all surgical procedures performed on the same patient on the same day will be the amount for the single procedure with the highest Allowable Amount plus an additional Allowable Amount for covered supplies or services.
- ***When a less expensive professionally acceptable service, supply, or procedure is available*** – The Allowable Amount will be based upon the least expensive services. This is not a determination of Dental Necessity, but merely a contractual benefit allowance.

The Allowable Amount for all Eligible Dental Expenses also includes the administration of any local anesthesia and necessary infection control as required by state and federal mandates.

Calendar Year means the period commencing each January 1 and ending on the next succeeding December 31, inclusive.

Civil Union means a legal relationship between two persons, of either the same or opposite sex, established pursuant to or as otherwise recognized by the Illinois Religious Freedom Protection and Civil Union Act.

Coinsurance Amount means the dollar amount (expressed as a percentage) of Eligible Dental Expenses incurred by a Participant during a Calendar Year that exceeds benefits provided under the Plan.

Contract Anniversary Date means the corresponding date in each year after the Contract Date for as long as the Contract is in force.

Contract Date means the date on which coverage for the Employer's Contract with BCBSIL commences.

Contracting Dentist means a Dentist who has entered into a written agreement with BCBSIL, who has contracted directly with any division or subsidiary of Health Care Service Corporation (HCSC) and/or who has entered into an agreement with another entity with which HCSC or any of its subsidiaries has contracted.

DEFINITIONS

Course of Treatment means any number of dental procedures or treatments performed by a Dentist in a planned series resulting from a dental examination concurrently revealing the need for such procedures or treatments.

Court Order means a direction issued by a court or a judge requiring a Participant to do or not do something. A Court Order may also include an administrative order.

Deductible means the dollar amount of Eligible Dental Expenses that must be incurred by a Participant before benefits under the Plan will be available.

Dentally Necessary or Dental Necessity means those services, supplies, or appliances covered under the Plan which are:

1. Essential to, consistent with, and provided for the diagnosis or the direct care and treatment of the dental condition or injury; and
2. Provided in accordance with and are consistent with generally accepted standards of dental practice in the United States; and
3. Not primarily for the convenience of the Participant or the Participant's Dentist; and
4. The most economical supplies, appliances, or levels of dental service that are appropriate for the safe and effective treatment of the Participant.

Dentist means a person, when acting within the scope of their license, who is a Doctor of Dentistry (D.D.S. or D.M.D. degree) and shall also include a person who is a Doctor of Medicine or a Doctor of Osteopathy.

Dependent means your spouse or Civil Union partner or any *child* who has been determined to be eligible for coverage, if applicable, and who is covered under the Plan.

Child means a natural child, a stepchild, an eligible foster child, a child of your Civil Union partner, an adopted child (including a child for whom you or your spouse is a party in a suit in which the adoption of the child is sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status or any combination of those factors. Enrolled unmarried children will be covered up to age 30 if they: Live within the state of Illinois; and have served as an active or reserve member of any branch of the Armed Forces of the United States; and have received a release or discharge other than a dishonorable discharge. A child not listed above whose primary residence is your household and to whom you are legal guardian or related by blood or marriage and who is dependent upon you for more than one-half of their support as defined by the Internal Revenue Code of the United States, is also considered a *Dependent child* under the Plan.

For purposes of this Plan, the term *Dependent* (inclusive of Civil Union partners) will also include those individuals who no longer meet the definition of a *Dependent*, but are beneficiaries under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or continued under the appropriate provisions of the applicable Illinois law, if any.

Effective Date means the date the coverage for a Participant actually begins. It may be different from the Eligibility Date.

Eligible Dental Expenses means the professionally recognized dental services, supplies, or appliances for which a benefit is available to a Participant when provided by a Dentist on or after the Effective Date of coverage and for which the Participant has an obligation to pay.

Eligible Employee means an Employee who works on a full-time basis and who usually works at least 30 hours a week. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an Employee under a Health Benefit Plan of a Large Employer.

DEFINITIONS

The term does not include an Employee who:

1. Works on a part-time, temporary, seasonal, or substitute basis, or
2. Is covered under (a) another Health Benefit Plan, or (b) a self-funded or self-insured employee welfare benefit plan that provides health benefits and that is established in accordance with the Employee Retirement Income Security Act of 1974, or
3. Elects not to be covered under the Small Employer's Health Benefit Plan and is covered under (a) the Medicaid program; (b) another federal program, including the TRICARE program or Medicare program; or (c) a benefit plan established in another country.

Employee means an individual employed by a Large Employer.

For purposes of this plan, the term *Employee* may also include those individuals who are no longer an Employee of the Large Employer, but who are Participants covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or continued under the appropriate provisions of the applicable Illinois law, if any.

Experimental/Investigational means the use of any treatment, procedure, facility, equipment, drug, device, or supply not accepted as *standard medical treatment* of the condition being treated or any of such items requiring Federal or other governmental agency approval not granted at the time services were provided.

Approval by a Federal agency means that the treatment, procedure, facility, equipment, drug, device, or supply has been approved for the condition being treated and, in the case of a drug, in the dosage used on the patient.

As used herein, *medical treatment* includes medical, surgical, or dental treatment.

Standard medical treatment means the services or supplies that are in general use in the medical community in the United States, and:

- have been demonstrated in peer reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;
- are appropriate for the hospital or Provider in which they were performed; and
- the Dentist has had the appropriate training and experience to provide the treatment or procedure.

The medical/dental staff of BCBSIL shall determine whether any treatment, procedure, facility, equipment, drug, device, or supply is Experimental/Investigational, and will consider the guidelines and practices of Medicare, Medicaid, or other government-financed programs in making its determination.

Although a Dentist may have prescribed treatment, and the services or supplies may have been provided as the treatment of last resort, BCBSIL still may determine such services or supplies to be Experimental/Investigational within this definition. Treatment provided as part of a clinical trial or a research study is Experimental/Investigational.

Identification Card means the card issued to the Employee by the Carrier indicating pertinent information applicable to the Participant's dental coverage.

Large Employer (Employer) means a person (individual, corporation, partnership, or other legal entity) who employed an average of at least 51 Employees on business days during the preceding Calendar Year and who employs at least two Employees on the first day of the Calendar Year.

Medically Necessary or Medical Necessity generally means that a specific procedure to you is required for the treatment or management of a dental symptom or condition and that the procedure performed is the most efficient and economical procedure which can safely be provided to you.

DEFINITIONS

The fact that a Provider may prescribe, order, recommend or approve a procedure does not by itself make such procedure Medically Necessary.

Non-Contracting Dentist means a Dentist who is not a Contracting Dentist as defined herein.

Open Enrollment Period means the 31-day period, selected by the Employer, preceding the next Contract Anniversary Date during which Employees and Dependents may enroll for coverage.

Participant means an Employee or Dependent whose coverage has become effective under this Contract.

Proof of Loss means written evidence of a claim including:

1. The form on which the claim is made;
2. Bills and statements reflecting services and items furnished to a Participant and amounts charged for those services and items that are covered by the claim; and
3. Correct diagnosis code(s) and procedure code(s) for the services and items.

Provider means a physician, Dentist or any other person, company, or institution furnishing to a Participant, when acting within their scope of their license, an item of service or supply listed as an Eligible Dental Expenses.

Waiting Period means the number of days of continuous employment required by the Employer that must pass before an individual, who is a potential enrollee under the Plan, is eligible to be covered for benefits.

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Agent

The Employer is not the agent of the Carrier.

Amendments

The Plan may be amended or changed at any time by agreement between the Employer and BCBSIL.

Assignment and Payment of Benefits

Under this Benefit Booklet, BCBSIL has the right to make any benefit payment either directly to the Provider of the covered services or to you, unless reasonable evidence of a properly executed and enforceable assignment of benefit payment has been received by BCBSIL sufficiently in advance of BCBSIL's benefit payment. For example, BCBSIL may pay benefits to you if you receive covered services from a Non-Contracting Dentist. BCBSIL is specifically authorized by you to determine to whom any benefit payment should be made.

Once covered services are rendered by a Provider, you have no right to request BCBSIL not to pay the claim submitted by such Provider and no such request will be given effect. In addition, BCBSIL will have no liability to you or any other person because of its rejection of such request.

Except for the assignment of benefit payment described above, this Benefit Booklet and a Participant's claim for benefits under this Benefit Booklet is expressly non-assignable and non-transferable to any person or entity, including any Provider, at any time before or after covered services are rendered to a Participant, and coverage under this Benefit Booklet is expressly non-assignable and non-transferable and will be forfeited if you attempt to assign or transfer coverage or aid or attempt to aid any person in fraudulently obtaining coverage. Any such assignment or transfer of a claim for benefits or coverage shall be null and void.

Blue Cross and Blue Shield of Illinois as an Independent Plan

The Employer, on behalf of itself and its Employees, hereby expresses acknowledges its understanding that the Plan constitutes a contract solely between the Employer and BCBSIL, that BCBSIL is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting BCBSIL to use the Blue Cross and Blue Shield Service Mark in the state of Illinois, and that BCBSIL is not contracting as the agent of the Association. The Employer further acknowledges and agrees that it has not entered into the Plan based upon representations by any person other than BCBSIL and that no person, entity, or organization other than BCBSIL shall be held accountable or liable to the Employer for any of BCBSIL's obligations to the Employer created under the Plan. This paragraph shall not create any additional obligations whatsoever on the part of BCBSIL other than those obligations created under other provisions of the Plan.

Conformity with State Statutes

Any provision of this Benefit Booklet which, on its Effective Date, is in conflict with the statutes of the state in which the Participant resides on such date is hereby amended to conform to the minimum requirements of such statutes.

Disclosure Authorization

If you file a claim for benefits, it will be necessary that you authorize any Dentist, insurance carrier, or other entity to furnish BCBSIL all information and records or copies of records relating to the diagnosis, treatment, or care of any individual included under your coverage. If you file claims for benefits, you and your Dependents will be considered to have waived all requirements forbidding the disclosure of this information and records.

GENERAL PROVISIONS

Entire Contract

This Benefit Booklet, including the application and any amendments and riders constitutes the entire Contract of insurance and no change is valid unless approved by an executive officer of BCBSIL and unless such approval be endorsed hereon and attached hereto.

Participant/Dentist Relationship

The choice of a Dentist should be made solely by you or your Dependents. BCBSIL does not furnish services or supplies but only makes payment for Eligible Dental Expenses incurred by Participants. BCBSIL is not liable for any act or omission by any Dentist. BCBSIL does not have any responsibility for a Dentist's failure or refusal to provide services or supplies to you or your Dependents. Care and treatment received are subject to the rules and regulations of the Dentist selected and are available only for treatment acceptable to the Dentist.

Refund Of Benefit Payments

If BCBSIL pays benefits for Eligible Dental Expenses incurred by you or your Dependents and it is found that the payment was more than it should have been, or was made in error, BCBSIL has the right to a refund from the person to or for whom such benefits were paid, any other insurance company, or any other organization. If no refund is received, BCBSIL may deduct any refund due from any future benefit payment.

Time Limit on Certain Defenses

After two years from the date of issue of this Benefit Booklet no misstatements, except fraudulent misstatements, made by the applicant in the application for such Benefit Booklet shall be used to void the Benefit Booklet or to deny a claim for illness or injury beginning after the expiration of such two year period.

Reimbursement

When BCBSIL pays benefits under the Contract and it is determined that a negligent third party is liable for the same expenses, BCBSIL has the right to receive first reimbursement from the monies payable from the negligent third party equal to the amount BCBSIL has paid for such expenses. The Participant hereby agrees to reimburse BCBSIL from any monies recovered from a negligent third party as a result of a judgment against, settlement with, or otherwise paid by the third party. The Participant agrees to take action against the third party, furnish all information, and provide assistance to BCBSIL regarding the action taken, and execute and deliver all documents and information necessary for BCBSIL to enforce our rights of reimbursement.

BCBSIL's process to recover by subrogation or reimbursement will be conducted in accordance with Illinois law.

Coordination of Benefits

Coordination of Benefits (COB) applies to this Benefit Program when you or your covered Dependent has health/dental care coverage under more than one Benefit Program.

The order of benefit determination rules should be looked at first. Those rules determine whether the benefits of this Benefit Program are determined before or after those of another Benefit Program. The benefits of this Benefit Program:

1. Shall not be reduced when, under the order of benefit determination rules, this Benefit Program determines its benefits before another Benefit Program; but

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2. May be reduced when, under the order of benefits determination rules, another Benefit Program determines its benefits first. This reduction is described below in *When this Benefit Program is a Secondary Program* section.

In addition to the **DEFINITIONS** section of this Benefit Booklet, the following definitions apply to this section:

Allowable Expense means covered service, when the covered service is covered at least in part by one or more Benefit Program covering the person for whom the claim is made.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under this definition unless your stay in a private hospital room is Medically Necessary either in terms of generally accepted medical practice or as specifically defined in the Benefit Program.

When a Benefit Program 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.

Benefit Program means any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

1. Individual or 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.
2. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX of the Social Security Act).

Each contract or other arrangement under (1) or (2) above is a separate Benefit Program. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Benefit Program.

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 Benefit Program, or any part of a year before the date this COB provision or a similar provision takes effect.

Primary Program or Secondary Program means the order of payment responsibility as determined by the order of benefit determination rules.

When this Benefit Program is the Primary Program, its benefits are determined before those of the other Benefit Program and without considering the other program's benefits.

When this Benefit Program is a Secondary Program, its benefits are determined after those of the other Benefit Program and may be reduced because of the other program's benefits.

When there are more than two Benefit Programs covering the person, this Benefit Program may be a Primary Program as to one or more other programs, and may be a Secondary Program as to a different program or programs.

GENERAL PROVISIONS

Order of Benefit Determination

When there is a basis for a claim under this Benefit Program and another Benefit Program, this Benefit Program is a Secondary Program that has its benefits determined after those of the other program, unless:

1. The other Benefit Program has rules coordinating its benefits with those of this Benefit Program; and
2. Both those rules and this Benefit Program's rules, described below, require that this Benefit Program's benefits be determined before those of the other Benefit Program.

This Benefit Program determines its order of benefit payments using the first of the following rules that applies:

1. Non-Dependent or Dependent

The benefits of the Benefit Program that covers the person as an Employee, member or Subscriber (that is, other than a Dependent) are determined before those of the Benefit Program that covers the person as Dependent; except that, if the person is also a Medicare beneficiary, Medicare is:

- a. Secondary to the Benefit Program covering the person as a Dependent; and
- b. Primary to the Benefit Program covering the person as other than a Dependent, for example a retired Employee.

2. Dependent Child if Parents not Separated or Divorced

Except as stated in rule 3 below, when this Benefit Program and another Benefit Program cover the same child as a Dependent of different persons, (i.e., "parent"):

- a. The benefits of the program of the parent whose birthday (month and day) falls earlier in a Calendar Year are determined before those of the program of the parent whose birthday falls later in that year; but
- b. If both parents have the same birthday, the benefits of the Benefit Program that covered the parents longer are determined before those of the Benefit Program that covered the other parent for a shorter period of time.

However, if the other Benefit Program does not have this birthday-type rule, but instead has a rule based upon gender of the parent, and if, as a result, the Benefit Programs do not agree on the order of benefits, the rule in the other Benefit Program will determine the order of benefits.

3. Dependent Child if Parents Separated or Divorced

If two or more Benefit Programs cover a person as a Dependent child of divorced or separate parents, benefits for the child are determined in this order:

- a. First, the program of the parent with custody of the child;
- b. Then, the program of the spouse of the parent with custody of the child; and
- c. Finally, the program of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health/dental care expenses of the child, and the entity obligated to pay or provide the benefits of the program of that parent has actual knowledge of those terms, the benefits of that program are determined first. The program of the other parent shall be the Secondary Program. This does not apply with respect to any Claim Determination Period or Benefit Program year during which any benefits are actually paid or provided before the entity has that actual knowledge. It is the obligation of the person claiming benefits to notify BCBSIL and, upon its request, to provide a copy of the court decree.

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4. Dependent Child if Parents Share Joint Custody

If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health/dental care expenses of the child, the Benefit Programs covering the child shall follow the order of benefit determination rules outlined in 2 above.

5. Young Adult as a Dependent

For a Dependent child who has coverage under either or both parents' plans and also has their own coverage as a Dependent under a spouse's plan, rule 8, "Length of Coverage" applies. In the event the Dependent child's coverage under the spouse's plan began on the same date as the Dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule of rule 2 to the Dependent child's parent or parents and the Dependent's spouse.

6. Active or Inactive Employee

The benefits of a Benefit Program that covers a person as an Employee who is neither laid off nor retired (or as that Employee's Dependent) are determined before those of a Benefit Program that covers that person as a laid-off or retired Employee (or as that Employee's Dependent). If the other Benefit Program does not have this rule, and if, as a result, the Benefit Programs do not agree on the order of benefits, this rule shall not apply.

7. Continuation of Coverage

If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Benefit Program, the following shall be the order of benefit determination:

- a. First, the benefits of a Benefit Program covering the person as an Employee, member or Subscriber (or as that person's Dependent);
- b. Second, the benefits under the continuation coverage.

8. Length of Coverage

If none of the rules in this section determines the order of benefits, the benefits of the Benefit Program that covered an Employee, member or Subscriber longer are determined before those of the Benefit Program that covered that person for the shorter term.

When this Benefit Program is a Secondary Program

In the event this Benefit Program is a Secondary Program as to one or more other Benefit Programs, the benefits of this Benefit Program may be reduced.

The benefits of this Benefit Program will be reduced when:

1. The benefits that would be payable for the Allowable Expenses under this Benefit Program in the absence of this COB provision; and
2. The benefits that would be payable for the Allowable Expenses under the other Benefit Programs, in the absence of provisions with a purpose like that of this COB provision, whether or not a claim is made;

exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of this Benefit Program will be reduced so that they and the benefits payable under the other Benefit Programs do not total more than those Allowable Expenses.

If you are eligible for Medicare Part B, the benefits of this Benefit Program may be reduced taking into consideration the amount that would be payable for an Allowable Expense under Medicare Part B whether or not you have enrolled in Part B and/or received payment from Medicare.

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When the benefits of this Benefit Program are reduced as described, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Benefit Program.

Right to Receive and Release Needed Information

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

Facility of Payment

A payment made under another Benefit Program may include an amount that should have been paid under this Benefit Program. If it does, BCBSIL may pay that amount to the organization that made the payment under the other Benefit Program. That amount will then be treated as though it were a benefit paid under this Benefit Program. BCBSIL 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.

Right of Recovery

If the amount of payments made by BCBSIL 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 payments made” includes the reasonable cash value of any benefits provided in the form of services.

Termination of Coverage

BCBSIL is not required to give you prior notice of termination of coverage. BCBSIL will not always know of the events causing termination until after the events have occurred.

Termination of Individual Coverage

Coverage under the Plan for you and/or your Dependents will automatically terminate when:

1. Your portion of the group premium is not received timely by BCBSIL; or
2. You no longer satisfy the definition of an Employee as defined in this Benefit Booklet, including termination of employment; or
3. The Plan is terminated; or
4. A Dependent ceases to be a Dependent as defined in the Plan.

However, when any of these events occur, you and/or your Dependents may be eligible for continued coverage. See **Continuation of Group Coverage - Federal** in the **GENERAL PROVISIONS** section of this Benefit Booklet.

The Carrier may refuse to renew the coverage of an Eligible Employee or Dependent for fraud or intentional misrepresentation of a material fact by that individual.

Coverage for a child of any age who is medically certified as *Disabled* and dependent on you will not terminate upon reaching the limiting age shown in the definition of Dependent if the child continues to be both:

1. *Disabled*; and
2. Dependent upon you for support and maintenance as defined by the Internal Revenue Code of the United States.

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Disabled means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. The disability must begin while the child is covered under the Plan and before the child attains the limiting age. You must submit satisfactory proof of the disability and dependency through your Employer to the Carrier within 31 days following the child's attainment of the limiting age. As a condition to the continued coverage of a child as a *Disabled* Dependent beyond the limiting age, the Carrier may require periodic certification of the child's physical or mental condition but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

Termination of the Group

The coverage of all Participants will terminate if the group is terminated in accordance with the terms of the Plan.

Continuation of Group Coverage - Federal

The following “events” **may** provide you or your Dependents an option to continue group coverage:

1. Your death, divorce, retirement, or eligibility for Medicare;
2. The termination of your status as an Employee (except for reason of gross misconduct) or retirement;
3. If you are covered as a retired Employee, the filing of a Title XI bankruptcy proceeding by the group;
or
4. Your child's marriage or reaching the “Dependent child age limit”.

If such an event occurs, you or your Dependents should immediately contact your Employer to determine your rights.

If the occurrence of the event requires coverage to terminate and if there is a right to continue the group coverage, the election to do so must be made within a prescribed time period. You or your Dependents may be required to pay your own premium rates. Any continued coverage will be identical to that of similarly situated members of the group, including any changes (see your Dental Schedule of Coverage). Hence, changes in the group premium rates or benefits will change the premium rates or benefits for any continued coverage.

The continued coverage automatically terminates after a period of time (never to exceed three years) but will be terminated earlier upon the occurrence of certain circumstances. These circumstances include, but are not limited to, nonpayment of premium, entitlement to or coverage under Medicare and coverage under any other group health coverage which does not contain a limitation with respect to a preexisting condition of the Participant (even if such coverage is less valuable than your current health plan). Your Employer will give you more detailed information upon your request.

Information Concerning Employee Retirement Income Security Act of 1974 (ERISA)

If the Plan is part of an “employee welfare benefits plan” and “welfare plan” as those terms are defined in ERISA:

1. The Employer will furnish summary plan descriptions, annual reports, and summary annual reports to you and other Plan Participants and to the government as required by ERISA and its regulations.
2. BCBSIL will furnish the Employer with this Benefit Booklet as a description of benefits available under this Plan.
3. Claims for benefits must be made in writing on a timely basis in accordance with the provisions of this Plan. Claim filing and claim review procedures are found in the **CLAIM FILING AND APPEALS PROCEDURES** section of this Benefit Booklet.

GENERAL PROVISIONS

4. BCBSIL is not the ERISA “Plan Administrator” for benefits or activities pertaining to the Plan.
5. This Benefit Booklet is a Certificate of Coverage and not a summary plan description.
6. The Employer has given BCBSIL the authority to interpret the Plan's provisions and to make eligibility and benefit determinations.

AMENDMENTS

NOTICES

Continuation Coverage Rights Under COBRA

This section does not apply to your Dependent who is a party to a Civil Union and their children.

Note: Certain Employers may not be affected by **Continuation Coverage Rights Under COBRA**. See your Employer should you have any questions about COBRA.

Introduction

You are receiving this notice because you have recently become covered under your Employer's Plan. This notice contains important information about your possible right to COBRA continuation coverage, which is a temporary extension of coverage under this Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group dental coverage. It can become available to other members of your family who are covered under the Plan when they would otherwise lose their group dental coverage.

For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's summary plan description or contact your Employer.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your Dependent children could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an Employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an Employee, you will become a qualified beneficiary if you will lose your coverage under the plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than their gross misconduct;
- Your spouse becomes enrolled in Medicare (Part A, Part B or both); or
- You become divorced or legally separated from your spouse.

Your Dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-Employee dies;
- The parent-Employee's hours of employment are reduced;
- The parent-Employee's employment ends for any reason other than their gross misconduct;
- The parent-Employee becomes enrolled in Medicare (Part A, Part B or both);
- The parent becomes divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a Dependent child.

If the Plan provides dental care coverage to retired Employees, the following applies: Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Employer, and that bankruptcy results in the loss of coverage of any retired Employee covered under the Plan, the retired Employee will become a qualified beneficiary with respect to the bankruptcy. The retired Employee's spouse, surviving spouse and Dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Employer has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Employee, in the event of retired Employee dental coverage, commencement of a proceeding in bankruptcy with respect to the Employer, or the Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must be notified of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the Employee and spouse or a Dependent child's losing eligibility for coverage as a Dependent child), you must notify the Employer within 60 days after the qualifying event occurs. Contact your Employer and/or the COBRA administrator for procedures for this notice, including a description of any required information or documentation.

How is COBRA Coverage Provided?

Once the Employer receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Employee, the Employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a Dependent child's losing eligibility as a Dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the Employee's hours of employment, and the Employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the Employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare 8 months before the date on which your employment terminates, COBRA continuation coverage for your spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability Extension of 18-Month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Employer in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Contact your Employer and/or the COBRA administrator for procedures for this notice, including a description of any required information or documentation.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and Dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and Dependent children receiving continuation coverage if the Employee or former Employee dies, becomes entitled to Medicare benefits (Part A, Part B or both), or gets divorced or legally separated or if the Dependent child stops being eligible under the Plan as a Dependent child, but only if the event would have caused the spouse or Dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights, should be addressed to your Employer. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed Of Address Changes

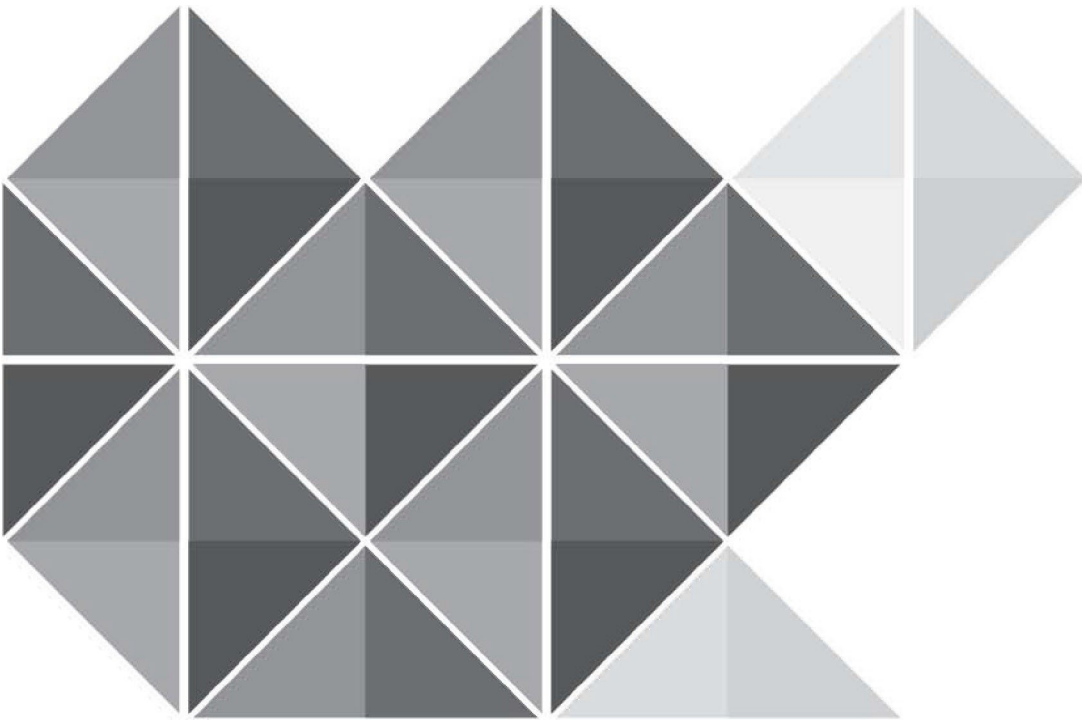
In order to protect your family's rights, you should keep the Employer informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to your Employer.

Plan Contact Information

Contact your Employer for the name, address and telephone number of the party responsible for administering your COBRA continuation coverage.



**BlueCross BlueShield
of Illinois**



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