

# Advantage AVN2 Dental Plan Florida



**HUMANA**<sup>®</sup>  
*CompBenefits*



# CompBenefits Company

## Agreement And Certificate of Benefits

Provided that all Contributions and Copayments required by this Certificate are paid when due, CompBenefits Company (hereinafter referred to as "Company") hereby agrees to provide Benefits to the Subscriber subject to all the provisions, definitions, limitations, and conditions of this Certificate outlined below:



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Gerald L. Ganoni  
President

### I. Definitions

- A. **"Agreement and Certificate of Benefits"** (hereinafter referred to as "Certificate") is that document provided to the Subscriber that specifies Benefits and conditions of Coverage.
- B. **"Benefits"** are those Dental Care Services available to the Members as stated in their Certificates.
- C. **"Contributions"** are those periodic payments due Company by Subscriber to receive Benefits as provided by the Certificate.
- D. **"Copayment"** is an additional fee the Participating General Dentist or Participating Specialist may charge Member when providing Dental Care Services not specified as "No Charge" in the Certificate.
- E. **"Copayment Benefits"** are those Dental Care Services for which there are reduced fees which are due and payable directly by the Member to the Participating General Dentist or Participating Specialist at the time the services are rendered or in accordance with the particular payment procedures of the Participating General Dentist or Participating Specialist.
- F. **"Dental Care Services"** are those services to be performed by a Participating General Dentist or Participating Specialist pursuant to the terms of the Certificate and a Participating General Dentist Agreement or a Participating Specialist Agreement.
- G. **"Dental Facility"** is the location of the Participating General Dentist's or Participating Specialist's office where Members shall receive Dental Care Services.
- H. **"Dependent"** means the following dependents of the Subscriber: a) the legal spouse; and b) all unmarried dependent children under nineteen (19) years of age, or under twenty-three (23) if they are full-time students in an accredited college or university and dependent on the Subscriber for primary support (unless otherwise negotiated or covered by amendment to this Certificate). The term "children" also includes: a) adopted children and b) stepchildren and foster children living with the Subscriber in a parent-child relationship.
- I. **"Effective Date"** is the first day that a Member is entitled to receive Benefits designated in the Certificate.

- J. **“Enrollment Fee”** is a one-time application fee for non-group contracts.
- K. **“Member”** is a Subscriber and/or covered eligible Dependent of a Subscriber.
- L. **“Necessary Treatment”** is that set of Dental Care Services determined by the Participating General Dentist or Participating Specialist as required to establish and maintain Member’s good oral health.
- M. **“No Charge Benefits”** are those Dental Care Services for which there are no additional fees due the Participating General Dentist or Participating Specialist by Member.
- N. **“Participating General Dentists and Participating Specialists”** are those licensed dentists selected and contracted with Company as independent contractors to provide dental Benefits to Members.
- O. **“Subscriber”** is a member in good standing for whom the necessary Contributions and Copayments have been made in payment for Dental Care Services and to whom a Certificate evidencing coverage has been issued.
- P. **“Treatment Plan”** is that individual proposal by the Participating General Dentist or Participating Specialist outlining the recommended course of Member’s Dental Care Services. A written copy may be requested by the Member.
- Q. **“Usual Charges”** are those fees that are customarily charged for Dental Care Services by the Participating General Dentist or Participating Specialist. Said charges are not determined by Company.

## II. Contributions and Copayments

It is agreed that in order for Member to be eligible for and entitled to receive Benefits provided by this Certificate, Company must receive all Contributions in advance. The Participating General Dentist or Participating Specialist must receive any Copayments in accordance with their particular payment procedure.

## III. Benefits

From the Effective Date, Company agrees to provide Benefits to Members through Participating General Dentists or Participating Specialists on a No Charge or Copayment basis in accordance with the Schedule of Benefits contained in this Certificate. There is no exclusion due to pre-existing dental conditions except in those instances in which treatment has been initiated but not yet completed prior to the Effective Date.

## IV. Duration of Agreement

Except under the following conditions, Company and Subscriber shall maintain this Certificate in force for a period of not less than twelve (12) months:

- A. Except for nonpayment of Contributions or termination of eligibility, Company may cancel this Certificate with forty-five (45) days written notice for the following reasons:
  - 1. When a Member commits any action of fraud or material misrepresentation in applying for or presenting any claims for benefits involving company.

2. When a Member's behavior is disruptive, unruly, abusive, unlawful, fraudulent, or uncooperative to the extent that the Member's continuing participation seriously impairs the ability of a Participating General Dentist, or Participating Specialist, to provide services to the Member and/or to other Members.
3. When a Member misuses the documents provided as evidence of benefits available pursuant to this Certificate.
4. When a Member furnishes to the Company incorrect or incomplete information for the purposes of fraudulently obtaining services.
5. When a Dental Facility is not available within the immediate geographical area of the Subscriber.
6. When reasonable efforts by the Company to establish and maintain a satisfactory patient relationship are unsuccessful or when the Member has indicated unreasonable refusal to accept necessary treatment. When a Member refuses to accept treatment from two (2) Dental Facilities, proof of unreasonable refusal shall be presumed conclusively.
7. Prior to cancellation, the Company shall make every effort to resolve the problem through its grievance procedure and to determine that the Member's behavior is not due to use of the Dental Care Services provided or mental illness.

B. Subscriber may cancel this Certificate:

1. By notifying Company in writing within thirty (30) days of the Effective Date, provided no Dental Care Services have been rendered to the Member, all Contributions paid during such thirty (30) day period (excluding Enrollment Fees) will be refunded upon written request. If Dental Care Services have been received by the Member, then any Contribution refunds shall be first applied to the Usual Charges of the Participating General Dentist or Participating Specialist.
2. If the Subscriber permanently moves from the Company service area; unless by court order, the Subscriber is required to provide Dental Care Services for a dependent child. Cancellation shall become effective on the last day of the month in which Company receives written notification. If the Subscriber seeks cancellation after the first thirty (30) days and during the first twelve (12) months of this Certificate, the Subscriber will not be entitled to any refund of Contributions.

C. Cancellation of this Certificate by Company is without prejudice to any continuous loss which commenced while this Certificate was in force. Participating General Dentists and/or Participating Specialists shall complete all dental procedures undertaken upon the Member, until the specific treatment or procedure undertaken upon the Member has been completed or for ninety (90) days, whichever is the lesser period of time. This shall apply to acute care procedures only and shall not include non-acute continuing care which would require continuing periodic treatment. This provision is applicable relative to insolvency or discontinuance of operations of the Company, and would survive termination of this Certificate.

## **V. Continuation of Coverage**

Unless cancellation of this Certificate is made for reasons specified in IV. A. 1. Subscribers who continue to pay appropriate Contributions and Copayments will have their Certificates automatically renewed at the expiration of the first twelve (12) months. The following conditions also will apply:

- A. At the attainment of the applicable age, coverage as a Dependent shall be extended if the individual is and continues to be both:
  - 1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
  - 2. Chiefly dependent upon the Subscriber for support and maintenance, provided proof of such incapacity and dependency is furnished to Company by the Subscriber within thirty-one (31) days of the Dependent's attainment of the limiting age and subsequently as may be required by Company, but not more frequently than once every two (2) years.
- B. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that certain employers maintaining group medical and dental plans offer employees and their Dependents the opportunity to continue their coverage when such coverage ends under certain conditions.

More information about COBRA continuation can be obtained from a Subscriber's employer. COBRA does not apply to coverage maintained on any basis other than that through an employer-employee relationship.

## **VI. Coverage for Newborn Children and Adding Additional Dependents**

- A. A child born to the Subscriber while this Certificate is in force is covered under this Certificate from the moment of birth, up to thirty (30) days. If coverage is to continue, the Subscriber must notify Company within sixty (60) days from the date of birth and pay the required Contribution, if any.
- B. A child placed with you for adoption will be covered from the earlier of: 1) the date of birth if a petition for adoption is filed within 30 days of the birth of such child; 2) the date you gain custody of the child under a temporary court order that grants you conservatorship of the child; or 3) the date the child is placed with you for adoption; and additional premium, if any, is paid.
- C. Additional eligible Dependents of Subscriber may be added to this Certificate upon application to Company. When Dependents of a Subscriber become ineligible, upon application they may change their status and continue their Benefits as an individual Subscriber.

## **VII. Conversion Provisions for Group Plans**

- A. Upon request, Company shall offer a converted contract to any Subscriber or covered Dependent whose group plan coverage has been terminated, and who has been continuously covered under Company for at least three (3) months immediately prior to termination. The converted contract will provide coverage and benefits similar to the terminated contract and will be similar to the contract previously in effect.
- B. A Subscriber or covered Dependent shall not be entitled to have a converted contract issued to him or her if termination of his or her coverage occurred for any of the following reasons:

1. Failure to pay any required premium or Contribution.
  2. Replacement of any discontinued coverage by similar coverage within thirty-one (31) days.
  3. Fraud or material misrepresentation in applying for any benefits under the Certificate.
  4. Disenrollment for cause as specified in IV.A.1.
  5. Willful and knowing misuse of the Company identification card or Certificate by the Member.
  6. Willful and knowing furnishing to Company by the Member of incorrect or incomplete information for the purpose of fraudulently obtaining coverage or benefits from Company.
  7. The Subscriber has left the geographic area of Company with the intent to relocate or establish a new residence outside Company's geographic area.
- C. Subject to the conditions set forth above, the conversion privilege shall also be available to:
1. The surviving spouse and/or children, if any, at the death of the Subscriber, with respect to the spouse and such children whose coverage under the Company contract terminate by reason of such death.
  2. To the former spouse whose coverage would otherwise terminate because of annulment or dissolution of marriage, if the former spouse is dependent for financial support.
  3. To the spouse of the Subscriber upon termination of coverage of the spouse, while the Subscriber remains covered under a group Company contract, by reason of ceasing to be a qualified family Member under the group contract.
  4. To a child solely with respect to himself or herself, upon termination of his or her coverage by reason of ceasing to be a qualified family Member under a group Company contract.

## **VIII. General Provisions**

### **A. Appointments**

All non-emergency Dental Care Services rendered to Member shall be on a prior appointment basis during the normal office hours of the Participating General Dentist or Participating Specialist. In order to receive Benefits, Member must make an appointment with a Participating General Dentist or a Participating Specialist, and the request for an appointment must be made after the Effective Date. When making an appointment, Member should inform Dental Facility that he or she is a Company Member.

Member may request an emergency appointment (treatment of accidental, painful, or urgent conditions) within twenty-four (24) hours of calling the Dental Facility, subject to the appropriate Copayment.

## **B. Emergency Care**

Emergency care means treatment due to injury, accident, or severe pain requiring the services of a dentist which occurs under circumstances where it is neither medically nor physically possible for the Member to be treated by any Company Participating General Dentist or Participating Specialist. An acute periodontal abscess and an acute periapical abscess which occur under circumstances where it is not possible for the Member to be treated by any Company Participating General Dentist or Participating Specialist are examples where emergency benefits would be applicable.

### **1. Out-of-Area Emergency Care:**

When more than one hundred (100) miles from the nearest available Company Dental Facility, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental office. Company must be notified of such treatment within ninety (90) days of its receipt.

### **2. In-Service-Area Emergency Care:**

When Member is within one hundred (100) miles of any Company Dental Facility, during Company's normal business hours the Member should first contact his/her Participating General Dentist and request an emergency appointment. If his/her dentist is unable to render Emergency Care, Member should contact Company Member Services and request assistance in obtaining Emergency Care from another Company Dental Facility at that facility's usual fees less a 25% reduction.

If Emergency Care is required after Company's normal business hours, and it is not possible to contact a Company Dental Facility, Member may obtain reimbursement for expenses for Emergency Care rendered by any licensed Dentist, less applicable Company copayments, up to one hundred dollars (\$100) per Member per year, upon presentation of an itemized statement of emergency services from the dental offices. Company must be notified of such treatment within ninety (90) days of its receipt.

## **C. Change in Contributions or Benefits**

Company, at its discretion, may change the Contributions by providing Subscriber with at least thirty (30) days written notice prior to effective date of the change. Additionally, Company may increase Copayments or delete, amend, or limit any benefits under the contract upon not less than thirty (30) days prior written notice prior to the renewal of the Certificate.

## **D. Renewal**

All Subscribers who continue to pay appropriate Contributions and Copayments will have their coverage renewed automatically, subject to all applicable provisions of this Certificate.

## **E. Grace Period**

This contract has a thirty (30) day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the contract will stay in force. If full payment is not received within the thirty (30) day grace period, coverage will be terminated effective the first day of the grace period. Subscriber will be liable for the cost of Dental Care Services received during the grace period.

## **F. Reinstatement**

The following guidelines shall apply to requests for reinstatement:

1. The Subscriber must submit an application for reinstatement to Company.
2. The Subscriber must remit to Company all Contributions for the period between the termination date and the reinstatement date.

Upon receipt by Company of the application and the appropriate Contributions, Company may, at its sole discretion, retroactively resume Benefits to the termination date.

## **G. Dental Records**

Dental records concerning services rendered to Member shall remain the property of the Participating General Dentist or Participating Specialist. Member agrees that his/her dental records may be reviewed by Company as deemed necessary in compiling utilization and/or similar data. Company agrees to honor confidentiality of said data.

## **H. Limitations and Exclusions**

1. No service of any dentist other than a Participating General Dentist or Participating Specialist will be covered by Company, except out-of-area emergency care as provided in Section VIII, Paragraph B of this Certificate.
2. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, or enjoy any of the other privileges of a Member in good standing.
3. Company does not provide coverage for the following services:
  - a) Cost of hospitalization and pharmaceuticals, drugs or medications.
  - b) Services which in the opinion of the Participating General Dentist or Participating Specialist are not Necessary Treatment to establish and/or maintain the Member's oral health.
  - c) Any service that is not consistent with the normal and/or usual services provided by the Participating General Dentist or Participating Specialist or which in the opinion of the Participating General Dentist or Participating Specialist would endanger the health of the Member.
  - d) Any service or procedure which the Participating General Dentist or Participating Specialist is unable to perform because of the general health or physical limitations of the Member.

- e) Any dental treatment started prior to the Member's effective date for eligibility of benefits.
- f) Services for injuries and conditions which are covered under Workers' Compensation or Employers' Liability laws.
- g) Treatment for cysts, neoplasms and malignancies.
- h) General anesthesia.

#### **I. Incontestability**

In the absence of fraud, all statements made by the Subscriber are considered representations and not warranties during the first two years of coverage. Company may avoid providing coverage at any time if Subscriber makes a material misrepresentation in a written application.

#### **J. Conformity with Florida Law**

1. This Certificate shall be interpreted in accordance with the laws of the State of Florida and any action or claim, including arbitration, shall be brought within the State of Florida.
2. Any statute, act, ordinance, rule or regulation of any governmental authority with jurisdiction over Company shall have the effect of amending this Certificate to conform with the minimum requirements thereof.
3. In the event any portion of this Certificate is held to be void, it shall not affect any other provisions.

#### **K. Notices**

All notices, changes, or requests by Members shall be made in writing and shall be furnished by United States Mail to Company at its address as listed below:

CompBenefits Company, P.O. Box 769729, Roswell, GA 30076,  
Tel. (800) 342-5209.

#### **L. Notice of Independent Contractor Relationship**

Company assumes responsibility of fulfilling the terms of this Certificate. Participating General Dentists and Participating Specialists are independent contractors, and Company cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by a Participating General Dentist or Participating Specialist, or for any damages which result from any defective or dangerous condition in or about any Dental Facility.

#### **M. Open Enrollment for Group Plans**

Company will offer group plans at least one open enrollment period every eighteen (18) months. Such open enrollment periods will be offered for as long as the group exists unless Company and the Group mutually agree to a shorter period of time than eighteen (18) months.

## **N. Coordination of Benefits**

“Coordination of benefits” is the procedure used to pay dental care expenses when a person is covered by more than one plan. Company follows rules established by Florida law to decide which plan pays first and how much the other plan must pay. The objective is to make sure the combined payments of all plans are no more than your actual bills.

When you or your family members are covered by another group plan in addition to this one, we will follow Florida coordination of benefit rules to determine which plan is primary and which is secondary. You must submit all bills first to the primary plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary plan.

Company pays for dental care only when you follow our rules and procedures. If our rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and you will be forced to choose which plan to use.

### **PLANS THAT DO NOT COORDINATE**

Company will pay benefits without regard to benefits paid by the following kinds of coverage.

- Individual (not group) policies or contracts unless they contain a Coordination of Benefits Provision.
- Medicaid
- Group hospital indemnity plans which pay less than \$100 per day
- School accident coverage
- Some supplemental sickness and accident policies

### **HOW COMPANY PAYS AS PRIMARY PLAN**

When we are primary, we will pay the full benefit allowed by your contract as if you had no other coverage.

### **HOW COMPANY PAYS AS SECONDARY PLAN**

When we are secondary, our payments will be based on the balance left after the primary plan has paid. We will pay no more than that balance. In no event will we pay more than we would have paid had we been primary.

- We will pay only for dental care expenses that are covered by Company.
- We will pay only if you have followed all of our procedural requirements, including (care obtained from or arranged by your primary care physician, precertification, etc.).
- We will pay no more than the “allowable expenses” for the dental care involved. If our allowable expense is lower than the primary plan’s, we will use the primary plan’s allowable expense. That may be less than the actual bill.

### **WHICH PLAN IS PRIMARY?**

To decide which plan is primary, we have to consider both the coordination provisions of the other plan and which member of your family is involved in a claim. The Primary Plan will be determined by the first of the following which applies:

## 1. Non-coordinating Plan

If you have another group plan which does not coordinate benefits, it will always be primary.

## 2. Employee

The plan which covers you as an employee (neither laid off or retired) is always primary.

## 3. Children (Parents Divorced or Separated)

If the court decree makes one parent responsible for dental care expenses, that parent's plan is primary. If the court decree gives joint custody and does not mention dental care, we follow the birthday rule. If neither of those rules applies, the order will be determined in accordance with the Florida Insurance Department rule on Coordination of Benefits.

## 4. Children & the Birthday Rule

When your children's dental care expenses are involved, we follow the "birthday rule." The plan of the parent with the first birthday in a calendar year is always primary for the children. If your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your children. However, if your spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that plan.

## 5. Other Situations

For all other situations not described above, the order of benefits will be determined in accordance with the Florida Law on Coordination of Benefits.

# **IX. Review and Mediation of Complaints**

## **A. Informational Grievances**

Any Member who has a grievance against Company for any matter arising out of a Subscriber Certificate or for covered Dental Care Services rendered thereunder may submit an informal oral grievance to Company. Assistance with Company's grievance procedures, including assistance with informal oral grievances, may be obtained by calling Company's Member Services Department at the address and telephone number listed below. Oral grievances shall be submitted to Company's Grievance Coordinator. Informal oral grievances shall be responded to as soon as possible by the Grievance Coordinator. If the informal oral grievance involves a dental-related matter or claim, Company's Dental Director shall be involved in resolving said grievance. The Member has the right to file a formal written grievance with Company and to grieve directly to the State of Florida Department of Financial Services, Office of Insurance Regulation.

## AMENDMENT

The Agreement and Certificate of Benefits ("Certificate") is hereby amended as follows.

The terms and conditions of that certain Certificate are hereby confirmed in their entirety with the exception that to the extent the terms and conditions of this Amendment are in conflict with the terms and conditions of the Certificate, the terms of this Amendment shall govern.

**The definition of "Dependent" is hereby deleted in its entirety and replaced with the following:**

**Dependent-** means any of the following persons:

1. Your spouse;
2. Your child;
  - a) from birth to age 26; or
  - b) at least 26 years of age and:
    - i. primarily dependent upon You for support because of mental or physical handicap;
    - ii. was incapacitated and insured under Policy on his 26<sup>th</sup> birthday; and
    - iii. continues to be incapacitated beyond his 26<sup>th</sup> birthday.

A child also includes adopted children, as well as stepchildren or foster children living with You in a parent-child relationship

It is agreed and acknowledged that this Amendment shall be effective upon receipt of this Amendment.



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**Gerald L. Ganoni**  
**President**

### Schedule of Benefits and Subscriber Copayments

| ADA CODE PROCEDURE |                                                                       | PATIENT PAYS | ADA CODE PROCEDURE |                                                                                     | PATIENT PAYS |
|--------------------|-----------------------------------------------------------------------|--------------|--------------------|-------------------------------------------------------------------------------------|--------------|
| D0120              | Periodic oral examination (limit 2 every 12 months)                   | \$0.00       | D2150              | Amalgam, two surfaces, primary or permanent                                         | \$0.00       |
| D0140              | Limited oral evaluation - problem focused                             | \$0.00       | D2160              | Amalgam, three surfaces, primary or permanent                                       | \$0.00       |
| D0150              | Comp oral evaluation - new / established patient                      | \$0.00       | D2161              | Amalgam, four or more surfaces, primary or permanent                                | \$0.00       |
| D0160              | DTL&EXT oral evaluation - problem focused report                      | \$0.00       | D2330              | Resin-based composite - one surface, anterior                                       | \$0.00       |
| D0170              | Re-evaluation - limited problem focused                               | \$0.00       | D2331              | Resin-based composite - two surfaces, anterior                                      | \$0.00       |
| D0180              | Comp periodontal evaluation - new / est patient                       | \$0.00       | D2332              | Resin-based composite - three surfaces, anterior                                    | \$0.00       |
| D0210              | Intraoral, complete series (limit one every 3 years)                  | \$0.00       | D2335              | Resin compos - 4/more surfaces/ invlv incisal ang                                   | \$0.00       |
| D0220              | Intraoral, periapical - first film                                    | \$0.00       | D2390              | Resin-based composite crown anterior                                                | \$0.00       |
| D0230              | Intraoral, periapical each additional film                            | \$0.00       | D2391              | Resin-based composite - one surface, posterior                                      | \$0.00       |
| D0240              | Intraoral, occlusal film                                              | \$0.00       | D2392              | Resin-based composite - two surfaces, posterior                                     | \$0.00       |
| D0250              | Extraoral, first film                                                 | \$0.00       | D2393              | Resin-based composite - three surfaces, posterior                                   | \$0.00       |
| D0260              | Extraoral, each additional film                                       | \$0.00       | D2394              | Resin compos - four or more surfaces, posterior                                     | \$0.00       |
| D0270              | Bitewing, single film (limit two every 12 months)                     | \$0.00       | D2510              | Inlay - metallic one surface (limit 1 per tooth every 5 years)                      | \$313.00     |
| D0272              | Bitewing, two films (limit two every 12 months)                       | \$0.00       | D2520              | Inlay - metallic two surfaces (limit 1 per tooth every 5 years)                     | \$355.00     |
| D0274              | Bitewing, four films (limit two every 12 months)                      | \$0.00       | D2530              | Inlay - metallic - 3 or more surfaces (limit 1 per tooth every 5 years)             | \$410.00     |
| D0277              | Vertical Bitewings (limit two every 12 months)                        | \$0.00       | D2542              | Onlay - metallic two surfaces (limit 1 per tooth every 5 years)                     | \$402.00     |
| D0330              | Panoramic film (limit one every 3 years)                              | \$0.00       | D2543              | Onlay - metallic three surfaces (limit 1 per tooth every 5 years)                   | \$420.00     |
| D0470              | Diagnostic Casts                                                      | \$0.00       | D2544              | Onlay - metallic four or more surfaces (limit 1 per tooth every 5 years)            | \$437.00     |
| D1110              | Prophylaxis, adult (limit 1 every 6 months)                           | \$0.00       | D2610              | Inlay, porcelain/ceramic - one surface (limit 1 per tooth every 5 years)            | \$368.00     |
| D1120              | Prophylaxis, child (limit 1 every 6 months)                           | \$0.00       | D2620              | Inlay, porcelain/ceramic - two surfaces (limit 1 per tooth every 5 years)           | \$389.00     |
| D1201              | Topical application of fluoride - child (limit 2 every 12 months)     | \$0.00       | D2630              | Inlay, porcelain/ceramic - three or more surfaces (limit 1 per tooth every 5 years) | \$414.00     |
| D1203              | Topical application of fluoride - child (limit 2 every 12 months)     | \$0.00       | D2642              | Onlay, porcelain/ceramic - two surfaces (limit 1 per tooth every 5 years)           | \$403.00     |
| D1351              | Sealant, per tooth (limit 1 per tooth every 12 months for child < 13) | \$0.00       | D2643              | Onlay, porcelain/ceramic - three surfaces (limit 1 per tooth every 5 years)         | \$434.00     |
| D1510              | Space maintainer, fixed unilateral                                    | \$0.00       |                    |                                                                                     |              |
| D1515              | Space maintainer, fixed bilateral                                     | \$0.00       |                    |                                                                                     |              |
| D1520              | Space maintainer, removable unilateral                                | \$0.00       |                    |                                                                                     |              |
| D1525              | Space maintainer, removable bilateral                                 | \$0.00       |                    |                                                                                     |              |
| D1550              | Recreation of space maintainer                                        | \$0.00       |                    |                                                                                     |              |
| D2140              | Amalgam, one surface, primary or permanent                            | \$0.00       |                    |                                                                                     |              |

| ADA CODE | PROCEDURE                                                                                      | PATIENT PAYS | ADA CODE | PROCEDURE                                                                                   | PATIENT PAYS |
|----------|------------------------------------------------------------------------------------------------|--------------|----------|---------------------------------------------------------------------------------------------|--------------|
| D2644    | Onlay, porcelain/ceramic - four or more surfaces (limit 1 per tooth every 5 years) .....       | \$461.00     | D2950    | Core buildup including pins .....                                                           | \$110.00     |
| D2650    | Inlay - resin-based composite - one surface (limit 1 per tooth every 5 years) .....            | \$242.00     | D2951    | Pin retention - per tooth, in addition to restoration .....                                 | \$23.00      |
| D2651    | Inlay - resin-based composite - two surfaces (limit 1 per tooth every 5 years) .....           | \$288.00     | D2952    | Cast post & core in addition to crown .....                                                 | \$168.00     |
| D2652    | Inlay - resin-based composite - three or more surfaces (limit 1 per tooth every 5 years) ..... | \$303.00     | D2954    | Prefabricated post & core in addition to crown .....                                        | \$139.00     |
| D2662    | Onlay - resin-based composite - two surfaces (limit 1 per tooth every 5 years) .....           | \$263.00     | D3220    | Tx pulp-premv pulp coronal dentinocement junc .....                                         | \$75.00      |
| D2663    | Onlay - resin-based composite - three surfaces (limit 1 per tooth every 5 years) .....         | \$310.00     | D3310    | Root canal - Anterior .....                                                                 | \$315.00     |
| D2664    | Onlay - resin-based composite - four or more surfaces (limit 1 per tooth every 5 years) .....  | \$332.00     | D3320    | Root canal - Bicuspid .....                                                                 | \$385.00     |
| D2710    | Crown resin based composite indirect (limit 1 per tooth every 5 years) .....                   | \$187.00     | D3330    | Root canal - Molar .....                                                                    | \$497.00     |
| D2720    | Crown - resin with high noble metal (limit 1 per tooth every 5 years) .....                    | \$461.00     | D3346    | Retreatment of previous RCT therapy, anterior .....                                         | \$424.00     |
| D2721    | Crown - resin with predominantly base metal (limit 1 per tooth every 5 years) .....            | \$432.00     | D3347    | Retreatment of previous RCT therapy, bicuspid .....                                         | \$500.00     |
| D2722    | Crown - resin with noble metal (limit 1 per tooth every 5 years) .....                         | \$441.00     | D3348    | Retreatment of previous RCT therapy, molar .....                                            | \$601.00     |
| D2740    | Crown, porcelain/ceramic substrate (limit 1 per tooth every 5 years) .....                     | \$473.00     | D3410    | Apicoectomy/periradicular surgery, anterior .....                                           | \$361.00     |
| D2750    | Crown, porcelain fused to high noble metal (limit 1 per tooth every 5 years) .....             | \$466.00     | D3421    | Apicoectomy periradicular surgery bicuspid .....                                            | \$394.00     |
| D2751    | Crown, porcelain fused to predom base metal (limit 1 per tooth every 5 years) .....            | \$434.00     | D3425    | Apicoectomy periradicular surgery molar .....                                               | \$445.00     |
| D2752    | Crown, porcelain fused to noble metal (limit 1 per tooth every 5 years) .....                  | \$445.00     | D3426    | Apicoectomy/periradicular surgery .....                                                     | \$148.00     |
| D2790    | Crown, full cast high noble metal (limit 1 per tooth every 5 years) .....                      | \$450.00     | D3430    | Retrograde filling - per root .....                                                         | \$109.00     |
| D2791    | Crown, full cast predom base metal (limit 1 per tooth every 5 years) .....                     | \$426.00     | D4210    | Gingivect/plsty 4/> cntig/bound teeth spaces - quad (limit 1 every 12 mos.) .....           | \$358.00     |
| D2792    | Crown, full cast noble metal (limit 1 per tooth every 5 years) .....                           | \$434.00     | D4211    | Gingivect/plsty 1-3 cntig/bound teeth spaces - quad (limit 1 every 12 mos.) .....           | \$153.00     |
| D2910    | Recent inlay only/part coverage restoration .....                                              | \$41.00      | D4240    | Gingivect/flp proc 4/> cntig/bound teeth spaces - quad (limit 1 every 12 mos.) .....        | \$421.00     |
| D2920    | Recent crown .....                                                                             | \$42.00      | D4241    | Gingivect/flp proc 1-3 cntig/bound teeth spaces - quad (limit 1 every 12 mos.) .....        | \$217.00     |
| D2930    | Prefabricated stainless steel crown - primary tooth .....                                      | \$115.00     | D4249    | Clinical crown lengthening - hard tissue .....                                              | \$481.00     |
| D2931    | Prefabricated stainless steel crown - permanent tooth .....                                    | \$131.00     | D4260    | Osseous surg 4/> cntig/bound teeth spaces - quad .....                                      | \$680.00     |
| D2932    | Prefabricated resin crown .....                                                                | \$142.00     | D4261    | Osseous surg 1-3 cntig/bound teeth spaces - quad .....                                      | \$354.00     |
| D2940    | Sedative Filling .....                                                                         | \$44.00      | D4341    | Prdntal scaling & root planing 4/more teeth - quad (limit 2 per quad every 12 months) ..... | \$0.00       |
|          |                                                                                                |              | D4342    | Prdntal scaling & root planing 1-3 teeth - quad (limit 2 per quad every 12 months) .....    | \$0.00       |
|          |                                                                                                |              | D4355    | Full Mouth Debridement to enable comprehensive evaluation and diagnosis .....               | \$0.00       |
|          |                                                                                                |              | D4910    | Periodontal Maintenance (limit 2 every 12 months) .....                                     | \$0.00       |

| ADA CODE | PROCEDURE                                                                            | PATIENT PAYS | ADA CODE | PROCEDURE                                                                                        | PATIENT PAYS |
|----------|--------------------------------------------------------------------------------------|--------------|----------|--------------------------------------------------------------------------------------------------|--------------|
| D5110    | Complete denture – maxillary<br>(limit 1 every 5 years) .....                        | \$642.00     | D6210    | Pontic, cast high noble metal<br>(limit 1 every 5 years) .....                                   | \$431.00     |
| D5120    | Complete denture – mandibular<br>(limit 1 every 5 years) .....                       | \$642.00     | D6211    | Pontic, cast predominantly base<br>metal (limit 1 every 5 years) .....                           | \$404.00     |
| D5130    | Immediate denture – maxillary<br>(limit 1 every 5 years) .....                       | \$700.00     | D6212    | Pontic, cast noble metal<br>(limit 1 every 5 years) .....                                        | \$420.00     |
| D5140    | Immediate denture – mandibular<br>(limit 1 every 5 years) .....                      | \$700.00     | D6240    | Pontic, porcelain fused to high noble<br>metal (limit 1 every 5 years) .....                     | \$426.00     |
| D5211    | Maxillary partial denture, resin<br>base (limit 1 every 5 years) .....               | \$542.00     | D6241    | Pontic, porcelain fused to<br>predominantly base metal (limit 1<br>every 5 years) .....          | \$393.00     |
| D5212    | Mandibular partial denture, resin<br>base (limit 1 every 5 years) .....              | \$629.00     | D6242    | Pontic, porcelain fused to noble<br>metal (limit 1 every 5 years) .....                          | \$415.00     |
| D5213    | Max part dentr - cast metl<br>frmewrk w/ resin base (limit 1<br>every 5 years) ..... | \$709.00     | D6250    | Pontic, resin with high noble metal<br>(limit 1 every 5 years) .....                             | \$420.00     |
| D5214    | Mnd part dentr - cast metl<br>frmewrk w/ resin base (limit 1<br>every 5 years) ..... | \$709.00     | D6251    | Pontic, resin with predominantly<br>base metal (limit 1 every 5 years) ...                       | \$388.00     |
| D5410    | Adjust complete denture –<br>Maxillary .....                                         | \$35.00      | D6252    | Pontic, resin with noble metal<br>(limit 1 every 5 years) .....                                  | \$400.00     |
| D5411    | Adjust complete denture –<br>Mandibular .....                                        | \$35.00      | D6600    | Inlay - porcelain/ceramic two<br>surfaces (limit 1 every 5 years) .....                          | \$355.00     |
| D5421    | Adjust partial denture – Maxillary .....                                             | \$35.00      | D6601    | Inlay - porcelain/ceramic three<br>or more surfaces (limit 1 every<br>5 years) .....             | \$373.00     |
| D5422    | Adjust partial denture – Mandibular .....                                            | \$35.00      | D6602    | Inlay, cast high noble metal,<br>two surfaces (limit 1 every<br>5 years) .....                   | \$380.00     |
| D5510    | Repair broken complete denture<br>base .....                                         | \$70.00      | D6603    | Inlay, cast high noble metal,<br>three or more surfaces (limit 1<br>every 5 years) .....         | \$418.00     |
| D5520    | Replace missing or broken teeth -<br>complete denture .....                          | \$59.00      | D6604    | Inlay, cast predominantly base<br>metal, two surfaces (limit 1 every<br>5 years) .....           | \$372.00     |
| D5610    | Repair resin denture base .....                                                      | \$76.00      | D6605    | Inlay, cast predominantly base<br>metal, three or more surfaces<br>(limit 1 every 5 years) ..... | \$394.00     |
| D5620    | Repair cast framework .....                                                          | \$82.00      | D6606    | Inlay, cast noble metal, two<br>surfaces (limit 1 every 5 years) .....                           | \$366.00     |
| D5630    | Repair or replace broken clasp .....                                                 | \$100.00     | D6607    | Inlay, cast noble metal, three or<br>more surfaces (limit 1 every<br>5 years) .....              | \$406.00     |
| D5640    | Replace broken teeth - per tooth .....                                               | \$64.00      | D6608    | Onlay - porcelain/ceramic two<br>surfaces (limit 1 every 5 years) .....                          | \$386.00     |
| D5650    | Add tooth to existing partial<br>denture .....                                       | \$88.00      | D6609    | Onlay - porcelain/ceramic<br>three or more surfaces (limit 1<br>every 5 years) .....             | \$403.00     |
| D5660    | Add clasp to existing partial<br>denture .....                                       | \$105.00     | D6610    | Onlay, cast high noble metal,<br>two surfaces (limit 1 every<br>5 years) .....                   | \$409.00     |
| D5710    | Rebase complete maxillary<br>denture .....                                           | \$261.00     | D6611    | Onlay, cast high noble metal,<br>three or more surfaces (limit 1<br>every 5 years) .....         | \$448.00     |
| D5711    | Rebase complete mandibular<br>denture .....                                          | \$249.00     | D6612    | Onlay, cast predominantly base<br>metal, two surfaces (limit 1 every<br>5 years) .....           | \$407.00     |
| D5720    | Rebase maxillary partial denture .....                                               | \$246.00     | D6613    | Onlay, cast predominantly base,<br>three or more surfaces (limit 1<br>every 5 years) .....       | \$426.00     |
| D5721    | Rebase mandibular partial<br>denture .....                                           | \$246.00     |          |                                                                                                  |              |
| D5730    | Reline complete maxillary denture .....                                              | \$147.00     |          |                                                                                                  |              |
| D5731    | Reline complete mandibular<br>denture .....                                          | \$147.00     |          |                                                                                                  |              |
| D5740    | Reline maxillary partial denture .....                                               | \$135.00     |          |                                                                                                  |              |
| D5741    | Reline mandibular partial denture .....                                              | \$135.00     |          |                                                                                                  |              |
| D5750    | Reline complete maxillary denture .....                                              | \$196.00     |          |                                                                                                  |              |
| D5751    | Reline complete mandibular<br>denture .....                                          | \$196.00     |          |                                                                                                  |              |
| D5760    | Reline maxillary partial denture .....                                               | \$193.00     |          |                                                                                                  |              |
| D5761    | Reline mandibular partial denture .....                                              | \$193.00     |          |                                                                                                  |              |
| D5850    | Tissue conditioning, maxillary .....                                                 | \$61.00      |          |                                                                                                  |              |
| D5851    | Tissue conditioning, mandibular .....                                                | \$61.00      |          |                                                                                                  |              |

| ADA CODE | PROCEDURE                                                                          | PATIENT PAYS | ADA CODE                                                                                                       | PROCEDURE                                                          | PATIENT PAYS |
|----------|------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------|
| D6614    | Onlay, cast noble metal, two surfaces (limit 1 every 5 years) .....                | \$399.00     | D7250                                                                                                          | Surgical removal of residual tooth roots .....                     | \$114.00     |
| D6615    | Onlay, cast noble metal, three or more surfaces (limit 1 every 5 years) .....      | \$414.00     | D7310                                                                                                          | Alveoloplasty conjunc w/extractions per quadrant .....             | \$125.00     |
| D6720    | Crown, resin - with high noble metal (limit 1 every 5 years) .....                 | \$474.00     | D7311                                                                                                          | Alveoloplasty conjunc xtract 1-3 teeth/spaces quad .....           | \$97.00      |
| D6721    | Crown, resin - with predom base metal - denture (limit 1 every 5 years) .....      | \$450.00     | D7320                                                                                                          | Alveoloplasty not in conjunc w/extractions - quad .....            | \$181.00     |
| D6722    | Crown, resin with noble metal (limit 1 every 5 years) .....                        | \$458.00     | D7321                                                                                                          | Alveoloplasty not conjunc xtract 1-3 teeth/spaces quad .....       | \$153.00     |
| D6740    | Crown, porcelain/ceramic (limit 1 every 5 years) .....                             | \$499.00     | D7510                                                                                                          | Incision and drainage of abscess, intraoral soft tissue .....      | \$120.00     |
| D6750    | Crown, porcelain fused to high noble metal - denture (limit 1 every 5 years) ..... | \$486.00     | D7520                                                                                                          | Incision and drainage of abscess, extraoral soft tissue .....      | \$570.00     |
| D6751    | Crown, porcelain fused to predominantly base metal (limit 1 every 5 years) .....   | \$453.00     | D7960                                                                                                          | Frenulectomy separate procedure ....                               | \$111.00     |
| D6752    | Crown, porcelain fused to noble metal (limit 1 every 5 years) .....                | \$464.00     | D7970                                                                                                          | Excision of hyperplastic tissue, per arch .....                    | \$272.00     |
| D6780    | Crown, 3/4 cast high noble metal .....                                             | \$458.00     | D9110                                                                                                          | Palliative treatment of dental pain - minor procedure .....        | \$45.00      |
| D6790    | Crown, full cast high noble metal - denture (limit 1 every 5 years) .....          | \$469.00     | D9241                                                                                                          | IV conscious sedation/analgesia - First 30 minutes .....           | \$144.00     |
| D6791    | Crown, full cast predominantly base metal - denture (limit 1 every 5 years) .....  | \$445.00     | D9242                                                                                                          | IV conscious sedation/analgesia - each additional 15 minutes ..... | \$60.00      |
| D6792    | Crown, full cast noble metal - denture (limit 1 every 5 years) .....               | \$461.00     | D9310                                                                                                          | Consultation .....                                                 | \$96.00      |
| D6930    | Recent fixed partial denture (limit 1 every 5 years) .....                         | \$57.00      | D9951                                                                                                          | Occlusal adjustment, limited .....                                 | \$58.00      |
| D6970    | Cast post & core add fix part denture retainer (limit 1 every 5 years) .....       | \$157.00     | D9952                                                                                                          | Occlusal adjustment, complete .....                                | \$326.00     |
| D6972    | Prefab post & core add fix part denture retain (limit 1 every 5 years) .....       | \$128.00     | <b>ORTHODONTICS</b>                                                                                            |                                                                    |              |
| D6973    | Core buildup for retainer including any pins (limit 1 every 5 years) .....         | \$103.00     | D8070/D8080                                                                                                    |                                                                    |              |
| D7111    | Extraction of coronal remnants, deciduous tooth .....                              | \$0.00       | Comprehensive Orthodontic Treatment of the transitional adult dentition.                                       |                                                                    |              |
| D7140    | Extraction, erupted tooth or exposed root .....                                    | \$0.00       | Comprehensive Orthodontic Treatment of the transitional adolescent dentition                                   |                                                                    |              |
| D7210    | Surgical removal of erupted tooth rqr elev flap & remv bone .....                  | \$108.00     | Children up to 19 years of age Up to 24 months of routine orthodontic treatment for Class I and Class II cases |                                                                    |              |
| D7220    | Removal of impacted tooth soft tissue .....                                        | \$135.00     | Consultation .....                                                                                             |                                                                    |              |
| D7230    | Removal of impacted tooth - partially bony .....                                   | \$179.00     | Evaluation .....                                                                                               |                                                                    |              |
| D7240    | Removal of impacted tooth - completely bony .....                                  | \$211.00     | Records/Treatment Planning .....                                                                               |                                                                    |              |
| D7241    | Removal of impacted tooth - compl bony w/unusual surgical complications .....      | \$265.00     | Orthodontic Treatment .....                                                                                    |                                                                    |              |
|          |                                                                                    |              | \$2,100.00                                                                                                     |                                                                    |              |
|          |                                                                                    |              | D8090                                                                                                          |                                                                    |              |
|          |                                                                                    |              | Comprehensive Orthodontic Treatment of the transitional adult dentition                                        |                                                                    |              |
|          |                                                                                    |              | Comprehensive Orthodontic Treatment of the transitional adolescent dentition                                   |                                                                    |              |
|          |                                                                                    |              | Children up to 19 years of age Up to 24 months of routine orthodontic treatment for Class I and Class II cases |                                                                    |              |
|          |                                                                                    |              | Consultation .....                                                                                             |                                                                    |              |
|          |                                                                                    |              | Evaluation .....                                                                                               |                                                                    |              |
|          |                                                                                    |              | Records/Treatment Planning .....                                                                               |                                                                    |              |
|          |                                                                                    |              | Orthodontic Treatment .....                                                                                    |                                                                    |              |
|          |                                                                                    |              | Retention .....                                                                                                |                                                                    |              |
|          |                                                                                    |              | D8680                                                                                                          |                                                                    |              |
|          |                                                                                    |              | \$450.00                                                                                                       |                                                                    |              |

**NOTE**

1. Your Participating General Dentist and Participating Specialty office visit co-payment amounts, if applicable, are shown on your I.D. card. Your office visit co-payment is applicable for all dates of service and is in addition to the co-payment amounts listed for covered services.
2. Copayment amounts for listed procedures are applicable at either the Participating General Dentist or Participating Specialty dentist.
3. Not all Participating Dentists perform all listed procedures, including amalgams. Please consult your dentist prior to treatment for availability of services.
4. Unlisted covered procedures are available at the Participating Dentist's usual fee less 20%.
5. If you should need to see a specialty dentist (i.e. Endodontist, Oral Surgeon, Periodontist, Pediatric Dentist), you may be referred by your Participating General Dentist, or you may refer yourself to any Participating Specialty dentist.

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**LIMITATIONS AND EXCLUSIONS**

1. No service of any dentist other than a Participating General Dentist or Participating Specialist will be covered by Company, except out-of-area emergency care as provided in Section VIII, Paragraph B of the Certificate.
2. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, transfer Dental Facilities, or enjoy any of the other privileges of a Member in good standing.
3. Company does not provide coverage for the following services:
  - a) Cost of hospitalization and pharmaceuticals, drugs or medications.
  - b) Services which in the opinion of the Participating General Dentist or Participating Specialist are not Necessary Treatment to establish and/or maintain the Member's oral health.
  - c) Any service that is not consistent with the normal and/or usual services provided by the Participating General Dentist or Participating Specialist or which in the opinion of the Participating General Dentist or Participating Specialist would endanger the health of the Member.
  - d) Any service or procedure which the Participating General Dentist or Participating Specialist is unable to perform because of the general health or physical limitations of the Member.
  - e) Any dental treatment started prior to the Member's effective date for eligibility of benefits.
  - f) Services for injuries and conditions which are paid or payable under Workers' Compensation or Employers' Liability laws.
  - g) Treatment for cysts, neoplasms and malignancies.
  - h) General anesthesia.

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CompBenefits of Alabama, Inc. CompBenefits of Georgia, Inc. American Dental Plan of North Carolina, Inc.*

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## **Notices**

The following pages contain important information about Humana's claims procedures and certain federal laws. There may be differences between the Certificate of Insurance and this Notice packet. There may also be differences between this notice packet and state law. The Plan participant is eligible for the rights more beneficial to the participant.

This section includes notices about:

### **Claims and Appeal Procedures**

#### **Federal Legislation**

**Medical Child Support Orders**

**Continuation of Coverage for Full-time Students During Medical Leave of Absence**

**General Notice of COBRA Continuation of Coverage Rights**

**Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA)**

**Family and Medical Leave Act (FMLA)**

**Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**  
**~Your Rights under ERISA**

#### **Privacy and Confidentiality Statement**

#### **CLAIMS AND APPEALS PROCEDURES**

The Employee Retirement Income Security Act of 1974 (ERISA) established minimum requirements for claims procedures. Humana complies with these standards. Covered persons in insured plans subject to ERISA should also consult their insurance benefit plan documents (e.g., the Certificate of Insurance or Evidence of Coverage). Humana complies with the requirements set forth in any such benefit plan document issued by it with respect to the plan unless doing so would prevent compliance with the requirements of the federal ERISA statute and the regulations issued thereunder. The following claims procedures are intended to comply with the ERISA claims regulation, and should be interpreted consistent with the minimum requirements of that regulation. Covered persons in plans not subject to ERISA should consult their benefit plan documents for the applicable claims and appeals procedures.

#### **DISCRETIONARY AUTHORITY**

With respect to paying claims for benefits or determining eligibility for coverage under a policy issued by Humana, Humana as administrator for claims determinations and as ERISA claims review fiduciary, shall have full and exclusive discretionary authority to:

1. Interpret plan provisions;
2. Make decisions regarding eligibility for coverage and benefits; and
3. Resolve factual questions relating to coverage and benefits.

#### **CLAIMS PROCEDURES**

##### **Definitions**

**Adverse determination:** means a decision to deny benefits for a pre-service claim or a post-service claim under a group health and/or dental plan.

**Claimant:** A covered person (or authorized representative) who files a claim.

**Concurrent-care Decision:** A decision by the plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by the plan (other than by plan amendment or termination) or a decision with respect to a request by a Claimant to extend a course of treatment beyond the period of time or number of treatments that has been approved by the plan.

**Group health plan:** an employee welfare benefit plan to the extent the plan provides dental care to employees or their dependents directly (self insured) or through insurance (including HMO plans), reimbursement or otherwise.

**Health insurance issuer:** the offering company listed on the face page of your Certificate of Insurance or Certificate of Coverage and referred to in this document as "Humana."

**Post-service Claim:** Any claim for a benefit under a group health plan that is not a Pre-service Claim.

**Pre-service Claim:** A request for authorization of a benefit for which the plan conditions receipt of the benefit, in whole or in part, on advance approval.

**Urgent-care Claim (expedited review):** A claim for covered services to which the application of the time periods for making non-urgent care determinations:

could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function; or

in the opinion of a physician with knowledge of the covered person's medical condition, would subject the covered person to severe pain that cannot be adequately managed without the service that is the subject of the claim.

Humana will make a determination of whether a claim is an Urgent-care Claim. However, any claim a physician, with knowledge of a covered person's medical condition, determines is a "Urgent-care Claim" will be treated as a "claim involving urgent care."

## Submitting a Claim

This section describes how a Claimant files a claim for plan benefits.

A claim must be filed in writing and delivered by mail, postage prepaid, by FAX or e-mail. A request for pre-authorization may be filed by telephone. The claim or request for pre-authorization must be submitted to Humana or to Humana's designee at the address indicated in the covered person's benefit plan document or identification card. Claims will be not be deemed submitted for purposes of these procedures unless and until received at the correct address.

Claims submissions must be in a format acceptable to Humana and compliant with any legal requirements. Claims not submitted in accordance with the requirements of applicable federal law respecting privacy of protected health information and/or electronic claims standards will not be accepted by Humana.

Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than the period of time described in the benefit plan document.

Claims submissions must be complete and delivered to the designated address. At a minimum they must include:

- Name of the covered person who incurred the covered expense.
- Name and address of the provider
- Diagnosis

- Procedure or nature of the treatment
- Place of service
- Date of service
- Billed amount

A general request for an interpretation of plan provisions will not be considered a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of the plan, should be directed to the plan administrator.

### **Procedural Defects**

If a Pre-service Claim submission is not made in accordance with the plan's requirements, Humana will notify the Claimant of the problem and how it may be remedied within five (5) days (or within 24 hours, in the case of an Urgent-care Claim). If a Post-service Claim is not made in accordance with the plan's requirement, it will be returned to the submitter.

### **Authorized Representatives**

A covered person may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The authorization must be in writing and authorize disclosure of health information. If a document is not sufficient to constitute designation of an authorized representative, as determined by Humana, the plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to Humana in advance or at the time an authorized representative commences a course of action on behalf of the covered person. Humana may verify the designation with the covered person prior to recognizing authorized representative status.
- In any event, a health care provider with knowledge of a covered person's medical condition acting in connection with an Urgent-care Claim will be recognized by the plan as the covered person's authorized representative.

Covered persons should carefully consider whether to designate an authorized representative. Circumstances may arise under which an authorized representative may make decisions independent of the covered person, such as whether and how to appeal a claim denial.

### **Claims Decisions**

After a determination on a claim is made, Humana will notify the Claimant within a reasonable time, as follows:

#### ***Pre-service Claims***

Humana will provide notice of a favorable or *adverse determination* within a reasonable time appropriate to the medical circumstances but no later than 15 days after the plan receives the claim.

This period may be extended by an additional 15 days, if Humana determines the extension is necessary due to matters beyond the control of the plan. Before the end of the initial 15-day period, Humana will notify the Claimant of the circumstances requiring the extension and the date by which Humana expects to make a decision.

If the reason for the extension is because Humana does not have enough information to decide the claim, the notice of extension will describe the required information, and the Claimant will have at least 45 days from the date the notice is received to provide the necessary information.

#### ***Urgent-care Claims (expedited review)***

Humana will determine whether a particular claim is an Urgent-care Claim. This determination will be based on information furnished by or on behalf of a covered person. Humana will exercise its judgment when making the determination with deference to the judgment of a physician with knowledge of the covered person's condition. Humana may require a Claimant to clarify the medical urgency and circumstances supporting the Urgent-care Claim for expedited decision-making.

Notice of a favorable or *adverse determination* will be made by Humana as soon as possible, taking into account the medical urgency particular to the covered person's situation, but not later than 72 hours after receiving the Urgent-care Claim.

If a claim does not provide sufficient information to determine whether, or to what extent, services are covered under the plan, Humana will notify the Claimant as soon as possible, but not more than 24 hours after receiving the Urgent-care Claim. The notice will describe the specific information necessary to complete the claim. The Claimant will have a reasonable amount of time, taking into account the covered person's circumstances, to provide the necessary information - but not less than 48 hours.

Humana will provide notice of the plan's Urgent-care Claim determination as soon as possible but no more than 48 hours after the earlier of:

- The plan receives the specified information; or
- The end of the period afforded the Claimant to provide the specified additional information.

### ***Concurrent-care Decisions***

Humana will notify a Claimant of a Concurrent-care Decision involving a reduction or termination of pre-authorized benefits sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination.

Humana will decide Urgent-care Claims involving an extension of a course of treatment as soon as possible taking into account medical circumstances. Humana will notify a Claimant of the benefit determination, whether adverse or not, within 24 hours after the plan receives the claim, provided the claim is submitted to the plan 24 hours prior to the expiration of the prescribed period of time or number of treatments.

### ***Post-service Claims***

Humana will provide notice of a favorable or *adverse determination* within a reasonable time appropriate to the medical circumstances but no later than 30 days after the plan receives the claim.

This period may be extended an additional 15 days, if Humana determines the extension is necessary due to matters beyond the plan's control. Before the end of the initial 30-day period, Humana will notify the affected Claimant of the extension, the circumstances requiring the extension and the date by which the plan expects to make a decision.

If the reason for the extension is because Humana does not have enough information to decide the claim, the notice of extension will describe the required information, and the Claimant will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision on the earlier of the date on which the Claimant responds or the expiration of the time allowed for submission of the requested information.

### ***Initial Denial Notices***

Notice of a claim denial (including a partial denial) will be provided to Claimants by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time frames noted above. With respect to adverse decisions involving Urgent-care Claims, notice may be provided to Claimants orally within the time frames noted above. If oral notice is given, written notification must be provided no later than 3 days after oral notification.

A claims denial notice will convey the specific reason for the *adverse determination* and the specific plan provisions upon which the determination is based. The notice will also include a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary. The notice will disclose if any internal plan rule, protocol or similar criterion was relied upon to deny the claim. A copy of the rule, protocol or similar criterion will be provided to Claimants, free of charge, upon request.

The notice will describe the plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

If an *adverse determination* is based on medical necessity, experimental treatment or similar exclusion or limitation, the notice will state that an explanation of the scientific or clinical basis for the determination will be provided, free of charge, upon request. The explanation will apply the terms of the plan to the covered person's medical circumstances.

In the case of an adverse decision of an Urgent-care Claim, the notice will provide a description of the plan's expedited review procedures.

APPEALS OF ADVERSE DETERMINATIONS

A Claimant must appeal an *adverse determination* within 180 days after receiving written notice of the denial (or partial denial). An appeal may be made by a Claimant by means of written application to Humana, in person, or by mail, postage prepaid.

A Claimant, on appeal, may request an expedited appeal of an adverse Urgent-care Claim decision orally or in writing. In such case, all necessary information, including the plan's benefit determination on review, will be transmitted between the plan and the Claimant by telephone, facsimile, or other available similarly expeditious method, to the extent permitted by applicable law.

Determination of appeals of denied claims will be conducted promptly, will not defer to the initial determination and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim.

On appeal, a Claimant may review relevant documents and may submit issues and comments in writing. A Claimant on appeal may, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of the plan in connection with the *adverse determination* being appealed, as permitted under applicable law.

If the claims denial is based in whole, or in part, upon a medical judgment, including determinations as to whether a particular treatment, or other service is experimental, investigational, or not medically necessary or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

Time Periods for Decisions on Appeal

Appeals of claims denials will be decided and notice of the decision provided as follows:

|                           |                                                                                                |
|---------------------------|------------------------------------------------------------------------------------------------|
| Urgent-care Claims        | As soon as possible but no later than 72 hours after Humana receives the appeal request.       |
| Pre-service Claims        | Within a reasonable period but no later than 30 days after Humana receives the appeal request. |
| Post-service Claims       | Within a reasonable period but no later than 60 days after Humana receives the appeal request  |
| Concurrent-care Decisions | Within the time periods specified above depending on the type of claim involved.               |

Appeals Denial Notices

Notice of a claim denial (including a partial denial) will be provided to Claimants by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time periods noted above.

A notice that a claim appeal has been denied will include:

- The specific reason or reasons for the *adverse determination*.

- Reference to the specific plan provision upon which the determination is based.
- If any internal plan rule, protocol or similar criterion was relied upon to deny the claim. A copy of the rule, protocol or similar criterion will be provided to the Claimant, free of charge, upon request.
- A statement describing any voluntary appeal procedures offered by the plan and the claimant's right to obtain the information about such procedures, and a statement about the Claimant's right to bring an action under section 502(a) of ERISA.
- If an *adverse determination* is based on medical necessity, experimental treatment or similar exclusion or limitation, the notice will state that an explanation of the scientific or clinical basis for the determination will be provided, free of charge, upon request. The explanation will apply the terms of the plan to the covered person's medical circumstances.

In the event an appealed claim is denied, the Claimant, will be entitled to receive without charge reasonable access to, and copies of, any documents, records or other information that:

- Was relied upon in making the determination.
- Was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination.
- Demonstrates compliance with the administrative processes and safeguards required in making the determination.
- Constitutes a statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether the statement was relied on in making the benefit determination.

## EXHAUSTION OF REMEDIES

Upon completion of the appeals process under this section, a Claimant will have exhausted his or her administrative remedies under the plan. If Humana fails to complete a claim determination or appeal within the time limits set forth above, the claim shall be deemed to have been denied and the Claimant may proceed to the next level in the review process.

After exhaustion of remedies, a Claimant may pursue any other legal remedies available, which may include bringing civil action under ERISA section 502(a) for judicial review of the plan's determination. Additional information may be available from the local U.S. Department of Labor Office.

## LEGAL ACTIONS AND LIMITATIONS

No lawsuit may be brought with respect to plan benefits until all remedies under the plan have been exhausted.

No lawsuit with respect to plan benefits may be brought after the expiration of the applicable limitations period stated in the benefit plan document. If no limitation is stated in the benefit plan document, then no such suit may be brought after the expiration of the applicable limitations under applicable law.

## MEDICAL CHILD SUPPORT ORDERS

An individual who is a child of a covered employee shall be enrolled for coverage under the group health plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSO).

A QMCSO is a state-court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered employee's child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under the group health plan; and (e) is "qualified," i.e., it meets the technical requirements of ERISA or applicable state law. QMCSO also means a state court order or judgment enforcing

state Medicaid law regarding medical child support required by the Social Security Act section 1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSO is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO requiring coverage under the group health plan for a dependent child of a non-custodial parent who is (or will become) a covered person by a domestic relations order providing for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the plan administrator.

## **CONTINUATION OF COVERAGE FOR FULL-TIME STUDENTS DURING MEDICAL LEAVE OF ABSENCE**

A dependent child who is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school continues to be eligible for coverage for until the earlier of the following if the dependent child takes a medically necessary leave of absence:

- Up to one year after the first day of the medically necessary leave of absence; or
- The date coverage would otherwise terminate under the plan.

We may require written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.

## **GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS**

### **Introduction**

You are receiving this notice because you have recently become covered under a group health and/or dental plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the 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 health and/or dental coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health and/or dental coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's benefit plan document or contact the Plan Administrator.

### **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 the qualifying event. Under the Plan, the 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 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 gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following events happen:

- Your spouse dies;

- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B or both); or
- You become divorce or legally separation from your spouse.

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

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

#### **When is COBRA Coverage Available**

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator 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, or commencement of a proceeding in bankruptcy with respect to the employer, the employer must notify the Plan Administrator 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 Plan Administrator within 60 days after the qualifying event occurs.**

#### **How is COBRA Coverage Provided?**

Once the Plan Administrator 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. Once the Plan Administrator offers COBRA continuation coverage, the qualified beneficiaries must elect such coverage within 60 days.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage last for up to a total of 36 months. When the qualifying event is the end of employment, or reduction in 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 last 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 the employment terminates, COBRA continuation coverage for his 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 last 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 Plan Administrator within 60 days of such determination, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total of 29 months. The disability would have to have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

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

If your family experiences another qualifying event while receiving 18 months of 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 given to the Plan within 60 days of the event. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, 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 the Plan Administrator. For more information about your rights under ERISA, including COBRA, or other laws affecting your group health and/or dental 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](http://www.dol.gov/ebsa). (address and phone numbers of Regional and District EBSA Office 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 Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send the Plan Administrator.  
**IMPORTANT NOTICE FOR INDIVIDUALS ENTITLED TO MEDICARE TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA) OPTIONS**

Where an employer employs more than 20 people, the Tax Equity And Fiscal Responsibility Act of 1982 (TEFRA) allows covered employees in active service who are age 65 or older and their covered spouses who are eligible for Medicare to choose one of the following options.

**OPTION 1 -** The benefits of their group health plan will be payable first and the benefits of Medicare will be payable second.

**OPTION 2 -** Medicare benefits only. The employee and his or her dependents, if any, will not be insured by the group health plan.

The employer must provide each covered employee and each covered spouse with the choice to elect one of these options at least one month before the covered employee or the insured spouse becomes age 65. All new covered employees and newly covered spouses age 65 or older must be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for an employee or dependent that is under age 65.

Under TEFRA regulations, there are two categories of persons eligible for Medicare. The calculation and payment of benefits by the group health plan differs for each category.

**Category 1** Medicare eligibles are:

- Covered employees in active service who are age 65 or older who choose Option 1;
- Age 65 or older covered spouses; and
- Age 65 or older covered spouses of employees in active service who are either under age 65 or age 70 or older;

**Category 2** Medicare eligibles are any other covered persons entitled to Medicare, whether or not they enrolled. This category includes, but is not limited to:

- Retired employees and their spouses; or
- Covered dependents of a covered employee, other than his or her spouse.

#### **Calculation and Payment of Benefits**

For covered persons in Category 1, benefits are payable by the policy without regard to any benefits payable by Medicare. Medicare will then determine its benefits.

For covered persons in Category 2, Medicare benefits are payable before any benefits are payable by the policy. The benefits of the policy will then be reduced by the full amount of all Medicare benefits the covered person is entitled to receive, whether or not the eligible individual is actually enrolled for Medicare Benefits.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

If an employee is granted a leave of absence (Leave) by the employer as required by the Federal Family and Medical Leave Act, s/he may continue to be covered under the plan for the duration of the Leave under the same conditions as other employees who are currently employed and covered by the plan. If the employee chooses to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date the employee returns to work immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if the employee had been continuously covered.

### **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)**

#### ***Continuation of Benefits***

Effective October 13, 1994, federal law requires health plans offer to continue coverage for employees that are absent due to service in the uniformed services and/or dependents.

#### ***Eligibility***

An employee is eligible for continuation under USERRA if he or she is absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, or commissioned corps of the Public Health Service. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training and for the purpose of an examination to determine fitness for duty.

An employee's dependents that have coverage under the plan immediately prior to the date of the employee's covered absence are eligible to elect continuation under USERRA.

If continuation of Plan coverage is elected under USERRA, the employee or dependent is responsible for payment of the applicable cost of coverage. If the employee is absent for not longer than 31 days, the cost will be the amount the employee would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under the plan. This includes the employee's share and any portion previously paid by the employer.

#### ***Duration of Coverage***

Of elected, continuation coverage under USERRA will continue until the earlier of:

1. Twenty-four months beginning the first day of absence from employment due to service in the uniformed services; or
2. The day after the employee fails to apply for a return to employment as required by USERRA, after the completion of a period of service.

Under federal law, the period coverage available under USERRA shall run concurrently with the COBRA period available to an employee and/or eligible dependent.

#### **Other Information**

Employees should contact their employer with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the employer of any changes in marital status, or change of address.

#### **YOUR RIGHTS UNDER ERISA**

Under the Employee Retirement Income Security Act of 1974 (ERISA), all plan participants covered by ERISA are entitled to certain rights and protections, as described below. Notwithstanding anything in the group health plan or group insurance policy, following are a covered person's minimum rights under ERISA. ERISA requirements do not apply to plans maintained by governmental agencies or churches.

#### **Information About the Plan and Benefits**

Plan participants may:

1. Examine, free of charge, all documents governing the plan. These documents are available in the plan administrator's office.
2. Obtain, at a reasonable charge, copies of documents governing the plan, including a copy of any updated summary plan description and a copy of the latest annual report for the plan (Form 5500), if any, by writing to the plan administrator.
3. Obtain, at a reasonable charge, a copy of the latest annual report (Form 5500) for the plan, if any, by writing to the plan administrator.

As a plan participant, you will receive a summary of any material changes made in the plan within 210 days after the end of the plan year in which the changes are made unless the change is a material reduction in covered services or benefits, in which case you will receive a summary of the material reduction within 60 days after the date of its adoption.

If the plan is required to file a summary annual financial report, you will receive a copy from the plan administrator.

#### **Responsibilities of Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. These people, called "fiduciaries" of the plan, have a duty to act prudently and in the interest of plan participants and beneficiaries.

No one, including an employer, may discharge or otherwise discriminate against a plan participant in any way to prevent the participant from obtaining a benefit to which the participant is otherwise entitled under the plan or from exercising ERISA rights.

#### **Continue Group Health Plan Coverage**

Participants may be eligible to continue health care coverage for themselves, their spouse or dependents if there is a loss of coverage under the group health plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the COBRA notice in this document regarding the rules governing COBRA continuation coverage rights.

#### **Claims Determinations**

If a claim for a plan benefit is denied or disregarded, in whole or in part, participants have the right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial within certain time schedules.

## Enforce Your Rights

Under ERISA, there are steps participants may take to enforce the above rights. For instance, if a participant requests a copy of plan documents does not receive them within 30 days, the participant may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$ 110 a day until the participant receives the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If a claim for benefits is denied or disregarded, in whole or in part, the participant may file suit in a state or Federal court. In addition, if the participant disagrees with the plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, the participant may file suit in Federal court. If plan fiduciaries misuse the plan's money, or if participants are discriminated against for asserting their rights, they may seek assistance from the U.S. Department of Labor, or may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If the participant is successful, the court may order the person sued to pay costs and fees. If the participant loses, the court may order the participant to pay the costs and fees.

## Assistance with Questions

Contact the group health plan human resources department or the plan administrator with questions about the plan. Contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210 with questions about ERISA rights. Call the publications hotline of the Employee Benefits Security Administration to obtain publications about ERISA rights.

## PRIVACY AND CONFIDENTIALITY STATEMENT

We understand the importance of keeping your personal and health information private (PHI). PHI includes both medical information and individually identifiable information, such as your name, address, telephone number or social security number. We are required by applicable federal and state law to maintain the privacy of your PHI.

Under both law and our policies, we have a responsibility to protect the privacy of your PHI. We:

- Protect your privacy by limiting who may see your PHI;
- Limit how we may use or disclose your PHI;
- Inform you of our legal duties with respect to your PHI;
- Explain our privacy policies; and
- Strictly adhere to the policies currently in effect.

We reserve the right to change our privacy practices at any time, as allowed by applicable law, rules and regulations. We reserve the right to make changes in our privacy practices for all PHI that we maintain, including information we created or received before we made the changes. When we make a significant change in our privacy practices, we will send notice to our health plan subscribers. For more information about our privacy practices, please contact us.

As a covered person, we may use and disclose you PHI, without your consent/authorization, in the following ways:

**Treatment:** we may disclose your PHI to a health care practitioner, a hospital or other entity which asks for it in order for you to receive medical treatment.

**Payment:** we may use and disclose your PHI to pay claims for covered services provided to you by health care practitioners, hospitals or other entities.

We may use and disclose your PHI to conduct other health care operations activities.

It has always been our goal to ensure the protection and integrity of your personal and health information. Therefore, we will notify you of any potential situations where your identification would be used for reasons other than treatment, payment and health plan operations.

# Notice of Privacy Practices

for your **personal** health and financial information

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

**The privacy of your personal and health information is important. You don't need to do anything unless you have a request or complaint.**

Relationships are built on trust. One of the most important elements of trust is respect for an individual's privacy. We at Humana value our relationship with you, and we take your personal privacy seriously.

This notice explains Humana's privacy practices, our legal responsibilities, and your rights concerning your personal and health information. We follow the privacy practices described in this notice and will notify you of any changes.

We reserve the right to change our privacy practices and the terms of this notice at any time, as allowed by law. This includes the right to make changes in our privacy practices and the revised terms of our notice effective for all personal and health information we maintain. This includes information we created or received before we made the changes. When we make a significant change in our privacy practices, we will change this notice and send the notice to our health plan subscribers.

## What is personal and health information?

Personal and health information - from now on referred to as "information" - includes both medical information and individually identifiable information, like your name, address, telephone number, or Social Security number. The term "information" in this notice includes any personal and health information created or received by a healthcare provider or health plan that relates to your physical or mental health or condition, providing healthcare to you, or the payment for such healthcare.

## How does Humana protect my information?

In keeping with federal and state laws and our own policy, Humana has a responsibility to protect the privacy of your information. We have safeguards in place to protect your information in various ways including:

- Limiting who may see your information
- Limiting how we use or disclose your information
- Informing you of our legal duties about your information
- Training our associates about company privacy policies and procedures

## How does Humana use and disclose my information?

We must use and disclose your information:

- To you or someone who has the legal right to act on your behalf
- To the Secretary of the Department of Health and Human Services
- Where required by law.

We have the right to use and disclose your information:

- To a doctor, a hospital, or other healthcare provider so you can receive medical care
- For payment activities, including claims payment for covered services provided to you by healthcare providers and for health plan premium payments
- For healthcare operation activities including processing your enrollment, responding to your inquiries and requests for services, coordinating your care, resolving disputes, conducting medical management, improving quality, reviewing the competence of healthcare professionals, and determining premiums
- For performing underwriting activities
- To your plan sponsor to permit them to perform plan administration functions
- To contact you with information about health-related benefits and services, appointment reminders, or about treatment alternatives that may be of interest to you
- To your family and friends if you are unavailable to communicate, such as in an emergency



# Notice of Privacy Practices *(continued)*

- To provide payment information to the subscriber for Internal Revenue Service substantiation
- To public health agencies if we believe there is a serious health or safety threat
- To appropriate authorities when there are issues about abuse, neglect, or domestic violence
- In response to a court or administrative order, subpoena, discovery request, or other lawful process
- For law enforcement purposes, to military authorities and as otherwise required by law
- To assist in disaster relief efforts
- For compliance programs and health oversight activities
- To fulfill Humana's obligations under any workers' compensation law or contract
- To avert a serious and imminent threat to your health or safety or the health or safety of others
- For research purposes in limited circumstances
- For procurement, banking, or transplantation of organs, eyes, or tissue
- To a coroner, medical examiner, or funeral director.

## **Will Humana use my information for purposes not described in this notice?**

In all situations other than described in this notice, Humana will request your written permission before using or disclosing your information. You may revoke your permission at any time by notifying us in writing. We will not use or disclose your information for any reason not described in this notice without your permission.

## **What does Humana do with my information when I am no longer a Humana member or I do not obtain coverage through Humana?**

Your information may continue to be used for purposes described in this notice when your membership is terminated or you do not obtain coverage through Humana. After the required legal retention period, we destroy the information following strict procedures to maintain the confidentiality.

## **What are my rights concerning my information?**

The following are your rights with respect to your information:

- Access – You have the right to review and obtain a copy of your information that may be used to make decisions about you, such as claims and case or medical management records. You also may receive a summary of this health information. If you request copies, we may charge you a fee for each page, a per hour charge for staff time to locate and copy your information, and postage.
- Alternate Communications – You have the right to receive confidential communications of information in a different manner or at a different place to avoid a life-threatening situation. We will accommodate your request if it is reasonable.
- Amendment – You have the right to request an amendment of information we maintain about you if you believe the information is wrong or incomplete. We may deny your request if we did not create the information, we do not maintain the information, or the information is correct and complete. If we deny your request, we will give you a written explanation of the denial.
- Disclosure – You have the right to receive a listing of instances in which we or our business associates have disclosed your information for purposes other than treatment, payment, health plan operations, and certain other activities. Effective April 1, 2003 or whenever you became a Humana member, Humana began maintaining these types of disclosures and will maintain this information for a period of six years. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.
- Notice – You have the right to receive a written copy of this notice any time you request.
- Restriction – You have the right to ask to restrict uses or disclosures of your information. We are not required to agree to these restrictions, but if we do, we will abide by our agreement. You also have the right to agree to or terminate a previously submitted restriction.

# Notice of Privacy Practices *(continued)*

## **How do I exercise my rights or obtain a copy of this notice?**

All of your privacy rights can be exercised by obtaining the applicable privacy rights request forms. You may obtain any of the forms by:

- Contacting us at 1-866-861-2762 at any time
- Accessing our Website at **Humana.com** and going to the Privacy Practices link
- E-mailing us at [privacy.office@humana.com](mailto:privacy.office@humana.com)

Send completed request form to:  
Humana Privacy Office  
P.O. Box 1438  
Louisville, KY 40202

## **What should I do if I believe my privacy has been violated?**

If you believe your privacy has been violated in any way, you may file a complaint with Human by calling us at: 1-866-861-2762 any time.

You may also submit a written complaint to the U.S. Department of Health and Human Services, Office of Civil Rights (OCR). We will give you the appropriate OCR regional address on request. You also have the option to e-mail your complaint to [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov). We support your right to protect the privacy of your personal and health information. We will not retaliate in any way if you elect to file a complaint with us or with the U.S. Department of Health and Human Services.

## **PRIVACY NOTICE CONCERNING FINANCIAL INFORMATION**

Humana and our affiliates understand that the privacy of your personal information is important to you. We take your privacy seriously and your trust in our ability to protect your private information is very important to us. This notice describes our policy regarding the confidentiality and disclosure of personal financial information.

## **How does Humana collect information about me?**

We collect information about you and your family when you complete applications and forms. We also collect information from your dealings with us, our affiliates, or others. For example, we may receive

information about you from participants in the healthcare system, such as your doctor or hospital, as well as from employers or plan administrators, credit bureaus, and the Medical Information Bureau.

## **What information does Humana receive about me?**

The information we receive may include such items as your name, address, telephone number, date of birth, Social Security number, premium payment history, and your activity on our Website. This also includes information regarding your medical benefit plan, your health benefits, and health risk assessments.

## **Where will Humana disclose my information?**

We may share your information with affiliated companies and non-affiliated third parties, as permitted by law. We may also provide your information to other financial institutions with which we have joint marketing agreements in order to provide you with offers for products and services you may find of value or which are health-related.

## **What can I prevent with an opt-out disclosure?**

You can prevent the disclosures to non-affiliated third parties that provide products and services not offered by Humana or where the non-affiliated company provides services related to your plan by requesting to opt-out of such disclosures. Your opt-out request will apply to all members or individuals covered under your Humana identification number or member account.

Your opt-out request will continue to apply until you revoke your request or terminate your membership.

## **How do I request an opt-out?**

At any time you can tell Humana not to share any of your personal information with affiliated companies that provide offers of non-Humana products or services. If you wish to exercise your opt-out option, or to revoke a previous opt out request, you need to provide the following information to process your request: your name, date of birth, and your Humana member identification number. You can use any of the methods below to request or revoke your opt-out:

- Call us at 1-866-861-2762
- E-mail us at [privacyoffice@humana.com](mailto:privacyoffice@humana.com).

# Notice of Privacy Practices *(continued)*

- Send your opt-out request to us in writing:  
Humana Privacy Office  
P. O. Box 1438  
Louisville, KY 40202

Humana follows all federal and state laws, rules, and regulations addressing the protection of personal and health information. In situations when federal and state laws, rules, and regulations conflict, Humana follows the law, rule, or regulation which provides greater protection.

The following affiliates and subsidiaries also adhere to Humana's privacy policies and procedures:

American Dental Providers of Arkansas, Inc.  
American Dental Plan of North Carolina, Inc.  
Cariten Insurance Company  
Cariten Health Plan  
CarePlus Health Plans, Inc.  
CompBenefits Company  
CompBenefits Dental, Inc.  
CompBenefits Insurance Company  
CompBenefits of Alabama, Inc.  
CompBenefits of Georgia, Inc.  
CorpHealth, Inc.  
CorpHealth Provider Link, Inc.  
DentiCare, Inc.  
Emphesys, Inc.  
Emphesys Insurance Company  
HumanaDental Insurance Company

Humana AdvantageCare Plan, Inc. fna Metcare Health Plans, Inc.  
Humana Benefit Plan of Illinois, Inc. fna OSF Health Plans, Inc.  
Humana Health Benefit Plan of Louisiana, Inc.  
Humana Employers Health Plan of Georgia, Inc.  
Humana Health Insurance Company of Florida, Inc.  
Humana Health Plan of Ohio, Inc.  
Humana Health Plan of Texas, Inc.  
Humana Health Plan, Inc.  
Humana Health Plans of Puerto Rico, Inc.  
Humana Insurance Company  
Humana Insurance Company of Kentucky  
Humana Insurance Company of New York  
Humana Insurance of Puerto Rico, Inc.  
Humana Medical Plan, Inc.  
Humana MarketPOINT, Inc.\*  
Humana MarketPOINT of Puerto Rico, Inc.\*  
Humana Medical Plan of Utah, Inc.  
Humana Wisconsin Health Organization Insurance Corporation  
Kanawha Insurance Company\*  
Managed Care Indemnity, Inc.  
Preferred Health Partnership, Inc.\*  
Preferred Health Partnership of Tennessee, Inc.  
The Dental Concern, Inc.  
The Dental Concern, Ltd.

\* These affiliates and subsidiaries are only covered by the Privacy Notice Concerning Financial Information section.

**HUMANA.**  
*Guidance* when you need it most