Adelphi University

EXTRATERRITORIAL LEGISLATION
Without Orthodontics

EFFECTIVE DATE: January 1, 2023

ETALLD23A
3336505

This document printed in January, 2023 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.
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CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER

Policyholder: Adelphi University
Rider Eligibility: Each Employee as noted within this certificate rider
Policy No. or Nos.: 3336505
Effective Date: January 1, 2023

This rider forms a part of the certificate issued to you by Cigna describing the benefits provided under the policy(ies) specified above. This rider replaces any other issued to you previously.

IMPORTANT INFORMATION

For Residents of States other than the State of New York:

State-specific riders contain provisions that may add to or change your certificate provisions.

The provisions identified in your state-specific rider, attached, are ONLY applicable to Employees residing in that state. The state for which the rider is applicable is identified at the beginning of each state specific rider in the "Rider Eligibility" section.

Additionally, the provisions identified in each state-specific rider only apply to:
(a) Benefit plans made available to you and/or your Dependents by your Employer;
(b) Benefit plans for which you and/or your Dependents are eligible;
(c) Benefit plans which you have elected for you and/or your Dependents;
(d) Benefit plans which are currently effective for you and/or your Dependents.

Please refer to the Table of Contents for the state-specific rider that is applicable for your residence state.

Geneva Campbell Brown, Corporate Secretary

HC-ETRDR
CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – California Residents

Rider Eligibility: Each Employee who is located in California

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of California for group insurance plans covering insureds located in California. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Eligibility - Effective Date

Eligibility for Coverage for Adopted Children

Any child who is adopted by You, including a child who is placed with You for adoption, will be eligible for Dependent coverage, if otherwise eligible as a Dependent, upon the date of placement with You. A child will be considered placed for adoption from and after the moment the child is placed in the physical custody of the insured for adoption. If a child placed for adoption is not adopted, all dental coverage ceases when the placement ends, and will not be continued.

Exception for Newborns and Adopted Minors

Any Dependent child born while You are insured will become insured on the date of the child’s birth, and any Dependent minor child placed for adoption while you are insured will become insured on the date the child is placed in your physical custody for adoption. If You do not elect to insure Your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

Dual Eligibility

If both You and Your Spouse are in an Eligible Class of the Employer, You may each enroll individually or as a Dependent of the other, but not as both. Any eligible Dependent child may also be enrolled by either You or Your Spouse. If the Spouse who enrolls for Dependent coverage ceases to be eligible, notify Your plan administrator immediately for coverage to continue under the plan of the other Spouse.

General Limitations And Expenses Not Covered

Expenses Not Covered

Covered Dental Expenses will not include, and no payment will be made for:

- procedures performed by a Dentist who is a member of the Covered Person’s family except in the case of a dental emergency when no other Dentist is available. (Covered Person’s family is limited to a Spouse, Domestic Partner, Civil Union Partner, siblings, parents, children, grandparents, and the Spouse’s, Domestic Partner’s, Civil Union Partner’s siblings and parents);

Coordination of Benefits

- For the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the Spouse, Domestic Partner, or Civil Union Partner of the parent with custody of the child;
  - then, the Plan of the noncustodial parent of the child; and
  - finally, the Plan of the Spouse, Domestic Partner, or Civil Union Partner of the parent not having custody of the child.

myCigna.com
Definitions

Dependent
The term Dependent means:
• any child of Yours who is:
  • less than 26 years old.
  • 26 or more years old, unmarried, and primarily supported by You and incapable of self-sustaining employment by reason of intellectual or physical disabilities. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child ceases to qualify above.

The term child means a child born to You or a child legally adopted by You from the date the child is placed in Your physical custody prior to the finalization of the child’s adoption.

Eligibility - Effective Date

Exception for Children
Any Dependent child who was previously covered under Colorado’s state program for children, the Children’s Basic Health Plan, will not be considered a Late Entrant for Dependent Insurance if enrollment is requested within 90 days of the Dependent child’s disenrollment or loss of eligibility under the program.

Expenses For Which A Third Party May Be Responsible

NOTE: The plan may only place a lien on any recovery by the Participant that is in an amount in excess of the Participant’s full compensation for all damages arising out of the claim.

Definitions

Emergency Service Provider
The term Emergency Service Provider means a local government, or an authority formed by two or more local governments, that provide fire-fighting and fire prevention services, emergency medical services, ambulance services, or search and rescue services, or a not-for-profit non-governmental entity organized for the purpose of providing any such services, through the use of bona fide volunteers.

Employee
The term Employee means a full-time employee of the Employer who is currently in Active Service. The term does not include employees who are part-time or temporary or who normally work less than 30 hours a week for the Employer. The term Employee may include officers, managers and Employees of the Employer, the bona fide volunteers if the Employer is an Emergency Service Provider, the partners if the Employer is a partnership, the officers, managers, and Employees of subsidiary or affiliated corporations of a corporation Employer, and the individual proprietors, partners, and Employees of individuals and firms, the
business of which is controlled by the insured Employer through stock ownership, contract, or otherwise.

**Employer**

The term Employer means the Policyholder and all Affiliated Employers. The term Employer may include an Emergency Service Provider, any municipal or governmental corporation, unit, agency or department thereof, and the proper officers, as such, of an Emergency Service Provider or an unincorporated municipality or department thereof, as well as private individuals, partnerships, and corporations.

**Definitions**

**Dependent**

The following provision does not apply, if included in the Dependent definition found in your dental certificate:

Anyone who is eligible as an Employee will not be considered as a Dependent.

**Federal rights may not be available to Civil Union partners or Dependents.**

Connecticut law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union.
Definitions

Dependent
The term child means a child born to you or a child legally adopted by you. It also includes a stepchild or a child for whom you are the legal guardian. A child also includes a minor grandchild, niece or nephew for whom you provide food, clothing and shelter on a regular and continuous basis when the District of Columbia schools are in regular session, provided such child’s legal guardian, if not you, is not covered by an accident or Sickness policy.

Eligibility – Effective Date

Dependent Insurance

Newborn Children
Coverage for newborn children of an insured employee or the employee’s covered family member begins from the moment of birth.

Coverage for a newborn child of a covered family member terminates when the child is 18 months old.

If notice of birth is given to the company within 30 days there is no premium charge for the initial 30 day period. If timely notice is not given, the insurer may charge additional premium from the time of birth.

If notice is given within 60 days of the birth of the child, the insurer may not deny coverage for a child due to the failure of the insured to timely notify the insurer of the birth of the child.

This policy covers newborn children for the necessary dental care or dental treatment of congenital defects or birth abnormalities of the teeth or gums.

Termination of Insurance

Special Continuation of Dental Insurance For Dependents of Military Reservists
If your insurance ceases because you are called to active military duty in: the Florida National Guard; or the United States military reserves, you may elect to continue Dependent insurance. You must pay the required premiums to the Policyholder if you choose to continue Dependent insurance. In no event will coverage be continued beyond the earliest of the following dates:

- the expiration of 30 days from the date the Employee's military service ends;
- the last day for which the required contribution for Dependent insurance has been made;
- the date the Dependent becomes eligible for insurance under another group policy. Coverage under the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) is excluded from this provision;
- the date the Dependent becomes eligible for Medicare;
- the date the group policy cancels;
- the date the Dependent ceases to be an eligible Dependent.
Reinstatement of Dental Insurance Employees and Dependents

Upon completion of your active military duty in: the Florida National Guard; or the United States military reserves, you are entitled to the reinstatement of your insurance and that of your Dependents if continuation of Dependent insurance was not elected. Such reinstatement will be without the application of: any new waiting periods; or the Pre-existing Condition Limitation to any new condition that you or your Dependent may have developed during the period that coverage was interrupted due to active military duty.

Provisions Applicable to Reinstatement

- You must notify your Employer, before reporting for military duty, that you intend to return to Active Service with that Employer; and
- You must notify your Employer that you elect such reinstatement within 30 days after returning to Active Service with that Employer and pay any required premium.

Dental Benefits Extension

An expense incurred in connection with a Dental Service that is completed after a person’s benefits cease, for any reason other than the person’s failure to pay premiums, will be deemed to be incurred while he is insured if:

- the course of treatment was recommended in writing by the physician and began while the person was insured for dental benefits;
- the Dental Service is other than a routine examination, prophylaxis, x-ray, or sealants;
- and the Dental Service is performed within 90 days after his insurance ceases.

The terms of this Dental Benefits Extension will not apply to a person who becomes insured under another group policy for similar dental benefits.

Definitions

Dependent

A child includes a legally adopted child, including that child from the date of placement in the home or from birth provided that a written agreement to adopt such child has been entered into prior to the birth of such child. Coverage for a legally adopted child will include the necessary care and treatment of an Injury or a Sickness existing prior to the date of placement or adoption. Coverage is not required if the adopted child is ultimately not placed in your home.

A child includes a child born to an insured Dependent child of yours until such child is 18 months old.
Important Notices
CIGNA DENTAL PPO

IMPORTANT:
If You opt to receive dental services or procedures that are not covered benefits under this plan, a participating dental provider may charge You his or her usual and customary rate for such services or procedures. Prior to providing You with dental services or procedures that are not covered benefits, the dental provider should provide You with a treatment plan that includes each anticipated service or procedure to be provided and the estimated cost of each such service or procedure. To fully understand Your coverage, You may wish to review Your evidence of coverage document.

Missing Tooth Limitation
There is no payment for replacement of teeth that are missing when a person first becomes insured. This payment limitation no longer applies after 12 months of continuous coverage.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Illinois Residents

Rider Eligibility: Each Employee who is located in Illinois

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Maryland Residents

Rider Eligibility: Each Employee who is located in Maryland

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Maryland group insurance plans covering insureds located in Maryland. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Expenses Not Covered
- charges for travel time or transportation costs;

Definitions
Dependent
Dependants include:
- your lawful spouse, including your civil union partner (The Religious Freedom Protection Act and Civil Union Act, 750 ILCS 75, allows both same-sex and different-sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples).
provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

**Important Notices**

**Qualified Medical Child Support Order (QMCSO)**

**Eligibility for Coverage Under a QMCSO**

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order and you will not be considered a Late Entrant for Dependent Insurance.

You, your child’s noninsuring parent, a state child support enforcement agency or the Maryland Department of Health and Mental Hygiene must notify your Employer and elect coverage for that child. If you yourself are not already enrolled, you must elect coverage for both yourself and your child. We will enroll both you and your child within 20 business days of our receipt of the QMCSO from your Employer.

Eligibility for coverage will not be denied on the grounds that the child: was born out of wedlock; is not claimed as a dependent on the Employee’s federal income tax return; or does not reside with the Employee or within the plan’s service area; or is receiving benefits or is eligible to receive benefits under the Maryland Medical Assistance Program.

**Qualified Medical Child Support Order Defined**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

- the order recognizes or creates a child’s right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies your name and last known address, and the child’s name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child’s mailing address;
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such Notice meets the requirements above.

The QMCSO may not require the health insurance policy to provide coverage for any type or form of benefit or option not otherwise provided under the policy, except that an order may require a plan to comply with state laws regarding health care coverage.

**Claims**

Claims will be accepted from the noninsuring parent, from the child’s health care provider or from the state child support enforcement agency. Payment will be directed to whomever submits the claim.

**Payment of Benefits**

Any payment of benefits in reimbursement for Covered Expenses paid by the child, or the child’s custodial parent or legal guardian, shall be made to the child, the child’s custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the child.

**Termination of Coverage Under a QMCSO**

Coverage required by a QMCSO will continue until we receive written evidence that: the order is no longer in effect; the child is or will be enrolled under a comparable health plan which takes effect not later than the effective date of disenrollment; dependent coverage has been eliminated for all Employees; or you are no longer employed by the Employer, except that if you elect to exercise the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), coverage will be provided for the child consistent with the Employer’s plan for postemployment health insurance coverage for Dependents.

**Eligibility - Effective Date**

**Dependent Insurance**

**Eligibility for Coverage for Adopted Children**

Any child who is adopted by you, including a child who is placed with you for adoption, will be eligible for Dependent coverage, if otherwise eligible as a Dependent, upon the date of placement with you. A child will be considered placed for adoption when you become legally obligated to support that child, totally or partially prior to that child’s adoption. If a child placed for adoption is not adopted, all dental coverage ceases when the placement ends, and will not be continued. The provisions in the Exception for Newborns provision that
describe requirements for enrollment and effective date of insurance will also apply to an adopted child or a child placed with the insured parent for adoption.

**Exception for Newborns**

Any Dependent child born while you are insured will become insured on the date of the child’s birth if you elect Dependent Insurance no later than 31 days after birth. If you do not elect to insure your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

**Covered Dental Expense**

Covered Dental Expense means that portion of a Dentist’s charge that is payable for a service delivered to a covered person provided:

- the service is started and completed while coverage is in effect, except for services described in the “Benefits Extension” section.

**Termination of Insurance**

**Employees**

**Injury or Sickness**

If your Active Service ends due to an Injury or Sickness, your insurance will be continued while you remain totally and continuously disabled as a result of the Injury or Sickness. Coverage will be continued until the earlier of: the date you cease to be totally disabled or 12 months after the date coverage terminates.

**Dental Benefits Extension**

Benefits for Covered Expenses incurred in connection with a Dental Service, except orthodontia, will be extended for 90 days after the date a person's coverage terminates. Covered Expenses will be deemed to be incurred while he or she is insured if the treatment:

- begins before the date coverage terminates; and

- requires two or more visits on separate days to a Dentist’s office.

If the plan covers orthodontia, benefits will be extended until the later of 60 days after the date coverage terminates or the end of the quarter in progress.
Eligibility - Effective Date

Dependent Insurance

Exception for Newborns

Any Dependent child including the newborn infant of a Dependent, an adopted child or foster child born while you are insured will become insured on the date of his birth if you elect Dependent Insurance no later than 31 days after his birth. If you do not elect to insure your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

Termination of Insurance

Employees

Following are the only reasons your coverage under this plan may be terminated. Your insurance will cease on the earliest date below:

• the date you cease to be in a Class of Eligible Employees or cease to qualify for the insurance.
• the last day for which you have made any required contribution for the insurance.
• the date the policy is canceled.
• the date your Active Service ends except as described below.

Your insurance will also cease for either of the following reasons:

• you commit an act of misrepresentation or fraud.
• you commit an act of physical or verbal abuse unrelated to your physical or mental condition, and such act poses a threat to a provider or to other insureds.

Additionally, your insurance will cease on the later of:

• the last day of the period for which a required premium contribution for the Group Policy was paid to Cigna by your Employer (if the next required premium is not paid); provided that Cigna mails notification of termination of the Group Policy to your last known mailing address following your Employer’s nonpayment of premium; or
• three days after Cigna mails notification of termination of the Group Policy to your last known mailing address following your Employer’s nonpayment of Premium.

If the Group Policy ceases for any reason other than your Employer’s failure to pay premium, Cigna will send a notice of termination to your Employer with the effective date of termination. Your Employer is responsible for notifying you of the termination.

Any continuation of insurance must be based on a plan which precludes individual selection.

Termination of Insurance – Continuation

Special 31-Day Continuation – For Dental Insurance

Upon payment of premium by your Employer, your insurance will continue for 31 days after you:

• cease to be in a Class of Eligible Employees or cease to qualify as an Employee.
• terminate employment for any reason.

In no case will the insurance continue after you become insured under any other group policy for similar benefits or after the last day for which you have made any required contribution for the insurance.

Dental Insurance for Former Spouse

If your spouse's Dental Insurance would otherwise cease because of divorce or annulment of marriage, the insurance for that spouse will be continued unless the court decree dissolving the marriage excludes such continuation. In any event, the insurance will not be continued beyond the earliest of the following dates:

• the date you fail to make any required contribution;
• the date you are no longer insured under the group policy;
• the date Dependent Insurance cancels;
• the date your former spouse remarries;
• the date you remarry, unless you make arrangements with the Employer to continue the insurance in accordance with the paragraph below entitled "Effect of Remarriage of Employee;"
• the date the court judgment no longer requires continued coverage.

Effect of Remarriage of Employee

If you remarry, an additional contribution will be required for your former spouse. You must notify your Employer of your remarriage within 30 days of the date of your remarriage and pay the additional contribution.
Definitions

**Dependent**

Dependents include:

- your former spouse, unless the divorce decree provides otherwise.

A child includes:

- a legally adopted child. Coverage for an adopted child will begin: on the date of the filing of a petition to adopt such a child, provided the child has been residing in your home as a foster child, and for whom you have been receiving foster care payments; or when a child has been placed in your home by a licensed placement agency for purposes of adoption.

- a child born to one of your Dependent children, as long as your grandchild is living with you and: your Dependent child is insured; or your grandchild is primarily supported by you.

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Eligibility - Effective Date

**Dependent Insurance**

**Exception for Newborns**

Any Dependent child born while you are insured will become insured from the moment of his birth. You must notify Cigna of the birth of the newly born child and pay any premium, if required, within 31 days after the date of birth in order to have the coverage continue beyond such 31-day period. If an application or other form of enrollment is required by your Employer in order to continue coverage beyond the 31-day period after the date of birth, and you have notified Cigna of the birth, either orally or in writing, Cigna will, upon notification, provide you with all forms and instructions necessary to enroll the newly born child and will allow you an additional 10 days from the date the forms and instructions are provided in which to enroll the newly born child. If you do not notify Cigna of the birth of the newly born child and pay any premium, if required, within such 31 days, coverage for that child will end on the 31st day, and no benefits for expenses incurred beyond the 31st day will be payable.

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Termination of Insurance

**Employees and Dependents**

**Special Continuation of Dental Insurance**

**For Dependents of Deceased Employee**

If you die while insured, your Dependents who are insured at the time of your death may continue their insurance by paying the required contribution to the Policyholder. Continuation shall begin only after the continuation required by federal law has expired, provided your spouse is at least 55 years of age at such time. Such coverage shall not continue beyond the earliest of the following dates:

- your spouse's 65th birthday;
- the last day of the period for which the required contribution has been paid;
- the date that your spouse becomes insured under any other group health plan, including Medicare;
- with respect to any one Dependent: the date that Dependent becomes eligible for similar group coverage or the date that Dependent ceases to qualify as a Dependent for any reason other than lack of primary support by you; or
- the date this policy cancels.
For Spouse Upon Legal Separation or Divorce From Employee

If your spouse's insurance would otherwise terminate because of legal separation, divorce or annulment of marriage, your spouse may continue their insurance, and the insurance of any eligible Dependent children, by paying the required contribution to the Policyholder. Continuation shall begin only after the Continuation Required by Federal Law has expired, provided your spouse is at least 55 years of age at such time. Such coverage shall not continue beyond the earliest of the following dates:

- your spouse's 65th birthday;
- the last day of the period for which the required contribution has been paid;
- the date that your spouse becomes insured under any other group health plan, including Medicare;
- with respect to any one Dependent: the date that Dependent becomes eligible for similar group coverage or the date that Dependent ceases to qualify as a Dependent for any reason other than lack of primary support by you; or
- the date this policy cancels.

Definitions

Dependent

The term child means a child born to you or a child legally adopted by you (including that child from the date of placement in your home, unless the child is removed from placement prior to legal adoption).

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – New Hampshire Residents

Rider Eligibility: Each Employee who is located in New Hampshire

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New Hampshire group insurance plans covering insureds located in New Hampshire. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Notice

The coverage represented by this policy is under the jurisdiction of the New Hampshire insurance commissioner, pursuant to RSA 400-A:15c.

NOTICE TO BUYER: THIS POLICY PROVIDES DENTAL BENEFITS ONLY

The policyholder shall have the right to return the policy within 30 days of its delivery and to have the premium refunded if, after examination of the policy, the policyholder is not satisfied for any reason.

For more information about this plan please contact us at:
1. myCigna.com
2. Toll Free Number: 1-800-244-6224

Important Notices

New Hampshire Patient Bill of Rights

The following information is being provided to you pursuant to RSA 415:18-XIV. These statutes require any insurer issuing
admitted to a Hospital or Sanitarium:

- You shall be treated with consideration, respect, and full recognition of your dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom you have contact.
- You shall be fully informed of your rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by you in writing. When you lack the capacity to make informed judgments the signing must be by the person legally responsible for you.
- You shall be fully informed in writing in language that you can understand, before or at the time of admission and as necessary during your stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.
- You shall be fully informed by a health care provider of your medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of your total care and medical treatment, to refuse treatment, and to be involved in experimental research upon your written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.
- You shall be transferred or discharged after appropriate discharge planning only for medical reasons, for your welfare or that of other patients, if the facility ceases to operate, or for nonpayment for your stay, except as prohibited by Title XVIII or XIX of the Social Security Act. You will not be involuntarily discharged from a facility because you become eligible for Medicaid as a source of payment.
- You shall be encouraged and assisted throughout your stay to exercise the patient's rights as a patient and citizen. You may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
- You shall be permitted to manage your personal financial affairs. If you authorize the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with your rights under this subdivision and in conformance with state law and rules.
- You shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
- You shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect you or others from injury. In an emergency, restraints may be authorized by the designated professional staff member in order to protect you or others from injury. The staff member must promptly report such action to the physician and document same in the medical records.
- You shall be ensured confidential treatment of all information contained in your personal and clinical record, including that stored in an automatic data bank, and your written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be your property. You shall be entitled to a copy of such records upon request. The charge for the copying of your medical records shall not exceed $15 for the first 30 pages or $.50 per page, whichever is greater; provided that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
- You shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by you, such services may be included in a plan of care and treatment.
- You shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. You may send and receive unopened personal mail. You have the right to have regular access to the unmonitored use of a telephone.
- You shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
- You shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
- You shall be entitled to privacy for visits and, if married, to share a room with your spouse if you both are patients in the
same facility and where you both consent, unless it is medically contraindicated and so documented by a physician. You have the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.

- You shall not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, or source of payment, nor shall any such care be denied on account of your sexual orientation.

- You shall be entitled to be treated by your physician of choice, subject to reasonable rules and regulations of the facility regarding the facility’s credentialing process.

- You shall be entitled to have your parents, if a minor, or spouse, or next of kin, or a personal representative, if an adult, visit the facility, without restriction, if you are considered terminally ill by the physician responsible for your care.

- You shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.

- You shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.

Subject to the terms and conditions of the patient’s insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

How To File Your Claim
Payments will be made within 30 calendar days upon receipt of a clean non-electronic claim or 15 calendar days upon receipt of a clean electronic claim.

Eligibility - Effective Date
Dependent Insurance
Exception for Newborns
Any Dependent child born while you are insured will become insured on the date of his birth if you elect Dependent Insurance no later than 31 days after his birth. If you do not elect to insure your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

Covered Dental Expense
Covered Services
Covered Services also include:
New Hampshire mandated coverage of charges for general anesthesia administered by a licensed dentist for dental procedures in a dentist’s office for: a covered person under the age of 6 who is determined by a licensed Dentist in conjunction with a licensed Physician to have a dental condition of significant complexity that requires the child to receive general anesthesia for the treatment of the condition; or for a covered person who has exceptional medical circumstances or a developmental disability, as determined by a Physician.

Payment of Benefits
To Whom Payable
Cigna may, at its option, make payment to you for the cost of any Covered Expenses from a provider even if benefits have been assigned. When benefits are paid to you or your Dependent (if covered), you or your Dependents are responsible for reimbursing the provider. Payments will be made within 30 calendar days upon receipt of a clean non-electronic claim or 15 calendar days upon receipt of a clean electronic claim.

Termination of Insurance
Continuation of Coverage Under New Hampshire State Law
Any reference to “Dependent” includes your partner to a civil union.
Continuation of Dental Insurance – Employee
If you have been employed and you or your Dependent’s insurance would otherwise cease because of termination of
employment, other than for gross misconduct, or carrier
termination, your Dental insurance will be continued for up to
18 months upon payment of the required premium by you to
your Employer. It will continue until the earliest of:
• 18 months from the date your work hours are reduced or
your employment terminates;
• the last day of the period for which you have paid the
required premium;
• the date you or your Dependent becomes entitled to
Medicare;
• the date you and/or your Dependent becomes eligible for
insurance under another group policy for dental benefits;
• the date the policy is canceled;
• the date a Dependent ceases to qualify as a Dependent.

Continuation of Dental Insurance — Disabled Individuals
If you or your Dependent is disabled within 60 days of the
date of termination of employment, you may continue health
insurance for up to an additional 11 months beyond the 18
month period. To be eligible you or your Dependent must:
• be declared disabled under Title II or XVI by the Social
Security Administration; and
• notify the plan administrator of the Social Security
Administration’s determination within 60 days following the
determination and within the initial 18-month continuation
period, and provide the plan administrator with a copy of
the determination.

Continuation of Dental Insurance — Former Spouse
A covered former spouse is entitled to continue coverage
following a final decree of divorce or legal separation, until
the earliest of the following:
• the date you are no longer insured under the group policy
for any reason (including the date of your death);
• the three-year anniversary of the final decree of divorce or
legal separation;
• the date your former spouse remarries;
• the date you remarry;
• the date the court decree no longer requires continued
coverage.

If coverage for a former spouse ends under this continuation
provision for any of the reasons described, he or she is eligible
to obtain up to an additional 36 months of continuation under
the provision.

Continuation of Dental Insurance — Dependent
If you have been employed or insured and health insurance for
your Dependents would otherwise cease because of: (1) your
death; (2) your entitlement to Medicare; (3) divorce or legal
separation; or (4) with respect to a Dependent child, failure to
continue to qualify as a Dependent, Dental insurance may be
continued upon payment of the required premium to the
Employer. It will continue until the earliest of:

For a Dependent Child:
• 36 months from the date of (1), (2), (3) or (4) above or when
coverage reduction or termination takes place within one
year of the date the Employer files for protection under the
bankruptcy provisions of Title 11 of the United States Code,
whichever may occur first;
• the last day for which the required premium has been paid;
• the date the Dependent child ceases to be a Dependent
child;
• the date the Dependent becomes entitled to Medicare;
• the date the Dependent becomes covered under another
group health plan;
• the date the policy is canceled.

For a spouse who is under age 55:
• 36 months from the date of (1), (2), (3) or (4) above, or
when coverage reduction or termination takes place within
one year of the date the Employer files for protection under
the bankruptcy provisions of Title 11 of the United States
Code, whichever may occur first;
• the last day for which the required premium has been paid;
• the date the Dependent becomes entitled to Medicare;
• the date the Dependent becomes covered under another
group dental health plan;
• the date the policy is canceled.

For a spouse who is age 55 or over:
• the date you or your former spouse remarries, upon which
coverage will continue as required under federal law;
• the date your former spouse becomes eligible for coverage
under another group health plan;
• the date your former spouse becomes eligible for Medicare;
• the last day for which the required premium has been paid;
• the date the policy is canceled.

Notification and Election
Cigna will notify you (or in the case of divorce or legal
separation, your former spouse) of the right to continue
coverage within 30 days after receiving notice regarding loss
of coverage. You and your Dependents (or in the case of
divorce or legal separation, your former spouse) must submit
an application and first premium payment no later than 45
days after notice of the right to continue coverage was sent.
Continuation of Dental Insurance
If group dental coverage for you or your Dependents is canceled for any reason, coverage may be continued from the date of cancellation until the earliest of the following:

- 39 weeks from the date group coverage is canceled;
- the date the person fails to make a timely premium payment;
- the date the person becomes eligible for benefits under another group plan or under Medicare; or
- the date your Dependent ceases to qualify as a Dependent under the provisions of the plan.

Notification and Election
If the group plan terminates because of nonpayment of group premium, Cigna will notify you of your right to continue coverage within 30 days after the termination date. Termination of the group plan for nonpayment of premium will not occur before the expiration of any required grace period for premium payment.

You and/or your Dependents shall provide written notice of election together with the required premium within 31 days of the date of the notice.

If coverage for you and your Dependents ends because Cigna does not provide required notice of continuation, Cigna will be liable for any benefits payable during the lapse in coverage.

Interaction with Other Continuation
If coverage for you or your Dependents is being continued as provided under federal law, and the group plan is canceled before the continuation period expires, the person will be eligible for continued coverage as described above.

Conversion
Upon cancellation of the group plan, you or your Dependents may elect to continue coverage as described above or may be eligible to convert coverage. CDH or Cigna, as the case may be, or the Policyholder will give the Employee, on request, further details of the Converted Policy. If extended coverage is elected, converted coverage may be elected when extended coverage ends.

Definitions

Dependent
Dependents include:

- your lawful spouse; (including a partner to a civil union).

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – New Jersey Residents

Rider Eligibility: Each Employee who is located in New Jersey

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New Jersey group insurance plans covering insureds located in New Jersey. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Important Notice

Your health plan provides that you will not be held financially liable for payments to health care providers for any sums, other than required copayments, coinsurance or deductibles, owed for covered expenses, if Cigna fails to pay for the covered expenses for any reason.

Subsequent changes in your coverage shall be evidenced in a separate benefit rider issued to you or your dependent(s).
Definitions

Dependent
Dependents include:

- your lawful spouse, including civil union partners.

The term child includes any child acquired through a civil union.

The rights of married persons under federal law may not be available to parties to a civil union.

Medically Necessary and/or Dentally Necessary
Services provided by a Dentist or Physician as determined by Cigna are Medically/Dentally Necessary if they are:

- required for the diagnosis and/or treatment of the particular dental condition or disease; and
- consistent with the symptom or diagnosis and treatment of the dental condition or disease; and
- commonly and usually noted throughout the medical/dental field as proper to treat the diagnosed dental condition or disease; and
- the most fitting level or service which can safely be given to you or your Dependent.

A diagnosis, treatment and service with respect to a dental condition or disease, is not Medically/Dentally Necessary if made, prescribed or delivered solely for convenience of the patient or provider.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – North Carolina Residents

Rider Eligibility: Each Employee who is located in North Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of North Carolina group insurance plans covering insureds located in North Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Eligibility - Effective Date

Dependent Insurance – Foster Children, Adoptive Children, Court Ordered Coverage

- Newborns, foster children and adoptive children are automatically covered for the first 30 days after birth or placement in the home. Waiting periods do not apply to these categories of Dependents.
- If additional premium is required you must submit an enrollment form within 30 days of acquiring the new Dependent child.
- If no additional premium is required, the child will be covered even if not formally enrolled in the plan. However, for ease of administration, you are encouraged to enroll the new Dependent child when coverage begins.
- A Dependent child for whom you are required by a court or administrative order to provide coverage may be enrolled at any time. The child may not be disenrolled while you remain a subscriber unless the order is no longer valid or the child is enrolled in another plan with comparable coverage.
Payment of Benefits

Recovery of Overpayment

When an overpayment has been made by Cigna, Cigna will have the right within 2 years after the date of the original claim payment: to recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment.

Definitions

Dependent

The term child means a child born to you or a child legally adopted by you, including that child from the first day of placement in your home, regardless of whether the adoption has become final.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Oregon Residents

Rider Eligibility: Each Employee who is located in Oregon

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Oregon group insurance plans covering insureds located in Oregon. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Definitions

Dependent

The term child means a child born to you. It also means:

- a child legally adopted by you, including that child from the date of placement. Coverage for such child will include the necessary care and treatment of conditions existing prior to the date of placement including medically diagnosed congenital defects or birth abnormalities, regardless of any pre-existing condition limitation in the policy.
CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – South Carolina Residents

Rider Eligibility: Each Employee who is located in South Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of South Carolina group insurance plans covering insureds located in South Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Definitions

Dependent
The term child means a child born to you, a child legally adopted by you or an adopted child of whom you have custody according to the decree of the court provided you have paid premiums. Adoption proceedings must be instituted by you, and completed within 31 days after the child’s birth date, and a decree of adoption must be entered within one year from the start of proceedings, unless extended by court order due to the child’s special needs. It also includes a stepchild who lives with you.

Covered Dental Expense

South Carolina Statutory Provision

In the case of an insured Dependent, covered services will include: teeth capping, prosthodontics, and orthodontics Necessary for the care and treatment of cleft lip and cleft palate.

Dependent Insurance

Late Entrant – Dependent
You are a Late Entrant for Dependent Insurance if:
• you elect that insurance more than 31 days after you become eligible; or
• you again elect it after you cancel your payroll deduction (if required).

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Vermont Residents

Rider Eligibility: Each Employee who is located in Vermont

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Vermont group insurance plans
covering insureds located in Vermont. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

Important Notices

Translation Information
If English is not your primary language, we will provide you with information about your interactions with Cigna under the policy and certificate, in your primary language. To request this information, call us at 1-800-Cigna24 (1-800-244-6224) or call or write us at the toll-free number or address shown on the back of your ID card. We have bilingual representatives in Spanish-speaking areas. We also offer the Language Line service, that can translate almost any other language.

How to Obtain a List of Participating Providers
A list of current Participating Providers will be provided by your Employer, or you can contact 1-800-Cigna24 (1-800-244-6224) for a Provider Directory.

Access to Your Dentist
Cigna studies the availability of, and access to, our Dental Providers each year.

Wait Times
You should expect to get appointments with Dental providers according to these standards:
- Emergency care appointments: within 24 hours of notification
- Urgent dental conditions: within 72 hours of notification
- Non-preventive, non-emergency care: within 2 weeks
- Routine preventive care: within 90 days.

Travel Times
Generally, you should not have to travel longer than 30 minutes, from home or work, for Dental services.

Services Available in Conjunction with Your Dental Plan
The following pages describe helpful services available in conjunction with your dental plan. You can access these services by calling us at our general Customer Services number: 1-800-Cigna24 (1-800-244-6224).

Information Available to You upon Your Request
Upon your request, by telephone or in writing to our Customer Services office, we will provide you the information you need, if:
- you have a question about your coverage, your benefits, a dentist, a claim, the services you received, outpatient care; or
- you received a bill in error; or
- you have a complaint.

The following information is also available to you, if you call or write to Cigna. Or, you can log on to www.myCigna.com:
- a list of dentists;
- your coverage under this certificate, including a description of deductible, copayment and coinsurance amounts for which you are responsible;
- the clinical review criteria used in making service denials;
- a description of the process for choosing and credentialing providers;
- a description of the grievance procedures: all information related to the subject of grievance begun by you;
- access to your individual dental records, for which you will not be charged more than the cost to copy them; and
- any other information that the plan makes available to you upon request.

To obtain a complete copy of your certificate form online, please log on to www.myCigna.com, and follow the instructions for using the “Cignaaccess” employer portal to request the certificate through your employer.

Vermont Mandatory Civil Unions Endorsement for Health Insurance

Purpose:
Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of
and amends this policy, contract or certificate to comply with Vermont law.

Definitions, Terms, Conditions and Provisions

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as “marriage,” “spouse,” “husband,” “wife,” “dependent,” “next of kin,” “relative,” “beneficiary,” “survivor,” “immediate family” and any other such terms include the relationship created by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as “date of marriage,” “divorce decree,” “termination of marriage” and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as “family,” “immediate family,” “dependent,” “children,” “next of kin,” “relative,” “beneficiary,” “survivor” and any other such terms include family relationships created by a civil union established according to Vermont law.

“Dependent” means a spouse, party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent upon the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

“Child” or “covered child” means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent upon the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

Caution: Federal Rights May or May Not Be Available

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA," controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Virginia Residents

Rider Eligibility: Each Employee who is located in Virginia

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legislative requirements of Virginia group insurance plans covering insureds located in Virginia. These provisions supersede any provisions in your certificate to the contrary.
unless the provisions in your certificate result in greater benefits.

How To File Your Claim

Payment of Claim

All benefits payable under the Policy are payable within 40 days of receipt of proof of loss. All or any portion of any benefits may be paid to the health care services provider.

Termination of Insurance

Reinstatement of Dental Insurance

If your Dental Insurance ceases because of active duty in: the United States Armed Forces; the Reserves of the United States Armed Forces; or the National Guard, the insurance for you and your Dependents will be reinstated after your deactivation provided you apply for reinstatement and you are otherwise eligible.

Such reinstatement will be without the application of: a new waiting period, or a new Pre-existing Condition Limitation. A new Pre-existing Condition Limitation will not be applied to a condition that you or your Dependent may have developed while coverage was interrupted. The remainder of any waiting period or Pre-existing Condition Limitation which existed prior to interruption of coverage may still be applied.