# Adelphi University

EXTRATERRITORIAL LEGISLATION Without Orthodontia

**EFFECTIVE DATE:** January 1, 2025

ETALLD25A 3336505

This document printed in December, 2024 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.

# **Table of Contents**

IMPORTANT INFORMATION	4
CERTIFICATE RIDER – California Residents	5
CERTIFICATE RIDER – Colorado Residents	6
CERTIFICATE RIDER – Connecticut Residents	6
CERTIFICATE RIDER – District of Columbia Residents	7
CERTIFICATE RIDER – Florida Residents	8
CERTIFICATE RIDER – Georgia Residents	
CERTIFICATE RIDER – Illinois Residents	
CERTIFICATE RIDER – Maryland Residents	
CERTIFICATE RIDER – Massachusetts Residents	13
CERTIFICATE RIDER – Missouri Residents	15
CERTIFICATE RIDER – New Hampshire Residents	16
CERTIFICATE RIDER – New Jersey Residents	20
CERTIFICATE RIDER – North Carolina Residents	21
CERTIFICATE RIDER – Ohio Residents	22
CERTIFICATE RIDER – Rhode Island Residents	
CERTIFICATE RIDER – South Carolina Residents	25
CERTIFICATE RIDER – Virginia Residents	25



# **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, 2025

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 Cambell 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.

HC-ETCARDR

# **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 31<sup>st</sup> day. No benefits for expenses incurred beyond the 31<sup>st</sup> 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.

HCDFB-ELG83

06-21 V1-ET

# 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).

HCDFB-DEX96

08-23 V2-ET1

# **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.

HCDFB-COB102



# 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.

HCDFB-DFS375

06-21 ET

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

Cigna)

**CERTIFICATE RIDER** – Colorado Residents

Rider Eligibility: Each Employee who is located in Colorado

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 Colorado group insurance plans covering insureds located in Colorado. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCORDR

## **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.

HC-ELG233

01-19 ET

# **Covered Dental Services**

Teledentistry services are covered only when administered in conjunction with procedures and services which are covered under this plan. Covered Dental Services delivered through teledentistry are covered to the same extent We cover services rendered through in-person contact including the same costshare, frequency limitations or any applicable benefit maximums or lack thereof.

HC-DEN330

06-21 V3-ET

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

## **CERTIFICATE RIDER** – Connecticut Residents

Rider Eligibility: Each Employee who is located in Connecticut

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 Connecticut group insurance plans covering insureds located in Connecticut. These provisions supersede



any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCTRDR

# Definitions

#### **Civil Union**

The term Civil Union means a state sanctioned or legally recognized union of two eligible individuals of the same or opposite sex.

HCDFB-DFS326	06-21
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## Dependent

The term Dependent means:

• Your lawful Spouse, including Your Civil Union partner; and

HCDFB-DFS182	06-21
	V2-ET2

#### Spouse

The term Spouse means Your legally recognized Spouse in the state where You reside.

HCDFB-DFS367

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

### **CERTIFICATE RIDER** – District of Columbia Residents

Rider Eligibility: Each Employee who is located in District of Columbia

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 District of Columbia group insurance plans covering insureds located in District of Columbia. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETDCRDR

## Definitions

### Dependent

06-21

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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.

HC-DFS126

04-10 V7 ET



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

**CERTIFICATE RIDER** – Florida Residents

Rider Eligibility: Each Employee who is located in Florida

## The benefits of the policy providing your coverage are primarily governed by the law of a state other than Florida.

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 Florida group insurance plans covering insureds located in Florida. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETFLRDR

# **Eligibility - Effective Date**

# Foster Children, Adoptive Children and Children in Custodial Care

Benefits applicable to children of the insured Employee also apply to adoptive children, foster children and children in custodial care. Coverage begins from birth or from the moment of placement in the home. Except in the case of foster children, coverage may not exclude any preexisting condition of the child.

In the case of a newborn adoptive child, coverage begins from the moment of birth if there is a written agreement to adopt the child, whether or not the agreement is enforceable.

Coverage does not extend to an adoptive child who is not ultimately placed in the home of the insured Employee.

If notice of the birth or placement of an adopted child 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 or placement.

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

If any family member of the insured Employee is covered as a dependent, then benefits applicable to children are covered with respect to a foster child or other child in court-ordered temporary custody or other custody of the insured Employee.

## 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.

HCDFB-ELG115

06-21 ET

## **Termination of Insurance – Continuation**

# Special Continuation of Dental Insurance For Dependents of Military Reservists

If your insurance ceases because you are called to active military duty in: (a) the Florida National Guard; or (b) 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: (a) the Florida National Guard; or (b) 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: (a) any new waiting periods; or (b) 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.

HCDFB-TRM87

01-18 ET

## **Dental Benefits Extension – For Total Disability Upon Policy Discontinuation**

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

- the course of treatment was recommended in writing by the physician and began while the person was insured for dental benefits; and
- the Covered Dental Service is other than a routine examination, prophylaxis, x-ray, or sealants;
- and the Covered 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.

HCDFB-BEX13

06-21 ET

# 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 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. A child also includes a foster child or a child placed in Your custody by a court order from the date of placement in the home. Coverage is not required if the adopted or foster child is ultimately not placed in Your home. It also includes:

- a stepchild;
- a child born to an insured Dependent child of Yours until such child is 18 months old, a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DF654

06-21 ET

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

**CERTIFICATE RIDER** – Georgia Residents

Rider Eligibility: Each Employee who is located in Georgia

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 Georgia group insurance plans covering insureds located in Georgia. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETGARDR

## **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.

HCDFB-IMP84

06-21 ET1

## **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.

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

HC-ETILRDR

## **Expenses Not Covered**

• charges for travel time or transportation costs;

HC-DEX1 04-10 V13-ET

# Definitions

## **Civil Union**

The term Civil Union means a state sanctioned or legally recognized union of two eligible individuals of the same or opposite sex.

HCDFB-DFS326

06-21 ET

## Dependent

The term Dependent means:

• 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); and

The term child means a child born to You or a child legally adopted by You. It also includes a stepchild and child acquired through a Civil Union, or a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS401

06-21 ET



### Spouse

The term Spouse means Your legally recognized Spouse or Civil Union partner in the state where You reside.

HCDFB-DFS402

06-21 ET

## **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.

HC-ETMDRDR

### **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 non-insuring 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 <u>Y</u>our 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.

## **Continuity of Care Notice**

You have special rights in Maryland when You are a new enrollee and may be moving from Maryland Medical Assistance or another company's dental plan to Cigna Health and Life Insurance Company coverage and if You currently are receiving treatment.

Right to use non-network providers. If You have been receiving services from a health care provider, and that provider is a non- network provider under Your new health plan with Us, You may be able to continue to see Your provider as though the provider were an in-network provider. You or Your parent, guardian, designee, or health care provider may also contact Us on Your behalf at 1-800-Cigna24 to request the right to continue to see the nonnetwork provider as if the provider were an in-network provider with Us.

This right applies only if You are being treated by the nonnetwork provider for covered services for one or more of the following types of conditions:

- Acute dental conditions;
- Serious chronic dental conditions;
- Any other condition upon which we and the out-of-network provider agree.
- Any other condition on which the Non-Participating provider and the receiving carrier or managed care organization reach agreement

There is a time limit for how long You can continue to see a non-network provider and only need to pay cost-sharing as though the provider were an in-network provider. For all conditions the time limit is 90 days or until the course of treatment is completed, whichever is sooner. The 90-day limit is measured from the date your coverage starts under the new plan.

You or Your representative need to contact Us so that We can pay Your claim as if You are still receiving care from a network dentist. If the non-network Dentist accepts Cigna's rate of payment, the Dentist is only permitted to bill You for the in-network cost-sharing amounts that apply to the service, such as copayments, coinsurance and deductible.



If the non-network dentist will not accept Cigna's rate of payment, the dentist may decide not to provide services to You, or may continue to provide services to You and bill You not only for any Copayment, Coinsurance or Deductible that applies, but also bill You for the difference between the Dentist's fee and the allowable charge determined by Us.

If You have any questions please contact us at 1-800-Cigna24.

HCDFB-IMP80	06-21
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### **Dental Benefits Extension**

Benefits for Covered Dental Expenses incurred in connection with a Covered Dental Service, except orthodontia, will be extended for 90 days after the date Your coverage terminates. Covered Dental Expenses will be deemed to be incurred while You are 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 for 60 days after the date coverage terminates if the orthodontist has agreed to or is receiving monthly payments; or until the later of 60 days after the date coverage terminates or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.

HCDFB-BEX16

06-21 ET

# **Eligibility - Effective Date**

### **Effective Date of Dependent Insurance**

Insurance for Your Dependents will become effective on the date You elect it, by signing a written agreement with the Employer Policyholder to make the required contribution, but no earlier than the day You become eligible for Dependent Insurance. All of Your Dependents as defined will be included.

Your Dependents will be insured only if You are insured.

Enrollment of Your child may not be denied by Us under Your dental insurance for the following reasons, that Your child:

- was born out of wedlock;
- is not claimed as a Dependent on Your federal income tax return; or
- does not reside:

- with You; or
- in Our service area; or
- is receiving benefits or is eligible to receive benefits under the Maryland Medical Assistance Program.

If You are required under an order to provide dental insurance coverage for Your child and You are eligible for Dependent dental insurance:

- regardless of enrollment period restrictions, We will allow the insured to enroll in Dependent coverage and include the insured's child in that coverage specified in the enrollment form;
- if the insured is enrolled in dental insurance but does not include their child in the enrollment, We will allow either the noninsuring parent, the Child Support Enforcement Agency, or the Department of Health to apply for the enrollment on behalf of such child and include such child in dental insurance under the enrollment regardless of enrollment period restrictions; and
- We may not disenroll or eliminate dental insurance for the child, unless written evidence is provided to Us that:
- the order is no longer in effect;
- the child has been or will be enrolled under other reasonable dental insurance which will take effect no later than the effective date of the disenrollment;
- the Employer has eliminated Dependent dental insurance from the plan for all Employees; or
- the Employer no longer employs the parent under whose name the child has been enrolled for coverage except to the extent that if the parent elects to exercise the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) then the dental insurance coverage must be provided for the child consistent with the Employer's plan relating to post-employment dental insurance coverage for Dependents.
- For a child who has dental insurance through Us which insures the insured parent, We will:
  - provide membership cards to the noninsuring parent;
  - provide the claim forms to the noninsuring parent;
  - provide any other information necessary for the child to obtain benefits through the dental coverage, to the noninsuring parent; and



• process the claim forms and make appropriate payment to the noninsuring parent, the dental provider, or the Department of Health when the noninsuring parent has incurred dental expenses relating to the dental care provided to the dependent child.

HCDFB-ELG105

06-21 ET

# Definitions

### Dependent

The term grandchild means Your unmarried grandchild who is in Your legal custody and resides with You. Coverage for Your mentally or physically incapacitated grandchild who reaches age 26, or if a student, age 26 will continue until the grandchild marries or is no longer mentally or physically incapacitated.

Coverage is provided for a newly born or newly adopted Dependent child or grandchild (as defined) from the moment of birth or date of adoption of the child or grandchild. Coverage for a minor for whom guardianship is granted by court or testamentary appointment is payable from the date of appointment.

HCDFB-DFS544 06-21 ET1

## CIGNA HEALTH AND LIFE INSURANCE

**COMPANY**, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER** – Massachusetts Residents

Rider Eligibility: Each Employee who is located in Massachusetts

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 Massachusetts group insurance plans covering insureds located in Massachusetts. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMARDR

## **Eligibility - Effective Date**

## **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 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.

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HCDFB-ELG89
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## **Termination of Insurance**

## **Termination of Your Insurance**

Your insurance will cease on the earliest date below:

- the date You cease to be in an Eligible Class 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 or lapses due to a nonpayment of premium.
- 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.
- the last day of the calendar month in which Your Active Service ends except as described below.
- Your death.

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 Us by Your Employer (if the next required premium is not paid); provided that We mail a notification of termination of the Group Policy to Your last known mailing address following Your Employer's nonpayment of premium; or



• three days after we mail a notification of termination of the Group Policy to Your last known mailing address following Your Employer's nonpayment of Premium.

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

#### **Termination of Insurance - Dependents**

Your insurance for all of Your Dependents will cease on the earliest date below:

- · You commit an act of misrepresentation or fraud; or
- 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; or
- the date Dependent insurance is canceled; or
- the date that Dependent no longer qualifies as a Dependent; or
- Your death.

HCDFB-TRM81

06-21 ET

## **Termination of Insurance - Continuation**

### **Special 31-Day Continuation**

Upon payment of premium by Your Employer, Your insurance will continue for 31 days after You:

- cease to be an Eligible Class 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.

HCDFB-TRM84

06-21 ET

Definitions

## Dependent

The term Dependent means:

• Your former Spouse; unless the divorce decree provides otherwise; and

The term child means a child born to You or a child legally adopted by You. Coverage for an adopted child will begin on the date of the filling of a petition to adopt such 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. It also includes a stepchild, 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, a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS385

06-21 ET



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

**CERTIFICATE RIDER** – Missouri Residents

Rider Eligibility: Each Employee who is located in Missouri

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 Missouri group insurance plans covering insureds located in Missouri. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMORDR

# **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 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 You for adoption.

### **Exception for Newborns**

Any Dependent child born while You are insured will become insured on the date of the child's 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 in order to have 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 31<sup>st</sup> day, and no benefits for expenses incurred beyond the 31st day will be payable.

HCDFB-ELG113

## **Termination of Insurance**

# 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: (1) the date that Dependent becomes eligible for similar group coverage or (2) 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;

06-21 ET



- 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: (1) the date that Dependent becomes eligible for similar group coverage or (2) 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.

HCDFB-TRM97

06-21 ET

## 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.

HC-ETNHRDR

## 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

HC-CER14

## **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 a group or individual policy to provide each new certificate holder or policy holder with the following information. When 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

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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.

HC-IMP116

04-10 V1-ET

# 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.

HC-CLM1

04-10 V15-ET

# 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 31<sup>st</sup> day. No benefits for expenses incurred beyond the 31<sup>st</sup> day will be payable.

HC-ELG1

04-10 V16-ET

## Late Entrant Limit

Your Employer will not allow you to enroll for dental insurance until the next open enrollment period.

HC-LEL1

04-10 V8-ET

## **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.

HC-DEN18

04-10 V1-ET

## **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 nonelectronic claim or 15 calendar days upon receipt of a clean electronic claim.

HC-POB4

04-10 V4-ET

# 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.

HC-TRM89			

## Definitions

### Dependent

Dependents include:

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

HC-DFS298

04-10 V1-ET

## **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.

HC-ETNJRDR

## **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).

HC-IMP46

04-10 V1-ET

# cigno healthcare

# 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.

HC-DFS311

04-10 V1-ET

## 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.

HC-DFS132

04-10 V1-ET

## **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.

HC-ETNCRDR

## **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.

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.

HCDFB-ELG85

06-21 ET

# čigno healthcare

# **Payment of Benefits**

## **Recovery of Overpayment**

When We have made an overpayment, We will have the right within 2 years after the date of the original claim payment; at any time 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.

HCDFB-POB61

06-21 ET

# Definitions

## Dependent

The term child means a child born to You or a child legally adopted by You, or a foster child including that child from the first day of placement in Your home regardless of whether the adoption has become final. It also includes a stepchild, a foster child, or a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS383

06-21 ET

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

**CERTIFICATE RIDER** – Ohio Residents

Rider Eligibility: Each Employee who is located in Ohio

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 Ohio group insurance plans covering insureds located in Ohio. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETOHRDR

# **Covered Dental Services**

Teledentistry services are covered only when administered in conjunction with procedures and services which are covered under this plan. Covered Dental Services delivered through teledentistry are covered to the same extent We cover services rendered through in-person contact including the same costshare, frequency limitations or any applicable benefit maximums or lack thereof.

HC-DEN330

06-21 V1-ET

# Expenses For Which A Third Party May Be Responsible

This plan does not cover:

- Expenses incurred by You or Your Dependent(s) for which another party may be responsible as a result of having caused or contributed to an injury or sickness.
- Expenses incurred by You or Your Dependent(s) to the extent any payment is received either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage. The coverage under this plan is secondary to any automobile no-fault or similar coverage.

## **Right of Reimbursement**

If a Covered Person incurs expenses for Covered Dental Services for which another party may be responsible or for which the Covered Person may receive payment as described above, We will be granted a right of reimbursement, to the extent of the benefits provided by Us, from the proceeds of any recovery whether by settlement, judgment, or otherwise, subject to any applicable Apportionment of Liability under Ohio's Civil Action laws.



If less than the full value of the tort action is recovered for comparative negligence, diminishment due to a party's liability under sections 2307.22 to 2307.28 of the Revised Code, or by reason of the collectability of the full value of the claim for injury, death, or loss to person resulting from limited liability insurance or any other cause, the subrogee's or other person's or entity's claim shall be diminished in the same proportion as the injured party's interest is diminished.

## Lien of the Plan

By accepting benefits under this plan, a Covered Person:

- grants a lien and assigns to Us an amount equal to the benefits paid under this plan against any recovery made by or on behalf of the Covered Person, subject to any applicable Apportionment of Liability under Ohio's Civil Action laws, which is binding on any attorney or other party who represents the Covered Person whether or not an agent of the Covered Person or of any insurance company or other financially responsible party against whom a Covered Person may have a claim provided said attorney, insurance carrier or other party has been notified by Us or Our agents;
- agrees that this lien shall constitute a charge against the proceeds of any recovery and We shall be entitled to assert a security interest thereon;
- agrees to hold the proceeds of any recovery in trust for Our benefit to the extent of any payment made by Us.

#### **Additional Terms**

- No adult Covered Person may assign any rights that the Covered Person may have to recover dental expenses from any third party or other person or entity to any Dependent child without Our prior express written consent. Our right to recover shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.
- No Covered Person shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.
- Our right of recovery shall be a prior lien against any proceeds recovered by the Covered Person. This right of recovery shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine", or any other such doctrine purporting to defeat Our recovery rights by allocating the proceeds exclusively to non-dental expense damages.
- No Covered Person shall incur any expenses on behalf of the plan in pursuit of the plan's rights. Specifically; no court costs, attorneys' fees, or other representatives' fees may be deducted from the plan's recovery without Our prior express written consent. This right shall not be defeated by

any so-called "Fund Doctrine", "Common Fund Doctrine", or "Attorney's Fund Doctrine".

- We hereby disavow all equitable defenses in the pursuit of Our right of recovery. Our recovery rights are neither affected nor diminished by equitable defenses.
- In the event that a Covered Person fails or refuses to honor his obligations under the plan. We shall be entitled to recover any costs incurred in enforcing the terms of the Policy including, but not limited to, attorney's fees, litigation, court costs, and other expenses. We shall also be entitled to offset the reimbursement obligation against any entitlement to future dental benefits under the Covered Person has fully complied with his reimbursement obligations, regardless of how those future dental benefits are incurred.
- Any reference to state law in any other provision of this plan shall not be applicable to this provision, if the plan is governed by ERISA. By acceptance of benefits under the plan, the Covered Person agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, We shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.
- Covered Persons must assist Us in pursuing any recovery rights by providing requested information.

HCDFB-SUB27

How To File A Claim

## **Time Of Payment**

Claims, either paper or electronic, will be paid by Us within 30 calendar days of receipt. However, if more time is needed to make a determination due to matters beyond Our control, We will notify You or Your representative within 30 days after receiving your claim. This notice will include the date a determination can be expected, which will be no more than 45 days after receipt of the claim. The determination period will be suspended on the date Cigna sends such a notice of missing information, and resume on the date You or Your representative responds to the notice.

HCDFB-CLM78

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# 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 mental or physical impairment which arose while the child was covered as a Dependent under this Plan, or while covered as a Dependent under a prior plan with no break in coverage of more than 63 days. 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. It also includes a stepchild, or a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

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

**CERTIFICATE RIDER** – Rhode Island Residents

Rider Eligibility: Each Employee who is located in Rhode Island

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 Rhode Island group insurance plans covering insureds located in Rhode Island. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETRIRDR

# Definitions

### **Civil Union**

The term Civil Union means a state sanctioned or legally recognized union of two eligible individuals of the same or opposite sex.

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## Dependent

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The term Dependent means:

• Your lawful Spouse (including a partner to a Civil Union).

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### Spouse

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The term Spouse means Your legally recognized Spouse in the state where You reside.

HCDFB-DFS367	06-21



## **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.

HC-ETSCRDR

## **General Limitations And Expenses Not Covered**

### **Expenses Not Covered**

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

• cosmetic dentistry or cosmetic dental surgery (dentistry or dental surgery performed solely to improve appearance) which may include but is not limited to the following: bleaching (tooth whitening), in office and/or at home, enamel microabrasion, odontoplasty, facings, repairs to facings or replacement of facings on crowns or bridge units on molar teeth will always be considered cosmetic, unless specifically covered by this plan under the Cosmetic Services Rider. However, for newborn children benefits will include coverage of an injury or illness including necessary care and treatment of medically diagnosed congenital defects and birth abnormalities;

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## **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.

HC-ETVARDR

# 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.

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# **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.

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