



**ADDENDUM #1**  
**RFP 04—086, Group Dental Insurance**  
**Date: April 28, 2004**

This addendum is being issued to make the following (attached) changes, corrections, clarifications and additions to the bidding documents. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Receipt of this addendum shall be acknowledged by the respondent by signing, dating and returning it with your RFP response. Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.

1. **Change** Section 2.7, item B, the second sentence

**From:** Only those communications that are in writing from the authorized County representative identified in Section 2.6 above shall be considered pertinent to this RFP.

**To:** Only those communications that are in writing from the authorized County representative identified in Section 2.5 above shall be considered pertinent to this RFP.

2. **Request for Information:** I need a more detailed breakdown of the Indemnity/PPO coverage or a copy of your benefit booklet.

A copy is attached for your reference.

3. **Request for Information:** The underwriter will need a monthly breakdown of premium paid and claims paid for the Indemnity/PPO coverage.

A copy of the dental claims report which includes paid premium and paid claims by month for the past 24 months is attached along with the certificate of coverage and summary of benefits for the PPO Plan. In addition, please note that under the current PPO Plan Endodontic Procedures are paid as Type II, Periodontic Procedures are paid as Type III and Xrays are paid as Type I.

The waiting period is 12 months for Type III procedures.

4. **Question:** What percentage does Lake County BOCC contribute to the employees cost of their dental plan? 100%

Employer Contribution (monthly)

<u>DHMO</u>		<u>PPO</u>	
EE	\$10.36	EE	\$17.34
EE + 1	\$10.76	EE + 1	\$19.50
EE + 2	\$11.08	EE + 2	\$22.02

5. **Question:** What percentage does Lake County BOCC contribute to the dependents cost of their dental plan? 0%
6. **Question:** Is the dental plan offered within a 125 plan? Yes  
If so, when is the annual enrollment period? July 13 – August 13
7. **Question:** Will we be able to get a better breakdown of the claims vs premium by month to month and can we get the current dental plan booklet or more info on plan design? Yes, the information is attached.

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Susan Dugan, CPPB  
Contracting Officer

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

# COMPBENEFITS INSURANCE COMPANY

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P. O. Box 8236

Chicago, IL 60680-8236  
5209

(800) 342-

## **CERTIFICATE OF GROUP DENTAL INSURANCE**

This certificate outlines the features of the Group Dental Insurance Policy issued to the Policyholder by CompBenefits Insurance Company (hereinafter referred to as "CompBenefits"). Read it carefully to become familiar with Your coverage. In this Certificate, the masculine pronouns include both masculine and feminine gender unless the context indicates otherwise.

Your coverage may be terminated or amended in whole or in part under the terms and provisions of the Policy.

If you should have any questions, or to obtain coverage information or assistance in resolving complaints, please call (800) 342-5209.

**THIS CERTIFICATE CONTAINS A DEDUCTIBLE PROVISION.**

Signed for CompBenefits Insurance Company

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President



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## **DEFINITIONS**

You will need to know what is meant by certain terms used in this certificate. They are defined below.

“You” and “Your” mean the certificate holder.

“We”, “Our” and “Us” mean CompBenefits.

The “Premium Due Date” is the first day of each calendar month.

“Effective Date” means the date the policy begins.

“Eligibility Date” means the date the employee can become insured as defined under When You Can Be Insured.

"Benefit Year" for the first policy year begins on the Effective Date and ends on the 31<sup>st</sup> of December of the same year. Thereafter, the Benefit Year will be the calendar year.

"Covered Dental Expenses" means the kinds of expenses which can apply to meet the Deductible or for which Dental Benefits can be paid. Covered Dental Expenses include only certain charges for services or supplies which do not exceed the Prevailing Fee when ordered by a dentist for dental care and treatment. The charges for services or supplies listed in the Schedule of Benefits are the only charges that are Covered Dental Expenses.

"Covered Dental Injury" means all damage to a covered person's mouth due to an accident caused by any sudden, unexpected impact from outside the oral cavity, and all complications arising from that damage.

"Deductible" means the dollar amount of Covered Dental Expenses that must be incurred and paid by you before benefits can be paid. The Deductible is applied chronologically by the dates on which CompBenefits receives claims for Covered Dental Expenses. If all or any portion of an insured's or member's Deductible for a calendar year is applied against Covered Dental Expenses incurred by an insured or member during the last three months of the contract period, the insured's or member's Deductible for the next ensuing contract period shall be reduced by the amount so applied.

"Dental Treatment Plan" means a dentist's report, on a form that meets CompBenefits's approval, which: (a) itemizes the dental procedures that the dentist will perform; (b) lists the charges for each procedure; and (c) is accompanied by supporting pre-operative x-rays and any other appropriate diagnostic material required by CompBenefits. Related procedures (such as cleaning, root planing, fillings and crowns) will be considered part of the same Dental Treatment Plan even if reported on different claim forms and/or on different dates of service, if they are performed within four months of one another.

"Dentist" means any dental or medical practitioner who: a) is properly licensed or certified under the laws of the state where he practices; and b) provides services which are within the scope of that license or certificate.

"Participating Dentists Fee Schedule" is a schedule of maximum allowable charges that participating network Dentists have agreed to use when charging You or Your Dependent.

"Prevailing Fee" means the fee for a given service which CompBenefits determines not to exceed the amount ordinarily charged by the majority of dental providers in the locality where the fee is incurred. Upon written request, CompBenefits shall provide a general description of the methodology used to determine the frequency of determining, and the database used to determine the Prevailing Fees.

## **BECOMING INSURED**

### Who Can Be Insured

All persons who are members of the Eligible Group can be insured. You are a member of the Eligible Group if:

1. You are an employee of the Policyholder; and
2. You work at least the minimum number of hours per week (as defined by the Policyholder).

If You and Your spouse are members of the Eligible Group, either of You may choose to be covered for Dental Benefits:

1. as an employee; or
2. as a dependent.

If one chooses to be covered as a dependent, the other must choose to be covered as an employee

### When You Can Be Insured

You can be insured on the Effective Date if:

1. You are a member of the Eligible Group on that date; and
2. You have completed the initial waiting period, as shown in the Schedule of Benefits.

If You do not meet the above requirements on Effective Date, Your Eligibility Date will be the Premium Due Date which next follows the date You first become a member of the Eligible Group, or during any open enrollment period as may be determined and approved by CompBenefits.

### When Your Insurance Begins

To be insured under this policy, You must enroll within 31 days of your Eligibility Date. If You enroll and meet the Actively At Work Requirement, Your insurance will begin on the Premium Due Date which is the same as or which next follows the date You enroll.

If You do not enroll within 31 days of Your Eligibility Date, You may not enroll until the next anniversary date of the Policy, or during any open enrollment period as may be determined and approved by CompBenefits.

### The Actively At Work Requirement

To become insured under the Group Policy, You must be actively at work. To be actively at work, You must:

1. be able to do the normal tasks of Your job on a full-time basis for a full work day on the day Your insurance is to begin; and
2. be able to do such tasks at one of Your employer's normal places of business or at a location to which You must travel to do Your job; and
3. not be absent from work because of leave of absence or temporary lay-off.

If You do not meet the above requirements, insurance will begin on the Premium Due Date which is the same as or next follows the day on which You do meet these requirements.

### Insurance For Your Dependents

If You are insured by the Group Policy, You can also be insured for Your Eligible Dependents. If You and Your spouse are members of the Eligible Group, either of You - but not both - may insure Your children who are Eligible Dependents.

## Who Are Your Eligible Dependents

Your Eligible Dependents are:

1. Your spouse, if You are legally married; and
2. Your children:
  - (a) up to the Dependent Age listed in the Schedule of Benefits; or
  - (b) up to the Dependent Maximum Age listed in the Schedule of Benefits if the child is dependent upon You for support and is living with You or is a full-time or part-time student; or
  - (c) are not capable of self-support due to a mental or physical handicap, subject to the following conditions:
    - (1) the child must have become incapable prior to his or her 19th birthday, or the end of the calendar year in which the child reaches the Dependent Maximum Age if the child is dependent upon You for support and is living with You or is a full-time or part-time student;
    - (2) the child must be chiefly dependent on You for support and maintenance;
    - (3) the child must stay unmarried and in the condition described above;
    - (4) You must give CompBenefits written proof that the child is incapable within 31 days after his or her coverage would end; and
    - (5) You may be required to give proof at a later date that the child is still incapable, but not more than once each year after two years following the first proof.

For purposes of this Policy the following are excluded from insurance coverage:

1. a dependent child who can be insured as a member of the Eligible Group; or
2. a dependent who is on active duty with the armed forces of any country.

## Coverage For Children Placed For Adoption

A child placed with You for adoption will be an Eligible Dependent for Dental Insurance. Dental Insurance for that child will begin on the earlier of:

1. the date of birth if a petition for adoption is filed within 60 days of the birth of such child; or
2. the date You gain custody of the child under a temporary court order that grants You conservatorship of the child; or
3. the date the child is placed with You for adoption.

## When Insurance For Dependents Begins

If you have Eligible Dependents on the day you first become insured, You can enroll for them on that day. If You do not have Eligible Dependents on the day You first become insured, but later acquire an Eligible Dependent, You can enroll for them within 31 days after they become Eligible Dependents. Your dependent coverage will begin on the next Premium Due Date which follows the date You enroll for dependent coverage, or the Premium Due Date after which you first acquire an Eligible Dependent. If you do not enroll your Eligible Dependent(s) within 31 days of becoming eligible, You may not enroll for them until the next anniversary date of the Policy, or during any open enrollment period as may be determined and approved by CompBenefits.

A child born to You or a covered Dependent while insured will be an Eligible Dependent and will automatically be insured for 60 days following the moment of birth. If You choose to insure the newborn, You must enroll the child within 60 days of his date of birth or coverage for that child will terminate at the end of the 60-day period. The coverage for a newborn child of a covered Dependent terminates 18 months after the birth of the newborn child.

### When Your Insurance Ends

Your insurance will end on the earliest of:

1. The date on which the Group Policy terminates.
2. The last day of the month which follows Your last payment to the cost of Your insurance if You stop Your payments.
3. The last day of the month which follows the date You are no longer a member of the Eligible Group.
4. The last day of the month in which Your employment terminates.
5. The date on which You request, in writing, to terminate Your insurance.
6. The day before you enter into any naval, military, air force or any other armed service in any country.

### When Your Dependents' Insurance Ends

Insurance for Your dependents will end on the earliest of:

1. the date the Group Policy ends;
2. the date the Group Policy is changed to exclude insurance for Your dependents;
3. the date Your insurance ends; or
4. the date ending the term that insurance is in force because of Your last payment to the cost of insurance for Your dependents if You stop Your payments.

Insurance for any one dependent will end on the last day of the month in which he ceases to be an Eligible Dependent.

## **DENTAL BENEFITS**

The Dental Benefits described on the pages that follow apply to Covered Dental Expenses incurred:

1. by You while You are insured; and
2. for a dependent while You are insured for the dependent.

Benefits will be paid after Covered Dental Expenses during a Benefit Year exceed the Deductible. Covered Dental Expenses will include only those charges for treatment or services that begin and are completed while You and Your dependents are insured.

### Beginning Date for Treatment or Service

For benefit determination purposes, the following will define the date on which certain Covered Dental Expenses will begin:

1. for full dentures or partial dentures - on the date the final impression is made;
2. for fixed bridges (including a resin bonded bridge), crowns, inlays, onlays and other laboratory prepared restorations - on the date final preparation of the teeth is completed;

3. for root canal therapy - on the date the pulp chamber is first opened;
4. for periodontal surgery - on the date the surgery is actually performed; and
5. for all other services - on the date the service is performed.

CompBenefits will not pay benefits for any service which started prior to the patient being insured. If a procedure is started before the expiration of the waiting period to which that procedure is subject, no benefit will be payable, even if the procedure is completed after the expiration of the waiting period.

### Completion Date for Treatment or Service

For benefit determination purposes, the following will define the date on which certain Covered Dental Expenses will be completed:

1. for dentures and partial dentures - on the date the final completed appliance is inserted in the mouth. However, no denture or partial denture will be considered completed unless and until it is accepted by the patient; and
2. for fixed bridges (including a resin bonded bridge), crowns, inlays, onlays, and other laboratory prepared restorations - on the date that the appliance is permanently cemented in place; for all other services, on the date the service is performed.
3. for root canal therapy - on the date the canals are permanently filled;
4. for periodontal surgery - on the date the surgery is actually performed; and
5. for all other services - on the date the service is performed.

### Waiting Periods

Benefits for certain services are payable only after a person has satisfied a waiting period. Waiting periods are identified in the Schedule of Benefits.

### Benefits Payable

Based on your Plan design, Benefits are payable at either a) the lesser of the Prevailing Fees or actual charges incurred by You or Your dependents for Covered Dental Expenses, or b) the lesser of the Scheduled Benefits or actual charges incurred by You or Your dependents for Covered Dental Expenses. To receive benefits, the expenses incurred must exceed the Deductible. The expenses used to meet the Deductible must be incurred within a Benefit Year. When the Deductible is met, CompBenefits will pay benefits for expenses incurred during the rest of the Benefit Year. The amount of the benefits will be equal to the insured percentage of the Covered Dental Expenses or the Scheduled Benefits for the Covered Dental Expenses that are more than the Deductible. The insured percentages or Scheduled Benefits that apply to Covered Dental Expenses are shown in the Schedule of Benefits. No benefits are payable for expenses listed in the section headed "Exclusions". The maximum benefit which will be paid is explained in the section headed "Maximum Benefits".

### Estimate of Benefits

If Covered Dental Expenses for a procedure are expected to be more than \$200, CompBenefits recommends You send to CompBenefits a Dental Treatment Plan for the procedure before treatment begins. The Dental Treatment Plan should be accompanied by supporting pre-operative x-rays and any other appropriate diagnostic materials as requested by CompBenefits. CompBenefits will notify You and Your dentist of the benefits payable based upon the Dental Treatment Plan. In determining the amount of benefits payable, consideration will be given to alternate procedures that may accomplish a professionally satisfactory result.

If You and Your dentist decide on a more expensive method of treatment than that predetermined by CompBenefits, We will not pay the excess amount. The maximum Covered Dental Expense to be considered for payment will be the most economical procedure, determined by CompBenefits, to accomplish a professionally satisfactory result.

### Maximum Benefits

The total amount of Dental Benefits that will be paid for one person for expenses (other than orthodontic expenses) incurred in a Benefit Year will not be more than the Maximum Annual Payment shown in the Schedule of Benefits.

### Benefits After Insurance Ends

If a procedure (other than orthodontic treatment) starts for You or a dependent and it has not been completed when Dental Benefits end, You or Your dependent will be entitled to benefits for Covered Dental Expenses incurred for that procedure during the three months just after the insurance ends.

### Orthodontic Benefits (If Applicable)

This is an optional benefit that is only available if you are enrolled for it. Orthodontic plan benefits shall only be provided for Dependents 18 years of age or younger. See Schedule of Benefits to determine if You are covered for this benefit.

The total amount of Dental Benefits that will be paid for orthodontic treatment and appliances, incurred in any Benefit Year, will not be more than the Orthodontic Annual Maximum shown in the Schedule of Benefits. The total amount of Dental Benefits that will be paid for orthodontic treatment and appliances during the entire time insured will not be more than the Orthodontic Lifetime Maximum shown in the Schedule of Benefits. Orthodontic treatment will begin on the date the bands or appliance(s) are first inserted. Any other treatment that can be completed on the same day as performed will be considered started and completed on the actual date that the treatment is performed.

Orthodontic benefits are paid in equal quarterly installments over the course of the entire Dental Treatment Plan. The benefit payment schedule will be calculated by:

1. determining the total benefit payable for the orthodontic treatment plan;
2. defining the amount of the initial payment as 25% of the total benefit; and
3. divide the 75% balance of the total benefit by the number of quarters that the orthodontic treatment will continue to determine the amount which will be paid for each subsequent quarter of treatment.

The first installment will be payable as of the date on which the orthodontic appliances are first installed. The subsequent quarterly benefit payments will be made for as long as the insurance remains in force provided that You submit proof to CompBenefits that treatment continues.

### Major Restorative Limitations

The charges for Major Restorative services will be Covered Dental Expenses subject to the following:

1. the denture or partial denture must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;
2. the fixed bridge (including a resin bonded fixed bridge) must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;

3. the replacement of a partial denture, full denture, or fixed partial denture (including a resin bonded bridge), or the addition of teeth to a partial denture if: (a) replacement occurs at least five years after the initial date of insertion of the current full or partial denture or resin bonded bridge; (b) replacement occurs at least five years after the initial date of insertion of an existing implant or fixed bridge; (c) replacement prosthesis or the addition of a tooth to a partial denture is required by the necessary extraction of a Functioning Natural Tooth while insured for Dental Benefits under this policy; or (d) replacement is made necessary by a Covered Dental Injury to a partial denture, full denture, or fixed partial denture (including a resin bonded bridge) provided the replacement is completed within 12 months of the injury. Chewing injuries are not considered Covered Dental Injuries;
4. the replacement of crowns, cast restorations, inlays, onlays or other laboratory prepared restorations if:  
(a) replacement occurs at least five years after the initial date of insertion; and (b) they are not serviceable and cannot be restored to function;
5. the replacement of an existing partial denture with fixed bridgework, only if upgrading to fixed bridgework is essential to the correction of the person's dental condition; and
6. the replacement of teeth up to the normal complement of 32.

## Exclusions

Benefits will not be paid for:

1. procedures which are not included in the Schedule of Benefits; which are not medically necessary; which do not have uniform professional endorsement; are experimental or investigational in nature; for which the patient has no legal obligation to pay; or for which a charge would not have been made in the absence of insurance;
2. any procedure, service, or supply which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years, as determined by CompBenefits;
3. crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling;
4. appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting;
5. any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion including occlusal adjustment, bite registration, or bite analysis;
6. pulp caps, adult fluoride treatments, athletic mouthguards; myofunctional therapy; infection control; precision or semi-precision attachments; denture duplication; oral hygiene instruction; separate charges for acid etch; broken appointments; treatment of jaw fractures; orthognathic surgery; completion of claim forms; exams required by third party; personal supplies (e.g. water pik, toothbrush, floss holder, etc.); or replacement of lost or stolen appliances;
7. charges for travel time; transportation costs; or professional advice given on the phone;
8. procedures performed by a Dentist who is a member of Your immediate family;
9. any charges, including ancillary charges, made by a hospital, ambulatory surgical center, or similar facility;
10. charges for treatment rendered: (a) in a clinic, dental or medical facility sponsored or maintained by the employer of any member of Your family; or (b) by an employee of the employer of any member of Your family;
11. any procedure, service or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction, or disease of the temporomandibular joints or their associated structures;

12. charges for treatment performed outside of the United States other than for emergency treatment. Benefits for emergency treatment which is performed outside of the United States are limited to a maximum of \$100 (US dollars) per year;
13. the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared;
14. treatment for cosmetic purposes. Facings on crowns or bridge units on molar teeth will always be considered cosmetic;
15. any services or supplies which do not meet the standards set by the American Dental Association or which are not reasonably necessary, or customarily used, for dental care;
16. procedures that are a covered expense under any other medical plan (established by the employer) which provides group hospital, surgical, or medical benefits whether or not on an insured basis;
17. a sickness for which the patient can receive benefits under a workers' compensation act or similar law;
18. an injury that arises out of or in the course of a job or employment for pay or profit; or
19. charges to the extent that they are more than the Prevailing Fee. If the amount of the Prevailing Fee for a service cannot be determined due to the unusual nature of the service, CompBenefits will determine the amount. CompBenefits will take into account: (a) the complexity involved; (b) the degree of professional skill required; and (c) other pertinent factors.
20. Orthodontic plan benefits for persons 19 years of age or older.

## **COORDINATION WITH OTHER BENEFITS**

### **1. APPLICABILITY.**

This Coordination With Other Benefits provision applies to This Plan when You or Your covered dependents have dental care coverage under more than one Plan. "Plan" and "This Plan" are defined below. If this provision applies, the Order of Benefit Determination Rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the Order of Benefit Determination Rules, another Plan determines its benefits first. The above reduction is described in Section 4, Effect on the Benefits of This Plan.

### **2. DEFINITIONS.**

A "Plan" is any group insurance or group type insurance, whether insured or uninsured, which provides benefits for, or because of, dental care or treatment. This also includes 1) group or group-type coverage through HMOs and other prepayment, group practice and individual practice plans; 2) group coverage under labor-management trustee plans, union welfare plans, employer organization plans, employee benefit organization plans or self insured employee benefit plans; and 3) medical benefits coverage in group, group type, and individual automobile "no-fault" type contracts or group or group-type automobile "fault" contracts. It does not include school accident type coverages, coverage under any governmental plan required or provided by law, or any state plan under Medicaid. Each contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and coordination applies only to one of the two, each of the parts is a separate Plan.

"This Plan" is the part of the Group Policy that provides Dental Benefits.

"Primary Plan"/"Secondary Plan". The Order of Benefit Determination Rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be

reduced because of the other Plan's benefits. When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

"Allowable Expenses" means a necessary, reasonable and customary item of expense for dental care, when the item of expense is covered at least in part by one or more Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

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

### 3. ORDER OF BENEFIT DETERMINATION RULES.

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

- (a) The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that if the person is also a Medicare beneficiary, Medicare is secondary to the Plan covering the person as a dependent and primary to the Plan covering the person as other than a dependent, then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering that person as other than a dependent. Except in the case of legal separation or divorce (further described below), when This Plan and another Plan cover the same child as a dependent of different persons, called "parents":

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

However, if the other Plan does not have the rule described immediately above, and if, as a result, the Plans do not agree on the Order of Benefits, the rule in the other Plan will determine the order of benefits.

- (b) If two or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - (1) first, the Plan of the parent with custody of the child;
  - (2) then, the Plan of the spouse of the parent with custody of the child; and
  - (3) finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care

expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has

actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply

with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or

provided before the entity has that actual knowledge.

- (c) The benefits of a Plan which covers a person as an employee who is neither laid off, retired or continuing coverage under a right of continuation (or as a dependent of the person) are determined before those of a Plan which covers that person as a laid off, retired or continuing coverage (or as a dependent of that person). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the Order of Benefits, this rule is ignored.

- (d) If none of the above rules determines the Order of Benefits, the benefits of the Plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

#### 4. EFFECT ON THE BENEFITS OF THIS PLAN.

This section applies when, in accordance with Section 3. Order of Benefit Determination Rules, This Plan is a Secondary Plan to one or more other Plans. In the event the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the Other Plans".

The benefits of This Plan will be reduced when the sum of:

- (a) the benefits that would be payable for the Allowable Expenses under This Plan in the absence of this provision; and
- (b) the benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this provision, whether or not claim is made;

exceeds those Allowable in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plans do not total more than those Allowable Expenses.

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

#### 5. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION.

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

#### 6. FACILITY OF PAYMENT.

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

#### 7. RIGHT OF RECOVERY.

If the amount of the payments made by CompBenefits are more than should have paid under this provision, CompBenefits may recover the excess from one or more of: (a) the persons for whom payment has been made; (b) insurance companies or other organizations providing benefits under another Plan.

### **NOTICE OF CONTINUATION OF GROUP HEALTH COVERAGE RIGHTS (COBRA)**

If Your insurance terminates in accordance with the other terms of this Policy, it will be reinstated as of the date of termination if You elect to continue the insurance in force as described in this section. You may elect to continue insurance if You are currently insured under this Policy, and if such insurance is terminating due to any of the following Qualified Events:

- 1) Termination of Your employment (for reasons other than gross misconduct).
- 2) Reduction of work hours including lay-off.
- 3) Death of the insured person.
- 4) Divorce or legal separation.
- 5) A child ceases to be a dependent as defined in this Policy.
- 6) The Policyholder files for a Chapter 11 bankruptcy petition, and as a result to this You suffer a loss of coverage under Your retiree coverage.

However, no continuation of coverage will be provided if You are covered under another group dental care plan coincident with or prior to any of the above events occurring. Continuation of insurance will be retroactive to the date of termination.

The maximum continuation of coverage period with respect to a reason described above is:

- 1) 18 months with respect to 1 or 2 above. However, if You are disabled as determined under Title II or XVI of the Social Security Act, then You and any other non-disabled eligible individuals will be eligible for an additional 11 months.
- 2) 36 months with respect to 3, 4 or 5 above.
- 3) With respect to 6 above, lifetime coverage for You, whereas Your Eligible Dependents will be covered until the earlier of a) Your death; or, b) Death of the Eligible Dependent.

If, while insurance is being continued, further events occur which would entitle You to again elect continuation, the total period of continuation may not exceed 36 months from the date the initial continuation commenced, other than the coverage due to bankruptcy filing as described above.

It is Your responsibility to notify the Policyholder of the occurrence of a Qualifying Event other than termination of employment or reduction in work hours. You must notify the Policyholder within 60 days.

It is the responsibility of the Policyholder to provide You with written notice of Your right to continue coverage under this Section. Such notice will also contain the amount of monthly premium You must pay to continue coverage and the time and manner in which such payments must be made.

To continue coverage under this Policy You must notify the Policyholder of Your election within 60 days of the latest of:

- a) the date of the Qualifying Event;
- b) the date of the loss of coverage; or
- c) the date the Policyholder sends notice of the right to continue coverage.

Payment for the cost of insurance for the period preceding the election must be made to the Policyholder within 45 days after the date of such election. Subsequent payments are to be made to the Policyholder in the manner described by the Policyholder in the notice. The Policyholder will remit the payments to CompBenefits.

Continuation of insurance will terminate at the earliest of the following dates:

- 1) The end of the maximum continuation of coverage period.
- 2) The last day of the period of coverage for which premiums have been paid, if You fail to make a premium payment when due.

- 3) Your becoming covered under another group dental care plan as an employee, spouse or dependent child; however, coverage will continue for a pre-existing condition for which treatment has already commenced and which is excluded or limited by the other group dental plan.
- 4) Discontinuance of this Dental Care Benefit Provision.
- 5) The date Your employer ceases to provide any group dental plan.

## **GENERAL PROVISIONS**

### Representations and Warranties

In the absence of fraud, all statements made by the Policyholder or by an insured person shall be deemed representations and not warranties. No statement made for the purpose of effecting insurance shall avoid the insurance or reduce benefits unless contained in a written instrument signed by the Policyholder or You, a copy of which has been furnished to the Policyholder or You or Your beneficiary.

### Premium Rates

All premiums are payable in advance for coverage under the Policy in accordance with the premium rate schedules of CompBenefits in effect for each Premium Due Date. Premiums are payable to CompBenefits or Our authorized agent. Premiums may be increased for a contract period on the anniversary date of the contract. Notice of the maximum amount of a premium increase will be mailed to the Policyholder not less than 60 days prior to the anniversary of the contract period.

### Grace Period

Unless the Policy is terminated, a grace period of 31 days is allowed for payment of each premium due after the first premium. If any premium is not paid prior to the end of the grace period, the coverage to which the premium applies will lapse at the end of the grace period. We will be entitled to collect all pro rata premiums then unpaid for the period any coverage under the Policy remained in force during such grace period.

### Termination

This Policy may be terminated if CompBenefits elects to discontinue offering this type of group insurance coverage or if CompBenefits elects to discontinue all types of coverage, in accordance with applicable state and federal laws. Except for nonpayment of the required premium or the failure to meet continued underwriting standards, CompBenefits will not terminate this Policy prior to the first anniversary date of the Effective Date of the Policy as specified herein. A notice of termination will be mailed to the Policyholder not less than 60 days prior to the effective date of the termination of the Policy. Termination by CompBenefits will be without prejudice to any expenses originating prior to the effective date of termination.

This section does not apply to a termination for nonpayment of premium by the Policyholder. In the event that the Policyholder fails in a timely manner to pay premiums, the Policy will terminate on the last date for which premium was paid.

### How to Claim Benefits

You can get the forms You need for claiming benefits from the Policyholder. We will furnish said forms to the Policyholder. If the forms are not furnished before the expiration of ten working days after the giving of notice, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made. When making a claim for Dental

Benefits You must give proof of each charge. It is important that You have copies of bills for all charges. The bills must be itemized to show the service for which each charge is made. You may have benefits paid directly to dentists. To do so, fill out and sign the claim form telling CompBenefits to pay Your benefits this way.

### Notice and Proof of Claim

Written notice of dental treatment must be given to Us within one year after the date when such dental treatment occurred. Notice given by or on behalf of You or Your beneficiary to Us at P. O. Box 8236, Chicago, IL 60680-8236, or to any authorized agent of Us, with information sufficient to identify the insured, shall be deemed notice to Us. Failure to give notice within that time shall neither invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give the notice and that notice was given as soon as was reasonably possible.

All benefits of the Group Policy will be paid as they accrue. Benefits will be paid upon receipt of written proof on standard dental claim forms acceptable to CompBenefits. CompBenefits may also accept as proof of a claim, notification in any format that is commonly accepted in the industry at the time the claim is made. The proof must describe the event for which the claim is made. Proof of loss due to hospital confinement must be given to CompBenefits within 90 days after the end of the period for which the claim is made. CompBenefits will pay benefits for covered expenses to a managing conservator on behalf of a person who is Your Eligible Dependent if an order issued by a court of competent governmental jurisdiction names such person the managing conservator of the dependent. To be entitled to receive benefits, a managing conservator of an Eligible Dependent must submit to CompBenefits written notice along with the proof of claim, that such person is the managing conservator. The written notice will be a certified copy of a court order establishing the person as managing conservator or other evidence designated by rule of the State Board of Insurance that the person qualifies to be paid the benefits. These requirements will not apply in the cases of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by You where You have paid any portion of a medical bill that would be covered under the terms of the Group Policy. CompBenefits will have the right, at its own expense, to examine the person whose injury or sickness is the basis of a claim, when and so often as it may reasonably require while a claim is pending.

### Legal Action

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

### Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

### Time of Payment of Claims

All benefits payable under the policy will be payable immediately upon receipt of due written proof of such loss. Should We fail to pay the benefits payable under the policy, upon receipt of due written proof of loss, We shall have 15 working days thereafter within which to mail the You a letter or notice which states the reasons We may have for failing to pay the claim, either in whole or in part, and which also gives You a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid. When all of the listed documents or other information needed to process

the claim have been received, We shall then have 15 working days within which to process and either pay the claim or deny it, in whole or in part, giving You the reasons We may have for denying such claim or any portion thereof.

We shall pay interest to the insured equal to 18 percent per annum on the proceeds or benefits due under the terms of the policy for failure to comply with the requirements of the above paragraph.

In the event We fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided above and any other damages as may be allowable by law.

### Reinstatement

If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by CompBenefits or by any agent duly authorized by CompBenefits to accept such premium without requiring in connection therewith an application for reinstatement shall reinstate the policy; provided, that if CompBenefits or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by CompBenefits, or lacking approval, upon the forty-fifth day following the date of such conditional receipt unless CompBenefits has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten (10) days after such date. In all other respects, the insured and CompBenefits shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

### Time Limit on Certain Defenses

After this policy has been in force for a period of two (2) years during the lifetime of the insured, excluding any period during which the insured is disabled, it shall become incontestable as to the statements contained in the application.

No claim for loss incurred or disability, as defined in the policy, commencing after two (2) years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description on the effective date of loss had existed prior to the effective date of coverage of this policy.

### Participating Provider Networks, if applicable

Certain plans offered by CompBenefits feature different levels of benefits based upon You utilizing a participating network dentist. Participating dentists have agreed to charge You or Your eligible Dependents based on a Participating Dentists Fee Schedule. Benefits payable to non-participating dentists may be based on either the Prevailing Fee or the Participating Dentists Fee Schedule. Non-participating dentists may bill You for the balance of their charges. Please check Your Schedule of Benefits to determine if Your plan features a participating network option. If it does, please refer to the list of participating network Dentists

prior to making an appointment.

## **Schedule of Benefits**

See attached.

The network plan that offers maximum coverage with the cost advantages on a traditional indemnity plan.

➤ **FREEDOM TO CHOOSE ANY DENTIST**

Participants are free to select from a panel of participating dentists or seek care from any non-participating dentist.

➤ **VALUABLE SAVINGS FROM NETWORK DENTISTS**

Network dentists offer savings by agreeing to charge you based on negotiated maximum allowable contracted fee schedule. If you go to a non-participating dentist, the charged amount may be above that charged by a Participating Dentist.

➤ **NO BALANCE BILLING**

A participating dentist has agreed not to charge you any amount for services above the negotiated maximum allowable fee amount. When utilizing a non-participating dentist, you will be responsible for any extra amount charged by the dentist over the CompBenefits negotiated maximum and the customary charge of the dentist.

➤ **EXTENSIVE NETWORK OF PARTICIPATING DENTISTS**

Refer to your Provider Directory for a listing of participating dentists that offer services on a guaranteed-negotiated fee schedule.

➤ **ACCESS TO INFORMATION**

Our toll-free customer service number at 1-(800)-342-5209 has Member Services Representatives who can provide the answers you need quickly and thoroughly.

**Any way you add it up, CompBenefits really is the benefits company of choice!**

This brochure contains a brief description of the plan. A complete description of the coverage, including limitations on certain procedures, is found in the Schedule of Benefits and Certificate of Group Dental Insurance.

\*Coverage based on Preferred Provider schedule of discounted fees

\*\*Time served on the employer's immediately preceding group dental plan may be credited towards this plan's waiting periods, subject to Underwriting approval.

\*\*\*Maximum of 3 per family.

**CompBenefits Family of Companies**

CompDent • CompBenefits Insurance Company  
American Dental Plan, Inc. • American Dental Plan of North Carolina, Inc.  
Oral Health Services, Inc. • National Dental Plans, Inc.  
Texas Dental Plans, Inc. • VisionCare, Inc. • VisionCare Plan  
Primary Plus • Ultimate Optical, Inc.

## **SUMMARY OF BENEFITS**

Partial Listing of Covered Services                      In-Network Reimbursements    Out-of-Network Reimbursements

**Type I Diagnostic & Preventive...100%.....100%**

- Oral Examination (once per six months)
- Prophylaxis (cleaning, once per six months)
- Topical Fluoride (children under 16, once per 12 months)
- X-Rays (limitations may apply)

Sealants (once per 3 years for children under age 16, for non carious molars only)  
 Space Maintainers (for children under age 16)

**Type II Basic Services..... 80%.....80%**  
 Simple Restorative (amalgam, synthetic, or composite fillings)  
 Emergency Palliative Treatment  
 Tooth Extraction  
 Endodontics (root canals)

**Type III Major Services.....50%.....50%**  
 (12 month waiting period\*\*)  
 Major Restorative (crowns/inlays/onlays)  
 Periodontics (includes treatment of diseases of the gums)  
 Bridge, Denture Repair  
 Prosthetics (bridges and dentures)

**MAXIMUM BENEFITS**

Insured Individual and Dependents

<b>Lifetime</b>	Type I, II, III.....	Unlimited.....	Unlimited
<b>Calendar Year</b>	Type I, II, III.....	\$1,000.....	\$1,000
<b>Deductible***</b>	Type I.....	None.....	None
	Type II, III.....	\$50.....	\$50

## MAJOR RESTORATIVE LIMITATIONS

*The charges for Major Restorative services will be Covered Dental Expenses subject to the following:*

1. the denture or partial denture must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;
2. the fixed bridge (including a resin bonded fixed bridge) must replace a Natural Tooth extracted while insured for Dental Benefits under this policy;
3. the replacement of a partial denture, full denture, or fixed partial denture (including a resin bonded bridge), or the addition of teeth to a partial denture if: (a) replacement occurs at least five years after the initial date of insertion of the current full or partial denture or resin bonded bridge; (b) replacement occurs at least five years after the initial date of insertion of an existing implant or fixed bridge; (c) replacement prosthesis or the addition of a tooth to a partial denture is required by the necessary extraction of a Functioning Natural Tooth while insured for Dental Benefits under this policy; or (d) replacement is made necessary by a Covered Dental Injury to a partial denture, full denture, or fixed partial denture (including a resin bonded bridge) provided the replacement is completed within 12 months of the injury;
4. the replacement of crowns, cast restorations, inlays, onlays or other laboratory prepared restorations if: (a) replacement occurs at least five years after the initial date of insertion; and (b) they are not serviceable and cannot be restored to function;
5. the replacement of an existing partial denture with fixed bridgework, only if upgrading to fixed bridgework is essential to the correction of the person's dental condition; and
6. the replacement of teeth up to the normal complement of 32.

## EXCLUSIONS

*Benefits will not be paid for:*

1. procedures which are not included in the Schedule of Benefits; which are not medically necessary; which do not have uniform professional endorsement; are experimental or investigational in nature; for which the patient has no legal obligation to pay; or for which a charge would not have been made in the absence of insurance;
2. any procedure, service, or supply which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least three years, as determined by CompBenefits Insurance Company;
3. crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling;
4. appliances, inlays, cast restorations or other laboratory prepared restorations used primarily for the purpose of splinting;
5. any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion including occlusal adjustment, bite registration, or bite analysis;
6. pulp caps, adult fluoride treatments, athletic mouthguards; myofunctional therapy; infection control; precision or semi-precision attachments; denture duplication; oral hygiene instruction; separate charges for acid etch; broken appointments; treatment of jaw fractures; orthognathic surgery; completion of claim forms; exams required by third party; personal supplies (e.g. water pik, toothbrush, floss holder, etc.); or replacement of lost or stolen appliances;
7. charges for travel time; transportation costs; or professional advice given on the phone;

8. procedures performed by a Dentist who is a member of Your immediate family;
9. any charges, including ancillary charges, made by a hospital, ambulatory surgical center, or similar facility;
10. charges for treatment rendered: (a) in a clinic, dental or medical facility sponsored or maintained by the employer of any member of Your family; or (b) by an employee of the employer of any member of Your family;
11. any procedure, service or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction, or disease of the temporomandibular joints or their associated structures;
12. charges for treatment performed outside of the United States other than for emergency treatment. Benefits for emergency treatment which is performed outside of the United States are limited to a maximum of \$100 (US dollars) per year;
13. the care or treatment of an injury or sickness due to war or an act of war, declared or undeclared;
14. treatment for cosmetic purposes. Facings on crowns or bridge units on molar teeth will always be considered cosmetic;
15. any services or supplies which do not meet the standards set by the American Dental Association or which are not reasonably necessary, or customarily used, for dental care;
16. procedures that are a covered expense under any other medical plan (established by the employer) which provides group hospital, surgical, or medical benefits whether or not on an insured basis;
17. a sickness for which the patient can receive benefits under a workers' compensation act or similar law;
18. an injury that arises out of or in the course of a job or employment for pay or profit;
19. charges to the extent that they are more than the Prevailing Fee. If the amount of the Prevailing Fee for a service cannot be determined due to the unusual nature of the service, CompBenefits Insurance Company will determine the amount. CompBenefits Insurance Company will take into account: (a) the complexity involved; (b) the degree of professional skill required; and (c) other pertinent factors; or
20. orthodontic plan benefits for persons 19 years of age or older.

#### **PREDETERMINATION**

If Covered Dental Expenses for a procedure are expected to be more than \$200 it is recommended that you send a Dental Treatment Plan in prior to beginning treatment, send preauthorization to CompBenefits, P.O. Box 8236 Chicago, IL 60680-8236. You and/or your dentist will be notified of the benefits payable based upon the Dental Treatment Plan.

This brochure contains a brief description of the plan. A complete description of the coverage, including limitations on certain procedures is found in the Schedule of Benefits and Certificate of Group Dental Insurance.

**Lake County BOCC, Group  
CD6045**

		Premiums	Claims	
	March-02	\$6,444.64	\$4,753.00	
	April-02	\$6,392.18	\$8,310.00	
	May-02	\$6,326.02	\$3,734.00	
	June-02	\$6,398.64	\$7,394.00	
	July-02	\$6,570.62	\$4,211.00	
	August-02	\$7,023.68	\$4,072.00	
	September-02	\$6,910.06	\$5,971.00	
	October-02	\$7,426.42	\$4,532.00	
	November-02	\$9,234.12	\$5,782.00	
	December-02	\$7,398.44	\$3,957.00	
	January-03	\$7,316.26	\$4,715.00	
	February-03	\$7,359.02	\$2,159.00	
	March-03	\$7,431.32	\$4,413.00	
	April-03	\$7,634.76	\$5,912.00	
	May-03	\$7,872.64	\$5,186.00	
	June-03	\$7,484.26	\$5,084.00	
	July-03	\$7,556.84	\$6,338.00	
	August-03	\$7,522.18	\$3,824.00	
	September-03	\$7,594.76	\$5,965.00	
	October-03	\$8,493.44	\$4,252.00	
	November-03	\$8,474.20	\$5,249.00	
	December-03	\$8,578.96	\$5,105.00	
	January-04	\$8,596.10	\$5,145.00	
	February-04	\$8,590.78	\$5,456.00	
		\$180,630.34	\$121,519.00	