

Advantage AVN2 Dental Plan Florida



CompBenefits Company Agreement And Certificate of Benefits

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



President

I. Definitions

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

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

II. Contributions and Copayments

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

III. Benefits

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

IV. Duration of Agreement

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

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

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

B. Subscriber may cancel this Certificate:

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

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

V. Continuation of Coverage

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

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

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

VI. Coverage for Newborn Children and Adding Additional Dependents

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

VII. Conversion Provisions for Group Plans

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

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

VIII. General Provisions

A. Appointments

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

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

B. Emergency Care

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

1. Out-of-Area Emergency Care:

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

2. In-Service-Area Emergency Care:

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

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

C. Change in Contributions or Benefits

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

D. Renewal

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

E. Grace Period

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

F. Reinstatement

The following guidelines shall apply to requests for reinstatement:

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

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

G. Dental Records

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

H. Limitations and Exclusions

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

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

I. Incontestability

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

J. Conformity with Florida Law

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

K. Notices

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

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

L. Notice of Independent Contractor Relationship

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

M. Open Enrollment for Group Plans

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

N. Coordination of Benefits

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

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

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

PLANS THAT DO NOT COORDINATE

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

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

HOW COMPANY PAYS AS PRIMARY PLAN

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

HOW COMPANY PAYS AS SECONDARY PLAN

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

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

WHICH PLAN IS PRIMARY?

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

1. Non-coordinating Plan

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

2. Employee

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

3. Children (Parents Divorced or Separated)

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

4. Children & the Birthday Rule

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

5. Other Situations

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

IX. Review and Mediation of Complaints

A. Informational Grievances

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



Schedule of Benefits and Subscriber Copayments

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

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

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

NOTE

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

LIMITATIONS AND EXCLUSIONS

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

CompBenefits Family of Companies

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

NOTICE OF PRIVACY PRACTICES

Effective April 14, 2003

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

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") we are required to maintain the privacy of your protected health information and provide you with notice of our legal duties and privacy practices with respect to such protected health information.

We are required to abide by the terms of the notice currently in effect. We reserve the right to change the terms of our notice at any time and to make the new notice provisions effective for all protected health information that we maintain. In the event that we make a material revision to the terms of our notice, you will receive a revised notice within 60-days of such revision. If you should have any questions or require further information, please contact our Privacy Officer at (770) 998-8936 or toll free at (800) 342-5209.

How We May Use or Disclose Your Health Information

The following describes the purposes for which we are permitted or required by law to use or disclose your health information without your consent or authorization. Any other uses or disclosures will be made only with your written authorization and you may revoke such authorization in writing at any time.

Treatment: We may use or disclose your health information to provide you with medical treatment or services. For example, information obtained by a provider providing health care services to you will record such information in your record that is related to your treatment. This information is necessary to determine what treatment you should receive. Health care providers will also record actions taken by them in the course of your treatment and note how you respond.

Payment: We may use or disclose your health information in order to process claims or make payment for covered services you receive under your benefit plan. For example, your provider may submit a claim to us for payment. The claim form will include information that identifies you, your diagnosis, and treatment or supplies used in the course of treatment.

Health Care Operations: We may use or disclose your health information for health care operations. Health care operations include, but not limited to, quality assessment and improvement activities, underwriting, premium rating, management and general administrative activities. For example, members of our quality improvement team may use information in your health record to assess the quality of care that you receive and determine how to continually improve the

quality and effectiveness of the services we provide.

Business Associates: There may be instances where services are provided to our organization through contracts with third-party "business associates". Whenever a business associate arrangement involves the use or disclosure of your health information, we will have a written contract that requires the business associate to maintain the same high standards of safeguarding your privacy that we require of our own employees and affiliates.

Required by Law: We will disclose medical information about you when required to do so by federal, state or local law.

Communication with Family or Friends: Our service professionals, using their best judgement, may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.

Marketing: We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Coroners, Medical Examiners and Funeral Directors: We may disclose health information to a coroner or medical examiner. We may also disclose medical information to funeral directors consistent with applicable law to carry out their duties.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Fund Raising: We may contact you as part of a fund-raising effort.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Workers' Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

To Avert a Serious Threat to Health or Safety: Consistent with applicable federal and state laws, we may use and disclose health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Military and Veterans: If you are a member of the armed forces, we may disclose health information about you as required by military command.

Health Oversight Activities: We may disclose health information to a health oversight agency for activities authorized by law, including audits, investigations, inspections, and licensure.

Protective Services for the President, National Security and Intelligence Activities: We may disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations, or for intelligence, counterintelligence, and other national security activities authorized by law.

Law Enforcement: We may disclose health information when requested by a law enforcement official as part of law enforcement activities; investigations of criminal conduct; in response to court orders; in emergency circumstances; or when required to do so by law.

Inmates: We may disclose health information about an inmate of a correctional institution or under the custody of a law enforcement official to the correctional institution or law enforcement official.

Lawsuits and Disputes: We may disclose health information about you in response to a subpoena, discovery request, or other lawful order from a court.

Plan Sponsors: We may disclose health information about you to your plan sponsor to carry out plan administration functions that the plan sponsor performs upon certification by the plan sponsor that the plan documents have been amended as set forth under HIPAA regulations.

Your Rights Regarding Your Health Information

The following describes your rights regarding the health information we maintain about you. To exercise your rights, you must submit your request in writing to our Privacy Officer at 100 Mansell Court E., Suite 400, Roswell, GA 30076.

Right to Request Restrictions. You have the right to request that we restrict uses or disclosures of your health information to carry out treatment, payment, health care operations, or communications with family or friends. We are not required to agree to a restriction.

Right to Receive Confidential Communications. You have the right to request that we send communica-

tions that contain your health information by alternative means or to alternative locations. We must accommodate your request if it is reasonable and you clearly state that the disclosure of all or part of that information could endanger you.

Right to Inspect and Copy. You have the right to inspect and copy health information that we maintain about you in a designated record set. A "designated record set" is a group of records that we maintain such as enrollment, payment, and claims adjudication record systems. If copies are requested or you agree to a summary or explanation of such information, we may charge a reasonable, cost-based fee for the costs of copying, including labor and supply cost of copying; postage; and preparation cost of an explanation or summary, if such is requested. We may deny your request to inspect and copy in certain circumstances as defined by law. If you are denied access to your health information, you may request that the denial be reviewed.

Right to Amend. You have the right to have us amend your health information for as long as we maintain such information. Your written request must include the reason or reasons that support your request. We may deny your request for an amendment if we determine that the record that is the subject of the request was not created by us, is not available for inspection as specified by law, or is accurate and complete.

Right to Receive an Accounting of Disclosures. You have the right to receive an accounting of disclosures of your health information made by us in the six years prior to the date the accounting is requested (or shorter period as requested). This does not include disclosures made to carry out treatment, payment and health care operations; disclosures made to you; communications with family and friends; for national security or intelligence purposes; to correctional institutions or law enforcement officials; or disclosures made prior to the HIPAA compliance date of April 14, 2003. Your first request for accounting in any 12-month period shall be provided without charge. A reasonable, cost-based fee shall be imposed for each subsequent request for accounting within the same 12-month period.

Right to Obtain a Paper Copy. You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

How to File a Complaint if You Believe Your Privacy Rights Have Been Violated

If you believe that your privacy rights have been violated, please submit your complaint in writing to:

**CompBenefits
Attn: Privacy Officer
100 Mansell Court East, Suite 400
Roswell, GA 30076**

You may also file a complaint with the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.