

# BENEFIT PLAN

Prepared for  
Woodmont Properties, LLC

Passive PPO Dental

**What Your Plan  
Covers and How  
Benefits are Paid**

**Aetna Life Insurance Company  
Booklet-certificate**

This Booklet-certificate is part of the Group policy between  
**Aetna** Life Insurance Company and the Policyholder



## Booklet-certificate

### Preferred Provider Organization (PPO) dental insurance plan

**Prepared for:**

**Policyholder:** Woodmont Properties, LLC

**Policyholder number:** GP-0193937-A

**Booklet-certificate:** 1

**Group policy effective date:** January 1, 2024

**Plan name:** Passive PPO Dental

**Plan effective date:** January 1, 2024

**Plan issue date:** October 24, 2025

**Plan revision effective date:** January 1, 2026

**This certificate is governed by applicable federal law and the laws of New Jersey.**

**Underwritten by Aetna Life Insurance Company**



# Welcome

---

Thank you for choosing **Aetna**®.

This is your booklet-certificate. It is one of three documents that together describe the benefits covered by your **Aetna** plan for in-network and out-of-network coverage.

This booklet-certificate will tell you about your **covered benefits** – what they are and how you get them. If you become covered, this booklet-certificate becomes your certificate of coverage under the **group policy**, and it replaces all certificates describing similar coverage that we sent to you before. The second document is the schedule of benefits. It tells you how we share expenses for **eligible dental services** and tells you about limits – like when your plan covers only a certain number of visits.

The third document is the **group policy** between **Aetna Life Insurance Company** (“Aetna”) and the policyholder. Ask the policyholder if you have any questions about the **group policy**.

Sometimes, we may send you documents that are amendments, endorsements, attachments, inserts or riders. They change or add to the documents that they’re part of. When you receive these, they are considered part of your **Aetna** plan for coverage.

Where to next? Try the *Let’s get started!* section. *Let’s get started!* gives you a summary of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your **Aetna** plan.

# Table of Contents

---

	Page
Welcome	
Let's get started!.....	1
Who the plan covers.....	4
Medical necessity requirements .....	7
What are your eligible dental services? .....	8
What rules and limits apply to dental care? .....	10
What your plan doesn't cover - exclusions.....	13
Who provides the care? .....	16
What the plan pays and what you pay .....	17
When you disagree - claim decisions and appeals procedures .....	19
Coordination of benefits (COB) .....	23
When coverage ends .....	27
Special coverage options after your plan coverage ends .....	30
General provisions – other things you should know .....	32
Glossary .....	35
Schedule of benefits	Issued with your booklet-certificate

# Let's get started!

---

Here are some basics. First things first – some notes on how we use words. Then we explain how your plan works so you can get the most out of your coverage. But for all the details – and this is very important – you need to read this entire booklet-certificate and the schedule of benefits. And if you need help or more information, we tell you how to reach us.

## Some notes on how we use words in the booklet-certificate and schedule of benefits

- When we say “you” and “your”, we mean you and any covered dependents
- When we say “us”, “we”, and “our”, we mean **Aetna**
- Some words appear in **bold** type and we define them in the *Glossary* section

Sometimes we use technical dental language that is familiar to **dental providers**.

## What your plan does – providing covered benefits

Your plan provides in-network and out-of-network **covered benefits**. These are **eligible dental services** for which your plan has the obligation to pay.

## How your plan works – starting and stopping coverage

Your coverage under the plan has a start and an end. You start coverage after the eligibility and enrollment process is completed. To learn more see the *Who the plan covers* section.

You can lose coverage for many reasons. To learn more see the *When coverage ends* section.

Ending coverage under the plan doesn't necessarily mean you lose coverage with us. See the *Special coverage options after your plan coverage ends* section.

## How your plan works while you are covered in-network

Your **in-network** coverage helps you get and pay for a lot of – but not all – **eligible dental services**. You pay less when you use **in-network providers**.

### Important note:

See the schedule of benefits for any **deductibles**, **coinsurance**, and maximum age or visit limits that may apply.

## Eligible dental services

**Eligible dental services** meet these requirements:

- They are listed in the *Eligible dental services* section in the schedule of benefits.
- They are not carved out in these sections:
  - *What are your eligible dental services?*
  - *What rules and limits apply to dental care?*
  - *What your plan doesn't cover – exclusions*. We refer to this section as “Exclusions”.

They are not beyond any limits in the *What rules and limits apply to dental care?* section and the schedule of benefits.

## Aetna's network of dental providers

Aetna's network of **dental providers** is there to give you the care you need. You can find **in-network providers** and see important information about them most easily on our online **directory**. Just log onto our self-service website. See the *How to contact us for help* section.

You can choose any **dental provider** who is in the dental network.

You generally pay less when you get care from **in-network providers**, so choose **in-network providers** as soon as you can. See your schedule of benefits for details.

**In-network providers not reasonably available** – You can get **eligible dental services** from an **out-of-network provider** at the in-network cost share level when an appropriate **in-network provider** is not reasonably available. You must request approval from us before you get the care. Just contact us.

For more information about the **directory** and **in-network providers**, see the *Who provides the care?* section.

## Paying for eligible dental services – the general requirements

There are general requirements for the plan to pay any part of the expense for an **eligible dental service**. They are:

- The **eligible dental service** is **medically necessary**
- You get the **eligible dental service** from **in-network** or **out-of-network providers**

You will find details on **medical necessity** requirements in the *Medical necessity requirements* section.

## Paying for eligible dental services – sharing the expense

Generally your plan and you will share the expense of your **eligible dental services** when you meet the general requirements for paying.

But sometimes your plan will pay the entire expense; and sometimes you will. For more information see the *What the plan pays and what you pay* section and see the schedule of benefits.

## How your plan works while you are covered out-of-network

The section above told you how your plan works while you are covered in-network. You also have coverage when you want to get your care from **providers** who are not part of the **Aetna** network. It's called out-of-network coverage.

Your out-of-network coverage:

- Means you can get care from **dental providers** who are not part of the **Aetna** network.
- Means you may have to pay for services at the time that they are provided. You may be required to pay the full charges for your services.
- Means the out-of-network cost share applies and you pay more. See the schedule of benefits.
- Means you will not have to submit claims for treatment received from **out-of-network providers located in New Jersey**. Your **out-of-network providers** will take care of that for you.
- Means you may also submit a claim for reimbursement to us if you choose.
- Means we will directly pay the **out-of-network provider** for what the plan owes.

You will find details on:

- **Out-of-network providers** and any exceptions in the *Who provides the care?* section
- Cost sharing in the *What the plan pays and what you pay* section, and your schedule of benefits
- Claim information in the *When you disagree - claim decisions and appeals procedures* section

## How to contact us for help

We are here to answer your questions. You can contact us by registering and logging onto our self-service website available 24/7 that requires registration and logon at <https://www.aetna.com/>.

In our website you can get reliable dental information, tools and resources. Online tools will make it easier for you to:

- Make informed decisions about your dental care
- View claims
- Research care and treatment options
- Access information on health and wellness

You can also contact us by:

- Calling **Aetna** at 1-877-238-6200
- Writing us at **Aetna Life Insurance Company**, 151 Farmington Ave, Hartford, CT 06156

## Your ID card

You don't need to show an ID card. When visiting a **dentist**, just provide your:

- Name
- Date of birth
- ID card number or social security number

The dental office can use that information to verify your eligibility and benefits. Your ID card number is located on your digital ID card which you can view or print by going to our self-service website. If you don't have internet access, call us. You can also access your ID card when you're on the go. To learn more, visit us at <https://www.aetna.com/>.

## Who the plan covers

---

You will find information in this section about:

- Who is eligible
- When you can join the plan
- Who can be on your plan (who can be your dependent)
- Adding new dependents
- Special times you and your dependents can join the plan

### Who is eligible

The policyholder decides and tells us who is eligible for dental care coverage.

### When you can join the plan

As an employee you can enroll yourself and your dependents:

- At the end of any waiting period the policyholder requires
- Once each **Calendar Year** during the annual enrollment period
- At other special times during the year (see the *Special times you and your dependents can join the plan* section below)

If you don't enroll yourself and your dependents when you first qualify for dental benefits, you may have to wait until the next annual enrollment period to join.

### Who can be on your plan (who can be your dependent)

You can enroll the following family members on your plan. (They are referred to in this booklet-certificate as your "dependents".)

- Your legal spouse, including a civil union partner, as defined by New Jersey State law. We also mean civil union or civil union partner when we talk about:
  - Husband/wife (spouse)
  - Family/immediate family
  - Dependent
  - Next of kin

We mean civil union when we talk about:

- Marriage
- Widow/widower/widowed
- Your dependent children – yours or your spouse's
  - Dependent children must be:
    - o Under 26 years of age
  - Dependent children include:
    - o Natural children
    - o Stepchildren
    - o Adopted children including those placed with you for adoption
    - o Foster children
    - o Children you are responsible for under a qualified medical support order or court order
    - o Grandchildren in your legal custody

You may continue coverage for a disabled child past the age limit shown above. See the *Special coverage options after your plan coverage ends* section for more information.



## Adding new dependents

You can add the following new dependents any time during the year:

- A spouse - If you marry, you can put your spouse on your plan.
  - We must receive your completed enrollment information not more than 60 days after the date of your marriage.
  - Ask the policyholder when benefits for your spouse will begin. It will be:
    - No later than the first day of the first calendar month after the date we receive your completed enrollment information
- A newborn child – Your newborn child is covered on your dental plan from the moment of birth and for the first 60 days after birth.
  - To keep your newborn covered, we must receive your completed enrollment information within 60 days of birth.
  - You must still enroll the child within 60 days of birth even when coverage does not require payment of an additional **premium** for the covered dependent.
  - If you miss this deadline, your newborn will not have dental benefits after the first 60 days.
- An adopted child – A child that you, or that you and your spouse adopts is covered on your plan for the first 60 days after the adoption is complete.
  - To keep your adopted child covered, we must receive your completed enrollment information within 60 days after the adoption.
  - If you miss this deadline, your adopted child will not have dental benefits after the first 60 days.
- A stepchild – You may put a child of your spouse on your plan.
  - You must complete your enrollment information and send it to us within 60 days after the date of your marriage with your stepchild's parent.
  - Ask the policyholder when benefits for your stepchild will begin. It is either on the date of your marriage or the first day of the month following the date we receive your completed enrollment information.

## Inform us of any changes

It is important that you inform us of any changes that might affect your benefit status. This will help us effectively deliver your benefits. Please contact us as soon as possible with changes such as:

- Change of address or phone number
- Change in marital status
- Change of covered dependent status
- A covered dependent who enrolls in any other dental plan

## Late entrant rule

Except for the newborn coverage described above, the plan does not cover services and supplies given to a person age 5 or older if that person did not enroll in the plan during one of the following:

- The first 31 days the person is eligible for this coverage
- Any period of open enrollment agreed to by the policyholder and us

This does not apply to charges incurred for any of the following:

- After the person has been covered by the plan for 12 months
- As a result of **injuries** sustained while covered by the plan
- Diagnostic and preventive services such as exams, cleanings, fluoride, and images (orthodontia related services are not included).

## **Special times you and your dependents can join the plan**

You can enroll in these situations:

- When you did not enroll in this plan before because:
  - You were covered by another group dental plan, and now that other coverage has ended
  - You had COBRA, and now that coverage has ended
- You have added a dependent because of marriage, birth, adoption, placement for adoption or foster care. See the *Adding new dependents* section for more information
- When a court orders that you cover a current spouse or a minor child on your dental plan

We must receive your completed enrollment information from you within 31 days of that date on which you no longer have the other coverage mentioned above.

## **Effective date of coverage**

Your coverage will be in effect as of the date you become eligible for dental benefits.

## Medical necessity requirements

---

The starting point for **covered benefits** under your plan is whether the services and supplies are **eligible dental services** and **medically necessary**. See the *What are your eligible dental services?* and *What your plan doesn't cover – exclusions* sections plus the schedule of benefits.

This section addresses the **medical necessity** requirements.

### Medically necessary/medical necessity

As we said in the *Let's get started!* section, **medical necessity** is a requirement for you to receive a **covered benefit** under this plan.

The **medical necessity** requirements are in the *Glossary* section, where we define "**medically necessary, medical necessity.**"

## What are your eligible dental services?

---

The information in this section is the first step to understanding your plan's **eligible dental services**. If you have questions about this section, see the *How to contact us for help* section.

Your plan covers many kinds of dental care services and supplies. But some are not covered at all or are covered only up to a limit.

You can find out about exceptions and exclusions in the:

- *Dental provider services* benefit below
- *What rules and limits apply to dental care?* section
- *What your plan doesn't cover – exclusions* section

### Your dental plan

Your dental plan includes **in-network** and **out-of-network providers**. This means that it is a network plan. We explain how this plan works in the *Let's get started* section.

### Schedule of benefits

**Eligible dental services** include dental services and supplies provided by a **dental provider**. Your schedule of benefits includes a detailed list of Type A Type B Type C **eligible dental services** under your dental plan (including any maximums and limits that apply to them).

### Dental provider services

You can get **eligible dental services**:

- At the **dental provider's** office
- By way of **teledentistry**

#### Important note:

**Eligible dental services** for **teledentistry** are paid based upon the cost share features that apply to the type of **eligible dental service** that you get. See your schedule of benefits for details.

The following are not **eligible dental services** under your plan except as described in the *What rules and limits apply to dental care?* section of this booklet-certificate, the schedule of benefits, or a rider or amendment issued to you for use with this booklet-certificate:

- Acupuncture, acupressure and acupuncture therapy
- Asynchronous dental treatment
- Crown, inlays and onlays, and veneers unless for one of the following:
  - It is treatment for decay or traumatic **injury** and teeth cannot be restored with a filling material
  - The tooth is an abutment to a covered partial denture or fixed bridge
- Dental implants, false teeth, prosthetic restoration of dental implants, plates, dentures, braces, mouth guards, and other devices to protect, replace or reposition teeth and removal of implants
- Dental services and supplies made with high noble metals (gold or titanium) except as covered in the schedule of benefits

- Dentures, crowns, inlays, onlays, bridges, or other prosthetic appliances or services used for the purpose of splinting, to alter vertical dimension, to restore occlusion, or correcting attrition, abrasion, or erosion
- General anesthesia and intravenous sedation, unless specifically covered and done in connection with another **eligible dental service**
- Instruction for diet, tobacco counseling and oral hygiene
- **Orthodontic treatment** except as covered in the schedule of benefits
- Prefabricated porcelain/ceramic crown – permanent tooth
- Services and supplies provided in connection with treatment or care that is not covered under the plan
- Replacement of a device or appliance that is lost, missing or stolen, and for the replacement of appliances that have been damaged due to abuse, misuse or neglect and for an extra set of dentures
- Replacement of teeth beyond the normal complement of 32
- Services and supplies provided where there is no evidence of pathology, dysfunction or disease, other than covered preventive services
- Space maintainers except when needed to preserve space resulting from the premature loss of deciduous teeth
- Surgical removal of impacted wisdom teeth when removed only for orthodontic reasons
- **Temporomandibular joint dysfunction/disorder (TMJ)**

## Dental emergency services

**Eligible dental services** include **dental emergency services** provided for a **dental emergency**. The care provided must be a **covered benefit**.

If you have a **dental emergency**, you should consider calling your **in-network provider** who may be more familiar with your dental needs. However, you can get treatment from any **dentist** including one that is an **out-of-network provider**. If you need help in finding a **dentist**, call us.

If you get treatment from an **out-of-network provider** for a **dental emergency**, the plan pays a benefit at the in-network cost-sharing level of coverage.

For follow-up care to treat the **dental emergency**, you should consider using your **in-network provider** so that you can get the maximum level of benefits. Follow-up care will be paid at the cost-sharing level that applies to the type of **eligible dental service** and the **provider** that gives you the care.

## What rules and limits apply to dental care?

---

Several rules apply to the dental benefits. Following these rules will help you use your plan to your advantage by avoiding expenses that are not covered by your plan.

### Alternate treatment rule

Sometimes there are several ways to treat a dental problem, all of which provide acceptable results.

If a charge is made for a non-eligible dental service but an **eligible dental service** would have provided acceptable results, then your plan will pay a benefit for the **eligible dental service**.

If a charge is made for an **eligible dental service** but a different **eligible dental service** would have provided acceptable results and is less expensive, then your plan will pay a benefit based upon the least expensive **eligible dental service**.

The benefit will be based on the **in-network provider's negotiated charge** for the **eligible dental service** or, in the case of an **out-of-network provider**, on the **recognized charge**.

You should review the differences in the cost of alternate treatment with your **dental provider**. Of course, you and your **dental provider** can still choose the more costly treatment method. You are responsible for any charges in excess of what your plan will cover.

### Coverage for dental work begun before you are covered by the plan

Your plan does not cover dental work that began before you were covered by the plan. This means that the following dental work is not covered:

- An appliance, or modification of an appliance, if an impression for it was made before you were covered by the plan
- A crown, bridge, or cast or processed restoration, if a tooth was prepared for it before you were covered by the plan
- Root canal therapy, if the pulp chamber for it was opened before you were covered by the plan

### Orthodontic treatment rule

**Orthodontic treatment** is covered on the date active **orthodontic treatment** begins.

The following are not considered **orthodontic treatment**:

- The installation of a space maintainer
- A surgical procedure to correct malocclusion

This benefit does not cover charges for the following:

- Replacement of broken appliances
- Re-treatment of orthodontic cases
- Changes in treatment necessitated by an accident
- Maxillofacial surgery
- Myofunctional therapy
- Treatment of cleft palate
- Treatment of micrognathia
- Treatment of macroglossia
- Lingually placed direct bonded appliances and arch wires (i.e. "invisible braces")

The plan will not cover the charges for an orthodontic procedure if an active appliance for that procedure was installed before you were covered by the plan.

### Orthodontic limitation for late enrollees

The plan will not cover the charges for an orthodontic procedure for which an active appliance for that procedure has been installed within the 2 year period starting with the date you became covered by the plan. This limit applies only if you do not become enrolled in the plan within 31 days after you first become eligible.

### Reimbursement policies

We reserve the right to apply our reimbursement policies to all services including involuntary services. Those policies may affect the **negotiated charge** or **recognized charge**. These policies consider:

- The duration and complexity of a service.
- When multiple procedures are billed at the same time, whether additional overhead is required
- Whether an assistant surgeon is necessary for the service
- If follow up care is included
- Whether other characteristics modify or make a particular service unique
- When a charge includes more than one claim line, whether any services described by a claim line are part of, or incidental to, the primary service provided
- The educational level, licensure or length of training of the **provider**

**Aetna** reimbursement policies are based on our review of:

- Generally accepted standards of dental practice
- The views of **providers** and **dentists** practicing in the relevant clinical areas

If you owe a **copayment**, these reimbursement policies will not affect what you owe. If you owe **coinsurance**, then the lower **negotiated charge** will mean your **coinsurance** is lower also.

### Replacement rule

Some **eligible dental services** are subject to your plan's replacement rule. The replacement rule applies to replacements of, or additions to existing:

- Crowns
- Inlays
- Onlays
- Veneers
- Complete dentures
- Removable partial dentures
- Fixed partial dentures (bridges)
- Other prosthetic services

These **eligible dental services** are covered only when you give us proof that:

- While you were covered by the plan:
  - You had a tooth (or teeth) extracted after the existing denture, bridge or other prosthetic item was installed.
  - As a result, you need to replace or add teeth to your denture, bridge or other prosthetic item and:
    - The tooth that was removed was not an abutment to a removable or fixed partial denture, bridge or other prosthetic item installed during the prior 5 years.
    - Your present denture is an immediate temporary one that replaced that tooth (or teeth). A permanent denture is needed and the temporary denture cannot be used as a permanent denture. Replacement must occur within 12 months from the date that the temporary denture was installed.
- The present item cannot be made serviceable, and is:
  - A crown installed at least 5 years before its replacement.
  - An inlay, onlay, veneer, complete denture, removable partial denture, fixed partial denture (bridge), or other prosthetic item installed at least 5 years before its replacement.

### **Tooth missing but not replaced rule**

The first installation of complete dentures, removable partial dentures, fixed partial dentures (bridges), and other prosthetic services will be covered if:

- The dentures, bridges or other prosthetic items are needed to replace one or more natural teeth that were removed while you were covered by the plan. (The extraction of a third molar tooth does not qualify.)
- The tooth that was removed was not an abutment to a removable or fixed partial denture, bridge or prosthetic item installed during the prior 5 years.

Any such appliance, prosthetic item or fixed bridge must include the replacement of an extracted tooth or teeth.

### **Congenital defects treatment rule**

For newly born children, dental benefits are provided for medically diagnosed congenital defects and birth abnormalities to the same extent as other dental conditions.



## What your plan doesn't cover – exclusions

---

In this section we tell you about the exclusions that apply to your plan.

And just a reminder, you'll find benefit and coverage limitations in the schedule of benefits.

### Exclusions

The following are not **eligible dental services** under your plan except as described in:

- *What are your eligible dental services?* section
- *What rules and limits apply to dental care?* section
- The schedule of benefits
- A rider or amendment issued to you for use with this booklet-certificate

### Charges for services or supplies

- Provided by an **out-of-network provider** in excess of the **recognized charge**
- Provided for your personal comfort or convenience, or the convenience of any other person, including a **dental provider**
- Provided in connection with treatment or care that is not covered under the plan
- Cancelled or missed appointment charges or charges to complete claim forms
- Charges for which you have no legal obligation to pay
- Charges that would not be made if you did not have coverage, including:
  - Care in charitable institutions
  - Care for conditions related to current or previous military service
  - Care while in the custody of a governmental authority

### Charges in excess of any benefit limits

- Any charges in excess of the benefit, dollar, visit, or frequency limits stated in the schedule of benefits.

### Cosmetic services and plastic surgery

**Cosmetic** services and supplies including:

- Plastic surgery
- Reconstructive surgery
- **Cosmetic** surgery
- Personalization or characterization of dentures or other services and supplies which improve, alter or enhance appearance
- Augmentation and vestibuloplasty and other services to protect, clean, whiten, bleach alter the appearance of teeth whether or not for psychological or emotional reasons

Facings on molar crowns and pontics will always be considered **cosmetic**

### Court-ordered services and supplies

- This includes those court ordered services and supplies, or those required as a condition of parole, probation, release or because of any legal proceeding, unless they are an **eligible dental service** under this plan.

### Dental services and supplies

- Those covered under any other plan of group benefits provided by the policyholder

## Examinations

Any dental examinations needed:

- Because a third party requires the exam. Examples include examinations to get or keep a job, or examinations required under a labor agreement or other contract.
- To buy insurance or to get or keep a license.
- To travel.
- To go to a school, camp, or sporting event, or to join in a sport or other recreational activity.

## Experimental or investigational

- **Experimental or investigational** drugs, devices, treatments or procedures

## Non-medically necessary services

- Services, including but not limited to, those treatments, services, prescription drugs and supplies which are not **medically necessary** (as determined by **Aetna**) for the diagnosis and treatment of **illness, injury**, restoration of physiological functions, or covered preventive services. This applies even if they are prescribed, recommended or approved by your **physician** or **dentist**.

## Other health professionals

- Treatment by other than a **dentist**. However, the plan will cover some services provided by a licensed dental hygienist under the supervision and guidance of a **dentist**. These are:
  - Scaling of teeth
  - Cleaning of teeth
  - Topical application of fluoride
- Charges submitted for services by an unlicensed **provider** or not within the scope of the **provider's** license

## Other primary payer

- Payment for a portion of the charge that another party is responsible for as the primary payer

## Outpatient prescription drugs, and preventive care drugs and supplements

- Prescribed drugs, pre-medication or analgesia

## Personal care, comfort or convenience items

- Any service or supply primarily for your convenience and personal comfort or that of a third party

## Services provided by a family member

- Services provided by a spouse, domestic partner, parent, child, stepchild, brother, sister, in-law or any household member

### **Teledentistry**

- Services given by **dental providers** that are not contracted with **Aetna** as **teledentistry providers**
- Services given when you are not present at the same time as the **dental provider**
- Services including:
  - Telephone calls
  - **Teledentistry** kiosks
  - Electronic vital signs monitoring or exchanges

### **Work related illness or injuries**

- Coverage available to you under workers' compensation or under a similar program under local, state or federal law for any **illness** or **injury** related to employment or self-employment.
- A source of coverage or reimbursement will be considered available to you even if you waived your right to payment from that source. You may also be covered under a workers' compensation law or similar law.
- If you submit proof that you are not covered for a particular **illness** or **injury** under such law, then that **illness** or **injury** will be considered "not work related" regardless of cause.

## Who provides the care?

---

Just as the starting point for coverage under your plan is whether the services and supplies are **eligible dental services**, the foundation for getting covered care is through our network. This section tells you about **in-network** and **out-of-network providers**.

### In-network providers

We have contracted with **dental providers** to provide **eligible dental services** to you. These in-network **dental providers** make up the network for your plan.

For you to pay less under this plan you should use **in-network providers** for **eligible dental services**.

You don't have to use **in-network providers**:

- For **dental emergency services** – Refer to the *What are your eligible dental services?* section.
- When they are not available to provide **eligible dental services** that you need. See the *Let's get started* section for more information.

You can find **in-network providers** and see important information about them by logging onto our self-service website. You can search our online **directory** for names and locations of **in-network providers** or call us at 1-877-238-6200.

You will not have to submit claims for treatment received from **in-network providers**. Your **in-network provider** will take care of that for you. And we will directly pay the **in-network provider** for what the plan owes.

### Out-of-network providers

You also have access to **out-of-network providers**. This means you can receive **eligible dental services** from an **out-of-network provider**. If you use an **out-of-network provider** to receive **eligible dental services**, you are subject to a higher out-of-pocket expense and are responsible for:

- Paying your out-of-network **deductible**
- Your out-of-network **coinsurance**
- Any charges over our **recognized charge**

## What the plan pays and what you pay

---

Who pays for your **eligible dental services** – this plan, both you and this plan or just you? That depends. This section gives the general rule and explains these key terms:

- Your **deductible**
- Your **coinsurance**
- Your maximums

We also remind you that sometimes you will be responsible for paying the entire bill - for example, if you get care that is not an **eligible dental service**.

### The general rule

When you get **eligible dental services**:

- You pay your **deductible**

And then

- The schedule of benefits lists how much you pay and your plan pays. The **coinsurance** percentage may vary by the type of expense.

And then

- You are responsible for any amounts above the **Calendar Year** and **lifetime maximums**.

When we say “expense” in this general rule, we mean the **negotiated charge** for **in-network providers** and **recognized charge** for **out-of-network providers**. See the *Glossary* section for what these terms mean.

### Important note – when you pay all

You pay the entire expense for an **eligible dental service** when you get a dental care service or supply that is not **medically necessary**. See the *Medical necessity requirements* section.

The **dental provider** may require you to pay the entire charge. And any amount you pay will not count towards your **deductible** or towards your **Calendar Year** and **lifetime maximums**.

### Special financial responsibility

You are responsible for the entire expense of:

- Cancelled or missed appointments

Neither you nor we are responsible for:

- Charges for which you have no legal obligation to pay
- Charges that would not be made if you did not have coverage

### Where your schedule of benefits fits in

This section explains some of the terms you will find in your schedule of benefits.

### How your deductible works

Your **deductible** is the amount you need to pay for **eligible dental services** per **Calendar Year** before your plan begins to pay for **eligible dental services**. Your schedule of benefits shows the **deductible** amounts for your plan.

### How we count your deductible

When you see **in-network providers**, we count the **negotiated charge** toward your in-network **deductible**. When you see **out-of-network providers**, we count the **recognized charge** toward your out-of-network **deductible**.

### How your coinsurance works

Your **coinsurance** is the amount you pay for **eligible dental services** after you have paid your **deductible**. The schedule of benefits shows the **coinsurance** this plan will pay for specific **eligible dental services**. You are responsible for paying any remaining **coinsurance**.

### How your Calendar Year maximum works

This is the most your plan will pay, after any applicable **deductible** and **coinsurance**, for charges that you incur for **eligible dental services** in a **Calendar Year**. You are responsible for any amounts above the maximum.

### How your lifetime maximum works

This is the most your plan will pay, after you have paid your **deductible** and **coinsurance**, for charges that you incur for **eligible dental services** during your lifetime. You are responsible for any amounts above the maximum.

#### Important note:

See the schedule of benefits for any **deductibles**, **coinsurance**, maximum and maximum age, visit limits, and other limitations that may apply.

## When you disagree - claim decisions and appeals procedures

In the previous section, we explained how you and we share responsibility for paying for your **eligible dental services**.

When a claim comes in, we review it, make a decision and tell you how you and we will split the expense. We also explain what you can do if you think we got it wrong. See the schedule of benefits for any **coinsurance** and maximum age or visit limits that may apply.

### Claim procedures

Your **dental provider** is required to send us a claim in writing. You may send us a claim, at your option. You can request a claim form from us. We will review that claim for payment to the **dental provider** or to you as appropriate.

The table below explains the claim procedures as follows:

Notice	Requirement	Deadline
Submit a claim	<ul style="list-style-type: none"><li>You should notify us in writing within 20 days or as soon as reasonably possible after the date of service and request a claim form from us</li><li>We will send the claim form to you within 15 calendar days of your request. If we do not provide you with a claim form within 15 days, you will have complied with any requirements to submit proof of loss</li><li>The claim form will provide instructions on how to complete and where to send the forms</li></ul>	<ul style="list-style-type: none"><li>You must send us notice and proof as soon as reasonably possible</li><li>If you are unable to complete a claim form, you may send us:<ul style="list-style-type: none"><li>A description of services</li><li>Bill of charges</li><li>Any dental documentation you received from your <b>dental provider</b></li></ul></li></ul>

<b>Proof of loss</b>  When you have received a service from an eligible dental provider, you will be charged.  The information you receive for that service is your proof of loss.	<ul style="list-style-type: none"> <li>• A completed claim form and any additional information required by us</li> </ul>	<ul style="list-style-type: none"> <li>• You must send us notice and proof as soon as reasonably possible</li> </ul>
<b>Benefit payment</b>	<ul style="list-style-type: none"> <li>• Written proof must be provided for all benefits</li> <li>• If we challenge any portion of a claim, the unchallenged portion of the claim will be paid promptly after the receipt of proof of loss</li> </ul>	<ul style="list-style-type: none"> <li>• Benefits will be paid as soon as the necessary proof to support the claim is received</li> </ul>

If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if it is filed as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than 27 months after the deadline.

## Communicating our claim decisions

The amount of time that we have to tell you about our decision on a claim is shown below.

### Post-service claim

A post service claim is a claim that involves dental care services you have already received.

Type of notice	Post-service claim*
Initial decision by us	30 days (electronic claims) 40 days (claims received by other means)
Extensions	15 days
If we request more information	30 days
Time you have to send us additional information	45 days

\*We will acknowledge receipt of an electronic claim within 2 business days following receipt of the claim. We will acknowledge receipt of a claim received by other means within 10 business days upon receipt of the claim. You can request the status of your paid or pending claim by calling Member Services at 1-877-238-6200.



## Adverse benefit determinations

We pay many claims at the full rate **negotiated charge** with **in-network providers** and the **recognized charge** with **out-of-network providers**, except for your share of the costs. But sometimes we pay only some of the claim. And sometimes we don't pay at all. Any time we don't pay even part of the claim, that is called an "adverse benefit determination" or "adverse decision".

If we make an adverse benefit determination, we will tell you in writing.

## The difference between a complaint and an appeal

### A complaint

You may not be happy about a **dental provider** or an operational issue, and you may want to complain. You can call or write us. Your complaint should include a description of the issue. You should include copies of any records or documents that you think are important. We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more information to make a decision.

### An appeal

You can ask us to review an adverse benefit determination. This is called an appeal. You can appeal by calling us.

## Appeals of adverse benefit determinations

You can appeal our adverse benefit determination. We will assign your appeal to someone who was not involved in making the original decision. You must file an appeal within 180 calendar days from the time you receive the notice of an adverse benefit determination.

You can appeal by sending a written appeal to the address on the notice of adverse benefit determination or by calling us. You need to include:

- Your name
- The policyholder's name
- A copy of the adverse benefit determination
- Your reasons for making the appeal
- Any other information you would like us to consider

Another person may submit an appeal for you, including a **dental provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **dental provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form on our website or by contacting us. The form will tell you where to send it to us. You can use an authorized representative at any level of appeal.

You can appeal two times under this plan. If you appeal a second time you must present your appeal within 60 calendar days from the date you receive the notice of the first appeal decision.

## Timeframes for deciding appeals

The amount of time that we have to tell you about our decision on an appeal claim depends on the type of claim. The chart below shows a timetable view of the different types of claims and how much time we have to tell you about our decision.

Type of notice	Post-service appeal
Initial decision by us	30 days
Extensions	15 days
If we request more information	30 days
Time you have to send us additional information	45 days

## Exhaustion of appeals process

You may contact the New Jersey Department of Banking and Insurance or Office of Insurance Claims Ombudsman to file a complaint based on questions you may have about your benefits described in the booklet-certificate, such as procedures that are covered or not covered, frequency limits, timely payment of **premiums** and eligibility. You are not required to exhaust the one level appeal process before contacting the New Jersey Department of Banking and Insurance or Office of Insurance Claims Ombudsman.

New Jersey Department of Banking and Insurance  
Consumer Protection Services  
P.O. Box 329  
Trenton, New Jersey 08625-0329  
(888) 393-1062

In most situations, we encourage you to complete the one level of appeal with us before you pursue arbitration, litigation or other type of administrative proceeding.

## Recordkeeping

We will keep the records of all complaints and appeals for at least 10 years.

## Fees and expenses

We do not pay any fees or expenses incurred by you when you submit a complaint or appeal.

## Coordination of benefits

---

Some people have dental coverage under more than one plan. If you do, we will work together with your other plans to decide how much each plan pays. This is called coordination of benefits (COB).

### Key terms

Here are some key terms we use in this section. These terms will help you understand this COB section.

Allowable expense means:

- A dental care expense that any of your dental plans cover to any degree. If the dental care service is not covered by any of the plans, it is not an allowable expense. For example, **cosmetic** surgery generally is not an allowable expense under this plan.

Claim determination period means:

- A **Calendar Year**, or any part of a **Calendar Year**, during which you and your dependents are covered by this plan and at least one other plan and incur allowable expenses under these plans.

“Plan” means:

- Coverage with which coordination of benefits is allowed. Plan includes:
  - A dental insurance plan
  - Group insurance and group subscriber contracts, including insurance continued according to a federal or state continuation law
  - Self-funded arrangements of group or group-type coverage, including insurance continued according to a federal or state continuation law
  - Group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice plans, including insurance continued according to a federal or state continuation law
  - Group hospital indemnity benefit amounts that exceed \$150.00 per day
  - **Medicare** or other governmental benefits, except when, according to law, the benefits must be treated as in excess of those of any private insurance plan or non-governmental plan
- “Plan” does not include:
  - Individual or family insurance contracts or subscriber contracts
  - Individual or family coverage through a health maintenance organization (HMO) or under any other prepayment, group practice and individual practice plans
  - Group or group-type coverage where the cost of coverage is paid solely by the covered person coverage being continued according to a federal or state continuation law will be considered a plan
  - Group hospital indemnity benefit amounts of \$150.00 per day or less
  - School accident-type coverage
  - A state plan under Medicaid

Primary plan means:

- A plan whose benefits for your health care coverage must be determined without taking into consideration the existence of any other plan. There may be more than one primary plan. A plan will be the primary plan if either of the below exist:
  - The plan has no order of benefit determination rules, or it has rules that differ from those contained in this coordination of benefits section
  - All plans which cover you use order of benefit determination rules consistent with those contained in the coordination of benefits section and under those rules, the plan determines its benefits first.

## Here's how COB works

- The primary plan pays first. When this is the primary plan, we will pay your claims first as if the other plan does not exist.
- The secondary plan pays after the primary plan. When this is the secondary plan, we will pay benefits after the primary plan and will reduce the payment based on any amount the primary plan paid.
- We will never pay an amount that, when combined with payments from your other coverage, add up to more than 100% of the allowable expenses.

## Determining who pays

Reading from top to bottom the first rule that applies will determine which plan is primary and which is secondary.

A plan that does not contain a COB provision is always the primary plan.

<b>If you are:</b>	<b>Primary plan</b>	<b>Secondary plan</b>
Covered under the plan as an employee, retired employee or dependent	The plan covering you as an employee or retired employee	The plan covering you as a dependent  You cannot be covered as an employee and dependent
<b>COB rules for dependent children</b>		
Child of: <ul style="list-style-type: none"> <li>• Parents who are married or living together</li> </ul>	The "birthday rule" applies. The plan of the parent whose birthday* (month and day only) falls earlier in the <b>Calendar Year</b>  *Same birthdays--the plan that has covered a parent longer is primary	The plan of the parent born later in the year (month and day only)*  *Same birthdays--the plan that has covered a parent longer is primary
Child of: <ul style="list-style-type: none"> <li>• Parents separated or divorced or not living together</li> <li>• With court-order</li> </ul>	The plan of the parent whom the court said is responsible for dental coverage  But if that parent has no coverage then their spouse's plan is primary.	The plan of the other parent.  But if that parent has no coverage, then their spouse's plan is primary.
Child of: <ul style="list-style-type: none"> <li>• Parents separated or divorced or not living together – court-order states both parents are responsible for coverage or have joint custody</li> </ul>	Primary and secondary coverage is based on the birthday rule	

Child of: <ul style="list-style-type: none"> <li>Parents separated or divorced or not living together and there is no court-order</li> </ul>	The order of benefit payments is: <ul style="list-style-type: none"> <li>The plan of the custodial parent pays first</li> <li>The plan of the spouse of the custodial parent (if any) pays second</li> <li>The plan of the noncustodial parents pays next</li> <li>The plan of the spouse of the noncustodial parent (if any) pays last</li> </ul>	
Child covered by: <ul style="list-style-type: none"> <li>Individual who is not a parent (i.e. stepparent or grandparent)</li> </ul>	Treat the person the same as a parent when making the order of benefits determination:  See <i>Child of</i> content above	
Active or inactive employee	The plan covering you as an active employee (or as a dependent of an active employee) is primary to a plan covering you as a laid off or retired employee (or as a dependent of a former employee)	A plan that covers the person as a laid off or retired employee (or as a dependent of a former employee) is secondary to a plan that covers the person as an active employee (or as a dependent of an active employee)
COBRA or state continuation	The plan covering you as an employee or retiree or the dependent of an employee or retiree is primary to COBRA or state continuation coverage	COBRA or state continuation coverage is secondary to the plan that covers the person as an employee or retiree or the dependent of an employee or retiree
Longer or shorter length of coverage	If none of the above rules determine the order of payment, the plan that has covered the person longer is primary	
Other rules do not apply	If none of the above rules apply, the plans share expenses equally	

How are benefits paid?	
Primary plan	The primary plan pays your claims as if there is no other dental plan involved.
Secondary plan	<p>The secondary plan calculates payment as if the primary plan did not exist, and then applies that amount to any allowable expenses under the secondary plan that were not covered by the primary plan.</p> <p>The secondary plan will reduce payments so the total payments do not exceed 100% of the total allowable expense</p>
Benefit reserve each family member has a separate benefit reserve for each <b>Calendar Year</b>	The benefit reserve: <ul style="list-style-type: none"> <li>Is made up of the amount that the secondary plan saved due to COB</li> <li>Is used to cover any unpaid allowable expenses</li> <li>Balance is erased at the end of each year</li> </ul>

### **Other dental coverage updates – contact information**

You should contact us if you have any changes to your other coverage. We want to be sure our records are accurate so your claims are processed correctly.

### **Right to receive and release needed information**

We have the right to release or obtain any information we need for COB purposes. That includes information we need to recover any payments from your other dental plans.

### **Right to pay another carrier**

Sometimes another plan pays something we would have paid under your plan. When that happens, we will pay your plan benefit to the other plan.

### **Right of recovery**

If we pay more than we should have under the COB rules, we may recover the excess from:

- Any person we paid or for whom we paid
- Any other plan that is responsible under these COB rules

## When coverage ends

---

Coverage can end for a number of reasons. This section tells you how and why coverage ends.

### When will your coverage end?

Coverage under this plan will end if:

- This plan is no longer available
- You voluntarily stop your coverage
- The **group policy** ends
- You are no longer eligible for coverage
- Your employment ends
- You do not pay any required **premium**
- We end your coverage
- You become covered under another dental plan offered by your policyholder

Your coverage will end on either the date your employment ends or the day before the first **premium** due date that occurs after you stop active work.

## When coverage may continue under the plan

Your coverage under this plan will continue if:

Your employment ends because of <b>illness, injury</b> , sabbatical or other authorized leave as agreed to by the policyholder and us.	If <b>premium</b> payments are made for you, you may be able to continue coverage under the plan as long as the policyholder and we agree to do so and as described below: <ul style="list-style-type: none"> <li>Your coverage may continue, until stopped by the policyholder, but not beyond 30 months from the start of your absence.</li> </ul>
Your employment ends because of a temporary lay-off, temporary leave of absence, sabbatical, or other authorized leave as agreed to by the policyholder and us.	If <b>premium</b> payments are made for you, you may be able to continue coverage under the plan as long as the policyholder and we agree to do so and as described below: <ul style="list-style-type: none"> <li>Your coverage will stop on the date that your employment ends.</li> </ul>
Your employment ends because either: <ul style="list-style-type: none"> <li>Your job has been eliminated</li> <li>You have been placed on severance</li> <li>This plan allows former employees to continue their coverage</li> </ul>	You may be able to continue coverage. See the <i>Special coverage options after your plan coverage ends</i> section.
Your employment ends because of a paid or unpaid medical leave of absence.	If <b>premium</b> payments are made for you, you may be able to continue coverage under the plan as long as the policyholder and we agree to do so and as described below: <ul style="list-style-type: none"> <li>Your coverage may continue until stopped by the policyholder but not beyond 30 months from the start of the absence.</li> </ul>
Your employment ends because of a leave of absence that is not a medical leave of absence.	If <b>premium</b> payments are made for you, you may be able to continue coverage under the plan as long as the policyholder and we agree to do so and as described below: <ul style="list-style-type: none"> <li>Your coverage may continue until stopped by the policyholder but not beyond 1 month from the start of the absence.</li> </ul>
Your employment ends because of a military leave of absence.	If <b>premium</b> payments are made for you, you may be able to continue coverage under the plan as long as the policyholder and we agree to do so and as described below: <ul style="list-style-type: none"> <li>Your coverage may continue until stopped by the policyholder but not beyond 24 months from the start of the absence.</li> </ul>

## Notification of when your employment ends

It is the policyholder's responsibility to let us know when your employment ends. The limits above may be extended only if we and the policyholder agree in writing to extend them.



## When will coverage end for any dependents?

Coverage for your dependent will end if:

- Your dependent is no longer eligible for coverage
- The **group policy** ends
- You do not pay the required **premium** toward the cost of dependents' coverage
- Your coverage ends for any of the reasons listed above

Your dependents coverage will end on the earlier of the date the **group policy** terminates or as defined by the policyholder.

## What happens to your dependents if you die?

Coverage for dependents may continue for some time after your death. See the *Special coverage options after your plan coverage ends* section for more information.

## Why would we end your coverage?

We will give you 60 days advance written notice before we end your coverage because you commit fraud or intentionally misrepresent yourself when you applied for or obtained coverage. You can refer to the *General provisions – other things you should know* section for more information on loss of coverage.

On the date your coverage ends, we will refund to the policyholder any prepayments for periods after the date your coverage ended.

## Special coverage options after your plan coverage ends

---

This section explains options you may have after your coverage ends under this plan. Your individual situation will determine what options you will have.

### Consolidated Omnibus Budget Reconciliation Act (COBRA)

The federal COBRA law usually applies to employers of group sizes of 20 or more. It gives employees and most of their covered dependents the right to keep their dental coverage for 18, 29 or 36 months after a qualifying event. The qualifying event is something that happens that results in you losing your coverage.

The qualifying events are:

- Your active employment ends for reasons other than gross misconduct
- Your working hours are reduced
- You divorce or legally separate and are no longer responsible for dependent coverage
- You become entitled to benefits under Medicare
- Your covered dependent children no longer qualify as dependents under the plan
- You die
- You are a retiree eligible for retiree health coverage and your former employer files for bankruptcy

Talk with your employer if you have questions about COBRA or to enroll.

### Continuation of coverage for other reasons

#### What exceptions are there for dental work when coverage ends?

Your dental coverage may end while you or your covered dependent are in the middle of treatment. The plan does not cover dental services that are given after your coverage terminates. There is an exception. The plan will cover the following services if they are ordered while you were covered by the plan, and installed within 30 days after your coverage ends:

- Inlays
- Onlays
- Crowns
- Removable bridges
- Cast or processed restorations
- Dentures
- Fixed partial dentures (bridges)
- Root canals

Ordered means:

- For a denture: The impressions from which the denture will be made were taken
- For a root canal: The pulp chamber was opened
- For any other item: The teeth which will serve as retainers or supports, or the teeth which are being restored:
  - Must have been fully prepared to receive the item
  - Impressions have been taken from which the item will be prepared

### **How you can extend coverage if you are totally disabled when coverage ends**

Your coverage may be extended if you are totally disabled when coverage ends and you have been continuously insured for the 3 months prior to coverage ending.

You are “totally disabled” if you cannot work at your occupation or any other occupation for pay or profit.

Your dependent is “totally disabled” if that person cannot engage in most normal activities of a healthy person of the same age and gender.

You may extend coverage until the earliest of:

- When you or your dependents are no longer totally disabled
- When you become covered by another health benefits plan

### **How can you extend coverage for your disabled child beyond the plan age limits?**

You have the right to extend dental coverage for your dependent child beyond the plan age limits. If your disabled child:

- Is not able to be self-supporting because of an intellectual or physical disability
- Depends mainly (more than 50% of income) on you for support

The right to coverage will continue only as long as a **physician** certifies that your child still is disabled.

We may ask you to send us proof of the disability within 31 days of the date coverage would have ended. Before we extend coverage, we may ask that your child get a physical exam. We will pay for that exam.

We may ask you to send proof that your child is disabled after coverage is extended. We won't ask for this proof more than once a year. You must send it to us within 31 days of our request. If you don't, we can terminate coverage for your dependent child.

Your disabled child's coverage will end on the earlier of:

- The date the child is no longer disabled and dependent upon you for support
- As explained in the *When will coverage end for any dependents* section

### **How can you extend coverage for a child in college on medical leave?**

You have the right to extend coverage for your dependent college student who takes a **medically necessary** leave of absence from school. The right to coverage will be extended until the earlier of:

- One year after the leave of absence begins
- The date coverage would otherwise end

To extend coverage the leave of absence must:

- Begin while the dependent child is suffering from a serious **illness** or **injury**
- Cause the dependent child to lose status as a full-time student under the plan
- Be certified by the treating **physician** as **medically necessary** due to a serious **illness** or **injury**

We must receive documentation or certification of the **medical necessity** for a leave of absence either:

- At least 30 days prior to the absence, if the medical reason for the absence and the absence are foreseeable
- 30 days after the start date of the medical leave of absence from school

The **physician** treating your child will be asked to keep us informed of any changes.

## General provisions – other things you should know

---

### Administrative provisions

#### How you and we will interpret this booklet-certificate

We prepared this booklet-certificate according to ERISA, and according to other federal and state laws that apply. You and we will interpret it according to these laws.

#### How we administer this plan

We apply policies and procedures we've developed to administer this plan.

#### Who's responsible to you

We are responsible to you for what our employees and other agents do.

We are not responsible for what is done by your **providers**. They are not our employees or agents.

### Coverage and services

#### Your coverage can change

Your coverage is defined by the **group policy**. This document may have amendments and riders too. Under certain circumstances, we or the policyholder or the law may change your plan. When an emergency or epidemic is declared, we may modify or waive requirements under the plan or your cost share if you are affected. Only we may waive a requirement of your plan. No other person, including the policyholder or **provider**, can do this.

#### Out-of-network provider reimbursement

No assignment or transfer by you of any of your interest under this policy or by a covered dependent of any of his or her interest under this policy is valid unless **Aetna** consents thereto.

When you or your covered dependent submit a claim and assign the right to receive reimbursement for covered **medically necessary** services to an **out-of-network provider**, we are required to pay benefits in line with the assignment of benefits by remitting payment directly to the **dental provider** in the form of a check payable to the **dental provider**, or in the alternative, to the **dental provider** and you or your covered dependent as a joint payee, with signature lines for each of the payees.

Any payment made solely to you or your covered dependent rather than the **dental provider** under these circumstances shall be considered unpaid, and unless remitted to the **dental provider** within the time frames established by New Jersey Law, shall be considered overdue and subject to an interest charge as provided in that act.

### Financial sanctions exclusions

If coverage provided under this booklet-certificate violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **eligible dental services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Assets Control (OFAC). You can find out more by visiting <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

## Legal action

You must complete the appeal process before you take any legal action against us for any expense or bill. See the *When you disagree - claim decisions and appeals procedures* section. You cannot take any action until 60 days after we receive written submission of claim.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

## Physical examinations and evaluations

At our expense, we have the right to have a **provider** of our choice examine you. This will be done at all reasonable times while a claim for benefits is pending or under review.

## Records of expenses

You should keep complete records of your expenses. They may be needed for a claim.

Things that would be important to keep are:

- Names of **dental providers, dentists** and other **providers** who provide services
- Dates expenses are incurred
- Copies of all bills and receipts

## Honest mistakes and intentional deception

### Honest mistakes

You or the policyholder may make an honest mistake when facts are shared with us. When we learn of the mistake, we may make a fair change in **premium** or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

### Intentional deception

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious consequences for your coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. If we paid claims for your past coverage, we will want the money back.
- Loss of coverage going forward.
- Denial of benefits.
- Recovery of amounts we already paid.

We also may report fraud to criminal authorities.

## Some other money issues

### Assignment of benefits

When you see a **provider** they will bill us directly. You may send us a claim, at your option. When you see **out-of-network providers**, we may choose to pay you or to pay the **providers** directly. Unless we have agreed to do so in writing and to the extent allowed by law, we will not accept an assignment to an **out-of-network provider** under this **group policy**. This may include:

- The benefits due
- The right to receive payments
- Any claim you make for damages resulting from a breach, or alleged breach, of the terms of this **group policy**

To request assignment you must complete an assignment form. The assignment form is available from the policyholder. The completed form must be sent to us for consent.

### **Recovery of overpayments**

We sometimes pay too much for **eligible dental services** or pay for something that this plan doesn't cover. If we do, we can require the person we paid – you or your **provider** – to return what we paid. If we don't do that we have the right to reduce any future benefit payments by the amount we paid by mistake.

We will not request reimbursement for an overpayment, except in the case of fraud or a pattern of inappropriate billing or claims later than 18 months after the date of the first payment on the claim. We will not pursue more than one reimbursement for overpayment of a particular claim.

### **Premium**

This plan requires the policyholder to pay **premium**. If payments are made through a payroll deduction with the policyholder, the policyholder will forward your payment to us. We will not pay benefits under this booklet-certificate if **premium** payments are not made. Any benefit payment denial is subject to our appeals procedure. See the *When you disagree - claim decisions and appeals procedures* section.

### **Payment of premiums**

The first **premium** payment for this policy is due on or before your **effective date of coverage**. Your next **premium** payment will be due the 1<sup>st</sup> of each month ("**premium** due date"). Each **premium** payment is to be paid to us on or before the **premium** due date.

### **Your dental information**

We will protect your dental information. We will only use or share it with others as needed for your care and treatment. We will also use and share it to help us process your **providers'** claims and manage your plan.

You can get a free copy of our Notice of Privacy Practices. Just call us. When you accept coverage under this plan, you agree to let your **providers** share your information with us.

### **Effect of prior plan coverage**

If you are in a continuation period from a prior plan at the time you join this plan you may not receive the full benefit paid under this plan. Your current and prior plan must be offered through the same policyholder.

# Glossary

---

## **Aetna®**

**Aetna Life Insurance Company**, an affiliate, or a third party vendor under contract with **Aetna**.

## **Calendar year**

A period of 12 months beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

## **Calendar year maximum**

This is the most this plan will pay for **eligible dental services** incurred by you during the **Calendar Year**.

## **Coinsurance**

**Coinsurance** is the percentage of the bill that you and this plan have to pay for an **eligible dental service**. The schedule of benefits shows the percentage that this plan pays.

## **Cosmetic**

Services, drugs or supplies that are primarily intended to alter, improve or enhance your appearance.

## **Covered benefits**

**Eligible dental services** that meet the requirements for coverage under the terms of this plan.

## **Deductible**

The amount you pay for **eligible dental services** per **Calendar Year** before your plan starts to pay.

## **Dental emergency**

Any dental condition that:

- Occurs unexpectedly
- Requires immediate diagnosis and treatment in order to stabilize the condition
- Is characterized by symptoms such as severe pain and bleeding

## **Dental emergency services**

Services and supplies given by a **dental provider** to treat a **dental emergency**.

## **Dental provider**

Any individual legally qualified to provide dental services or supplies.

## **Dentist**

A legally qualified **dentist** licensed to do the dental work he or she performs.

## **Directory**

The list of **in-network providers** for your plan. The most up-to-date **directory** for your plan appears on our self-service website or you can call us at 1-877-238-6200 for assistance. When searching for **in-network providers**, you need to make sure that you are searching for **providers** that participate in your specific plan. **In-network providers** may only be considered **in-network providers** for certain **Aetna** plans.

## **Effective date of coverage**

The date your coverage begins under this booklet-certificate as noted in our records.

## Eligible dental services

The benefits, subject to varying cost shares, covered in this plan. These are:

- Listed and described in the schedule of benefits.
- Not listed as an exception or exclusion in these sections:
  - *What are your eligible dental services?*
  - *What rules and limits apply to dental care?*
  - *What your plan doesn't cover – exclusions*
- Not beyond any maximums and limitations in the *What rules and limits apply to dental care?* section and schedule of benefits.
- **Medically necessary.** See the *Medical necessity requirements* section and the *Glossary* section for more information.

## Experimental or investigational

A drug, device, procedure, or treatment that we find is **experimental** or **investigational** because:

- There is not enough outcome data available from controlled clinical trials published in the peer-reviewed literature to validate its safety and effectiveness for the **illness** or **injury** involved.
- The needed approval by the Food and Drug Administration (FDA) has not been given for marketing.
- A national medical or dental society or regulatory agency has stated in writing that it is **experimental or investigational** or suitable mainly for research purposes.
- It is the subject of a Phase I, Phase II or the experimental or research arm of a Phase III clinical trial. These terms have the meanings given by regulations and other official actions and publications of the FDA and Department of Health and Human Services.
- Written protocols or a written consent form used by a facility **provider** state that it is **experimental or investigational**.
- It is provided or performed in a special setting for research purposes.

## Group policy

The **group policy** consists of several documents taken together. These documents are:

- The group application
- The **group policy**
- The booklet-certificates
- The schedule of benefits
- Any amendments or riders to the **group policy**, the booklet-certificate, and the schedule of benefits

## Illness

Poor health resulting from disease of the teeth or gums.

## Injury or injuries

Physical damage done to the teeth or gums.

## In-network provider

A **provider** listed in the **directory** for your plan.

## Lifetime maximum

This is the most this plan will pay for **eligible dental services** incurred by a covered person during their lifetime provided by an **in-network provider** while covered under this policy. Any costs for services incurred by a covered person who has exceeded this **lifetime maximum** is the responsibility of the covered person.



## Medically necessary/medical necessity

Dental care services or supplies that prevent, evaluate, diagnose or treat an **illness, injury**, disease or its symptoms, and that are all of the following, as determined by us within our discretion:

- In accordance with generally accepted standards of dental practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your **illness, injury** or disease
- Not primarily for your convenience, the convenience of your **dentist**, or other health care **provider**
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of your **illness, injury** or disease

Generally accepted standards of dental practice means:

- Standards that are based on credible scientific evidence published in peer-reviewed dental literature generally recognized by the relevant dental community and
- Following the standards set forth in our clinical policies and applying clinical judgment

### Important note:

We develop and maintain clinical policy bulletins that describe the generally accepted standards of dental practice, credible scientific evidence, and prevailing clinical guidelines that support our decisions regarding specific services. We use these bulletins and other resources to help guide individualized coverage decisions under our plans and to determine whether an intervention is **experimental or investigational**. They are subject to change. You can find these bulletins and other information at <https://www.aetna.com/health-care-professionals/clinical-policy-bulletins.html>. You can also contact us. See the *How to contact us for help* section.

## Negotiated charge

This is either:

- The amount **in-network providers** have agreed to accept
- The amount we agree to pay directly to **in-network providers** or third party vendors (including any administrative fee in the amount paid)

for providing **eligible dental services** to covered persons in the plan.

## Orthodontic treatment

This is any:

- Medical service or supply
- Dental service or supply

furnished to prevent or to diagnose or to correct a misalignment:

- Of the teeth
- Of the bite
- Of the jaws or jaw joint relationship

whether or not for the purpose of relieving pain.

## Orthodontic treatment lifetime maximum

The most the plan will pay for **eligible dental services** for **orthodontic treatment** that you incur during your lifetime.

## **Out-of-network provider**

A **provider** who is not an **in-network provider** and does not appear in the **directory** for your plan.

## **Physician**

A skilled **health professional** trained and licensed to practice medicine under the laws of the state where they practice, specifically, doctors of medicine or osteopathy.

## **Premium**

The amount you or the policyholder are required to pay to **Aetna** to continue coverage.

## **Provider**

A **dentist**, or other entity or person licensed, or certified under applicable state and federal law to provide dental care services to you.

## **Teledentistry**

A consultation between you and a **dental provider** who is performing a clinical dental service.

Services can be provided by:

- Two-way audiovisual teleconferencing
- Any other method permitted by state law

## **Temporomandibular joint dysfunction/disorder (TMJ)**

This is:

- A **TMJ** or any similar disorder of the jaw joint
- A myofascial pain dysfunction (MPD) of the jaw
- Any similar disorder in the relationship between the jaw joint and the related muscles and nerves

# **Additional Information Provided by**

## **Woodmont Properties, LLC**

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Name of Plan:**

Woodmont Properties LLC Health and Welfare Benefits Plan

**Employer Identification Number:**

22-3719320

**Plan Number:**

501

**Type of Plan:**

Welfare

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

Woodmont Properties, LLC  
100 Passaic Avenue Suite 240  
Fairfield, NJ 07004  
Telephone Number: (973) 897-8636

**Agent For Service of Legal Process:**

Woodmont Properties, LLC  
100 Passaic Avenue Suite 240  
Fairfield, NJ 07004

Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

December 31

**Source of Contributions:**

Employer and Employee

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the Chief People Officer.

**ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

**Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

**Continue Group Health Plan Coverage**

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Confidentiality Notice**

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number on your ID card or visit our Internet site at [www.aetna.com](http://www.aetna.com).

## **Continuation of Coverage During an Approved Leave of Absence Granted to Comply with Federal Law**

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Health Expense Benefits for you and your eligible dependents.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If Health Expense Benefits has reduction rules applicable by reason of age or retirement, Health Expense Benefits will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage for health expenses may be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Health Expense Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation Under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.