

# BENEFIT PLAN

Prepared for  
Outten & Golden, LLP

DMO - New Jersey Primary Care Dentist  
Services

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

**Aetna Dental Inc.  
Certificate of coverage**

This Certificate of coverage is part of the group agreement  
between **Aetna** Dental Inc. and the Contract holder



## Certificate of coverage

### Managed dental plan

**Prepared for:**

**Contract holder:** Outten & Golden, LLP

**Contract holder number:** GP-0149284-E

**Certificate of coverage:** 1

**Group agreement effective date:** January 1, 2022

**Plan name:** DMO - New Jersey Primary Care Dentist Services

**Plan effective date:** January 1, 2022

**Plan issue date:** November 10, 2021

**Underwritten by Aetna Dental Inc.**



# Welcome

---

Thank you for choosing Aetna.

Your DMO plan is comprised of two sets of issued documents. This certificate and schedule of benefits are issued for DMO primary care in-network dentist services. Whereas, the DMO specialty in-network dentist services are issued in certificate AL HCOC-SpecDentalCD 05 and schedule of benefits AL HSOB-SpecDentalCD 03.

This is your certificate of coverage, or “certificate” for short. It is one of three documents that together describe the benefits covered by your Aetna plan.

This certificate will tell you about your covered benefits – what they are and how you get them. If you become covered, this certificate becomes your certificate under the group agreement, 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 agreement between Aetna Dental Inc. (“Aetna”) and your contract holder. Ask your contract holder if you have any questions about the group agreement.

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? Flip through the table of contents or try the *Let’s get started!* section right after it. The *Let’s get started!* section gives you a thumbnail sketch of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your Aetna plan -- providing covered benefits for eligible dental services from primary care dentists.

# Table of Contents

	Page
Welcome	
Let's get started!.....	5
Who the plan covers.....	8
Medical necessity and referral requirements.....	11
What are your eligible dental services?.....	12
What rules and limits apply to dental care?.....	14
What your plan doesn't cover –exclusions.....	16
Who provides the care .....	19
What the plan pays and what you pay .....	21
<b>When you disagree - claim decisions and appeals procedures .....</b>	<b>23</b>
Coordination of benefits (COB) .....	27
When coverage ends .....	31
Special coverage options after your plan coverage ends .....	34
General provisions – other things you should know .....	40
Glossary .....	43
Schedule of benefits	Issued with your 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 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 certificate of coverage 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 **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 **eligible dental services**
- Pay less when you use **in-network providers**

### Important note:

See the schedule of benefits for any **copayments**, **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 **provider directory**. Just log onto our self-service website.

**In-network providers not reasonably available** – You can get **eligible dental services** under your plan that are provided by an **out-of-network provider** if an appropriate **in-network provider** is not reasonably available. Your **Primary care dentist (PCD)** must request access to the **out-of-network provider** in advance and we must agree.

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

### Service area

Your plan generally pays for **eligible dental services** only within a specific geographic area, called a **service area**. There are some exceptions, such as for **dental emergency services**. See the *Who provides the care* section.

## Paying for eligible dental services– the general requirements

There are several general requirements for the plan to pay any part of the expense for an **eligible dental service**. The **eligible dental service** is **medically necessary** and You get your care from Your **PCD**.

You will find details on **medical necessity** in the *Medical necessity and referral requirements* section. You will find the requirement to use an **in-network provider** and any exceptions in the *Who provides the care* 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 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 login at [www.aetna.com](http://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 Dental Inc.**, 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 [www.aetna.com/mobile](http://www.aetna.com/mobile).

## 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 contract holder 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 if you live, work or reside in the **service area**:

- At the end of any waiting period the contract holder requires
- At any time
- 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 do not 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 certificate as your “dependents”.)

- Your spouse, including a
- Civil union partner as defined by New Jersey state law. We also mean civil union or civil union partner when we refer to:
  - Husband/wife (spouse)
  - Family/immediate family
  - Dependent
  - Next of kin
- We mean civil union when we refer to:
  - Marriage
  - Widow/widower/widowed
- Your domestic partner who meets any contract holder rules and requirements under state law
- Your dependent children – yours or your spouse’s or partner’s
  - Dependent children must be:
    - Under 26 years of age
  - Dependent children include:
    - Natural children
    - Stepchildren
    - Adopted children including those placed with you for adoption
    - Foster children
    - Children you are responsible for under a qualified medical support order or court order
    - 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 31 days after the date of your marriage.
  - Ask the contract holder 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
    - Within 31 days of the date of your marriage.
- A civil union partner - If you enter a civil union, you can put your civil union partner on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date of your civil union.
  - Ask the contract holder when benefits for your civil union partner 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
    - Within 31 days of the date of your civil union.
- A newborn child – your newborn child is covered on your dental plan for the first 31 days from the moment of birth.
  - To keep your newborn covered, we must receive your completed enrollment information within 31 days from the moment of birth.
  - You must still enroll the child within 31 days from the moment of birth even when coverage does not require payment of an additional **premium contribution** for the covered dependent.
  - If you miss this deadline, your newborn will not have dental benefits after the first 31 days.
- An adopted child – A child that you, or that you and your spouse, civil union partner or domestic partner adopts is covered on your plan for the first 31 days after the adoption is complete.
  - To keep your adopted child covered, we must receive your completed enrollment information within 31 days after the adoption.
  - If you miss this deadline, your adopted child will not have dental benefits after the first 31 days.
- A stepchild – You may put a child of your spouse, civil union partner or domestic partner on your plan.
  - You must complete your enrollment information and send it to us within 31 days after the date of your marriage, civil union partner or your Declaration of Domestic Partnership with your stepchild's parent.
  - Ask the contract holder when benefits for your stepchild will begin. It is either on the date of your marriage, the date of your civil union partnership or the date your Declaration of Domestic Partnership is filed 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 contract holder 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 or foster care. See the *Adding new dependents* section for more information
- When a court orders that you cover a current spouse, civil union partner, domestic partner, 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 and referral 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 *Eligible dental services* and *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**".

### Referrals

You need a **referral** from your **PCD** in order to receive coverage for any services another **network provider** provides. If you do not have a **referral**, we won't pay the **provider**. You will have to pay for services if your **PCD** fails to send the **referral** to us. Refer to the *What the plan pays and what you pay* section.

## 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
- *Exclusions* section

### Your dental plan

Your dental plan includes **in-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 **dental providers**. Your schedule of benefits includes a detailed list of **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 certificate, the schedule of benefits, or a rider or amendment issued to you for use with this 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.
- Mail order and at-home kits for **orthodontic treatment**.

- **Orthodontic treatment** except as covered in the schedule of benefits.
- Prefabricated porcelain/ceramic crown – permanent tooth
- Services and supplies provided by an **out-of-network provider** except for **dental emergency services** or **eligible dental services** from an **out-of-network provider** if an appropriate **in-network provider** is not reasonably available. See the *Aetna's network of dental providers* section for details.
- 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**, and are over 50 miles from home, you should consider calling your **PCD** 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**. Your cost share for treatment of a **dental emergency** is the same whether care is provided by a **network provider** or 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 up to the **dental emergency** services maximum.

For follow-up care to treat the **dental emergency**, you should use your **PCD** so that you can get the maximum level of benefits.

## 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**.

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

### Reimbursement policies

We reserve the right to apply our reimbursement policies to all services including involuntary services. Those policies may affect the **negotiated 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 12 months.
    - Your present denture is an immediate temporary one that replaces 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 other 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.

## 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:

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

### Charges for services or supplies

- 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, except for care and treatment related to medically diagnosed congenital defects or birth anomalies of newborn children
  - 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 or 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.



## 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 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

## Providers and 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

## Services paid under your medical plan

- Your plan will not pay for amounts that were paid for the same services under a medical plan covering you. When a dental service is covered under both plans, we will figure the amount that would be payable under this plan if you did not have other coverage, then subtract what was paid by your medical plan. If there is any difference, this plan will pay it. If the amount paid by your medical plan is equal to or more than the benefit under this plan, this plan will not pay anything for the service.

## Services provided by a family member

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

### **Services received outside of the United States**

- Non-dental emergency services received outside of the United States. They are not covered even if they are covered in the United States under this certificate.

### **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 providers** and **PCD's**.

### In-network providers

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

For you to receive the in-network level of benefits you must use **in-network providers** for **eligible dental services**.

The exceptions are:

- **Dental emergency services** – Refer to the *What are your eligible dental services?* section
- **In-network providers** are not available to provide the **eligible dental service** that you need

You can find **in-network providers** and see important information about them by logging onto our self-service website. You can search our online **provider directory**, for names and locations of **in-network providers**.

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.

### Your PCD

Your **primary care dentist** (we call that **dentist** your **PCD**) will provide you with routine care and get you a **referral** to see other **network providers**.

You are required to select a **PCD**. Each covered family member can select their own **PCD**. You must select a **PCD** for your covered dependent if they are a minor or cannot choose a **PCD** on their own.

For you to receive the in-network level of benefits, **eligible dental services** must be accessed through your **PCD's** office. They will provide you with primary care services and initiate **referrals** for dental care.

### How do you choose your PCD?

You choose your **PCD** from the list of **PCD's** in our **provider directory** which is on our self-service website.

### What will your PCD do for you?

Your **PCD** will coordinate your dental care or may provide treatment. They may send you to other **in-network providers**.

Your **PCD** will give you a written or electronic **referral** to see other **in-network providers**.

### How do I change my PCD?

You may change your **PCD** at any time. You can call us or log on to our self-service website to make a change.

The change will become effective as follows:

<b>If we receive the request:</b>	<b>The change will become effective on:</b>
On or before the 15 <sup>th</sup> day of the month	The 1 <sup>st</sup> day of the next month
After the 15 <sup>th</sup> day of the month	The 1 <sup>st</sup> day of the month following the next month

### What happens if I do not select a PCD?

Because having a **PCD** is so important, we may choose one for you. We will notify you of the **PCD's** name, address and telephone number. If you wish, you can change the **PCD** by following the directions above for *How do I change my PCD?*.

Your **eligible dental services** will be limited to care provided by direct access **in-network providers** and **dental emergency services**.

## What the plan pays and what you pay

---

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

- Your **copayments**
- Your **dental emergency services** maximum

### The general rule

When you get **eligible dental services**:

- You pay your office visit **copayment**. The schedule of benefits lists the office visit **copayment** amount that you pay.

And then

- You pay your **eligible dental service copayment**. The schedule of benefits lists the **copayment** that you pay. The **copayment** amount may vary by the type of expense.

And then

- You are responsible for any amounts above a **maximum**.

### 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 and referral requirements* section.
- When you get an **eligible dental service** without a **referral** when your plan requires a **referral**. See the *Medical necessity and referral requirements* section.

In both of these cases, the **dental provider** may require you to pay the entire charge.

### 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 copayment works

Your **copayment** is the amount you pay for **eligible dental services** after you have paid your office visit **copayment**. Your schedule of benefits shows you which **copayments** you need to pay for specific **eligible dental services**.

You will pay your **copayment** when you receive **eligible dental services**.

#### Important note:

See the schedule of benefits for any **copayments**, maximum, 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.

### Claim procedures

#### Notice of claim and claim forms

You or your **dental provider** are required to send us a claim in writing within 20 days after the date of service or as soon as reasonably possible after that. You may send us a claim, at your option. Thereafter, we will send you a claim form within 15 days or you can request a claim form from us. Once we receive the claim form, we will review that claim for payment to the **dental provider** or to you as appropriate.

#### Time of payment of claims

Upon satisfactory notice of claim, we will pay your claim promptly and within 30 calendar days after we receive your claim electronically or within 40 calendar days after we receive your claim by other means, if:

- The **dental provider** is eligible at the date of service
- You were covered on the date you received the dental care service
- The service or supply is covered under this policy
- The claim is submitted with all of the information requested by **Aetna** on the claim form or in the other instructions that were distributed in advance to you or the **dental provider** in accordance with New Jersey laws
- **Aetna** has no reason to believe the claim was submitted fraudulently

If all or a portion of the claim is not paid within 30 calendar days after we receive your claim electronically or within 40 calendar days after we receive your claim by other means because:

- The claim submission is incomplete due to missing information
- The diagnosis coding, procedure coding or any other required claim information is incorrect
- **Aetna** disputes the amount claimed
- There is strong evidence of fraud by the **dental provider** and **Aetna** has initiated an investigation into the suspected fraud

**Aetna** will notify the **dental provider**, by electronic means and you and **dental provider** in writing within 30 calendar days of receiving an electronic claim or within 40 days of receiving a claim submitted by other means, if:

- The claim is incomplete with a statement as to what information is missing and necessary to process the claim
- The claim contains incorrect information with a statement as to what information must be corrected in order to process the claim
- **Aetna** disputes the amount claimed in whole or in part with a statement as to the basis of that dispute
- **Aetna** finds there is strong evidence of fraud and has initiated an investigation into the suspected fraud in accordance with **Aetna's** fraud prevention plan, or referred the claim, together with supporting documentation, to the Office of the Insurance Fraud Prosecutor in the Department of Law and Public Safety

If all or a portion of an electronically submitted claim cannot be processed because the diagnosis coding, procedure coding or any other data required to be submitted with the claim was missing, **Aetna** will electronically notify the **dental provider** within 7 days of the status and request any information required to process the claim.

**Aetna** will acknowledge receipt of a claim submitted by electronic means from a **dental provider** no later than 2 working days following receipt of the transmission of the claim and no later than 15 working days following receipt of a claim received by written notice. The acknowledgement will include the date **Aetna** received the claim and will go to the entity from which **Aetna** received the claim.

If **Aetna** has reason to believe that a claim has been submitted fraudulently, it will investigate the claim in accordance with its fraud prevention plan, or refer the claim, together with supporting documentation, to the Office of the Insurance Fraud Prosecutor in the Department of Law and Public Safety.

Payment of an eligible claim pursuant to the paragraphs above will be deemed to be overdue if not remitted to you or covered **dependent** by **Aetna** on or before the 30th calendar day following receipt by Aetna of a claim submitted by electronic means and on or before the 40th calendar day following receipt of a claim submitted by other than electronic means.

If payment is withheld on all or a portion of a claim by **Aetna** pursuant to the paragraphs above, the claims payment shall be overdue if not remitted to you or covered **dependent** by **Aetna** on or before the 30th calendar day for claims submitted by electronic means and the 40th calendar day for claims submitted by other than electronic means, following receipt by **Aetna** of the required documentation or information or modification of an initial submission.

If payment is withheld on all or a portion of a claim by **Aetna** and you or covered **dependent** and the **dental provider** are not notified within the time frames provided for in those paragraphs, the claim will be deemed to be overdue.

Any overdue payment will bear simple interest at the rate of 12% per annum. **Aetna** will pay the interest to the **dental provider** at the time the overdue payment is made. The amount of interest paid to a **dental provider** for an overdue claim will be credited to any civil penalty for late payment of the claim levied by the Department of Human Services against a payer that does not reserve the right to change the **premium**.

### **Payment of claims**

All benefits are payable to you. However, we have the right to pay any dental benefits to a **dental provider**. This will be done unless you have told us otherwise by the time you file the claim.

Any unpaid balance will be paid within 30 days of receipt by us of the due written proof. When a claim is paid, any **premium** due and unpaid may be deducted from the claim payment.

When a **dental provider** provides care to you or a covered **dependent**, they will submit the claim for you.



## Provider reimbursement

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

When you or your covered **dependent** submit a claim and assign the right to receive reimbursement for **eligible expenses** to a **dental provider**, we are required to pay benefits in line with the assignment of benefits by remitting payment directly 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 you.

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

## Adverse benefit determinations

We pay many claims at the full rate **negotiated charge** with **in-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.

You may contact the New Jersey Department of Banking and Insurance to request an investigation of a complaint:

New Jersey Department of Banking and Insurance  
*Consumer Protection Services*  
P.O. Box 329  
Trenton, New Jersey 08625-0329  
OR  
Office of Insurance Claims Ombudsman  
20 West State Street  
P.O. Box 472  
Trenton, NJ 08625-0472  
Phone: 800-446-7467  
(outside of NJ call 609-292-5316 & ask for the Ombudsman's Office)  
Fax: 609-292-2431

Denials based upon medical judgment such as medical necessity or experimental and investigational should not be sent to the New Jersey Department of Banking and Insurance.

## 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 contract holder'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 must complete the appeal process with us before you can 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 incurs allowable expenses under these plans.

“Plan” means:

- Coverage with which coordination of benefits is allowed. Plan includes:
  - 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.

If you are:	Primary plan	Secondary plan
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>	<p>The benefit reserve:</p> <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 agreement** ends
- You are no longer eligible for coverage, including when you no longer live, work, or reside in the **service area**
- Your employment ends
- You do not pay any required **premium** payment
- We end your coverage
- You become covered under another dental plan offered by your contract holder

Your coverage will end on either the date your employment ends or the day before the first **premium contribution** 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 contract holder 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 contract holder 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 contract holder, 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 contract holder 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 contract holder 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 contract holder 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 contract holder 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 contract holder 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 contract holder 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 contract holder 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 contract holder but not beyond 24 months from the start of the absence.</li> </ul>

## Notification of when your employment ends

It is the contract holder's responsibility to let us know when your employment ends. The limits above may be extended only if we and the contract holder 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 agreement** ends
- You do not make the required **premium contribution** toward the cost of dependents' coverage
- Your coverage ends for any of the reasons listed above

In addition, coverage for your domestic partner will end on the earlier of:

- The date this plan no longer allows coverage for domestic partners
- The date the domestic partnership ends. For domestic partnerships, you should provide the contract holder a completed and signed Declaration of Termination of Domestic Partnership.

Your dependents coverage will end on the earlier of the date the **group agreement** terminates or as defined by the contract holder.



## **Why would we end your coverage?**

When we give notice of termination, the notice will tell you about your right to appeal. Please refer to the *When you disagree-claim decisions and appeals procedures* section.

We will give you 30 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 contract holder 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)

#### What are your COBRA rights?

COBRA gives some people the right to keep their dental coverage for 18, 29 or 36 months after a “qualifying event”. COBRA usually applies to contract holders of group sizes of 20 or more.

Here are the qualifying events that trigger COBRA continuation, who is eligible for continuation and how long coverage can be continued.

Qualifying event causing loss of coverage	Covered persons eligible for continued coverage	Length of continued coverage (starts from the day you lose current coverage)
Your active employment ends for reasons other than gross misconduct	You and your dependents	18 months
Your working hours are reduced	You and your dependents	18 months
You divorce or legally separate and are no longer responsible for dependent coverage	Your dependents	36 months
Your covered dependent children no longer qualify as dependent under the plan	Your dependent children	36 months
You die	Your dependents	36 months
You are a retiree eligible for retiree dental coverage and your former contract holder files for bankruptcy	You and your dependents	18 months

### When do I receive COBRA information?

The chart below lists who is responsible for giving the notice, the type of notice they are required to give and the timing.

Contract holder/Group dental plan notification requirements		
Notice	Requirement	Deadline
<b>General notice – contract holder or Aetna</b>	Notify you and your dependents of COBRA rights	Within 90 days after active employee coverage begins
Notice of qualifying event – contract holder	<ul style="list-style-type: none"><li>• Your active employment ends for reasons other than gross misconduct</li><li>• Your working hours are reduced</li><li>• You die</li><li>• You are a retiree eligible for retiree dental coverage and your former contract holder files for bankruptcy</li></ul>	Within 30 days of the qualifying event or the loss of coverage, whichever occurs later
<b>Election notice – contract holder or Aetna</b>	Notify you and your dependents of COBRA rights when there is a qualifying event	Within 14 days after notice of the qualifying event
Notice of unavailability of COBRA – <b>contract holder or Aetna</b>	Notify you and your dependents if you are not entitled to COBRA coverage.	Within 14 days after notice of the qualifying event
Termination notice – <b>contract holder or Aetna</b>	Notify you and your dependents when COBRA coverage ends before the end of the maximum coverage period	As soon as practical following the decision that continuation coverage will end

<b>You/your dependents notification requirements</b>		
Notice of qualifying event – qualified beneficiary	Notify the contract holder if: <ul style="list-style-type: none"> <li>• You divorce or legally separate and are no longer responsible for dependent coverage</li> <li>• Your covered dependent children no longer qualify as a dependent under the plan</li> </ul>	Within 60 days of the qualifying event or the loss of coverage, whichever occurs later
Disability notice	Notify the contract holder if: <ul style="list-style-type: none"> <li>• The Social Security Administration determines that you or a covered dependent qualify for disability status</li> </ul>	Within 60 days of the decision of disability by the Social Security Administration, and before the 18 month coverage period ends
Notice of qualified beneficiary's status change to non-disabled	Notify the contract holder if: <ul style="list-style-type: none"> <li>• The Social Security Administration decides that the beneficiary is no longer disabled</li> </ul>	Within 30 days of the Social Security Administration's decision
<b>Enrollment in COBRA</b>	Notify the contract holder if: <ul style="list-style-type: none"> <li>• <b>You are electing COBRA</b></li> </ul>	<b>60 days from the qualifying event. You will lose your right to elect, if you do not:</b> <ul style="list-style-type: none"> <li>• <b>Respond within the 60 days</b></li> <li>• <b>And send back your application</b></li> </ul>

### How can you extend the length of your COBRA coverage?

The chart below shows qualifying events after the start of COBRA (second qualifying events):

Qualifying event	Person affected (qualifying beneficiary)	Total length of continued coverage
Disabled within the first 60 days of COBRA coverage (as determined by the Social Security Administration)	You and your dependents	29 months (18 months plus an additional 11 months)
<ul style="list-style-type: none"><li>You die</li><li>You divorce or legally separate and are no longer responsible for dependent coverage</li><li>Your covered dependent children no longer qualify as dependent under the plan</li></ul>	You and your dependents	Up to 36 months

### How do you enroll in COBRA?

You enroll by sending in an application and paying the **premium**. Your contract holder has 30 days to send you a COBRA election notice. It will tell you how to enroll and how much it will cost. You can take 60 days from the qualifying event to decide if you want to enroll. You need to send your application and pay the **premium**. If this is completed on time, you have enrolled in COBRA.

### When is your first premium payment due?

Your first **premium** payment must be made within 45 days after the date of the COBRA election.

### How much will COBRA coverage cost?

For most COBRA qualifying events you and your dependents will pay 102% of the total plan costs. This additional 2% covers administrative fees. If you apply for COBRA because of a disability, the total due will be 150% of the plan costs.

### Can you add a dependent to your COBRA coverage?

You may add a new dependent during a period of COBRA coverage. They can be added for the rest of the COBRA coverage period if:

- They meet the definition of an eligible dependent.
- You notified your contract holder within 31 days of their eligibility.
- You pay the additional required **premiums**.

## When does COBRA coverage end?

COBRA coverage ends if:

- Coverage has continued for the maximum period.
- The plan ends. If the plan is replaced, you may be continued under the new plan.
- You and your dependents fail to make the necessary payments on time.
- You or a covered dependent become covered under another group dental plan.
- You or your dependents are continuing coverage during the 19th to 29th months of a disability, and the disability ends.

## 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 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 physical handicap or intellectual 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 certificate

We prepared this certificate according to ERISA, and according to other federal and state laws that apply. You and we will interpret it according to these laws. Also, you are bound by our interpretation of this certificate when we administer your coverage, so long as we use reasonable discretion.

#### How we administer this plan

We apply policies and procedures we've developed to administer this plan. You can review a copy of these policies and procedures at <https://www.aetna.com/health-care-professionals/clinical-policy-bulletins/dental-clinical-policy-bulletins.html>.

#### 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 agreement**. This document may have amendments and riders too. Under certain circumstances, we or the contract holder 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 contract holder or **provider**, can do this.

#### Financial sanctions exclusions

If coverage provided under this 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 contract holder 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 contribution** 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 **in-network providers** they will bill us directly. If you see an **out-of-network provider** as allowed under this plan, we may choose to pay you or to pay the **provider** 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 agreement**. 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 agreement**

To request assignment you must complete an assignment form. The assignment form is available from the contract holder. 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.

### **Premium contribution**

This plan requires the contract holder to make **premium** payments and you to make contribution payments. If payments are made through a payroll deduction with the contract holder, the contract holder will forward your payment to us. We will not pay benefits under this certificate if **premium** contributions 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 contribution** payment for this **group agreement** is due on or before your **effective date of coverage**. The 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. We will need information about your physical and mental condition and care.

### **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 contract holder.

## Glossary

---

### **Aetna**

**Aetna Dental Inc.**, 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>.

### **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 you have to pay.

Your **coinsurance** for:

- **PCD** services is based on the **PCD's negotiated charge** or, if there is no **negotiated charge**, then on the **PCD's usual fee**
- In-network services is based on the **negotiated charge**

### **Contract year**

A 12 month period beginning on the effective date of the **group agreement** and the same date each following year, unless we agree to another period.

### **Copayments**

**Copayments** are flat fees you pay for certain **eligible dental services**.

### **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.

### **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 **provider directory** for your plan appears on our self-service website. When searching for an **in-network provider**, 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 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?*
  - *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 and referral requirements* section and the *Glossary* 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 agreement

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

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

## Health professional

A person who is licensed, certified or otherwise authorized by law to provide medical or dental care services to the public. For example, **providers** and dental assistants.

## 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.

## Medically necessary/medical necessity

Dental care services that we determine a **provider** using sensible clinical judgment would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an **illness, injury**, disease or its symptoms, and that we determine are:

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

Generally accepted standards of dental practice means:

- Standards based on credible scientific evidence published in peer-reviewed dental literature generally recognized by the relevant dental community.
- Consistent with the standards set forth in policy issues involving clinical judgment.

## 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.

## Out-of-network provider

A **provider** who is not an **in-network provider** and does not appear in the **directory** for your plan or a **dentist** that is seen without a **referral**.

## 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 the contract holder is required to pay to **Aetna** to continue coverage.

## Premium contribution

The amount you contribute to the premium which is paid by the contract holder to **Aetna**.

## Primary care dentist (PCD)

A **provider** who:

- Is selected by a person from the list of **PCDs** in the **directory**
- Supervises, coordinates and provides initial care and basic dental services to a covered person
- Initiates **referrals** for other **dental** care
- Is shown on **Aetna's** records as your **PCD**

## Provider

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

## Referral

This is a written or electronic authorization made by your **PCD** to direct you to an **in-network provider** for **medically necessary** services and supplies.

## Service area

The geographic area where **in-network providers** for this plan are located.

## Specialty dentist

A legally qualified **dentist** licensed and trained to provide care in a specific dental area

## 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

## Usual fee

This is the fee that a **PCD** charges its patients in general. Your **PCD** will give you a copy of the **usual fee** schedule if you ask for one. It is not part of this certificate and may change. It is used only to calculate your **coinsurance** amount and is not the basis upon which **Aetna** pays the **PCD**. **Aetna** pays **PCDs** based upon separate agreements that may be less than, or unrelated to, the **PCD's usual fee**.

# **Additional Information Provided by**

## **Outten & Golden, LLP**

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:**

Outten & Golden LLP Health and Welfare Plan

### **Employer Identification Number:**

13-4014306

### **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:**

Outten & Golden, LLP  
685 Third Avenue 25th Floor  
New York, NY 10017  
Telephone Number: (917) 282-5176

### **Agent For Service of Legal Process:**

Outten & Golden, LLP  
685 Third Avenue 25th Floor  
New York, NY 10017

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 Operating 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.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.