

# SUMMARY PLAN DESCRIPTION

**2025-2026**

**for Postdocs**

*UAW/*

*UMass*

HEALTH & WELFARE  
TRUST FUND

*UAW/  
UMass*  
HEALTH & WELFARE  
TRUST FUND

August 1, 2025

# Dear Plan Participant,

Your Trust Fund provides a wide range of benefits for you and your family.

Benefits for the Post-Doctoral Unit Health & Welfare Plan (PHWP) include:

- a dental plan with Altus Dental
- a vision plan with EyeMed Vision
- a wellness reimbursement of up to \$150 per year against your gym/fitness receipts
- family dental plan with a participant contribution
- free family vision coverage
- a childcare reimbursement for on or off-campus childcare receipts
- a basic \$20K life insurance policy and optional supplementary life insurance
- a prepaid legal plan

**This booklet is designed to make it easier for you to find the information you need and to understand your rights and responsibilities under the Plans.**

It is important that you read the entire booklet so that you know what benefits you are eligible to receive, what policies and procedures need to be followed to get your benefits and how to use your benefits wisely.

If you have any questions or concerns about any of your benefits or coverage, contact the Director of Benefit Programs at (413) 200-0423 or [uwdental@umass.edu](mailto:uwdental@umass.edu). The Trust Fund's website also has detailed information about all aspects of the Plans: [www.hwtf.org](http://www.hwtf.org).

Sincerely,

The Board of Trustees of the UAW/UMass Health & Welfare Trust Fund

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# About Your Trust Fund



The UAW/UMass Health & Welfare Trust Fund is the plan sponsor for the Post-Doctoral Unit Health & Welfare Plan. The UAW/UMass Health & Welfare Trust Fund is a self-administered, joint labor-management, employer-funded Taft-Hartley Trust Fund. Your coverage is provided as a result of a collective bargaining agreement between the University of Massachusetts Board of Trustees and the United Auto Workers, Local 2322 (GEO-UAW Local 2322 & PRO-UAW Local 2322). The UAW/UMass Health & Welfare Trust Fund's EIN is 04-3538613.

Self-administered means that the Trust Fund staff is responsible for the day-to-day administration of the Trust Fund, including addressing your questions and performing other administrative operations. Employer funded means that the Trust Fund is entirely funded by the University.

All of the money the University pays to the Trust Fund goes directly to providing your benefits and administering the Trust Fund. The Trust Fund does not exist to make profits, like an insurance company. Its purpose is to provide you, other bargaining unit members and your families with quality health and welfare benefits.

Joint labor-management means that the Trust Fund is run by an equal number of trustees appointed by your union, UAW Local 2322, and by your employer, the University of Massachusetts Amherst.

Taft-Hartley is the name of the federal law that allows these labor-management trust funds to be established.

# About Your Trust Fund

**Employer Pays for Your Benefits.**

Your union contract—the collective bargaining agreement between the University and UAW Local 2322—requires that your employer make contributions to the Trust Fund on your behalf for health and welfare benefits. These contributions go into a large pool of money (the Fund) which is used to pay for all the benefits for all participants and their families covered by the Plans.

**Important Phone Numbers:**

Trust Fund Director of Benefit Programs: (413) 345-2156

Altus Dental: (877) 223-0588

EyeMed Vision: (866) 723-0154

UAW Local 2322: (413) 534-7600

Center for Early Education & Care: (413) 545-1566

You can also visit our website, [www.hwtf.org](http://www.hwtf.org), for forms and other resources.

# What is a Summary **Plan Description?**

This booklet serves as both a Summary Plan Description and Plan Document for those employed by the University of Massachusetts Amherst and participating in the plans provided by UAW/UMass Health & Welfare Trust Fund. The plans administered by the UAW/UMass Health & Welfare Trust Fund are the GEO Unit Health & Welfare Plan (the “GHWP”) and the Post-Doctoral Unit Health & Welfare Plan (the “PHWP”).

The Plans are administered by the Board of Trustees (the “Trustees”) of the UAW/UMass Health & Welfare Trust Fund. No individual or entity, other than the Trustees (including any duly authorized designee thereof) has any authority to interpret the provisions of this Plan Document or to make any promises to you about the Plans.

The Trustees reserve the right to amend, modify, discontinue or terminate all or part of this Plan for any reason and at any time when, in their judgment, it is appropriate to do so. These changes may be made by formal amendments to the Plans, resolutions of the Board of Trustees, actions by the Trustees when not in session by telephone or in writing, and/or any other methods allowed for Trustee actions.

# What is a Summary **Plan Description?** **(cont.)**



If the Plans are amended or terminated, you and other employees may not receive benefits as described in this Plan Document. This may happen at any time if the Trustees decide to terminate the Plans or your coverage under the Plans. In no event will any employee become entitled to any vested or otherwise nonforfeitable rights under the Plans.

The Trustees (including any duly authorized designee of the Trustees) reserve the complete authority and discretion to construe the terms of the Plans (and any related Plan documents) including, without limitation, the authority to determine the eligibility for, and the amount of, benefits payable under the Plans. These decisions shall be final and binding upon all parties affected by such decisions.

This booklet and the Trust Fund's Director of Benefit Programs are your sources of information on the Plans. You cannot rely on information from co-workers, union or employer representatives, dental offices or eyecare providers. If you have any questions about the Plans and how the coverages work, the Trust Fund's Director of Benefit Programs will be glad to help you. Since telephone conversations and other oral statements can easily be misunderstood, they cannot be relied upon if they are in conflict with what is stated in this Plan Document.

# Overview of **PHWP**

**The benefit plan year for the PHWP is August 1 to July 31 of each year.**

The current plan year is 8/1/25-7/31/26.

The benefit application is available online at [portal.hwtf.org/login](https://portal.hwtf.org/login) and opens July 15 of each year.

To complete the application, submit all of the information requested and make sure to complete the final step of the process, which is to electronically sign your benefits authorization form according to the online instructions. Without this e-signed form on file, we cannot verify your eligibility or complete the processing of your application.

Your dental, vision, wellness and childcare benefits, administered by the Trust Fund, are completely separate from your employee health plan, administered by Blue Cross Blue Shield.

**Your plan elections for Trust Fund benefits are completely separate from your health plan elections.** Though not administered by the Trust Fund, you can find more information regarding your health plan at <https://member.bluecrossma.com/>

# Eligibility

## PHWP (cont.)

### Individual Eligibility

**You are eligible to participate in the PHWP if:**

- You're working in a University of Massachusetts Amherst PRO Unit position that is at least a 50% full-time equivalent (FTE).

### **You may also be eligible for benefits if:**

You are eligible to receive COBRA continuation coverage and you comply with the Notice Requirements and make the monthly payments required to keep this coverage (see section on COBRA continuation coverage).

### **Eligibility for Your Spouse, Same-Sex or Opposite-Sex Domestic Partner**

Your spouse, same-sex or opposite sex domestic partner is eligible for dental and vision coverage under the GHWP as long as they are legally married to you, in the case of a spouse; or are in a committed, long-term relationship, which is similar to marriage and live together at the same address and intend to do so indefinitely, in the case of a partner.

If you and your spouse are legally divorced or legally separated, your spouse is not covered by the GHWP benefits, unless required by court order.

The Trustees reserve the right, in their sole and absolute discretion, to determine all questions relating to the eligibility of partners.

# Eligibility

## PHWP (cont.)

### **Eligibility for Your Spouse, Same-Sex or Opposite-Sex Domestic Partner (continued)**

Changes within your family that relate to eligibility must be reported to the Trust Fund immediately and in no case more than thirty (30) days from the date of the event. Such changes include:

- separation or divorce of a spouse,
- termination of a domestic partnership,
- failure to continue to meet the eligibility conditions set forth above, and/or
- change in status of your dependent children.

Except as provided by court order, Trust Fund coverage of a spouse or partner ends upon separation or divorce, termination or change in status of a domestic partnership such that it no longer meets the eligibility conditions set forth by the Fund.

Enrollment for spouses, same and opposite sex domestic partners is also subject to any prevailing premiums established by the Trustees for a given plan year. For plan year 2025-26, the monthly premium for single+1 dental coverage is \$10 and for family dental coverage is \$20, due upon application. There is no premium due for single+1 or family vision coverage. Trustees reserve the right to terminate the family portion of any participant's coverage due to lack of payment of the applicable family premiums, retroactive to the start of coverage date or retroactive to the last month that was paid in full.

# Eligibility

## PHWP (cont.)

### **Eligibility for Your Children**

Your children are eligible up to their 26th birthday for Altus Dental benefits and up to their 19th birthday for EyeMed Vision benefits if all the following conditions are met:

- They're your biological children; or
- They're your legally adopted children (coverage starts from placement); or
- They're your stepchildren (including the child of a domestic partner); or
- They're a child who resides with you and is fully supported by you; or You're their legal parent identified on their birth certificate; and
- They're not eligible to enroll in another employer-sponsored dental/vision plan (excluding parent coverage) and they are not married.

Your foster children and grandchildren are not covered by the PHWP.

### **After your Child Ages Out of Eligibility**

Your child's Altus Dental coverage may be continued up to his or her 26th birthday if:

- Your child is unmarried; and
- They're not eligible to enroll in another employer-sponsored dental/vision plan (excluding parent coverage).

Your child's EyeMed Vision coverage may not be continued beyond the age of 19, with the exception that they would be eligible to continue coverage under the COBRA extension plan (see COBRA continuation coverage section).

# Eligibility

## PHWP (cont.)

### **Children with Disabilities**

If your child is disabled, as described in the list immediately below, it may be possible for Altus Dental coverage for your child to continue after age 26 if all of the following additional conditions are met:

- There is no other coverage available from either a government agency or through a special organization; and
- Your child is not married; and
- Your child became handicapped before age 19; and
- You file a properly completed Disability Certification Form with the Trust Fund each year after your child reaches age 26.

Your child is disabled if the Trustees determine in their discretion that your child lacks the ability to engage in any substantial gainful activity due to any physical or mental impairment that is verified by a physician and is expected to last for a continuous period of not less than 12 months or to result in death.

The Trust Fund will comply with the terms of any Qualified Medical Child Support Order (QMCSO) as the term is defined in the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

AQMCSO may require the Trust Fund to make coverage available to your child even though the child is not, for income tax purposes or Fund purposes, your legal dependent, because of separation or divorce.

# Eligibility

## PHWP (cont.)



### **Children with Disabilities (continued)**

In order to be a qualified order, the medical child support order must:

- Be issued by a court or authorized state agency; Clearly specify the alternate recipient;
- Reasonably describe the type of coverage to be provided to such alternate recipient; Clearly state the period to which such order applies; and
- Indicate the name and last known address of the member who is required to provide the coverage and the name and mailing address of each child covered by the order.

The Director of Benefits will determine the qualified status of a medical child support order in accordance with the Trust Fund's above written procedures.

# Benefits of PHWP **Dental+Vision**

The benefit plan descriptions for the dental and vision plans can be found below. Our dental plan is the Altus Dental Plan (Connection Dental and DenteMax Networks). The benefits follow a plan year of 8/1 to 7/31 of each year. Each 8/1, the dental plan year maximum amount available to you & deductible requirement renew. Our vision plan is the EyeMed Select Plan. The benefits follow a point of service plan year, meaning that your benefit renews 12 months after the last time you utilized it. Both of our plans have nationwide networks of providers. You can locate providers at [www.hwtf.org](http://www.hwtf.org).

## **Appeals**

Both insurers have internal appeals processes for claims. These processes are completely separate from the Trust Fund. If an Altus claim is denied, you can request an appeal by writing to Altus within 180 days of receiving their decision. For urgent or emergency services, you may call Customer Service to start an appeal. Send your appeal to: Altus Dental Insurance Company, Inc., Attn: Appeals, P.O. Box 1557, Providence, RI, 02901-1557.

To appeal an EyeMed decision, you should submit your request in writing to: Member Appeals Coordinator, EyeMed Vision Care, 4000 Luxottica Place, Mason, OH 45040. Your request for a review of the adverse benefit determination must be submitted within 180 days of the date of the Explanation of Benefits.

# Benefits of PHWP **Dental+Vision (cont.)**

## **Subscriber Certificates/Member Guides**

Subscriber certificates are included in this document and member guides are available at [www.hwtf.org](http://www.hwtf.org).

## **Pre-Treatment Estimates**

Ask your dentist to submit a pre-treatment estimate to Altus before having anything other than preventative or diagnostic procedures done. Altus will send you an estimate of the dental insurance benefits available for the service. Please request a pre-treatment estimate in the case of all fillings, crowns, bridges and implants.

## **Second Opinion Exams**

For Altus: Please contact Altus customer service at (877) 223-0588. For EyeMed: Submit a Second Opinion Request Form. Once completed, it should be sent to the Quality Assurance team for consideration at Vision Care Services (Fax: (513) 492-4999), or Attn: Quality Assurance, 4000 Luxottica Place, Mason, OH 45040

## **Declining Benefits**

To decline benefits, please go to [portal.hwtf.org/login](http://portal.hwtf.org/login). This decision cannot be changed until the next open enrollment period. If you wish to enroll later during an open enrollment period, return to the website and complete the enrollment application.

# Grad Employee & Postdoc Dental plan

**Grad Group Number:** 3001-0002 **Postdoc Group Number:** 3001-0001

Altus Dental Preferred Point of Service Option - Includes Connection Dental and DenteMax Networks

**Benefits Summary**  
Plan Year 8/1/2025-7/31/2026

Exams, cleanings, bitewing x-rays, single x-rays, fluorides, sealants and full mouth/Panorex x-rays do not count against your annual maximum.

## Annual Maximum

\$2,350

## Elective Orthodontic Lifetime Maximum

\$1,500

## Maximum Lifetime Cap

Unlimited

## TMJ Lifetime Maximum

\$500

## In-Network Deductible

Individual \$0

Family \$0

## Out-of-Network Deductible

Individual \$75

Family \$225

## Dependent Coverage

Dependent children are covered under these benefits up until the end of the month that they turn 26.

Teeth whitening once per arch every 60 months covered at 65%. Athletic mouth guards – For dependent children under age 19, once every 24 months covered at 65%. Biopsy of oral tissue when not covered by a patient's medical plan covered at 80%.

**P** Pre-treatment Estimate Recommended

**A** Prior Authorization Required

See back page for additional information >

**In Network: Plan pays 100%; Member Coinsurance 0%**

**Out of Network: Plan pays 100%; Member Coinsurance 0%**

- Oral exam, problem or focused visit twice per policy year
- Cleaning four per policy year
- Fluoride treatment for children under age 19 or fluoride varnish for all covered members twice per policy year. For qualifying SmileMore patients, 2 additional fluoride treatments per policy year for members of all ages.
- Bitewing x-rays one set every 6 months
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Sealants for children under age 18 once every 36 months on unrestored permanent molars. For qualifying SmileMore patients, sealants are covered for unrestored primary molars or unrestored permanent bicuspid and molars. One sealant per tooth every 36 months for all ages.
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Consultations twice per policy year
- Periodontal maintenance following active therapy four per policy year
- Nutritional counseling or Oral hygiene instruction for qualifying SmileMore patients. One nutritional counseling OR one oral hygiene instruction once every 36 months
- Tobacco counseling for qualifying SmileMore patients. Once every 12 months

**In Network: Plan pays 80%; Member Coinsurance 20%**

**Out of Network: Plan pays 80%; Member Coinsurance 20% - (Deductible Applies)**

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per policy year
- Amalgam (silver) fillings and composite (white) fillings
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth. Retirements are covered upon review. one procedure per tooth per lifetime
- P • Root planing and scaling once per quadrant every 24 months
- P • Osseous (bone) surgery once per quadrant every 24 months
- P • Gingivectomies once per site every 24 months
- P • Soft tissue grafts once per site every 36 months
- P • Crown lengthening once per site every 60 months
- P • Guided tissue regeneration and bone replacement graft once per site every 24 months
- Repairs to existing partial or complete dentures once per policy year
- Recementing crowns, onlays or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Drugs and medicaments for qualifying SmileMore patients. Must be dispensed from the dental office (not Rx) twice per policy year. Includes items like Peridex and prescription strength fluoride

**In Network: Plan pays 65%; Member Coinsurance 35%**

**Out of Network: Plan pays 65%; Member Coinsurance 35% - (Deductible Applies)**

- P • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- P • Bridges and crowns over implants replacement limited to once every 60 months
- P • Partial and complete dentures replacement limited to once every 60 months
- Occlusal guards replacement limited to once every 36 months. Occlusal adjustments.
- P • Surgical placement of endosteal implant and abutment replacement limited to once every 60 months
- Non-surgical and surgical procedures for temporomandibular (TMJ) disorders subject to a \$500 lifetime maximum

**In Network: Plan pays 50%; Member Coinsurance 50%**

**Out of Network: Plan pays 50%; Member Coinsurance 50%**

- P • Elective braces and related services for all covered members. Subject to a lifetime maximum. No pre-approval required

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to [www.altusdental.com/el](http://www.altusdental.com/el). To be covered, services must be dentally necessary and appropriate as per our review guidelines.

*Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist.* Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

\* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

### Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Altus Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at [www.altusdental.com](http://www.altusdental.com).

### How to Find a Dentist

Choose from Altus Dental's extensive network of dentists, you're sure to find one that's right for you. Visit [www.altusdental.com](http://www.altusdental.com) to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs – as well as maps and driving directions.

### Beyond Benefits

When you visit us at [www.altusdental.com](http://www.altusdental.com), you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A dentist tool to find a dentist in your area

### Notice of Nondiscrimination and Accessibility Policy

Altus Dental does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-223-0588.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-223-0588.



## UAW/UMass Health & Welfare Trust Fund

Group # for Grad Employees is 9794348 / Group # for Postdocs is 9878760 /  
Group # for COBRA is 1052222

### SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
Exam	\$0 copay	Up to \$57
Retinal Imaging	Up to \$39	Not covered
<b>CONTACT LENS FIT AND FOLLOW-UP</b>		
Fit and Follow-up - Standard	Up to \$40	Not covered
Fit and Follow-up - Premium	10% off retail price	Not covered
<b>FRAME</b>		
Frame	\$0 copay; 20% off balance over \$185 allowance	Up to \$111
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$10 copay	Up to \$47
Bifocal	\$10 copay	Up to \$79
Trifocal	\$10 copay	Up to \$130
Lenticular	\$10 copay	Up to \$130
Progressive - Standard	\$10 copay	Up to \$78
Progressive - Premium Tier 1 - 3	\$30 - 55 copay	Up to \$100
Progressive - Premium Tier 4	\$10 copay; 20% off retail price less \$120 allowance	Up to \$95
<b>LENS OPTIONS</b>		
Anti Reflective Coating - Standard	\$45	Not covered
Anti Reflective Coating - Premium Tier 1 - 2	\$57 - 68	Not covered
Anti Reflective Coating - Premium Tier 3	20% off retail price	Not covered
Photochromic - Non-Glass	20% off retail price	Not covered
Polycarbonate - Standard	\$40	Not covered
Scratch Coating - Standard Plastic	\$15	Not covered
Tint - Solid and Gradient	\$0 copay	Up to \$5
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
<b>CONTACT LENSES</b>		
Contacts - Conventional	\$0 copay; 15% off balance over \$150 allowance	Up to \$120
Contacts - Disposable	\$0 copay; 100% of balance over \$150 allowance	Up to \$120
Contacts - Medically Necessary	\$0 copay; paid in full	Up to \$300
<b>OTHER</b>		
Hearing Care from Amplifon Network	Up to 66% off hearing aids; call 1.877.203.0675	Not covered
LASIK or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
<b>FREQUENCY</b>	<b>ALLOWED FREQUENCY - ADULTS</b>	<b>ALLOWED FREQUENCY - KIDS</b>
Exam	Once every 12 months from the date of service	Once every 12 months from the date of service
Frame	Once every 12 months from the date of service	Once every 12 months from the date of service
Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service
Contact Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service

(Plan allows member to receive either contacts and frame, or frames and lens services.)



# 40% OFF

additional complete pair of prescription eyeglasses

# 20% OFF

non-covered items, including non-prescription sunglasses

### Find an eye doctor (Select Network)

- 866.299.1358
- eyemed.com
- EyeMed Members App
- For LASIK, call 1.800.988.4221

### Heads Up

You may have additional benefits.

Log into [eyemed.com/member](https://www.eyemed.com/member) to see all plans included with your benefits.

Find out more about our in-house Vision Supplement Benefit (VSB) that is in addition to the benefits described above at <https://www.hwtf.org/vision>

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866.939.3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see online provider locator to determine which participating providers have agreed to the discounted rate.

# Ready to live your best EyeMed life?

There's so much more to your vision benefits than copays and coverage. Get ready to see the good stuff for yourself.

## Your network is the place to start

See who you want, when you want. You have thousands of providers to choose from – independent eye doctors, your favorite retail stores, even online options.

## Keep your eyes open for extra discounts\*

Members already save an average 76% off retail using their EyeMed benefits,<sup>1</sup> but our long list of special offers takes benefits even further.

## Remember, you're never alone

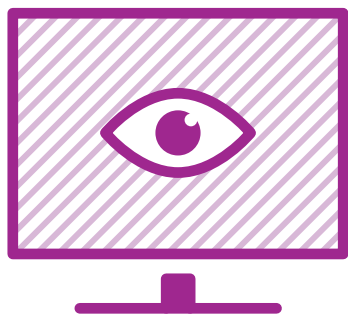
We're always here to help you use your benefits like a pro. Stay in-the-know with text alerts or healthy vision resources from the experts. If it can make benefits easier for you, we do it.

\* Discounts are not insurance. Available at participating providers.

<sup>1</sup> Based on weighted average of sample transactions: EyeMed Insight network/\$10 exam copay/\$10 materials copay/\$150 frame or contact lens allowance. 2021 EyeMed Commercial BOB stats.



eye  
Med



## Create a member account at [eyemed.com/member](https://eyemed.com/member)

Everything is right there in one spot. Check claims and benefits, see special offers, estimate costs and find an eye doctor – search for one with the hours, location and brands you want. For maximum mobility, try the EyeMed App (Google Play or App Store).

This information is available broadly and is not plan or state specific.

PDF-2301-M-651

INDEPENDENT  
PROVIDER  
NETWORK



LENSCRAFTERS®

PEARLE  
VISION

OPTICAL®



# UAW/UMass Health & Welfare Trust Fund

## EyeMed Vision Care Diabetic Product



### What healthy habits look like

Diabetes and eye wellness are linked by healthy choices. Full of advice from vision experts, [eyesiteonwellness.com](http://eyesiteonwellness.com) is a collection of videos, quizzes, articles, recipes and tools to help you make those choices.

### SUMMARY OF BENEFITS

DIABETIC CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
For Type 1 or Type 2 Diabetes with Diabetic Retinopathy		
Medical Follow Up Eye Examination	\$0 copay	Up to \$77
Fundus Photography Examination	\$0 copay	Up to \$50
Extended Ophthalmoscopy (initial and subsequent)	\$0 copay	Up to \$15
Gonioscopy	\$0 copay	Up to \$15
Scanning Laser	\$0 copay	Up to \$33
Benefit Frequency: All Diabetic Care Services are covered once every 6 months*		

### DEFINITIONS

**Medical Follow-Up Examination** means an office visit for diabetic vision care after the initial Comprehensive Eye Examination.

Some or all of the diagnostic services described below will be provided as deemed appropriate, subject to provider determination and the benefit frequency limitations referenced above. More comprehensive descriptions of these services are available in the Certificate of Insurance.

**Fundus Photography Examination** means photographing portion(s) of or the complete retina surface and structures, with interpretation and report. (\*The Fundus Photography Examination is not covered if an Extended Ophthalmoscopy was provided within the previous six-month period.)

**Extended Ophthalmoscopy** means an examination of the interior of the eye, focusing on the posterior segment of the eye, including the lens, retina, and optic nerve, by direct or indirect ophthalmoscopy, and includes a retinal drawing with interpretation and report. (\*The Extended Ophthalmoscopy is not covered if Fundus Photography Examination was provided within the previous six-month period.)

**Gonioscopy** means an eye examination of the front part of the eye (anterior chamber) to check the angle where the iris meets the cornea with a gonioscope or with a contact prism lens.

**Scanning Laser** means a computerized ophthalmic diagnostic imaging, posterior segment, with interpretation.

### EXCLUSIONS

In addition To the Exclusions In the Policy/Certificate, no benefits are payable For services connected With Or charges arising from any Vision Materials; orthoptic Or vision training, subnormal vision aids And any associated supplemental testing; medical, pathological And/Or surgical treatment Of the eye, eyes Or supporting structures; any Vision Examination required by a Policyholder As a condition Of employment; Or services, supplies, prescription medication Or treatment For diabetes, except As specifically included.

R-03080



# Benefits of PHWP

## Wellness Reimbursement

### **Wellness Reimbursement Benefits**

Eligible Postdoc employees can be reimbursed for up to \$150 per plan year towards expenses for wellness and fitness. The eligible employee's receipts are eligible as are the expenses of family members who are enrolled on the employee's dental and/or vision plans. Family members don't receive their own \$150 reimbursement benefit, but instead share the total \$150 benefit with the eligible employee.

The wellness reimbursement application is accessed through the same online enrollment process as the dental & vision plans, except that you must include a copy of a valid receipt demonstrating your payment of membership fees/fees/tuition to a gym, physical fitness institution or organization. This benefit follows the same plan year of September 1-August 31 of each year. If you are eligible for dental & vision benefits, you are eligible for a maximum reimbursement of \$150 per plan year.

Reimbursements are made for receipts dated during our plan year, 8/1 to 7/31 of each year. If you pay on a monthly basis, charges dated after 8/1 are eligible. If you purchase semester or yearly plans, the period of the receipt must include a majority of the plan year to be eligible (i.e. though dated in August, UMass Fall 2025 gym receipts are eligible; receipts for the previous summer are not).

# Benefits of PHWP

## Wellness

## Reimbursement (cont.)

### Wellness Reimbursement: Eligible Wellness Activities

Eligible activities & equipment support fitness, well-being, stress reduction, and physical exercise.

- gym memberships
- yoga, dance, aerobics and martial arts classes
- golf and ski fees, marathon, road race and endurance course fees, swim fees, intramural sport fees, tennis/squash court fees and ice rental fees for related sport.
- Weight loss programs, workout program DVDs
- personal fitness coaching
- fitness tracking devices (all brands, excludes accessories and only 1 per person/plan year), fitness and personal training apps
- mental health apps and out-of-pocket mental health costs, not covered by insurance
- nutritionist, chiropractic and physical therapy visit costs not covered by insurance
- program fees for UMass Cojourn
- state & national park passes and camping fees
- weights, dumbbells, resistance bands, yoga mats and blocks
- treadmills, ellipticals, rowing machines
- sport equipment like balls and rackets
- camping and backpacking equipment, skis, snowshoes
- ergonomic desks and chairs
- face masks and other PPE
- therapeutic massage
- durable medical equipment
- gender affirming items not covered by insurance
- sleep aids (sound machines, weighted blankets, orthopedic pillows)
- office lighting to reduce eye strain or to assist with seasonal affective disorder
- programs/classes that support new parents (prenatal yoga, Lamaze, parenting skills, breastfeeding classes, doula fees)
- electric toothbrushes, waterpics and other ADA recommended devices
- subscription fees/copays to health organizations offering reproductive, fertility & midlife/menopause related services
- prescription swim goggles
- mobility aids
- adaptive sport/outdoors programs for those with disabilities
- stress management devices & wearables
- headphones/earbuds
- smoking cessation programs
- financial planning, counseling & education with a certified professional

Final approval is per the decision of the Trustees.

# Benefits of PHWP **Wellness Reimbursement (cont.)**

## **Eligible Wellness Activities (continued)**

Both on campus and off-campus programs are eligible. Yearly membership fees, monthly service fees, locker fees and on-site equipment rentals required for the activity are eligible; late fees are not.

Activities & items that aren't eligible include: general medical & pharmacy costs (unless specifically named as eligible above), out-of-pocket dental and vision costs, spa treatments, cosmetic procedures, tips, facials, food, vitamins and supplements, clothing and shoes that are not specifically required to do an eligible sport or activity (i.e. rock climbing shoes or a ballet leotard would be eligible) and receipts from anyone other than a spouse or child actively enrolled on your benefit plans.

## **Wellness Reimbursement: Special Circumstances**

Individuals who have special medical or disability needs and have requests that certain adaptive programs be deemed eligible may submit requests on a case by case basis. Documentation supporting the request must be provided and need not disclose personal information. A letter from a medical professional stating that the adaptive program or item would benefit you is all that is required. Final approval is per the decision of the Trustees.

# Benefits of PHWP **Wellness Reimbursement (cont.)**

## **Pre-Paid Memberships**

For the 2025-26 plan year, the Trust Fund will offer a limited quantity of pre-paid, 4-month gym memberships at Central Rock Gym (CRG) in Hadley, MA, 5-packs of 30 minutes massages at The Healing ZONE (THZ) in Hadley, MA, 20-class yoga cards for Cadence Yoga in Sunderland, MA and \$240 gift cards for Adventure East (AE) in Sunderland, MA. Prepaid memberships are awarded on a first-come, first-served basis to an eligible Postdoc employee who has completed the online benefits application and completed the separate Prepaid User Waiver Agreement which can be found on your dashboard at <https://portal.hwtf.org/>

# Benefits of PHWP Wellness Reimbursement (cont.)

## **Pre-Paid Daily Burn Subscriptions**

For the 2025-26 plan year, The Trust Fund is offering prepaid 12-month subscriptions to the online fitness platform, Daily Burn. These subscriptions are limited and are available on a first- come first-served basis. Daily Burn subscriptions are separate from the wellness reimbursement and do not count against the reimbursement you are otherwise eligible for. Daily Burn subscriptions may be claimed on the dashboard of your Trust Fund benefits account at [portal.hwtf.org/login](https://portal.hwtf.org/login).

## **Calm Subscriptions**

Eligible employees can access Calm, an app for meditation, sleep and relaxation, for free. Each subscription is 12 months long and subscriptions may be claimed on the dashboard of your Trust Fund benefits account at [portal.hwtf.org/login](https://portal.hwtf.org/login), where you will find a code to be used on the Calm website.

## **How & When You'll Receive a Wellness Reimbursement**

We use the electronic payment processor, Checkbook. Checkbook will email you a check with instructions for deposit into your bank account. Reimbursement generally takes 4 to 6 weeks from the date you submit your receipts.

# Benefits of PHWP **Wellness Reimbursement (cont.)**



## **How to Submit Your Wellness Receipt**

Even if you are declining dental & vision benefits, you still need to submit an application using our enrollment portal at [portal.hwtf.org/login](https://portal.hwtf.org/login) in order to access the wellness reimbursement.

Once you complete the application, submit your receipt by uploading it with your application into our system or providing it by email.

The Trust Fund is unable to issue a wellness reimbursement without an electronically signed application on file for you.

# Benefits of PHWP Childcare Reimbursement

## **Childcare Reimbursement Benefit**

The Trust Fund will distribute approx. \$90,000 during the 2025-26 plan year in reimbursements across eligible Postdoc employees for their costs for on or off-campus licensed childcare.

## **Eligibility for the Childcare Reimbursement**

To be eligible you must be:

To be eligible you must be

- working in a University of Massachusetts Amherst PRO Unit position that is at least a 50% FTE and
- use licensed or otherwise eligible childcare

Trust Fund Trustees reserve the right to ultimately determine eligibility. Eligible childcare includes:

- state-licensed (or equivalent) infant, toddler, or preschool care in center-based and group home-based settings
- before and after school-based care
- summer camp
- organizational/center-based extracurricular activities (i.e. excludes private lessons)
- Family, Friends and Neighbor (FFN) informal care when needed by the family due to one of the criteria below
- Tutoring, homework assistance and online instructional programming costs for school-aged children

# Benefits of PHWP Childcare Reimbursement (cont.)

## **How we Distribute Childcare Reimbursement Funds**

The Trust Fund sorts eligible applicants by family size & income according to a modified version of the MA EEC Financial Assistance Parent Co-Payment Table that can be found at [hwtf.org/family](http://hwtf.org/family).

The Trust Fund relies on the most recent year's federal tax returns for all adults in your family to establish your adjusted gross income and we rely on actual receipts to establish your childcare cost. If a recent tax return is not available, due to a filed extension or no history of tax filings, the Trust Fund utilizes documentation from UMass HR, an income certification form, or the previous year's return with proof of an IRS tax filing extension.

The most recent year's tax return is assumed to be the return due by April 15 of the current year; if applying during spring, either the previous year's return or an early return filed in advance of the April 15th deadline is acceptable; during the summer, the most recent year's tax return is assumed to be the return due by April 15 of the current year.

# Benefits of PHWP Childcare Reimbursement (cont.)

## **How We Distribute Childcare Funds (continued)**

The Trust Fund's first priority is to provide the highest possible reimbursement of childcare expenses to applicants who fall in the lowest income levels (levels 1-11 on the Parent Co-Payment Table). The Trust Fund then applies any remaining funds across applicants with incomes higher than level 11, again prioritizing funding those from lowest to highest income.

The Trust Fund crosschecks receipts provided for care at the Center for Early Education and Care (CEEC) with CEEC records from the same period. In addition, the Trust Fund receives information from the Graduate Student Senate (GSS) and the CCAMPIS grant administrator for childcare awards families receive from GSS, Student Affairs or CCAMPIS for the same period and reduces reported costs accordingly. If an applicant family has received a GEO childcare subsidy for the same period, this will likewise reduce the possible reimbursement.

# Benefits of PHWP Childcare Reimbursement (cont.)

## **How we Distribute Childcare Funds (continued)**

The Trust Fund first asks applicants to complete a childcare planning document to provide estimates for their expected care for the plan year. The Trust Fund will accept receipts & estimates for months for which receipts are not yet available. On that basis, trustees review and approve a proposed payment amount for the period. Receipts will be accepted on a rolling basis, and payments distributed as receipts are provided by applicants. If provided receipts do not match earlier estimates, the reimbursement payout will be adjusted accordingly.

Additional guidelines:

Eligible FFN providers must not be a permanent resident of the applicant's household or be part of their immediate family (child or spouse)

Significant changes in income (job loss, divorce, death in the family) can be documented and used to adjust the last tax return's adjusted gross income.

# Benefits of PHWP Childcare Reimbursement (cont.)

## **How we Distribute Childcare Funds (continued)**

The Trust Fund can't guarantee that any applicant will receive funds, nor can the Trust Fund guarantee any particular reimbursement levels for any particular income bracket. There's a finite pool of money and no way to predict how many eligible applicants will apply during each period. The Trust Fund strives to reimburse applicants at the highest level possible with a priority toward funding those at the lowest income level first. Reimbursement is usually within 6 weeks of the application deadline, via personal check.

## **Maximum Annual Reimbursement**

There is a \$6,000 per child (for whom receipts are submitted) annual cap on the amount a family can be reimbursed. Of that amount, only up to \$3000 per child (for whom receipts are submitted) may be reimbursed for informal FFN care.

# Benefits of PHWP Childcare Reimbursement (cont.)

## **Deadlines for the Childcare Reimbursement**

The Trust Fund uses the following submission timeframes:

- Deadline to submit fall childcare receipts (Aug-Dec) is December 31st annually.
- Deadline to submit spring childcare receipts (Jan-May receipts) is May 31st annually.
- Deadline to submit summer childcare receipts (June-July receipts) is July 31st annually.

## **Further Notes on Provider Eligibility**

You can find out if your provider is licensed at [www.eec.state.ma.us/ChildCareSearch/EarlyEduMap.aspx](http://www.eec.state.ma.us/ChildCareSearch/EarlyEduMap.aspx)

Although please check with your provider as well, as some are exempt under the EEC guidelines.

## **How to Apply**

The application is part of the Trust Fund's regular online benefits application, available at [portal.hwtf.org/login](http://portal.hwtf.org/login) if you've enrolled for dental & vision, log in to your existing application, following prompts for the childcare section only. If you are new to our system, you can start a new application.

# Benefits of PHWP Childcare Reimbursement (cont.)

## **Outschool Benefit**

The Trust Fund will Outschool classes gift cards to families with children through high school age up to \$250 per child per plan year. No online classes other than Outschool will be honored in this way. This reimbursement is separate from the general childcare reimbursement. Outschool gift cards can be requested by eligible families at [www.hwtf.org/family](http://www.hwtf.org/family).

Income Ranking Chart						
<a href="#">based on and adapted from the EEC Parent Co-Payment Chart</a>						
How to Use this Chart						
Step 1: Find your family's adjusted gross income (AGI) on your most recent Federal Tax Return(s) (usually line 11) .						
Step 2: Divide your AGI by 12 months and locate that amount in the column corresponding to your family size below.						
Step 3: Move to the right from your monthly gross income to the corresponding fee level						
Step 4: Find your family's fee level on the charts of recent reimbursement levels below to see what similar families have received in previous rounds of reimbursement.						
<i>*we cannot make guarantees about what reimbursement amount you will receive in the future because that is based on a number of variables including the number of families who apply during each round and their total childcare costs, which do fluctuate.</i>						
Once you submit a complete childcare reimbursement application, we'll email you with the percentage reimbursement amount you can expect to receive.						
Family of Two	Family Of Three	Family of Four	Family of Five	Family of Six	Family of Seven	Income Level
\$0 - \$971	\$0 - \$1180	\$0 - \$1421	\$0 - \$1663	\$0 - \$1905	\$0 - \$2146	Level 1
\$972 - \$1095	\$1181 - \$1260	\$1422 - \$1499	\$1664 - \$1739	\$1906 - \$1980	\$2147 - \$2205	Level 2
\$1096 - \$1219	\$1261 - \$1340	\$1500 - \$1575	\$1740 - \$1825	\$1981 - \$2080	\$2206 - \$2315	Level 3
\$1220 - \$1380	\$1341 - \$1420	\$1576 - \$1675	\$1826 - \$1900	\$2081 - \$2180	\$2316 - \$2550	Level 4
\$1381 - \$1457	\$1421 - \$1529	\$1676 - \$1799	\$1901 - \$2087	\$2181 - \$2380	\$2551 - \$2675	Level 5
\$1458 - \$1540	\$1530 - \$1675	\$1800 - \$1900	\$2088 - \$2150	\$2381 - \$2500	\$2676 - \$2800	Level 6
\$1541 - \$1634	\$1676 - \$1760	\$1901 - \$2000	\$2151 - \$2260	\$2501 - \$2650	\$2801 - \$2900	Level 7
\$1635 - \$1725	\$1761 - \$1850	\$2001 - \$2175	\$2261 - \$2435	\$2651 - \$2800	\$2901 - \$3000	Level 8
\$1726 - \$1843	\$1851 - \$1931	\$2176 - \$2250	\$2436 - \$2550	\$2801 - \$3000	\$3001 - \$3100	Level 9
\$1844 - \$1986	\$1932 - \$2414	\$2251 - \$2874	\$2551 - \$3333	\$3001 - \$3793	\$3101 - \$3879	Level 10
\$1987 - \$2186	\$2415 - \$2476	\$2875 - \$3130	\$3334 - \$3550	\$3794 - \$3900	\$3880 - \$4030	Level 11
\$2187 - \$2286	\$2477 - \$2676	\$3131 - \$3340	\$3551 - \$3800	\$3901 - \$4000	\$4031 - \$4132	Level 12
\$2287 - \$2429	\$2677 - \$2876	\$3341 - \$3550	\$3801 - \$4100	\$4001 - \$4199	\$4133 - \$4350	Level 13
\$2430 - \$2573	\$2877 - \$3076	\$3551 - \$3760	\$4101 - \$4363	\$4200 - \$4500	\$4351 - \$4700	Level 14
\$2574 - \$2717	\$3077 - \$3277	\$3761 - \$3970	\$4364 - \$4607	\$4501 - \$4966	\$4701 - \$4998	Level 15
\$2718 - \$2860	\$3278 - \$3477	\$3971 - \$4180	\$4608 - \$4851	\$4967 - \$5444	\$4999 - \$5549	Level 16
\$2861 - \$3004	\$3478 - \$3677	\$4181 - \$4490	\$4852 - \$5095	\$5445 - \$5939	\$5550 - \$6074	Level 17
\$3005 - \$3132	\$3678 - \$3869	\$4491 - \$4606	\$5096 - \$5342	\$5940 - \$6079	\$6075 - \$6217	Level 18
\$3133 - \$3322	\$3870 - \$4104	\$4607 - \$4885	\$5343 - \$5667	\$6080 - \$6433	\$6218 - \$6595	Level 19
\$3323 - \$3410	\$4105 - \$4210	\$4886 - \$5012	\$5668 - \$5812	\$6434 - \$6615	\$6596 - \$6765	Level 20
\$3411 - \$3549	\$4211 - \$4380	\$5013 - \$5214	\$5813 - \$6047	\$6616 - \$6883	\$6766 - \$7039	Level 21
\$3550 - \$3685	\$4381 - \$4551	\$5215 - \$5418	\$6048 - \$6285	\$6884 - \$7153	\$7040 - \$7314	Level 22
\$3686 - \$3908	\$4552 - \$4828	\$5419 - \$5747	\$6286 - \$6666	\$7154 - \$7586	\$7315 - \$7758	Level 23
\$3909 - \$4885	\$4829 - \$6035	\$5748 - \$7184	\$6667 - \$8333	\$7587 - \$9483	\$7759 - \$9698	Level 24
\$4886 - \$5150	\$6036 - \$6325	\$7185 - \$7550	\$8334 - \$8750	\$9484 - \$9950	\$9699 - \$10,300	Level 25
\$5151 - \$5400	\$6326 - \$6625	\$7551 - \$7900	\$8751 - \$9200	\$9951 - \$10400	\$10,301 - \$10,750	Level 26
\$5401 - \$5650	\$6626 - \$6925	\$7901 - \$8250	\$9201 - \$9550	\$10,401 - \$10,950	\$10,751 - \$11,150	Level 27
\$5651 - \$11697	\$6925 - \$14,449	\$8251 - \$17201	\$9551 - \$19,955	\$10,951 - \$22,705	\$11,151 - \$23,221	Level 28
\$11,698 and above	\$14,450 and above	\$17,202 and above	\$19,956 and above	\$22,706 and above	\$23,222 and above	200% of Level 28

# Benefits of PHWP

## MetLife Legal

### **Optional MetLife Prepaid Legal Benefit**

Eligible Postdocs who have submitted a benefits application can opt into the MetLife prepaid group legal plan at no cost.

MetLife Legal can save employees hundreds of dollars in attorney fees for common legal services like these (see attached for benefit definitions):

- Estate planning documents, including Wills and Trusts
- Real estate matters
- Identity theft defense
- Financial matters, such as debt-collection defense
- Traffic offenses
- Document review
- Family Law, including adoption and name change
- Advice and consultation on personal legal matters

### **How to Apply for the MetLife Legal Benefit**

This is a section of the regular online enrollment portal at [portal.hwtf.org/login](https://portal.hwtf.org/login)

# Benefits of PHWP MetLife Legal (cont.)

## **Using the MetLaw Benefit**

You can go to [www.legalplans.com](http://www.legalplans.com) to learn about the plan and to log in and you can also search for attorneys at [www.members.legalplans.com/Home](http://www.members.legalplans.com/Home). Enrollees are free to use an attorney outside the network; when your legal matter has concluded you can contact the Client Service Center (800-821-6400) to apply for fee reimbursement up to set dollar limits. A schedule of these limits is attached.

## **Portability of the MetLife Legal Plan**

If you wish to continue your legal plan benefit after retiring or terminating employment, MetLife may allow you continue on as a legal plan member for 12 months through a portable plan. To apply for portable enrollment: Call the Client Service Center at (800) 821-6400, Monday-Friday (8am - 8pm ET) to enroll in your portable plan. A Client Service Center Representative will assist you in the enrollment process. You must enroll within 30 days of your last day of employment. Enrollment is prepaid via remittance of a lump sum payment equal to the legal plan's monthly rate times 12 months.

# MetLife Legal Plans Fact Sheet

## UAW UMass Health & Welfare Trust Fund

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### How To Get Legal Services

To use your Legal Plan, create an account online at [www.members.legalplans.com](http://www.members.legalplans.com) or call MetLife Legal Plans' Client Service Center at 1-800-821-6400.

Employees enrolled in the plan must remain in the plan for the benefit plan year.

If you call the Client Service Center, the Client Service Representative will:

- Verify your eligibility
- Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage)
- Give you the telephone number of the Plan Attorney most convenient to you OR schedule an appointment for you with an attorney; and
- Answer any questions you have about your Legal Plan.

Then you can call the Plan Attorney and identify yourself as a legal Plan Member referred to them by MetLife Legal Plans. You should request an appointment for a consultation. You should be prepared to provide the name of the legal plan you belong to and the type of legal matter you are calling about. You may choose to work with an out-of-network attorney. In a few areas, where there are no Participating Law Firms, you will be asked to select your own attorney. In both circumstances, MetLife Legal Plans will reimburse you for these non-Plan attorneys' fees based on a set fee schedule. To obtain a fee schedule, call our Client Service Center.

### What Services Are Covered

You and your eligible dependents are entitled to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions that must be met. Please take time to read the description of benefits carefully. All benefits are available to you and your spouse and dependents, who are referred to below as Participant(s), unless otherwise noted or you are enrolled in a Single or Employee Only plan.

### Advice And Consultation

#### Office Consultation And Telephone Advice

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the Plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

## **Consumer Protection**

### **Consumer Protection Matters**

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

### **Small Claims Assistance**

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### **Personal Property Protection**

This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

## **Debt Matters**

### **Debt Collection Defense**

This service provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third party claims; bankruptcy; any action arising out of family law matters, including support and post-decree issues; or any matter where the creditor is affiliated with the Sponsor or Employer.

### **Personal Bankruptcy Or Wage Earner Plan**

This service covers the Plan Member and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Sponsor or Employer, even if the Plan Member or spouse chooses to reaffirm that specific debt.

### **Tax Audits**

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

### **Identity Theft Defense**

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter, cross or third party claims; bankruptcy; any action arising out of family law matters, including support and post-decree issues; or any matter where the creditor is affiliated with the Sponsor or Employer.

### **Identity Restoration Services**

Identity restoration services from U.S. - based Restoration Specialists are available via click or call to support you and your family. If you are a victim of fraud, White Glove Resolution Specialists will work with you to navigate bureaus and government institutions and to resolve your fraud incident quickly. Whether you lose your wallet or learn your personal information has been breached, experienced agents will take care of all the heavy lifting to make sure your identity is restored and your information is secure.

## **Defense Of Civil Lawsuits**

### **Administrative Hearing Representation**

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

### **Incompetency Defense**

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

### **Civil Litigation Defense**

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

## **Document Preparation**

### **Affidavits**

This service covers preparation of any affidavit in which the Participant is the person making the statement.

### **Deeds**

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

### **Demand Letters**

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

### **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

### **Elder Law Matters**

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant of the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

### **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

### **Promissory Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

## **Family Law**

### **Adoption And Legitimization (Contested And Uncontested)**

This service covers all legal services and court work in a state or federal court for an adoption for the Plan Member and spouse. Legitimization of a child for the Plan Member and spouse, including reformation of a birth certificate, is also covered.

### **Guardianship Or Conservatorship (Contested And Uncontested)**

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Plan Member or spouse is being appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, any annual accountings after the initial accounting, or terminating the guardianship or conservatorship once it has been established.

### **Name Change**

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

### **Prenuptial Agreement**

This service covers representation of the Plan Member and includes the negotiation, preparation, review and execution of a Prenuptial Agreement between the Plan Member and his or her fiancé/partner prior to their marriage or legal union (where allowed by law). It does not include subsequent litigation arising out of a prenuptial agreement. The fiancé/partner must either have separate counsel or waive his/her right to representation.

### **Protection From Domestic Violence**

This service covers the Plan Member only, not the spouse or dependents, as the victim of domestic violence. It provides the Plan Member with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

## **Immigration**

### **Immigration Assistance**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## **Personal Injury**

### **Personal Injury (25% Network Maximum)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## **Real Estate Matters**

### **Boundary Or Title Disputes**

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

### **Eviction And Tenant Problems (Tenant Only)**

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### **Home Equity Loans**

This service covers the review or preparation of a home equity loan on the Participant's residence.

### **Property Tax Assessment**

This service covers the Participant for review and advice on a property tax assessment on the Participant's residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

### **Refinancing Of Residence**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a property that is held for any rental, business, investment or income purpose.

### **Sale Or Purchase Of Residence**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's residence or of a vacant property to be used for building a residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a rental property, property held for business or investment or leases with an option to buy.

### **Zoning Applications**

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

### **Security Deposit Assistance (Tenant Only)**

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. This service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

## **Traffic And Criminal Matters**

### **Juvenile Court Defense**

This service covers the defense of Plan Member and/or Spouse and their dependent child in any juvenile court matter, provided there is no conflict of interest between the Plan Member and the dependent child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Plan Member only, including services for Parental Responsibility.

### **Restoration Of Driving Privileges**

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

### **Traffic Ticket Defense (No Dui)**

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

## **Will And Estate Matters**

### **Trusts**

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

### **Advanced Healthcare Directive**

This service covers the preparation of a living will for the Participant.

### **Powers Of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

### **Probate (10% Network Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

### **Wills And Codicils**

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

## Miscellaneous

### Attorney Services For Non-Covered Matters- 4 Hours

For non-covered matters that are not otherwise excluded, this benefit provides four hours of attorney time and services per year. The Participant is responsible to pay fees beyond the 4 hours. No more than a combined maximum total of four hours of attorney time and service are provided for the member.

## Exclusions

Excluded services are those legal services that are not provided under the plan. No services, not even a consultation, can be provided for the following matters:

- Employment-related matters, including company or statutory benefits
- Matters involving the company, MetLife and affiliates, and Plan Attorneys
- Matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents
- Appeals and class actions
- Farm matters, business or investment matters, matters involving property held for investment or rental, or issues when the Participant is the landlord
- Patent, trademark and copyright matters
- Costs or fines
- Frivolous or unethical matters
- Matters for which an attorney-client relationship exists prior to the Participant becoming eligible for plan benefits

IF YOU HAVE ANY QUESTIONS, PLEASE VISIT OUR WEBSITE AT [WWW.LEGALPLANS.COM](http://WWW.LEGALPLANS.COM) OR CALL METLIFE LEGAL PLANS AT 1-800-821-6400.

# Benefit Definitions & Reimbursements

Advice and Consultation	In-Network	Out-of-Network
<b>Office Consultation:</b> This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The plan attorney will explain the participant's rights, point out his or her options and recommend a course of action. The plan attorney will identify any further coverage available under the plan, and will undertake representation if the participant so requests. If representation is covered by the plan, the participant will not be charged for the plan attorney's services. If representation is recommended, but is not covered by the plan, the plan attorney will provide a written fee statement in advance. The participant may choose whether to retain the plan attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a participant may use this service, although it is not intended to provide the participant with continuing access to a plan attorney in order to undertake his or her own representation.	Fully Covered	\$70
<b>Telephone Advice</b> (see Office Consultation definition)	Fully Covered	\$70
Consumer Protection Matters	In-Network	Out-of-Network
<b>Consumer Protection Matters:</b> This service covers the participant as plaintiff for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.		
• Correspondence and Negotiation	Fully Covered	\$500
• Filing of Suit, Ending in Settlement or Judgment	Fully Covered	\$2,000
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Personal Property Protection:</b> This service covers counseling the participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.	Fully Covered	\$125
<b>Small Claims Assistance:</b> This service covers counseling the participant on prosecuting a small claims action; helping the participant prepare documents; advising the participant on evidence, documentation and witnesses; and preparing the participant for trial. The service does not include the plan attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.	Fully Covered	\$200
Defense of Civil Lawsuits	In-Network	Out-of-Network
<b>Administrative Hearing Representation:</b> This service covers participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse government action. It does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.		
• Negotiation and Settlement	Fully Covered	\$500
• Contested Hearings Ending in Settlement or Judgment	Fully Covered	\$1,800
• Plus Trial Supplement for Out-of-Network Service*		\$100,000

## Benefit Definitions & Reimbursements (Continued)

<b>Civil Litigation Defense:</b> This service covers the participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counter, third party or cross claims.		
• Negotiation and Settlement	Fully Covered	\$650
• Filing Answer, Litigation Ending in Settlement or Judgment	Fully Covered	\$2,000
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Incompetency Defense:</b> This service covers the participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the participant incompetent.		
• Negotiation and Settlement	Fully Covered	\$500
• Trial	Fully Covered	\$1,800
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Document Preparation and Review</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Affidavits:</b> This service covers preparation of any affidavit in which the participant is the person making the statement.	Fully Covered	\$75
<b>Deeds:</b> This service covers the preparation of any deed for which the participant is either the grantor or grantee.	Fully Covered	\$100
<b>Demand Letters:</b> This service covers the preparation of letters that demand money, property or some other property interest of the participant, except an interest that is an excluded service. It also covers mailing them to the addressee, and forwarding and explaining any response to the participant.	Fully Covered	\$75
<b>Document Review:</b> This service covers the review of any personal legal document of the participant, such as letters, leases or purchase agreements.	Fully Covered	\$100
<b>Elder Law Matters:</b> This service covers counseling the participant over the phone or in the office on any personal issues relating to the participant's parents as they affect the participant. The service includes reviewing documents of the parents to advise the participant on the effect on the participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the participant is either the grantor or grantee, and preparing promissory notes involving the parents when the participant is the payor or payee.	Fully Covered	\$140
<b>Mortgages:</b> This service covers the preparation of any mortgage or deed of trust for which the participant is the mortgagor.	Fully Covered	\$70
<b>Promissory Notes:</b> This service covers the preparation of any promissory note for which the participant is the payor or payee.	Fully Covered	\$70
<b>Estate Planning Documents</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Living Wills:</b> This service covers the preparation of a living will for the participant.		
• Individual	Fully Covered	\$75
• Member and Spouse	Fully Covered	\$80
<b>Powers of Attorney:</b> This service covers the preparation of any power of attorney when the participant is granting the power.		
• Individual	Fully Covered	\$65
• Member and Spouse	Fully Covered	\$75
<b>Trusts:</b> This service covers the preparation of revocable and irrevocable living trusts for the participant. It does not include tax planning or services associated with funding the trust after it is created.		
• Individual	Fully Covered	\$325
• Member and Spouse	Fully Covered	\$450

## Benefit Definitions & Reimbursements (Continued)

<b>Wills and Codicils (Including Simple Support Trust for Minor Children):</b> This service covers the preparation of a simple or complex will for the participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.		
• Individual	Fully Covered	\$150
• Member and Spouse	Fully Covered	\$200
<b>Family Law</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Adoption and Legitimization:</b> This service covers all legal services and court work in a state or federal court for an adoption for the plan member and spouse. Legitimization of a child for the plan member and spouse, including reformation of a birth certificate, is also covered.		
• Uncontested	Fully Covered	\$650
• Contested	Fully Covered	\$1,500
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Guardianship or Conservatorship:</b> This service covers establishing a guardianship or conservatorship over a person and his or her estate when the plan member or spouse is being appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, any annual accountings after the initial accounting, or terminating the guardianship or conservatorship once it has been established.		
• Uncontested	Fully Covered	\$650
• Contested	Fully Covered	\$1,500
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Name Change:</b> This service covers the participant for all necessary pleadings and court hearings for a legal name change.	Fully Covered	\$400
<b>Prenuptial Agreement:</b> This service covers representation of the participant and includes the negotiation, preparation, review and execution of a prenuptial agreement between the participant and his or her fiancé/partner prior to their marriage or legal union (where allowed by law). It does not include subsequent litigation arising out of a prenuptial agreement. The fiancé/partner must either have separate counsel or waive his/her right to representation.	Fully Covered	\$750
<b>Protection from Domestic Violence:</b> This service covers the participant only, not the spouse or dependents, as the victim of domestic violence. It provides the participant with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action or representation for the offender.	Fully Covered	\$425
<b>Financial Matters</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Debt Collection Defense:</b> This benefit provides participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third party claims, bankruptcy, any action arising out of family law matters including support and post decree issues or any matter where the creditor is affiliated with the sponsor or employer.		
<b>Debt Collection Defense (Consumer Debts)</b>		
• Negotiation and Settlement	Fully Covered	\$350
• Negotiation and Settlement after Complaint and Answer Filed	Fully Covered	\$600
• Trial	Fully Covered	\$1,050
• Plus Trial Supplement for Out-of-Network Service*		\$100,000

## Benefit Definitions & Reimbursements (Continued)

<b>Debt Collection Defense (Foreclosures)</b>		
• Negotiation	Fully Covered	\$500
• Complaint and Answer Filed, Settlement Negotiations	Fully Covered	\$850
• Trial	Fully Covered	\$1,500
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Identity Theft Defense:</b> This service provides the participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the participant with online help and information about identity theft and prevention. It does not include counter, cross or third party claims, bankruptcy, any action arising out of family law matters, including support and post-decree matters or any matter where the creditor is affiliated with the sponsor or employer.	Fully Covered	\$250
<b>LifeStages Identity Management Services:</b> This benefit provides the Participant with access to LifeStages Identity Management Services provided by Cyberscout, LLC. It includes both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery, and Replacement services are covered by this benefit.	Fully Covered	
<b>Personal Bankruptcy or Wage Earner Plan:</b> This service covers the participant and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the sponsor or employer, even if the participant or spouse chooses to reaffirm that specific debt.		
• Chapter 7 Individual or Member/Spouse	Fully Covered	\$850
• Chapter 13 Individual or Member/Spouse	Fully Covered	\$1,400
<b>Tax Audit Representation:</b> This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the participant's tax return, negotiating with the agency advising the participant on necessary documentation, and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.		
• Negotiation and Settlement	Fully Covered	\$500
• Audit Hearing	Fully Covered	\$1,200
<b>Immigration</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Immigration Assistance:</b> This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the participant prepare for hearings.	Fully Covered	\$500
<b>Juvenile Matters</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Juvenile Court Defense:</b> This service covers the defense of a participant and a participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the participants and the dependent child. In that event, this service provides an attorney for the plan member only including services for Parental Responsibility.		
• Negotiation and Settlement	Fully Covered	\$500
• Trial	Fully Covered	\$1,200
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Personal Injury</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Personal Injury (25% Network Maximum):</b> Subject to applicable law and court rules, plan attorneys will handle personal injury matters (where the participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the participant's responsibility to pay this fee and all costs.		

## Benefit Definitions & Reimbursements (Continued)

Probate	In-Network	Out-of-Network
<b>Probate (10% Network Reduced Fee):</b> Subject to applicable law and court rules, plan attorneys will handle probate matters at a fee of 10% less than the plan attorney's normal fee. It is the participant's responsibility to pay this reduced fee and all costs.		
Real Estate Matters	In-Network	Out-of-Network
<b>Boundary or Title Disputes:</b> This service covers negotiations and litigation arising from boundary or real property title disputes involving a participant's primary residence, where coverage is not available under the participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.		
• Negotiation and Settlement	Fully Covered	\$500
• Trial	Fully Covered	\$1,500
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Eviction and Tenant Problems:</b> This service covers the participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. This service covers matters involving the participant's primary residence only. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.		
• Correspondence and Negotiations	Fully Covered	\$280
• Eviction Trial Defense	Fully Covered	\$840
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Home Equity Loan:</b> This service covers the review or preparation of a home equity loan on the Participant's primary, second or vacation home.	Fully Covered	\$350
<b>Property Tax Assessments:</b> This service covers the Participant for review and advice on a property tax assessment on the Participant's residence. It also includes filing the paperwork, gathering the evidence, negotiating a settlement and attending the hearing necessary to seek a reduction of the assessment.		
• Negotiation and Settlement	Fully Covered	\$270
• File Request for Hearing with Attendance at Hearing	Fully Covered	\$620
• Plus Trial Supplement for Out-of-Network Service*		\$100,000
<b>Refinancing of Home:</b> This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary or secondary residence. It includes the review or preparation of all relevant documents, including the mortgage, deed, and documents pertaining to title, insurance, recordation and taxation. It does not include: services provided by an attorney representing a lending institution or title company; the sale or purchase of a home; or the refinancing of or obtaining a home equity loan on: rental property; or property held for business or investment.	Fully Covered	\$350
<b>Sale or Purchase of Home:</b> This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary or secondary residence or of vacant property to be used for building a primary or secondary residence. It includes the review or preparation of all relevant documents, including the construction documents for a new home, purchase agreement, mortgage, deed and documents pertaining to title, insurance, recordation, and taxation. The service also includes attendance of a Plan Attorney at closing in cities where it is the custom to do so. It does not include: services provided by an attorney representing a lending institution or title company; refinancing a home; home equity loans; or the sale or purchase of: rental property; or property held for business or investment.	Fully Covered	\$500
<b>Security Deposit Assistance (Primary Residence – Tenant only):</b> This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. This service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.		
• Demand Letter/Negotiations	Fully Covered	\$250
• Counseling on Preparing Small Claims Complaint and Trial Preparation	Fully Covered	\$150

## Benefit Definitions & Reimbursements (Continued)

<b>Zoning Applications:</b> This service provides the participant with the services of a lawyer to help get a zoning change or variance for the participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the participant, preparing applications, and preparing for and attending the hearing to change zoning.		
• Preparation of Documentation	Fully Covered	\$250
• Documentation/Attending Hearing	Fully Covered	\$500
<b>Traffic Matters</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Restoration of Driving Privileges:</b> This service covers the participant with representation in proceedings to restore the participant's driving license.	Fully Covered	\$385
<b>Traffic Ticket Defense (No DUI):</b> This service covers representation of the participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under the influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.		
• Plea or Trial at Court	Fully Covered	\$250
• Plea or Trial at Court for serious moving violations resulting in jail time or license suspension	Fully Covered	\$500
• Plus Trial Supplement for Out-of-Network Service*		\$100,000

\* Trial Supplement — In addition to fees indicated, we will pay the attorney's fees for representation in trial beyond the third day of trial up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

**Exclusions:** No service, including advice and consultations, will be provided for 1) employment-related matters, including company or statutory benefits; 2) matters involving the employer, MetLife® and affiliates, and plan attorneys; 3) matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents; 4) appeals and class actions; 5) farm and business matters, including rental issues when the participant is the landlord; 6) patent, trademark and copyright matters; 7) costs and fines; 8) frivolous or unethical matters; 9) matters for which an attorney-client relationship exists prior to the participant becoming eligible for plan benefits. For all other personal legal matters, an advice and consultation benefit is provided. Additional representation is also included for certain matters listed above.

**Get expert guidance for confident decisions**  
**Contact your MetLife representative today.**



# Benefits of PHWP

## MetLife Life Insurance

### **No Cost Basic Term Life Insurance**

Eligible Postdoc employees who work at least 20 hours per week can apply for a \$20,000 individual basic life insurance and accidental death & dismemberment (AD&D) policy at no cost. This policy is portable when you end your Postdoc employment according to the terms established by MetLife. You can opt out of this benefit if you so choose using the enrollment portal at [portal.hwtf.org/login](https://portal.hwtf.org/login). This is the only benefit that requires your SSN. The portal will prompt you to provide your SSN and to name beneficiaries for your policy. If we do not receive a beneficiary information from you, there is a legal sequence of legal spouse, kids, parents, siblings, estate. This sequence would be followed if no beneficiary is designated or if the designated beneficiary is not alive at the time of a claim.

### **OPTIONAL SUPPLEMENTAL LIFE INSURANCE**

Postdocs working at least 20 hours per week can apply to purchase additional, supplementary life insurance at affordable rates through MetLife. This benefit is 100% employee paid. Highlights of the policy include:

- Employee can purchase up to 5 times your salary to a max benefit of \$500,000; Spouses & domestic partners can purchase up to \$100,000; \$10,000 max for children
- Your first \$100,000 of coverage is without medical evidence (\$25,000 for spouse)

# Benefits of PHWP

## MetLife Life Insurance (con't)

- Coverage is portable at group rates when you leave
- Includes free face-to-face will preparation service
- Rates are based on age (see the chart in the following pages)

### **How to apply**

Log in to our enrollment portal at [portal.hwtf.org/login](https://portal.hwtf.org/login) and complete the life insurance portion of the application. Any applicant applying for coverage of \$100,000 or more must also complete and submit Form 2 (Statement of Health Form), which should be mailed directly to MetLife according to the instructions on the form. Form 2 is available at <https://www.hwtf.org/pd-life-insurance>

### **Payment of Premiums for Supplemental Policies**

Premium payments must be paid via credit card or debit card using Stripe's automatic, recurring payment feature. Recurring payments may be ended at any time by either the participant or the Trust Fund.

### **Porting your Life Insurance When you Leave Employment**

You can take your policy with you when you leave UMass—although your rates may change, they will likely be less expensive than a non-group policy. Email [uwdental@umass.edu](mailto:uwdental@umass.edu) right away when you leave employment to receive timely information on porting your life insurance. Information about porting the policy is in the pages that follow.

# How to Apply For PHWP Benefits

## **How to Apply for Benefits**

You must complete the online application form and electronically sign the benefits authorization form before you will be enrolled. The online application is available at [portal.hwtf.org/login](http://portal.hwtf.org/login). If you have any difficulty with the online application, please contact the Director of Benefits at [uwdental@umass.edu](mailto:uwdental@umass.edu) or (413) 200-0423.

The online form will ask for information about you and your family, including:

- Your name;
- Your address;
- Your birth date;
- The names and birth dates of each member of your family you wish to enroll.

The Trust Fund will not be able to process your online enrollment form if you do not electronically sign the benefits authorization form or childcare form, or if you do not include all the information and documents required. That means you will not be eligible to receive benefits.

# How to Apply For PHWP Benefits

## **How to Apply for Benefits**

Your claims will be processed faster and you will receive your benefits more quickly if the Trust Fund has up-to-date information for you and your family.

You must notify the Trust Fund when:

- You move;
- Your email address changes;
- You get married;
- You are divorced or legally separated, or end your domestic partnership; You have a new baby or legally adopt a child;
- Your child reaches age 19;
- A family member covered by the Benefit Fund dies.

If any of these situations occurs, please contact the Director of Benefit Programs at [uwdental@umass.edu](mailto:uwdental@umass.edu) or (413) 200-0423 so that your records can be updated.

# How to Apply For PHWP Benefits

## **Your Benefits Authorization Form**

Electronically signing your benefits authorization form certifies that all information you submit to the UAW/UMass Health & Welfare Trust Fund is true and correct to the best of your knowledge.

By esigning the form, you agree to and understand the following:

- the effective date and termination date of your membership and benefits will be determined by your employer and/or the Trustees of the UAW/UMass Health & Welfare Trust Fund and/or plan sponsor in accordance with the underwriting of any and all vendors employed by the Trust for the purpose of providing benefits;
- the email address and campus mail address you provide to the Trust Fund will be the primary methods used to communicate with you about your benefits;
- you release to the administrative employees and Trustees of the UAW/UMass Health & Welfare Trust Fund, to UAW Local 2322, and to any and all vendors employed by the Trust Fund for the purpose of providing benefits, information necessary to provide you with, and to verify your eligibility for, any and all benefits offered by the Trust Fund (including but not limited to dental, vision, wellness, and childcare assistance).

All information appearing on your online enrollment form is for Trust Fund use only and will not be released to any third party, except where necessary for the administration and operation of the Trust Fund and the provision of your benefits, or where otherwise required by law.

# When Your Coverage Begins

The timing of when you can start receiving benefits from the PHWP is dependent on several factors: when your status as an employee starts, when you complete your application, and the dates of our open enrollment periods.

## **If You Are a New Employee**

New employees should enroll within 30 days of their employment start date to enroll to avoid possible waiting periods and if their application is completed within this period, their coverage start date will mirror their employment start date.

## **If You Are an Existing Employee**

If you missed the 30 day window, contact us—we can attempt to enroll you without waiting periods.

## **Open Enrollment**

When you enroll as a Postdoc, you enroll for the entire term of your employment and do not need to re-enroll each year. If you need to make changes to your plans, you can do so during the annual open enrollment periods (see following page).

# When Your Coverage Begins (cont.)

## **Open Enrollment Periods**

Each year, there are several open enrollment periods during which you can submit a benefits application. For plan year 2025–26, open enrollment occurs according to the following schedule:

- July 15–Sept 15, 2025, for a coverage start date of 8/1/25
- Oct 15–Oct 31, 2025, for a coverage start date of 10/1/25
- Nov 15–Nov 30, 2025 for a coverage start date of 11/1/25
- Jan 15–Jan 31, 2026, for a coverage start date of 1/1/26
- March 15–March 31, 2026, for a coverage start date of 3/1/26
- May 15–May 31, 2026; for a coverage start date of 5/1/26

You must fully complete your application and electronically sign your authorization form in order to meet the enrollment deadlines above.

# When Your Coverage Begins (cont.)

## **If You Return to Work After a Leave**

If you are approved for a Family Medical Leave, the time you are out on the leave will not negatively affect your eligibility for PHWP benefits if you would have been eligible prior to the leave.

You must notify the Trust Fund in writing that you have been approved for an FMLA leave in order to avoid any interruption in your coverage.

## **If You Have Family Coverage**

Coverage for your spouse, partner and/or your children starts at the same time your coverage begins as long as they are eligible to receive benefits and as long as you have completed the family information section of the application, including providing the names and dates of birth of your dependents to the Trust Fund via the application.

# Your PHWP ID Cards

If you are eligible for benefits and have completed the online application, you will first receive an email confirming your eligibility and enrollment. Then, within 10 days of your first date of enrollment you should receive an ID card directly from Altus Dental and EyeMed Vision if you have opted into benefits. You can also download a digital ID by registering at [www.altusdental.com](http://www.altusdental.com) or [eyemed.com](http://eyemed.com)

You will need your unique Altus ID number which can be requested by emailing [uwdental@umass.edu](mailto:uwdental@umass.edu) or by checking your dashboard at [portal.hwtf.org/login](http://portal.hwtf.org/login).

You don't need ID cards to access your coverage. You can simply supply your provider with your name, date of birth and the following group numbers:

Altus Group #: 3001-0001

EyeMed Group #: 9878760

For both the dental and the vision plans, your member ID is made up of your UMass employee ID number +0.

Call the Director of Benefits if you have any problems with your ID cards, including:

- You did not receive your card(s);
- Your card is lost or stolen;
- Your name is not spelled correctly.

# Your PHWP ID Cards (cont.)

## **ID Cards for Dependents and Expired ID Cards**

Altus and EyeMed do not issue ID cards in the names of dependents enrolled on your plan. This is not an indication that they are not covered. Your dependents should use your ID cards and your Member ID numbers and providers should be able to find their enrollment under the main subscriber's enrollment (you).

If you are no longer eligible for benefits, you may not use any ID card from the Trust Fund, regardless of any expiration date that may appear on the card. If you do, you will be personally responsible for all charges. Your ID cards are for use by you and your eligible dependents only. You should not allow anyone else to use your ID cards to obtain Trust Fund benefits. If you do, the Trust Fund will deny payment and you may be personally responsible to the provider for the charges. If the Trust Fund has already paid for these benefits, you will be required to reimburse the Trust Fund. The Trust Fund may deny benefits to you and your eligible dependents and/or may initiate civil or criminal actions against you until you repay the Benefit Fund. If you suspect that someone is using an ID card fraudulently, contact the Trust Fund.

# When Your **Eligibility Ends**

## **When Do You Lose Eligibility?**

You will lose your eligibility 30 days after your official end of employment date. You can waive this additional 30 days if you so choose.

## **Cobra Continuation of Coverage**

Federal law requires that most group health plans (including the dental & vision plans offered by UAW/UMass Health & Welfare Trust Fund) give employees and their families the opportunity to continue their coverage when there is a “qualifying event” that would result in a loss of coverage under an employer’s plan. Depending on the type of qualifying event, “qualified beneficiaries” can include the employee or retired employee covered under the plan, the covered employee’s spouse, and the dependent children of the covered employee.

# COBRA Continuation Coverage

## **Cobra Continuation of Coverage (continued)**

Once your PHWP eligibility is lost, employees are eligible to apply for COBRA continuation coverage, where you can maintain dental and/or vision coverage for up to eighteen months by paying the premium yourself. No benefits other than the dental & vision plans offered under the PHWP are subject to COBRA continuation coverage.

Continuation coverage is the same coverage that the PHWP gives to other participants or beneficiaries under the PHWP who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the PHWP as other participants or beneficiaries covered under the PHWP. Be sure to share the information in this COBRA notice with all qualified beneficiaries in your household, including spouses/partners & dependents, as they may have COBRA rights under the law.

## **How Can You Elect COBRA Continuation of Coverage?**

To elect continuation coverage, you must complete the Election Form and furnish it according to the directions on the form. The form is available at [www.hwtf.org/cobra](http://www.hwtf.org/cobra). Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not.

# COBRA Continuation Coverage (cont.)

## **How Can You Elect COBRA Continuation of Coverage?**

Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries. In considering whether to elect continuation coverage, you should take into account that a failure to continue group health coverage will affect your future rights under Federal law.

First, you can lose the right to avoid having preexisting condition exclusions applied to you by other group health plans if you have a 63-day gap in health coverage, and election of continuation coverage may help prevent such a gap. Second, you will lose the guaranteed right to purchase individual health coverage that does not impose a preexisting condition exclusion if you do not elect continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under Federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible, such as a plan sponsored by your spouse's employer within 30 days after your group health coverage ends because of the qualifying event. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

# COBRA Continuation Coverage (cont.)

## **How Much Does COBRA Continuation Coverage Cost?**

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage, not to exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent of the cost to the group plan), including both employer and employee contributions for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is available at [www.hwtf.org/cobra](http://www.hwtf.org/cobra)

## **Length of COBRA Coverage**

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. This notice shows the maximum period of continuation coverage available to the qualified beneficiaries.

# COBRA Continuation Coverage (cont.)

## **Length of COBRA Coverage (continued)**

Continuation coverage will be terminated before the end of the maximum period if:

- any required premium is not paid in full on time,
- a qualified beneficiary first becomes covered, after electing continuation coverage, under another plan that does not impose any preexisting condition exclusion for a preexisting condition of the qualified beneficiary,
- a qualified beneficiary first becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or
- the employer ceases to provide any plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud). When a COBRA continuation coverage participant fails to make their monthly payments in a timely manner, they will receive a series of warning letters via email. After the third of such notices, their coverage will be terminated retroactive to the end of the last month that was paid in full. Reinstatement with no gap in coverage is at the discretion of the Trust Fund. Timely payment of premiums is a condition of maintaining continued and uninterrupted COBRA continuation coverage.

# COBRA Continuation Coverage (cont.)

## **Extensions to the Length of COBRA Continuation Coverage**

If you elect continuation coverage, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify the Director of Benefit Programs at [uwdental@umass.edu](mailto:uwdental@umass.edu) or (413) 200-0423 of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide notice of a disability or second qualifying event may affect the right to extend the period of continuation coverage.

## **Disability COBRA Extension**

An 11-month extension of coverage may be available if any of the qualified beneficiaries is determined under the Social Security Act (SSA) to be disabled. The disability has to have started at some time on or before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Notice of said disability must be received by the plan in writing within 30 days of the end of the 18-month period. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined to no longer be disabled under the SSA, you must notify the Plan of that fact within 30 days after that determination.

# COBRA Continuation Coverage (cont.)

## **Second Qualifying Event COBRA Extension**

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or legal separation from the covered employee, the covered employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify the Plan within 60 days after a second qualifying event occurs if you want to extend your continuation coverage.

# COBRA Continuation Coverage (cont.)

## **When and How Must Payment For COBRA Continuation Coverage be made?**

First payment for continuation coverage: If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. This is the date the Election Notice is post-marked, if mailed. If you do not make your first payment for continuation coverage in full not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact the Director of Benefit Programs at [uwdental@umass.edu](mailto:uwdental@umass.edu) or (413) 200-0423 to confirm the correct amount of your first payment or to discuss payment issues related to the ARRA premium reduction.

Your first payment and all periodic payments for continuation coverage must be paid via credit card or debit card using PayPal or Stripe's automatic recurring payment feature. Recurring payments may be ended at any time by either the participant or the Trust Fund. Contact the Director of Benefit Programs to set up recurring automatic payments. You may elect, at your discretion, to make payments in advance, through the end of the current plan year through which rates are guaranteed.

# COBRA Continuation Coverage (cont.)

## **When and How Must Payment For COBRA Continuation Coverage be made?**

First payment for continuation coverage: If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. This is the date the Election Notice is post-marked, if mailed. If you do not make your first payment for continuation coverage in full not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact the Director of Benefit Programs at [uwdental@umass.edu](mailto:uwdental@umass.edu) or (413) 200-0423 to confirm the correct amount of your first payment or to discuss payment issues related to the ARRA premium reduction.

# COBRA Continuation Coverage (cont.)

## **Continuous Payments for COBRA**

Periodic payments for continuation coverage: After you make your first payment for continuation coverage, you will be required to make periodic payments for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in this notice. The periodic payments can be made on a monthly basis. Under the Plan, each of these periodic payments for continuation coverage is due on the 1st day of the month for that coverage period. If you make a periodic payment on or before the first day of the coverage period to which it applies, your coverage under the Plan will continue for that coverage period without any break. The Plan send periodic notices of payments due for these coverage periods.

Your first payment and all periodic payments for continuation coverage must be paid via credit card or debit card using Stripe's automatic recurring payment feature. Recurring payments may be ended at any time by either the participant or the Trust Fund. Contact the Director of Benefit Programs to set up recurring automatic payments. You may elect, at your discretion, to make payments in advance, through the end of the current plan year through which rates are guaranteed.

# COBRA Continuation Coverage (cont.)

## **Continuous Payments for COBRA (continued)**

Grace periods for periodic payments: Although periodic payments are due on the dates stated above, you will be given a grace period of 30 days after the first day of the coverage period to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

## **Keep Your Plan Informed of Address & Email Address Changes**

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in your address, the addresses of family members and your email address. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

For more information, please see [www.hwtf.org/cobra](http://www.hwtf.org/cobra) or [www.dol.gov/dol/topic/health-plans/cobra.htm](http://www.dol.gov/dol/topic/health-plans/cobra.htm).

# Payment Policies

All payments are processed by electronic check using the secure processor, Checkbook, which will email you a check that can be deposited electronically or printed and deposited manually.

If the Trust Fund issued a payment to you via Checkbook, PayPal, or Stripe, we will reissue your payment once with no penalty if you do not receive your check or you do not claim your PayPal or Stripe payment within 30 days and it is subsequently returned to the Trust Fund's account. If you require a second reissue of the same payment, we will deduct a \$25 processing fee from the total amount of your reissued payment. No fee deduction shall apply if the reissue is processed via PayPal/Stripe.

The Trust Fund will only reissue payments after:

- the original check has been returned to us in hard copy form and remains uncashed, in the case of damaged checks or checks marked as undeliverable by the Postal Service, or
- the original check's expiration date (90 or 180 days) has passed and the funds have been returned to the Trust Fund's bank account or
- the original payment has been refunded to our PayPal or Stripe account due to not being claimed within 30 days.

If you've elected to be reimbursed electronically and the Trust Fund incurs an additional fee because your email is associated with a non-US account, this additional fee (typically nominal) will be your responsibility, and we will reduce your reimbursement by this fee accordingly.

# HIPAA Notice Of Privacy Practices

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

## **Disclosure and Use of Protected Health Information**

What follows is a Notice of Privacy Practices of the UAW/UMass Health & Welfare Trust Fund (the "Fund"). The Notice establishes the circumstances under which the Fund may share your protected health information with others in accordance with the Health Insurance Portability and Administrative Accountability Act of 1996 (HIPAA) Privacy Rules.

The Fund may use your protected health information ("PHI") for purposes of making or obtaining payment for your care and conducting health care operations. The Fund has established a policy to guard against unnecessary disclosure of your health information.

YOUR PROTECTED HEALTH INFORMATION MAY BE DISCLOSED OR USED IN THE FOLLOWING CIRCUMSTANCES AND FOR THE FOLLOWING PURPOSES:

To Make or Obtain Payment. The Fund may use or disclose your PHI to make payment to or collect payment from third parties, such as other health plans or providers, for the care you receive. For example, the Fund may provide information regarding your coverage or health care treatment to other health plans to coordinate payment of benefits.

# HIPAA Notice Of Privacy Practices (cont.)

To Conduct Health Care Operations. The Fund may use or disclose PHI for its own operations to facilitate the administration of the Fund and as necessary to provide coverage and services to all of the Fund's participants and beneficiaries. Health care operations includes such activities as:

- a. Quality assessment and improvement activities.
- b. Activities designed to improve health or reduce health care costs.
- c. Clinical guideline and protocol development, case management and care coordination.
- d. Contacting health care providers, participants and beneficiaries with information about treatment alternatives and other related functions.
- e. Health care professional competence or qualifications review and performance evaluation.
- f. Accreditation, certification, licensing or credentialing activities.
- g. Underwriting, premium rating or related functions to create, renew or replace health insurance or health benefits.
- h. Review and auditing, including compliance reviews, medical reviews, legal services and compliance programs.
- i. Business planning and development including cost management and planning related analysis and formulary development. (CONTINUED ON NEXT PAGE)

# HIPAA Notice Of Privacy Practices (cont.)

- j. Business management and general administrative activities of the Fund, including member services and resolution of internal grievances.
- k. Certain marketing activities.

For example, the Fund may use your PHI to conduct case management, quality improvement, disease management, utilization review, or to engage in member service and grievance resolution activities. However, in no case will the Fund disclose genetic information as part of any of the above conduct of health care operations.

For Treatment Alternatives. The Fund may use or disclose your PHI to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

For Distribution of Health Related Benefits and Services. The Fund may use or disclose your PHI to provide to you information on health related benefits and services that may be of interest to you.

For Disclosure to Plan Sponsor. The Fund may disclose your PHI to the Plan Sponsor, the Trustees of the Fund, for plan administration functions performed by the Trustees on behalf of the Fund. In addition, the Fund may provide summary health information to the Trustees so that the Trustees may solicit premium bids from health insurers or modify, amend or terminate the plan. The Fund may also disclose to the Trustees information on whether you are participating in the plan.

# HIPAA Notice Of Privacy Practices (cont.)

Where Required or Permitted by Law. The Fund also may use or disclose your PHI where required or permitted by law. In that regard, HIPAA generally permits health plans to use or disclose PHI for the following purposes: where required by law; for public health activities; to report child or domestic abuse; for governmental oversight activities; pursuant to judicial or administrative proceedings; for certain law enforcement purposes; for a coroner, medical examiner, or funeral director to obtain information about a deceased individual; for organ, eye, or tissue donation purposes; for certain government-approved research activities; to avert a serious threat to an individual's or the public's health or safety; for certain government functions, such as related to military service or national security; or to comply with Workers' Compensation laws.

## **Authorization to Use or Disclose Protected Health Information**

By law, the following types and uses and disclosures of PHI generally require your authorization: use or disclosure of psychotherapy notes, use or disclosure of PHI for marketing purposes, and disclosure of PHI for selling purposes. As stated above, the Fund will not disclose your PHI other than with your written authorization. If you authorize the Fund to use or disclose your PHI, you may revoke that authorization in writing at any time.

# HIPAA Notice Of Privacy Practices (cont.)

## **Your Rights With Respect to Your Protected Health Information**

You have the following rights regarding your PHI that the Fund maintains:

Right to Request Restrictions. You have the right to request restrictions on certain uses and disclosures of your PHI. You have the right to request a limit on the Fund's disclosure of your PHI to someone involved in the payment of your care. However, the Fund is not required to agree to your request, except if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law or the PHI pertains solely to a health care item or service for which you, or person other than the Fund on your behalf, has paid the covered entity in full. If you wish to make a request for restrictions, please contact the Fund's Privacy Officer (see Contact Person below).

Right to Receive Confidential Communications. You have the right to request that the Fund communicate with you in a certain way if you feel the disclosure of your PHI could endanger you. For example, you may ask that the Fund only communicate with you at a certain telephone number or by email. If you wish to receive confidential communications, please make your request in writing and mail to the Fund's Privacy Officer (see Contact Person below). The Fund will attempt to honor your reasonable requests for confidential communications.

# HIPAA Notice Of Privacy Practices (cont.)

Right to Inspect and Copy Your Protected Health Information. You have the right to inspect and copy your PHI, with some limited exceptions. A request to inspect and copy records containing your PHI must be made in writing and mailed to the Fund's Privacy Officer (see Contact Person below). If you request a copy of your PHI, the Fund may charge a reasonable fee for copying, assembly and postage, if applicable, associated with your request.

Right to Amend Your Protected Health Information. You have the right to request an amendment to your PHI records that you believe are inaccurate or incomplete. The request will be considered as long as the information is maintained by the Fund. A request for an amendment of records must be made in writing and mailed to the Fund's Privacy Officer (see Contact Person below). The Fund may deny the request if you do not state why you believe your records to be inaccurate or incomplete. The request also may be denied if your PHI records were not created by the Fund, if the health information you are requesting to amend is not part of the Fund's records, if the health information you wish to amend includes information you are not permitted to change, or if the Fund determines the records containing your PHI are accurate and complete.

# HIPAA Notice Of Privacy Practices (cont.)

Right to an Accounting. You have the right to obtain a list of disclosures of your PHI made by the Fund for any reason other than for treatment, payment or health care operations, unless you have authorized the disclosure. The request must be made in writing and mailed to the Fund's Privacy Officer (see Contact Person below). The request should specify the time period for which you are requesting the information. The right to an accounting does not extend beyond six (6) years back from the date of your request. The Fund will provide the first accounting you request during any 12- month period without charge. Subsequent accounting requests may be subject to a reasonable cost based fee. The Fund will inform you in advance of the fee, if applicable.

Right to a Copy of this Notice. You have a right to obtain and receive a copy of this Notice at any time, even if you have received this Notice previously. To obtain a copy, please contact the Fund's Privacy Officer (see Contact Person).

# HIPAA Notice Of Privacy Practices (cont.)

## **Duties of the Fund**

The Fund is required by law to maintain the privacy of your PHI as set forth in this Notice, and to provide to you this Notice of its duties and privacy practices, and to notify affected individuals and relevant government agencies following a breach of unsecured PHI no later than 60 days of the Trust Fund's discovery of such a breach.

The Fund is required to abide by the terms of this Notice, which may be amended from time to time. The Fund reserves the right to change the terms of this Notice by providing you with a copy of a revised Notice within sixty (60) days of the change and by making the new Notice provisions effective for all health information that it maintains. If the Fund changes its policies and procedures, the Fund will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change. You have the right to express complaints to the Fund and to the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated.

# HIPAA Notice Of Privacy Practices (cont.)

## **Duties of the Fund (continued)**

Any complaints to the Fund should be made in writing and mailed to the Fund's Privacy Officer (see Contact Person below). The Fund encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated against in any way for filing a complaint.

## **Contact**

The Fund has designated Leslie Edwards Davis as its contact person ("Privacy Officer") for all issues regarding patient privacy and your privacy rights. You may contact this person as follows:

- By mail: UAW/UMass Health & Welfare Trust Fund, 6 University Dr., Suite 206-229, Amherst, MA 01002
- By email: [uwdental@umass.edu](mailto:uwdental@umass.edu)
- By phone: (413) 200-0423



Group Dental Summary  
Plan Description

**Altus Dental Point of Service Option  
Class 1 & Class 2**

**THE PLAN**      **UAW/UMASS HEALTH & WELFARE TRUST FUND-POSTDOC & GEO**

**Policy Number**      **3001-0001 & 0002**

**State of Delivery**      **Massachusetts**

**Plan Effective Date**      **September 1, 2022**

**Renewal Date**      **September 1**

Effective Date: September 1, 2022  
Date of Issue: September 1, 2022

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Altus Dental Insurance Company, Inc.  
Certificate of Coverage  
Altus Dental Point of Service Plan

Welcome to Altus Dental. This *Certificate* is a means through which we at Altus Dental Insurance Company, Inc. in consideration of the application for benefits and payment of applicable fees agree to provide benefits.

This *Certificate*, along with the *Benefits Summary* describes the *Plan*. It describes the dental services covered by *your Plan*. It also explains how each is paid for and tells *you* how to use the *Plan*. If *you* have any questions, please contact Customer Service.

***Our toll free Customer Service number is:***

**1-877-223-0588**

Customer Service representatives are available Monday – Friday from 8 a.m. to 5 p.m. ET. *Our* automated information line is available 24 hours a day, seven days a week. *You* may also contact *us* on the Internet at **[www.altusdental.com](http://www.altusdental.com)**.

**Claims and written correspondence should be sent to:**

**Altus Dental Insurance Company, Inc.  
P.O. Box 1557  
Providence, R.I. 02901-1557**

## NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY POLICY

Altus Dental Insurance Co. does not discriminate on the basis of race, color, national origin, age, disability, or sex.

We provide appropriate, free, and timely aids and services, including qualified interpreters, for individuals and information in alternate formats, when such aids and services are necessary to ensure an equal opportunity to participate to individuals with disabilities.

We provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner when such services are necessary to provide meaningful access to individuals with limited English proficiency.

If *you* need these services, contact *us* at 1-877-223-0588.

If *you* believe we have failed to provide these services or discriminated on the basis of race, color, national origin, disability, or sex, *you* can file a grievance with: Civil Rights Coordinator, Altus Dental Insurance Co., 10 Charles Street, Providence, RI 02904, or by calling 1-877-223-0588. *You* can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically, through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Español (Spanish):** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-223-0588.

**Português (Portuguese):** ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-223-0588.

**繁體中文 (Chinese):** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-223-0588。

**Kreyòl Ayisyen (French Creole):** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-877-223-0588.

**ខ្មែរ (Cambodian):** ប្រសិនបើ លោក/ស្រី អ្នកនិយាយ ខ្មែរ, សេវាជំនួយភាសា ឥតគិតថ្លៃ មាន រៀបចំ ជាមុន ឲ្យបាន។  
សូម ទូរស័ព្ទ ទៅ 1-877-223-0588  
បំប៉ន បន្ថែម

**Français (French):** ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-223-0588.

**Italiano (Italian):** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-223-0588.

**ພາສາລາວ (Lao):** ໂປດຊາບ: ຖ້າ ທ່ານ ກວ້າ ພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອ ອາດມີ ທ່ານ. ໂທ 1-877-223-0588.

ອດ ກວ້າ ພາສາ, ໂດຍບໍ່ເສຍ ຈ່າຍ, ແມ່ນ ນັ້ນ

**ية (Arabic):**

مقرب لصتا. ناجملا بلكل رفاوتت تيوجللا ةدعاسملا تامدخ نإف، ةغللا ركذا تئحتت تنك اذا: 0588-223-877-1 (مكبلاو مصلا فتاه مقر: 0588-223-877-1).

**Русский (Russian):** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-223-0588.

**Tiếng Việt (Vietnamese):** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-223-0588.

**Bàsɔ̀ ɔ̀-wùdù-po-nyò (Bassa):** Dè dɛ nìà kɛ dyédé gbo: ɔ̀ jũ ké m[ʔBàsɔ̀ ɔ̀-wùdù-po-nyò] jũ ní, níí, à wuɖu kà kò dò po-poò bɛ̀n m̀gbo kpáa. Ɖá 1-877-223-0588.

**Igbo asusu (Ibo):** Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-877-223-0588.

**èdè Yorùbá (Yoruba):** AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-877-223-0588.

**Polski (Polish):** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-223-0588.

**한국어 (Korean):** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-223-0588 번으로 전화해 주십시오.

**Tagalog (Tagalog – Filipino):** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-223-0588.

**हंद (Hindi):** ध्यान दें: यदि आप हंद बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-223-0588 पर कॉल करें।

**જરાતી (Gujarati):** ધ્યાન: જો તમે જરાતી બોલતા હો, તો બિન-મુક્ત ભાષા સહાય સેવાઓ

તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-877-223-0588.

**λληνικά (Greek):** ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-877-223-0588.

## **SCHEDULE OF BENEFITS** **OUTLINE OF COVERAGE**

**The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.**

<u>Benefit Class</u>	<u>Class Description</u>
Class 1	Post Doctoral Researcher
Class 2	Graduate Employee

Class Number 1-Post Doctoral Researcher

### **DENTAL EXPENSE BENEFITS**

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

#### **Deductible Amount:**

In Network Deductible: \$0

Out of Network Deductible: \$0 Type 1 & Type 4  
\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

<b>Coinsurance Percentage:</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%
Policy Year Maximum		\$2,350*+

\*Type 1 Procedures do not count toward the Maximum Benefit.

+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

## **ORTHODONTIC EXPENSE BENEFITS**

Deductible Amount - Once per lifetime	\$0
Coinsurance Percentage	50%
Maximum Benefit During Lifetime	\$1,500

Class Number 2-Graduate Employee

## **DENTAL EXPENSE BENEFITS**

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

Deductible Amount:

In Network Deductible: \$0

Out of Network Deductible: \$0 Type 1 & Type 4  
\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

Coinsurance Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%
Policy Year Maximum		\$2,250*+

\*Type 1 Procedures do not count toward the Maximum Benefit.

+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

## **ORTHODONTIC EXPENSE BENEFITS**

Deductible Amount - Once per lifetime	\$0
Coinsurance Percentage	50%
Maximum Benefit During Lifetime	\$1,000

## PREMIUMS

### TABLE OF MONTHLY PREMIUM WORKING RATES

#### Classes 01 & 02

Dental	\$29.28 Subscriber
	\$58.65 Subscriber + 1
	\$100.66 Family

#### COBRA 3001-0003 (Classes 01 & 02)

Dental	\$29.87 Subscriber
	\$59.82 Subscriber + 1
	\$102.67 Family

## DEFINITIONS

This document contains words used in insurance and dentistry. These words have specific meanings that are described below. Insurance or dental terms used in this document will be in *italics*. If *you* are not clear about the meaning of the words used, please refer back to this page.

- *Adverse Benefit Decision* means a decision by Altus Dental not to pay (in whole or in part) for a *covered service*, including a denial; reduction; termination; or, failure to make a payment based on the imposition of a pre-existing condition exclusion; a source of injury exclusion; retroactive rescission of coverage; or, other limitation on *covered services*.
- *Allowance* means the amount *we* base payment on for a *covered service* or procedure.

The *Allowance* for an *In-Network Dentist* is the LOWEST of the:

- a) Amount the *in-network dentist* has agreed to accept by contract as payment in full for the service;
- b) Maximum amount *we* will pay any *dentist* for a *covered service* or procedure; or

- c) Amount charged by the *dentist*.

*In-network dentists* cannot charge Altus Dental *members* more than their *allowance*.

The *Allowance* for an *Out-of-Network Dentist* is the LOWEST of the:

- a) Usual charge by the *dentist* for the same or similar services or supplies;
  - b) Average amount we determine that most other *dentists* in the same geographic area charge for the same or similar services or supplies; or
  - c) Actual charge for the services or supplies.
- *Annual Maximum* means the most we will pay for *covered services* for a continuous 12-month period (usually a calendar year). The *annual maximum* is stated in the *Benefits Summary*.
  - *Benefits Summary* is a summary description of the services covered under this dental Policy; with a schedule that shows *you* how much we pay toward a procedure. If a service is not listed in the *Benefits Summary*, we will not pay for it.
  - *Certificate* means this document and the applicable *Benefits Summary* pages, including any rider pages. This *Certificate* is *your* policy.
  - *Coinsurance/Copayment* means the amount *you* pay for *covered services*, after the *deductible*, if any, is met. *Coinsurance* is usually shown as a percentage and *copayment* as a fixed dollar amount. The amount of *coinsurance/copayment* varies with the type of *covered services*.
  - *Coverage Level* means the amount we pay for *covered services*, after the *deductible* and/or *copayment*, if any, is met. The *coverage level* varies with the type of *covered services* and is shown in the *Benefits Summary*.
  - *Covered Services* means those services and procedures listed in the *Benefits Summary*. All *covered services* must be *dentally necessary* and appropriate to qualify for payment.
  - *Date of Service* means the date that the service was done. For services requiring more than one visit, except *orthodontics*, the *Date of Service* is the final completion date (Examples: the insertion date of a denture; the date a permanent crown is cemented).
  - *Deductible* (if applicable) means the amount *you* pay toward *covered services* before we begin paying benefits. *Deductibles* must be met each *year*. *Deductibles* may vary by type of benefits or by type of provider (in-network vs. out-of-network) and are specific dollar amounts for each *subscriber* and/or *dependent* per *year*.
  - *Dentally Necessary (Dental Necessity)* means that the dental services provided are:
    - appropriate, in terms of type, amount, frequency, level, setting and duration to the *member's* diagnosis or condition;
    - consistent with the symptoms and appropriate and effective for the diagnosis, treatment, or care of the oral condition, disease, or injury for which it is prescribed or performed;

- appropriate with regard to generally accepted standards of dental practice within the dental community or scientific evidence related thereto; AND
- the most appropriate level of service which can safely be provided to the *member*.

We will make a determination whether a service is *dentally necessary* based on the criteria set forth in the utilization review plan and guidelines ("review guidelines") that we file with the Rhode Island Office of the Health Insurance Commissioner. A copy of these review guidelines is available on *our* website at: [www.altusdental.com](http://www.altusdental.com).

You have the right to appeal *our* determination or to take legal action as described in the **Claims Procedures** section of this *Certificate*.

- *Dentist* means any person duly licensed as a Doctor of Dental Medicine (DMD) or Doctor of Dental Surgery (DDS) practicing within the authority of his or her license. The term *dentist* includes an oral surgeon.
- *Dependent* refers to:
  - a. an Insured's spouse or Domestic Partner.
  - b. each unmarried child less than 26 years of age, for whom the Insured, the Insured's spouse, or the Insured's Domestic Partner is legally responsible, including natural born children, adopted children from the date of placement for adoption, and children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws.
  - c. each unmarried child age 26 or older who is Totally Disabled and becomes Totally Disabled as defined below while insured as a dependent under b. above. Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.
- *Total Disability* describes the Insured's Dependent as:
  1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
  2. Chiefly dependent upon the Insured for support and maintenance.
- *Dependent Unit* refers to all of the people who are insured as the dependents of

any one Insured.

- *Effective Date* means the date, as shown on *our* records, that *your* coverage begins under this contract or an amendment to it.
- *Emergency Care* means services given to treat a person with a serious medical or health problem. A medical problem includes physical, mental, and dental conditions. *Emergency care* is limited to services which are palliative (to relieve pain) and/or temporary and does not include services such as permanent fillings, crowns or root canals.
- *Endodontics* means a specialty of dentistry that deals with treatment of dental pulp diseases (nerves, blood vessels and other tissues within the tooth). A root canal is an example of *endodontic* treatment.
- *Hygienist* means any person duly licensed as a dental *hygienist* practicing within the authority of his or her license.
- *In-Network Dentist (or Network Dentist) (or Participating Dentist)* means a *dentist* who participates in the *network* available under *your Plan* and has a contractual agreement to accept the *allowance* as payment in full for *covered services*.
- *Late Entrant* refers to any person:
  - whose Effective Date of insurance is more than 31 days from the date the person becomes eligible for insurance; or
  - who has elected to become insured again after canceling a premium contribution agreement.
- *Lifetime Maximum* means the maximum amount of dollars we will allow for *covered services* during a *subscriber's* or *dependent's* lifetime. This provision usually applies only to *orthodontic* services and implants if covered by *your plan*.
- *Material Change* means a modification to any of Altus Dental's procedures or documents required by Massachusetts regulation 211 CMR 52.00 that substantially affects the rights or responsibilities of an insured, carrier or health care provider.
- *Member* means a *Subscriber* or *Dependent*.
- *Network* means a group or groups of *participating dentists* providing dental services under this *Plan* who have agreed to accept the *allowance* as payment in full for *covered services*.
- *Non-participating Dentist* – see “out-of-network dentist.”
- *Orthodontics* means a specialty of dentistry concerned with prevention and correction of abnormalities in tooth position and their relationship to the jaw (straightening of teeth).
- *Out-of-Network Dentist (or Non-participating Dentist)* means a *dentist* who does not

participate in the *network* available under *your Plan* and has not entered into a contractual agreement to accept the *allowance* as payment in full for *covered services*.

- *Participating Dentist* – see “in-network dentist.”
- *Pedodontics* means a specialty of dentistry concerned with the treatment of children.
- *Periodontics* means a specialty of dentistry concerned with diseases of the gums and other supportive structures of the teeth.
- *Plan* means the terms, conditions and benefits described in this *Certificate* and applicable *Benefits Summary* pages, including any rider pages.
- *Plan Sponsor* means *your* employer or other organization / association that is sponsoring the *Plan*. In the case of a group subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the *Plan Sponsor* is the individual or entity designated under that Act.
- *Policy Year* means the continuous 12 month period under which coverage is offered by *your plan sponsor*. *Your policy year* is either the calendar year or the timeframe beginning with *your group's* coverage start date and ending 12 months later.
- *Prosthodontics* means a specialty of dentistry concerned with the replacement of missing teeth by bridges and dentures.
- *Spouse* means *your* legal *spouse*. A *spouse* includes a party to a domestic partner, same sex marriage; civil union; or, similar union entered into under applicable state laws.
- *Subscriber* means someone who has applied for coverage and been approved by *us* and is eligible to receive benefits under this *Certificate*. In the case of a *subscriber* who is less than 18 years of age, the parent or legal guardian must contract on behalf of the dependent child for the benefits described in this *Certificate*. The parent or legal guardian must assure the dependent child's compliance with any and all terms and conditions outlined in the policy.
- *Usual and Customary Charge* means that charge which is the lowest of: the usual charge by the *dentist* for the same or similar services or supplies; or the average amount we determine that most other *dentists* in the same geographic area charge for the same or similar services or supplies; or the actual charge for the services or supplies.
- *Waiting Period* is the amount of time *you* must wait from *your effective date* before a service is covered. If *your plan* has a *waiting period*, it will be shown in the *Benefits Summary* that goes with this *Certificate*.
- *We, Our, Us* and *Altus Dental* means *Altus Dental Insurance Company, Inc.* located at 10 Charles Street, Providence, RI 02904-2208.
- *You* and *Your* means the *subscriber or member covered under this Certificate*.

## Conditions For Insurance Coverage

***Eligible Class For Members.*** The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any graduate employee working at least 20 hours per week. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

***Eligible Class For Dependent Insurance.*** Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this

Dependent Insurance on the latest of:

1. the day he or she qualifies for coverage as a Member;
2. the day he or she first becomes a Member; or
3. the day he or she first has a dependent. For dependent children, a newborn child will be considered an eligible dependent upon reaching their 2<sup>nd</sup> birthday. The child may be added at birth or within 31 days of the 2<sup>nd</sup> birthday.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any graduate employee working at least 20 hours per week and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased employee continued coverage. If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

***Contribution Requirements.*** Member Insurance: An Insured is not required to contribute to the payment of his or her insurance premiums. An insured may or may not be required to contribute to the payment of insurance premiums if he or she is both covered under this policy and also covered under another plan.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

**Eligibility Period.** For Members on the Plan Effective Date of the policy, qualification will occur after an eligibility period defined by the Policyholder is satisfied. The same eligibility period will be applied to all members.

For persons who become Members after the Plan Effective Date of the policy, qualification will occur after an eligibility period defined by the Policyholder is satisfied. The same eligibility period will be applied to all members.

*VirtualSpecEx*

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

**Effective Date.** Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be:

1. the date on which the Member qualifies for insurance, if the Member agrees to contribute on or before that date.
2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance.
3. the date we accept the Member and/or Dependent for insurance when the Member and/or Dependent is a Late Entrant. The Member and/or Dependent will be subject to any limitation concerning Late Entrants.

## How You Join

You join by enrolling online at [www.uawumasstrustfund.org](http://www.uawumasstrustfund.org) through the Enrollment Portal. If your family status changes and you need to add or remove dependents from your plan, contact us or your plan sponsor. We can only accept membership changes from a Subscriber or your plan sponsor.

## When Coverage Begins

Coverage generally starts the first of the month after the plan sponsor enrolls you on the portal.

*Class 01—You must wait until your plan sponsor's next open enrollment period, if you or your dependent(s) do not enroll when first eligible. You may also enroll when there is a qualifying event or subsequent open enrollment period.*

*Class 02—You must wait until your plan sponsor's next open enrollment period, if you or your dependent(s) do not enroll when first eligible. You may also enroll when there is a qualifying event or subsequent open enrollment period.*

If you marry, you may enroll your spouse within 60 days of marriage. You must wait until your plan sponsor's next open enrollment period if your spouse does not enroll when first eligible. Your spouse may also enroll when there is a qualifying event.

If you have family coverage, your newborn infant and the newborn infant of a dependent child are covered from birth. Adopted children are covered from the date of home placement. Foster children are covered from the date of the petition to adopt. Stepchildren and children are considered dependent children if they: are under your own or your spouse's legal custody; permanently live in your household; and, chiefly depend on you for support. We do not consider married children dependents, regardless of their age.

Coverage generally begins on the first of the month after we accept your enrollment form. If you don't enroll within 60 days, you must wait until the next open enrollment period to enroll dependents. Dependents may enroll when there is a qualifying event or when the plan sponsor determines eligibility.

Notify us and your plan sponsor of any changes in your or your dependent's status. This includes marriage; births; attainment of the dependent or student (if applicable) age limits; or, changes in your address. This will help us maintain up to date eligibility and billing records.

**Exceptions.** If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

## **Termination Dates**

**Insureds.** The insurance for any Insured, will automatically terminate on the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

**Dependents.** The insurance for all of an Insured's dependents will automatically terminate on the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

**Continuation Coverage.** If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

An employee or dependent whose insurance has stopped may be able to continue some or all of the insurance coverages. The sections below explain when and how insurance may be continued. If insurance is continued, it must be according to a plan which does not allow individual selection.

### **Thirty-One Day Continuation of Coverage in accordance with M.G.L. c.175, s. 110D**

If an employee leaves his/her job for any reason (quit, terminated, laid off, plant closing, etc.) or if a child ceases to be a dependent under this policy, group coverages provided under this policy will be extended for 31 days in accordance with Massachusetts Law, chapter 175, section 110D. The employer/employee contributions will remain the same for the 31-day period as during employment. The 31-day continuation period begins the date the employee actually terminates employment or the date the child ceases to be considered a dependent under the policy.

This continuation of coverage is in addition to any other continuation periods applicable under Massachusetts law as defined below. This benefit does not extinguish eligibility for benefits available under the Federal Consolidated Omnibus budget Reconciliation Act. (COBRA).

### **Federally Required Continuation For Employees and/or Dependents**

Through the Consolidated Omnibus Budget Reconciliation Act (COBRA) the federal government requires the Policyholder to provide continuation of coverages to employees and/or dependents who would otherwise lose their coverages. There are some groups which are not subject to the law. They are:

1. groups of less than 20 employees.
2. certain church plans.

When a person is eligible for both state benefits and federal COBRA benefits, certain state and federal benefits overlap and run concurrently. Please note the election of continued coverage under certain state laws may extinguish eligibility for benefits under federal law.

For details the employee and/or dependent(s) must contact the person who handles the Policyholder's insurance matters.

### **Leave of Absence For Employees Only**

If membership is because of employment and an Insured's active service terminates because of a leave of absence, the insurance will stay in force for two months only if the Policyholder pays his or her premiums and does not cancel the insurance.

If the Policyholder is subject to COBRA, the rules applicable to COBRA will supersede the continuation due to a leave of absence.

### **Separation or Divorce For Dependents Only**

The Insured's spouse may continue coverage without additional premium (unless the divorce or separation judgment specifies otherwise) if the Insured and the spouse:

- a. become legally separated; or
- b. dissolve the marriage;

unless the judgment of separation or divorce excludes such continuation. For purposes of

this continuation provision such spouse is called "former spouse." The former spouse may also continue to insure his or her dependent children. Coverage may be continued if the judgment of dissolution or separation was entered prior to the effective date of this plan.

### **Benefits**

This continuation applies to all benefits provided under this policy covering the former spouse.

### **Termination**

Such insurance will stop on the earliest of:

1. the last day of the period for which the premium is paid;
2. the date coverage would normally stop under the terms of the policy;
3. the date specified in the judgment of separation or dissolution;
4. the date either party remarries\*;
5. the date insurance terminates for the Insured;
6. the date the policy terminates.

\*In the event of the remarriage of the Insured, the former spouse shall have the right, if so provided in said judgment, to continue to be covered as a member of the group.

We will send notice of termination of continuation coverage, and any right to reinstate coverage to the former spouse at the last known address.

### **Premium**

We may charge the full premium, i.e., the employee and employer's portion, during the continuation period.

We may change the premium rate at any time the Insured's group plan premium rate is changed. Any part of the premium to be paid by the former spouse should be paid to the employer. The employer may stop coverage if any premium is not received within 30 days following the due date.

### **Claims**

Claims incurred by the former spouse will be paid to the former spouse or the provider. Claims incurred by dependent children not living with the Insured will be paid to the provider or the parent with custody.

### **Benefits After Cancellation**

All services must be complete to qualify for benefits. For example, permanent crowns must be cemented; bridges or dentures must be inserted. Once *your* coverage is cancelled, *you* will not have benefits for services finished after *your* cancellation date. *Your* covered family *members* will not have benefits either.

## **Dental Expense Benefits**

We will determine dental expense benefits according to the terms of the group policy for dental expenses incurred by an Insured. An Insured person has the freedom of choice to receive treatment from any Provider.

**Determining Benefits.** The benefits payable will be determined by totaling all of the Covered Expenses submitted into each benefit type as shown in the Table of Dental Procedures. This amount is reduced by the Deductible, if any. The result is then multiplied by the Coinsurance Percentage(s) shown in the Schedule of Benefits. Benefits are subject to the Maximum Amount, if any, shown in the Schedule of Benefits.

**Benefit Period.** Benefit Period refers to the period shown in the Table of Dental Procedures.

**Deductible.** The Deductible is shown on the Schedule of Benefits and is a specified amount of Covered Expenses that must be incurred and paid by each Insured person prior to any benefits being paid.

**Maximum Amount.** The Maximum Amount shown in the Schedule of Benefits is the maximum amount that may be paid for the Covered Expenses incurred by an Insured.

**Covered Expenses.** Covered Expenses include:

1. only those expenses for dental procedures performed by a Provider; and
2. only those expenses for dental procedures listed and outlined on the Table of Dental Procedures.

Covered Expenses are subject to "Limitations." See Limitations and

Table of Dental Procedures. Benefits payable for Covered Expenses

also will be based on the lesser of:

1. the actual charge of the Provider.
2. the usual and customary ("U&C") as covered under your plan, if services are provided by a Non Participating Provider.

Usual and Customary (“U&C”) describes those dental charges that we have determined to be the usual and customary charge for a given dental procedure within a particular ZIP code area. The U&C is based upon a combination of dental charge information taken from our own database as well as from data received from nationally recognized industry databases. From the array of charges ranked by amount, your Policyholder (in most cases your employer) has selected a percentile that will be used to determine the maximum U&C for your plan. The U&C is reviewed and updated periodically. The U&C can differ from the actual fee charged by the provider and is not indicative of the appropriateness of the provider’s fee. Instead, the U&C is simply a plan provision used to determine the extent of benefit coverage purchased by your Policyholder.

In no event will Covered Persons be held liable for payment denials by us for improper utilization of covered services caused by Participating Providers.

**Emergency Care.** Services provided in or by a hospital emergency facility to a covered person after the development of a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the covered person's or another person's health in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part.

If a covered person receives Emergency Care and cannot reasonably reach a Participating Provider, payment for care related to the emergency shall be made at the same level and in the same manner as if the covered person had been treated by a Participating Provider.

**Alternative Procedures.** If two or more procedures are considered adequate and appropriate treatment to correct a certain condition under generally accepted standards of dental care, the amount of the Covered Expense will be equal to the charge for the least expensive procedure. This provision is NOT intended to dictate a course of treatment. Instead, this provision is designed to determine the amount of the plan allowance for a submitted treatment when an adequate and appropriate alternative procedure is available. Accordingly, you may choose to apply the alternate benefit amount determined under this provision toward payment of the submitted treatment.

We may request pre-operative dental radiographic images, periodontal charting and/or additional diagnostic data to determine the plan allowance for the procedures submitted. We strongly encourage pre-treatment estimates so you understand your benefits before any treatment begins. Ask your provider to submit a claim form for this purpose.

**Expenses Incurred.** An expense is incurred at the time the impression is made for an appliance or change to an appliance. An expense is incurred at the time the tooth or teeth are prepared for a dental prosthesis or prosthetic crown. For root canal therapy, an expense is incurred at the time the pulp chamber is opened. All other expenses are incurred at the time

## When You May Rejoin the Plan

A *member* who voluntarily cancels membership in the group *plan* may not re-enroll in that group *plan* until at least one year after the date of cancellation. The re-enrollment must occur during the group's open enrollment period. If *your Benefits Summary* notes that there is a *waiting period* applicable to any services, this *waiting period* begins again with the new *effective date*. No reinstatement of coverage back to the original *effective date* is allowed.

*You* may rejoin through a different group plan anytime *you* become eligible for that plan. *Lifetime maximums* and claim history accumulated while covered under a previous plan or any other plan may be carried forward to the new plan.

## Features of the Plan

*Your plan* is designed to help *you* maintain good dental health through regular dental care. It will help *you* to pay for dental expenses. *We* describe *your* exact coverage in the *Benefits Summary*.

## Utilization Review Guidelines

*Our* Dental Case Management area performs clinical claims reviews. These reviews help *us* decide if the service meets *our* review guidelines. Analysts who review claims are registered dental *hygienists*; or, dental assistants with clinical experience. The analysts review claims. They can approve services. Only a dental consultant, who is a licensed *dentist*, can deny a claim.

*We* review claims using written review guidelines. *We* base *our* guidelines on accepted standards of care in the dental profession. They are backed by statistical studies of practice patterns. These guidelines, as well as contract limits, are the basis for review decisions. *We* create clinical guidelines and utilization review standards with guidance from the Dental Director; in-house dental consultants; and, a dental advisory committee. The committee is made up of licensed *dentists*. *Our* dental consultants and dental advisory committee study trends in dentistry; the proven value of new materials and procedures; treatment longevity; and, local and national practice patterns.

## Quality Management Programs

*We* strive to provide high quality products and services. *We* do this by monitoring, identifying, and tracking key issues over time. *We* deal with these issues as part of *our* review of *our* Quality Program.

## Assessment of New Dental Materials and Treatments

*We* study new dental materials and treatments. *We* also study how effective they are and the cost. Then, *we* decide if *we* will cover the material or treatment.

## Continuity of Care

If *your dentist* moves or ever decides not to participate, *you* can choose a new *dentist* from the network. There will not be any disruption in *your* coverage or benefits. If *you* change from an *in-network dentist* to an *out-of-network dentist*, the treatment or procedure would still be covered. This is true so long as it is a *covered service*; but, *you* will be responsible for any difference between *our* payment and the *dentist's* charge.

## Pre-treatment Estimate / Prior Authorization

A pre-treatment estimate / prior authorization is a claim that is filed before *you* have a dental service.

### Pre-treatment Estimate

When treatment is likely to cost more than \$300, *you* and *your dentist* are strongly encouraged to get an estimate before *you* receive treatment. This includes treatment such as crowns; *periodontic*; *prosthodontic*; and *orthodontic* services.

After *your dentist* sends a request, we will review the treatment plan. After reviewing the treatment plan, we will tell *you* and *your dentist* what the estimated payment will be for those services.

NOTE: Estimates are based on available benefits. The patient must be an Altus Dental *member* at the time the service is done. The estimate shows what money is available at the time the estimate is done. Estimates can change because services may no longer be available on the date the service is done. For example, if *you* had other services paid for after the estimate, and *you* reach *your annual maximum*, there will be no money left to pay for the new service. Another example is if *you* lose coverage before the new service is finished.

## How to Use Altus Dental

*You* pay a set dollar amount or a percentage thereof for each *covered service* (or nothing for some services). The amount we pay is shown in the *Benefits Summary*. *You* may go to any *dentist you* choose. *You* must first pay the *deductible* amount, if applicable, for *covered services* before we make any payment. There are advantages to going to a *dentist* that is part of the *network*. When *you* visit a *network dentist*, after the *deductible* is met, *you* pay only the *copayment/coinsurance* amount for *covered services*. However, if *you* visit an *out-of-network dentist*, after *you* pay the *deductible* and any *copayment/coinsurance* amount; *you* also pay the difference between the *out-of-network dentist's* charge and the amount we pay. *Our* payment varies. See the *Definitions* section of this *Certificate* for a detailed explanation of how we pay claims for services done by *out-of-network dentists*.

## Maximize Your Coverage with In-Network Dentists

If you go to an *in-network dentist*, your out-of-pocket expenses will generally be less. The *dentist* will file claims on your behalf. We will pay *in-network dentists* directly. By choosing an *in-network dentist*, you get the best value from your dental plan.

You can go to a *dentist* that is not in the *network*. When you go to an *out-of-network dentist*, you are responsible for filing the claim; and, for paying the *dentist*. Most *out-of-network dentists* will file the claim on your behalf. Your out-of-pocket cost will be more; because, after you pay the deductible and any *copayment/coinsurance* amount, you also pay the difference between the *out-of-network dentist's* charge and the amount we pay.

## Finding an In-Network Dentist

To find a *dentist* participating in the *network*, visit our website – [www.altusdental.com](http://www.altusdental.com). The Altus Dental *network* includes general *dentists* and specialists throughout Massachusetts and Rhode Island, and in New Hampshire and Vermont border towns.

If your plan has access to *network dentists* in other states including Vermont, the additional *network(s)* will be noted on your Altus Dental member identification card. In addition to *dentists* in our Altus Dental *network*, you can choose a *dentist* from one of these *networks* and get the advantages of visiting an *in-network dentist*. Follow the instructions in our “Find a Dentist” tool on our website to find a *dentist* in the *network*.

*Network dentists* will file claims on your behalf; and, we will pay them directly. They also agree to accept the *allowance* as payment in full for *covered services*.

We do not require you or your *dentist* to get referrals to see a specialist; however, not all services done by a specialist may be covered under your plan. Check your *Benefits Summary* for a list of *covered services*.

## Payments for Services

***In-network dentists*** will accept your *co-pay/coinsurance* plus our payment as payment in full for *covered services*. We will pay *in-network dentists* directly. When your *network dentist* provides services that are not covered; or, *covered services* that do not meet *dental necessity* criteria as per our review guidelines, you may be liable for the *dentist's* charge.

Your *network dentist* may charge you more than the *allowance* when:

- You or your dependents receive *covered services*; and, you have gone over the

*annual maximum.*

- *You and your dentist* decide to use non-covered services; such as, treatments or materials that cost more than those normally given by most *dentists*; or, that are being done to improve *your* appearance. In these cases, *we* may pay an *allowance* suitable for a less costly, generally accepted material or service.

***Out-of-network dentists*** have not agreed to accept *your co-pay/coinsurance* plus *our* payment as payment in full for *covered services*. *You* will pay more. That's because, after you pay the *deductible* and any *copayment/coinsurance* amount, *you* also pay the difference between the *out-of-network dentist's* charge and the amount *we* pay. *Our* payment varies. See the *Definitions* section of this *Certificate* for a detailed explanation of how *we* pay claims for services done by *out-of-network dentists*.

When an *out-of-network dentist* treats *you*, *we* will make benefit payments to *you*; unless, *you* and *your dentist* agree to assign benefit payment to *your dentist*. *Your dentist* may not agree to this; and, he/she may request payment from *you*.

***Your Benefits Summary indicates you have Altus Dental Point of Service***, therefore, the Plan will pay for services rendered by *out-of-network dentists* at the Fair Health 95<sup>th</sup> percentile based on the *usual and customary charge* for *your dentist's* area, less any applicable *deductible(s)*, *copayments* or *coinsurance* that are *your* responsibility. *You* are responsible for any difference between *our* payment and the *out-of-network dentist's* charge.

## **Emergency Services**

If *you or your covered dependents* require *emergency care* and cannot reasonably reach an *in-network dentist*, payment will be made at the same level and in the same manner as if the treating *dentist* was an *in-network dentist*.

*We* cover services received in a dental facility by a licensed *dentist*, as long as they are covered under *your plan*. *We* do not cover services received in a hospital; surgi-center; or, urgent care facility.

In the case of a life-threatening emergency, *you* should go to the nearest hospital. Hospital claims must be sent to *your* medical insurance plan. If *you* have an urgent dental condition, *you* should go to the nearest *dentist's* office. *You* do not need prior approval. *We* will only pay for *covered services*. Most dental offices treat existing patients within 24 hours for an urgent appointment. If *you* need help finding a *dentist* participating in the *network*, call *us* at 877-223-0588. *You* may also use *our* online tool at [www.altusdental.com](http://www.altusdental.com).

## When Your Benefits May Be Continued When You Leave the Group

### When There is Other Coverage

#### Right to Receive and Release Needed Information

Certain information, including but not limited to Coordination of Benefits (COB), is needed to accurately process claims. *We* have the right to receive information reasonably related to a claim filed under the *plan*. *We* can get this information from, or give it to, any organization or person with a legitimate interest. When *you* file a claim, *you* must give *us* any information needed to process the claim. *You* must give *us* information regarding other insurance coverage when *you* first enroll. *You* must also let *your dentist* know of other coverage when *you* receive care. *We* will ask *you* for updated information from time to time.

#### Coordination of Benefits

*Your* plan is designed to prevent overpayment of benefits when *you* or a *dependent* is covered under more than one Plan. The other Plan may be a dental Plan or a medical plan that covers certain services also covered under this *plan*.

When *you* are covered by more than one Plan, one Plan is the "primary" Plan and the others are "secondary" Plans. When *you* file a claim, the primary Plan pays benefits first, up to the limits of the Plan. The secondary Plans adjust their benefits so that the total amount paid does not exceed the cost of *covered services*. This process is called "Coordination of Benefits" (COB). If *you*, or a family *member*, are also covered by other medical or dental plans, *we* will coordinate payment with them. *We* use standard

insurance industry guidelines in most cases. The standard guidelines that govern this process are set forth below. If other guidelines apply to *your Plan*, they will be noted on *your Benefits Summary*. As used in these rules, the terms "Plan" and "Allowable Expenses" are defined as follows:

- "Plan" means any plan providing dental benefits or services, including government and insured or self-insured group or group-type coverages through an HMO or other prepayment, group practice or individual practice plan.
- "Allowable Expenses" means a necessary, *usual and customary* item of expense for dental care, all or part of which is covered by at least one Plan covering the person for whom the claim is made. Where a Plan provides dental benefits in the form of services rather than cash payments, the reasonable cash value of each service received will be considered both an Allowable Expense and a benefit paid.

The effect of the COB rules on benefits payable during any particular claim period is as follows: If *you* are covered under more than one Plan, the total payment *you* receive will never be more than *your* Allowable Expenses.

The National Association of Insurance Commissioners sets the rules that decide which Plan is primary. They are, in part, as follows:

- The Plan without a coordination of benefits provision is primary.
- When another Plan's rules and this *plan's* rules require this *plan* to pay its benefits first, this *plan* is primary.
- The Plan covering the patient directly rather than as an employee's *dependent* is primary.
- If a child is covered under both parents' Plans, the Plan of the parent whose birthday falls earlier in the calendar year is primary (the "birthday" rule) unless the other Plan has a "gender" rule.
- If a child is covered under both parents' Plans and the other Plan has a "gender" rule, the rule in the other Plan determines benefits. (The "gender" rule says that if a child is covered under both parents' Plans, the Plan of the male parent is primary).
- If the "birthday" rule applies, and both parents have the same birthday, the Plan covering a parent longest is primary.
- If the parents are separated or divorced, benefits for the child are determined in this order:
  - ◆ The Plan of the parent with custody.
  - ◆ The Plan of the *spouse* of the parent with custody.
  - ◆ The Plan of the parent not having custody, unless one of the parents is made responsible for the child's health expenses by a court decree.
- If the specific terms of a court decree state that the parents shall share jointcustody, without stating that one of the parents is responsible for the dental care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined above.
- If a full-time student is eligible for coverage as a *dependent* under this *Certificate*, the benefits of any other coverage available because of student enrollment (except accident-only type coverage) will be determined before the benefits under this *plan*.
- The benefits of a Plan which covered a person as an employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired employee. The same is true if a person is a *dependent* of a person covered as a retiree and an employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the benefits are determined in the following order:
  - ◆ First, the benefits of a Plan covering the person as an employee, *member* or *subscriber* (or as that person's *dependent*);
  - ◆ Second, the benefits under the continuation coverage.
  - ◆ If the other plan does not have the rule described above, and if, as a result, the Plans do not

agree on the order of benefits, this rule is ignored.

- ◆ If payment responsibility is still unresolved, the Plan covering the patient longest is primary.

In general, if *you* use more benefits than *you* are covered for during a calendar year, the insurer covering *you* first will cover *you* up to its *allowance*. The secondary insurer will cover any allowable benefit *you* use over that amount. The insurers will never pay more than the total amount of coverage that would have been provided if benefits were not coordinated.

## **Subrogation**

If someone caused *your* illness or injury, *you* may have the legal right to get back some of *your* dental care costs. When *you* have this right, *you* must let *us* use it if *we* decide to recoup any payments *we* made for services related to the illness or injury. If *you* use this right to recoup money from someone else, *you* must repay *us* for the payments *we* made. *Our* right to repayment comes first. It can be reduced only by *our* share of *your* reasonable cost of collecting *your* claim against the other person; or, if the payment received is for other than dental expenses. *You* must give *us* information and assistance and sign documents needed to help *us* receive *our* repayment. *You* must not do anything that might limit *our* repayment.

## **Facility of Payment**

If another Plan pays a benefit that should have been paid under this *plan*, *we* may reimburse the other Plan for that amount. It will be considered a benefit paid by this *plan*.

## **Right of Recovery**

If *we* pay more than *we* should have paid under the COB provision, *we* have the right to recoup the excess amount *we* paid. This includes recouping from other insurance companies and organizations. The amount that can be recouped includes the reasonable cash value of any benefits provided in the form of services.

## **When You Have a Claim**

### **When to File a Claim**

*You* should send *us* completed claim forms for services covered under this *Certificate*. *You* have up to one year from the date *you* get services. All services must be complete to qualify for benefits; e.g., permanent crowns cemented; bridge or denture inserted. *In-network dentists* will send claim forms on *your* behalf. *You* will not be responsible for payment on *covered services* when a *network dentist* sends claims more than one year after the date *you* get the service; except, for any *deductibles*; *copayments*; *coinsurance*; or amounts in excess of the *annual dollar maximum*. *We* will deny claims that an *out-of-network dentist* sends to *us* more than one year after *you* get the services. *You* must pay such claims, unless the failure to send a claim within one year was because of a legal incapacity.

## How to File a Claim

### In-Network Dentist

When *you* go to a *dentist* who has agreed to participate in the *network*, *your* claim will be filed for *you*. *Network dentists* are encouraged to file claims within six (6) months from the *date of service*. In no event may a *network dentist* file a claim more than one year after the *date of service*. It must include all necessary supporting information such as x-rays. *We* accept claims from *dentists* on paper and in an electronic, HIPAA compliant format.

### Out-of-Network Dentist

When *you* go to a *dentist* who is not participating in the *network*, *you* must mail the claim to the following address. *You* don't have to do this if the *dentist* agrees to file it for *you*. Dental claim forms are available by signing into *your* account on *our* website at: **www.altusdental.com** or from *your dentist*.

### Mail Claims To:

Altus Dental Insurance Company, Inc.  
P.O. Box 1557  
Providence, RI 02901-1557

## Claims Procedures

Call Customer Service if *you* have a question about how a claim was paid, or why *we* denied it. The number is 877-223-0588. Customer Service representatives are available Monday – Friday from 8 a.m. to 5 p.m. ET. *You* have a right to request a full and fair review of *your* claim. **To consider a claim for payment, we must get it within one year of the date *you* get the service.**

### Pre-treatment Estimates

A pre-treatment estimate is a claim that is filed before *you* have a dental service.

### Pre-treatment Estimate

When treatment is likely to cost more than \$300, *you* and *your dentist* are strongly encouraged to get an estimate before *you* receive treatment. This includes treatment such as crowns; *periodontic*; *prosthodontic*; and elective *orthodontic* services.

After *your dentist* sends a request, *we* will review the treatment plan. After reviewing the treatment plan, *we* will tell *you* and *your dentist* what the estimated payment will be for those services.

NOTE: Estimates are based on available benefits. The patient must be an Altus Dental *member* at the time the service is done. The estimate shows what money is available at the time the estimate is done. Estimates can change because services may no longer be available on the date the service is done. For example, if *you* had other services paid for after the estimate, and *you* reach *your annual maximum*, there will be no money left to pay for the new service. Another example is if *you* lose coverage before the new service is finished.

We must have all of the information we need to review the treatment plan; and, to make a benefit decision. We will send *you our* initial decision in writing within 15 calendar days. For urgent or emergency services, we will give *you our* decision within 72 hours.

If the service is denied, the notice will explain the reason(s) for the denial. The notice will include the process for filing an appeal. Once a denial is made, *you* have 180 days from the day *you* get *our* notice to file an appeal.

### **Post-service Claims**

A post-service claim is a claim that is filed after dental care has been received. All services must be complete to qualify for benefits; e.g., permanent crowns must be cemented; bridges or dentures must be inserted. We will send *you our initial decision in writing* within 30 calendar days of the day we receive the claim. We will send *you* a notice if we can't process a post service claim because information is missing. The notice will be sent to *you* within 30 days. It will tell *you* what additional information we need to process the claim. An *in-network dentist* must give *us* the information we need to process a claim. If not provided, the *dentist* may not charge the patient for any un- paid amount. Refer to the **Expedited Reviews** section for claims involving urgent or emergency services.

We will provide notice or payment to *you* or *your dentist* within 45 days after receipt of a complete claim. A complete claim has all the supporting documentation we need to make a claim decision. If we do not notify or pay within this time, we will pay interest on the amount not paid. Interest will be paid at a rate of 1 ½ percent per month (not to exceed 18% per year). Interest is paid from the 45<sup>th</sup> day after we received the complete claim.

If the service is denied, the notice will explain the reason(s) for the denial. It will include the process for filing an appeal. Once a denial is made, *you* have 180 days from the day *you* receive *our* notice to file an appeal.

### **To Appeal an Adverse Benefit Decision**

If *you* receive an *adverse benefit decision*, *you* have the right to have it reviewed. An adverse decision means a decision not to approve a service, in whole or in part. *Adverse benefit decisions* include:

- *Administrative adverse benefit decisions.* These do not require us to use dental judgment or clinical criteria. Examples include decisions not to approve because a *member* is not eligible for coverage, or a decision that a benefit is not a covered benefit under the *Plan*, or that the *waiting period* has not been met, or that the frequency on a service has gone above the limit.
- *Non-administrative adverse benefit decisions.* These require *us* to use dental judgment or clinical criteria to determine if the service is *dentally necessary* and/or appropriate. These decisions are made by *dentists* using *our* review guidelines, which detail the

clinical criteria that must be met for a service to be covered. These guidelines are found at [altusdental.com](http://altusdental.com).

For all adverse decisions, follow the process below to file an appeal. If *you* are in Rhode Island and feel that *we* did not follow the appeals process as described in this part, *you* may contact the Rhode Island Resource, Education and Assistance Consumer Helpline (RIREACH) at 300 Jefferson Blvd., Suite 300, Warwick, RI 02888, 1-855-747-3224, [www.rireach.org](http://www.rireach.org). This is Rhode Island's Health Insurance Consumer Assistance Program.

**When to File an Appeal:** *You* must file *your* appeal within 180 days of the date *you* receive the original coverage denial.

**How and Where You Can File an Appeal:** *You* must file an appeal in writing. For urgent or emergency services\*, *you* may call Customer Service to start an appeal. **Send *your* appeal to: Altus Dental Insurance Company, Inc., Attn: Appeals, P.O. Box 1557, Providence, RI, 02901-1557.** *Your* appeal should ask *us* to reconsider and tell *us* why *you* believe the service was wrongly denied. It should include a copy of the Explanation of Benefits or Pre-treatment Estimate notice. *You* should include the patient's name; the member identification number; and, a detailed description of *your* concern. Appeals of coverage decisions based on *dental necessity* should also include clinical treatment notes; narratives; photos; x-rays; charting; and, any other necessary clinical documents that support *your* claim. To be covered, services must meet the criteria in *our* review guidelines found at [altusdental.com](http://altusdental.com). *Your* appeal will be reviewed based on the material *you* send *us*. If the file is incomplete, *we* might not have all the information *we* need to make an appropriate decision. *You* should add any information that is relevant to considering the appeal.

The Explanation of Benefits or Pre-treatment Estimate notice sent to *you* with the original denial has numbered messages. These messages explain the reason(s) for *our* denial. They also refer to any plan terms the decision was based on; and may refer to any guideline; protocol; or, criteria *we* used to make the denial. *You* have the right to see copies of all documents related to the claim. *We* will also give *you* a copy of any internal rule, guideline, or protocol *we* used. *We* will also explain the scientific or clinical judgment *we* used to make *our* decision. *We* will give *you* this information, if *you* ask for it, at no charge.

**Who Will Review Your Appeal:** Appeals will be investigated by an Appeals Coordinator in *our* Program Integrity department. He or she will talk with appropriate departments and decisions will be made by individuals who know about the issues involved in *your* appeal. Appeals regarding *non-administrative adverse benefit decisions* will be reviewed by a licensed *dentist* who has not been involved in any prior reviews and who has not been involved in the direct care of the patient.

**Response to Your Appeal:** *We* will reconsider *our* decision and send *you* a written response within 15 calendar days of receiving *your* appeal (72 hours for urgent or

emergency services). If we do not change *our* decision, *you* have 180 days from the date *you* receive *our* notice to continue the appeal process by sending *us* a written request for an appeal. *We* will send *you* a written response within 15 calendar days of receiving *your* request (72 hours for urgent or emergency services). Before we make a final internal appeal decision, *you* have the right to inspect the entire appeal file and add information. Additional information must be sent in writing and will be held confidential in accordance with applicable state and federal laws.

**External Review Option:** If *your* final internal appeal to reverse a *non-administrative adverse benefit decision* is denied, *you* may request an external appeal. External appeals are sent to an independent review agency. *You* have 125 calendar days from the date *you* receive *our* final internal appeal decision to send *your* request to *us* in writing. *You* can add information to the file for review by sending it to *us* in writing within 5 business days after starting the appeal. *We* will send all documentation we reviewed to the review agency.

**Cost for External Review:** *You* must pay \$50 (up to a maximum of \$150 per *policy year per member*). Include a check made payable to Altus Dental Insurance Company, Inc. for *your* share of the cost with *your* request. If *your plan* includes pediatric dental essential health benefits for children under age 19 and the appeal involves a service for a *member* under age 19, the cost of the external review is \$25 (up to a maximum of \$75 per *policy year per member*). The fee may be waived if paying it would cause *you* undue financial hardship.

**Response to Your External Appeal:** The review agency will notify *you* about the outcome of *your* appeal within 10 calendar days of their receipt of all information needed to complete the review. If the external review agency overturns *our* decision, *we* will reimburse *you* within 60 days of the notice of overturn for *your* share of the fee.

**Additional Information:** Under certain circumstances, once the internal appeals process is exhausted, the *member* may also have the right to bring a civil action. This right is given under Section 502(a) of the ERISA Act. The *member* does not have this right if he/she is a member of a governmental plan, church plan, or a plan not established or maintained by an employer.

### **Expedited Reviews**

If *your* claim involves urgent or emergency services as defined below, *you* have the right to an expedited review. For expedited reviews, *we* will complete *our* review and make a decision within 72 hours. *We* must receive all of the information needed to review the claim. Call Customer Service to obtain an expedited review.

\*"Urgent services" includes those resources necessary to treat a symptomatic health care condition that a prudent layperson, acting reasonably would believe necessitates treatment within a 24 hour period of the onset of such a condition in order that the patient's health status not decline as a consequence. This does not include "emergency services"

as defined below.

“Emergency services” means those resources provided in the event of the sudden onset of a health condition that the absence of immediate medical attention could reasonably be expected, by a prudent layperson, to result in placing the patient’s health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

## **Resolution of Inquiries and Complaints**

### **Inquiries**

If *you* have questions or concerns, send an email to customerservice@altusdental.com. *You* may also call Customer Service toll-free at **1-877-223-0588**; or, mail or fax the inquiry to: **Altus Dental Insurance Company, Inc., P.O. Box 1557, Providence, RI 02901-1557, Fax: 401-457-7260**. *We* will try to resolve it as soon as *we* can. The appeals process above describes how to appeal a claim decision.

### **Complaints**

If *you* have a complaint, send an email to customerservice@altusdental.com; or, call *us* at 1-877-223-0588. *We* settle most complaints on first contact. However, if *your* complaint needs more research (e.g., it involves quality of care; fraud; or, abuse, etc.), *we* will settle it as soon as *we* can. If *you* are not satisfied, *you* may call the Massachusetts Division of Insurance.

## **Other Provisions**

### **Claims Review**

This *Certificate* provides coverage only for *dentally necessary* and appropriate care. The decision whether a service is *dentally necessary* is solely for the purpose of claims payment. It is not a professional dental judgment. *You* have the right to appeal *our* decision. Refer to the **Claims Procedures** section, and the definition of “*dentally necessary*” in the **Definitions** section.

Although *we* may conduct review, *we* do not act as a *dentist*. *We* do not provide dental care. *We* do not make dental judgments. Nothing here is meant to change; or, affect *your* relationship with *your dentist*.

### **Access to Records**

When *you* file a claim, *you* agree to give *us* the right to get, from any source, all dental records and/or related information that *we* need. *We* will keep *your* information confidential. *We* can also have a licensed *dentist* examine, at *our* expense, any person making a claim. *You* agree that *dentists* may give *us* individually identifiable health information. *You* also agree that *we* may use and disclose such information as described in *our* Notice of Privacy Practices. *You* can find this Notice on *our* website.

You can also call Customer Service for a copy.

*In-network dentists* must give *us* all of the information *we* need to process *your* claim. They will not charge for this service. If *you* get services from an *out-of-network dentist*, *you* must help *us* get all of the records *we* need. *We* will not pay the *dentist* for giving *us* this information. If the *out-of-network dentist* does not give *us* this information, *we* may not provide benefit payments to *you*.

## Office of Patient Protection

The Office of Patient Protection (OPP) in Massachusetts assists consumers with questions regarding health insurance. You may contact the OPP toll-free at 1-800-436-7757, by fax at 617-624-5046, or visit their website at [www.mass.gov/hpc/opp](http://www.mass.gov/hpc/opp).

## Document Changes

*We* or *your plan sponsor* may change a part of *your Certificate*. This is usually done on the anniversary date of *your plan sponsor's* contract with *us*. Any change will have an effective date. The change will apply to all benefits for services *you* receive on or after the effective date. Changes in the *Certificate* are not valid unless approved by an officer of Altus Dental; and, are made a written part of this *Certificate* or the *Benefits Summary*. *We* will give the group representative of *your plan sponsor* at least 60 days advance notice when *we* make any *material changes* to *covered services*. The notice will include any changes in clinical review standards. The notice will also include the effect such changes may have on *your* personal liability for the cost of such changes. *We* will also give *your* group representative an annual notice listing all *in-network dentists*.

*We* will provide an addendum or supplementary insert for each enrolled *subscriber* residing in Massachusetts for notice of all *material changes* to this *Certificate*.

## Notices

To You: When *we* send a notice to *your plan sponsor*, *we* will send it by first class mail, e-mail or fax. Once *we* send the notice, *we* are not responsible for its delivery. It will be *your plan sponsor's* responsibility to notify *you* if the notice is sent to *your plan sponsor*. This applies to any notices regarding premium charges as well as to a notice of a change in the premium charge or a change in the *Certificate*. If *your* name or mailing address should change, *you* should notify *us* or *your plan sponsor* at once. Be sure to give *us* or *your plan sponsor* both *your* old name and address as well as *your* new name and address.

To Us: Send mail to Altus Dental Insurance Company, Inc., P.O. Box 1557, Providence, RI 02901-1557; or email us at [customerservice@altusdental.com](mailto:customerservice@altusdental.com). Always include *your* name and *your* ID number.

## Acts of Providers

*We* will not get involved with the relationship between *dentists* and patients. *We* are not responsible if a *dentist* refuses to treat *you*. *We* are not liable for injuries or damages resulting from the acts or omissions of a *dentist*. *We* are not responsible if *you* are dissatisfied with the treatment or services *your dentist* provides.

## **Right to Recover Overpayments**

If we pay more than we should, we can recoup payment from either *you*; or, the *dentist*. We can also deduct any payment we have made from any benefits properly paid under this policy if the payment was made:

1. In error; or
2. Due to a misstatement in a proof of loss; or
3. Due to fraud or misrepresentation of a material fact to procure coverage or under the terms of the coverage; or
4. For an ineligible person; or,
5. Due to a claim for which benefits are recoverable under any policy or act of law providing coverage for occupational injury or disease, to the extent that such benefits are recovered.

If we have already made claim payments to a covered person; we can reduce the payment we would make on a future claim to recoup an overpayment.

## **Conformity with Applicable Laws**

We amend any term of this *Certificate* which conflicts with any relevant law. We do this to conform to the minimum requirements of such law.

This *Certificate* and the *Benefits Summary*, is a description of *your* benefits; rights; and, obligations under the *plan*.

*Your* membership ID card identifies *you* as a person with these benefits. Please show the ID card to *your dentist* whenever *you* or *your dependents* receive services.

## **Preexisting Conditions**

There are no preexisting condition limitations in this *plan*.

## Services Covered by the Plan

### Dental Expense Benefits

- Your benefits are based on a Benefit Year. A Benefit Year runs from September 1 through August 31.
- Benefit Period means the period from September 1 of any year through August 31 of the next year. But during the first year a person is insured, a benefit period means the period from his or her effective date through August 31 of the next year.

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

#### Benefit Class

#### Class Description

Class 1  
Class 2

Post Doctoral Researcher  
Graduate Employee

#### Class Number 1-Post Doctoral Researcher

### **DENTAL EXPENSE BENEFITS**

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

Deductible Amount:

In Network Deductible:      \$0

Out of Network Deductible: \$0 Type 1 & Type 4  
\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

Coinsurance Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%
Policy Year Maximum		\$2,250*+

\*Type 1 Procedures do not count toward the Maximum Benefit.

+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

## Orthodontic Expense Benefits

\$0

Deductible Amount - Once per lifetime

Coinsurance Percentage

50%

Maximum Benefit During Lifetime

\$1,000

### Class Number 2-Graduate Employee

## Dental Expense Benefits

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

Deductible Amount:

In Network Deductible: \$0

Out of Network Deductible: \$0 Type 1 & Type 4

\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

Coinsurance Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%
Policy Year Maximum		\$2,250*+

\*Type 1 Procedures do not count toward the Maximum Benefit.

+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

## Orthodontic Expense Benefits

Deductible Amount - Once per lifetime

\$0

Coinsurance Percentage

50%

Maximum Benefit During Lifetime

\$1,000

**TABLE OF DENTAL PROCEDURES**  
**TYPE 1 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**ROUTINE ORAL EVALUATION**

- D0120 Periodic oral evaluation - established patient.  
D0160 Detailed and extensive oral evaluation - problem focused, by report.  
D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver.  
D0150 Comprehensive oral evaluation - new or established patient.  
D0180 Comprehensive periodontal evaluation - new or established patient.

**COMPREHENSIVE EVALUATION: D0150, D0180**

- Coverage is limited to 1 of each of these procedures per provider.
- In addition, D0150, D0180 coverage is limited to 2 of any of these procedures per 12 month(s).
- D0120, D0145, also contribute(s) to this limitation.
- If frequency met, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

**ROUTINE EVALUATION: D0120, D0145**

- Coverage is limited to 2 of any of these procedures per 12 month(s).
- D0150, D0180, also contribute(s) to this limitation.
- Procedure D0120 will be considered for individuals age 3 and over. Procedure D0145 will be considered for individuals age 2 and under.

**LIMITED ORAL EVALUATION**

- D0140 Limited oral evaluation - problem focused.  
D0170 Re-evaluation - limited, problem focused (established patient; not post-operative visit).

**LIMITED ORAL EVALUATION: D0140, D0170**

- Coverage is allowed for accidental injury only. If not due to an accident, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

- D9310 Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician.  
D9430 Office visit for observation (during regularly scheduled hours) - no other services performed.  
D9440 Office visit - after regularly scheduled hours.  
D9930 Treatment of complications (post-surgical) - unusual circumstances, by report.

**COMPLETE SERIES OR PANORAMIC**

- D0210 Intraoral - complete series of radiographic images.  
D0330 Panoramic radiographic image.

**COMPLETE SERIES/PANORAMIC: D0210, D0330**

- Coverage is limited to 1 of any of these procedures per 5 year(s).

**OTHER XRAYs**

- D0220 Intraoral - periapical first radiographic image.  
D0230 Intraoral - periapical each additional radiographic image.  
D0240 Intraoral - occlusal radiographic image.  
D0250 Extra-oral - 2D projection radiographic image created using a stationary radiation source, and detector.  
D0251 Extra-oral posterior dental radiographic image.

**PERIAPICAL: D0220, D0230**

- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

**BITEWINGS**

- D0270 Bitewing - single radiographic image.  
D0272 Bitewings - two radiographic images.  
D0273 Bitewings - three radiographic images.  
D0274 Bitewings - four radiographic images.  
D0277 Vertical bitewings - 7 to 8 radiographic images.

**BITEWINGS: D0270, D0272, D0273, D0274**

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D0277, also contribute(s) to this limitation.
- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

VERTICAL BITEWINGS: D0277

- Coverage is limited to 1 of any of these procedures per 5 year(s).
- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

## TYPE 1 PROCEDURES

### PRE-DIAGNOSTIC TEST

D0431 Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures.

TESTS: D0431

- Coverage is limited to 1 of any of these procedures per 2 year(s).
- Benefits are considered for persons from age 35 and over.

### ORAL PATHOLOGY/LABORATORY

D0472 Accession of tissue, gross examination, preparation and transmission of written report.

D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report.

D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report.

ORAL PATHOLOGY LABORATORY: D0472, D0473, D0474

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- Coverage is limited to 1 examination per biopsy/excision.

### PROPHYLAXIS (CLEANING) AND FLUORIDE

D1110 Prophylaxis - adult.

D1120 Prophylaxis - child.

D1206 Topical application of fluoride varnish.

D1208 Topical application of fluoride-excluding varnish.

D9932 Cleaning and inspection of removable complete denture, maxillary.

D9933 Cleaning and inspection of removable complete denture, mandibular.

D9934 Cleaning and inspection of removable partial denture, maxillary.

D9935 Cleaning and inspection of removable partial denture, mandibular.

FLUORIDE: D1206, D1208

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- Benefits are considered for persons age 18 and under.

PROPHYLAXIS: D1110, D1120

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- D4346, D4910, also contribute(s) to this limitation.
- An adult prophylaxis (cleaning) is considered for individuals age 14 and over. A child prophylaxis (cleaning) is considered for individuals age 13 and under. Benefits for prophylaxis (cleaning) are not available when performed on the same date as periodontal procedures.

CLEANING AND INSPECTION OF REMOVABLE DENTURE: D9932, D9933, D9934, D9935

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- Benefits are not available when performed on the same date as prophylaxis (cleaning) or periodontal maintenance.

### FULL MOUTH DEBRIDEMENT

D4355 Full mouth debridement to enable comprehensive oral evaluation and diagnosis on a subsequent visit.

FULL MOUTH DEBRIDEMENT: D4355

- Coverage is limited to 1 of any of these procedures per 5 year(s).

### SEALANTS AND CARIES MEDICAMENTS

D1351 Sealant - per tooth.

D1352 Preventive resin restoration in a moderate to high caries risk patient-permanent.

D1353 Sealant repair - per tooth.

D1354 Interim caries arresting medicament application-per tooth.

D1355 Caries preventive medicament application - per tooth.

SEALANT: D1351, D1352, D1353

- Coverage is limited to 1 of any of these procedures per lifetime.
- D1354, D1355, also contribute(s) to this limitation.
- Benefits are considered for persons age 18 and under.
- Benefits are considered on permanent molars only, excluding 3rd molars (wisdom teeth).
- Coverage is allowed on the occlusal surface only.

### SPACE MAINTAINERS

D1510 Space maintainer-fixed, unilateral-per quadrant.

D1516 Space maintainer - fixed - bilateral, maxillary. D1517

Space maintainer - fixed - bilateral, mandibular.

D1520 Space maintainer-removable, unilateral-per quadrant.

D1526 Space maintainer - removable - bilateral, maxillary.

## TYPE 1 PROCEDURES

D1527 Space maintainer - removable - bilateral, mandibular.  
D1551 Re-cement or re-bond bilateral space maintainer-maxillary.  
D1552 Re-cement or re-bond bilateral space maintainer-mandibular.  
D1553 Re-cement or re-bond unilateral space maintainer-per quadrant.  
D1556 Removal of fixed unilateral space maintainer-per quadrant.  
D1557 Removal of fixed bilateral space maintainer-maxillary.  
D1558 Removal of fixed bilateral space maintainer-mandibular.  
D1575 Distal shoe space maintainer - fixed, unilateral-per quadrant.

SPACE MAINTAINER: D1510, D1516, D1517, D1520, D1526, D1527, D1575

- Benefits are considered for persons age 13 and under.
- Coverage is limited to space maintenance for unerupted teeth, following extraction of primary teeth. Allowances include all adjustments within 6 months of placement date.

### PERIODONTAL MAINTENANCE

D4346 Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation.

D4910 Periodontal maintenance.

PERIODONTAL MAINTENANCE: D4346, D4910

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- D1110, D1120, also contribute(s) to this limitation.
- Benefits are not available if performed on the same date as any other periodontal service. Procedure D4910 is contingent upon evidence of full mouth active periodontal therapy. Procedure D4346 is limited to persons age 14 and over.

### APPLIANCE THERAPY

D8210 Removable appliance therapy.

D8220 Fixed appliance therapy.

APPLIANCE THERAPY: D8210, D8220

- Coverage is limited to the correction of thumb-sucking

**TYPE 2 PROCEDURES**  
**TYPE 2 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**AMALGAM RESTORATIONS (FILLINGS)**

D2140 Amalgam - one surface, primary or permanent.  
D2150 Amalgam - two surfaces, primary or permanent.  
D2160 Amalgam - three surfaces, primary or permanent.  
D2161 Amalgam - four or more surfaces, primary or permanent.

AMALGAM RESTORATIONS: D2140, D2150, D2160, D2161

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990, D9911, also

contribute(s) to this limitation.

**INLAY RESTORATIONS**

D2510 Inlay - metallic - one surface.  
D2520 Inlay - metallic - two surfaces.  
D2530 Inlay - metallic - three or more surfaces.  
D2610 Inlay - porcelain/ceramic - one surface.  
D2620 Inlay - porcelain/ceramic - two surfaces.  
D2630 Inlay - porcelain/ceramic - three or more surfaces.  
D2650 Inlay - resin-based composite - one surface.  
D2651 Inlay - resin-based composite - two surfaces.  
D2652 Inlay - resin-based composite - three or more surfaces.

INLAY: D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652

- Inlays will be considered at an alternate benefit of an amalgam/composite restoration and only when resulting from caries (tooth decay) or traumatic injury.

**RESIN RESTORATIONS (FILLINGS)**

D2330 Resin-based composite - one surface, anterior.  
D2331 Resin-based composite - two surfaces, anterior.  
D2332 Resin-based composite - three surfaces, anterior.  
D2335 Resin-based composite - four or more surfaces or involving incisal angle (anterior).  
D2391 Resin-based composite - one surface, posterior.  
D2392 Resin-based composite - two surfaces, posterior.  
D2393 Resin-based composite - three surfaces, posterior.  
D2394 Resin-based composite - four or more surfaces, posterior.  
D2410 Gold foil - one surface.  
D2420 Gold foil - two surfaces.  
D2430 Gold foil - three surfaces.  
D2990 Resin infiltration of incipient smooth surface lesions.

COMPOSITE RESTORATIONS: D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D9911, also contribute(s) to this limitation.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

GOLD FOIL RESTORATIONS: D2410, D2420, D2430

- Gold foils are considered at an alternate benefit of an amalgam/composite restoration.

**STAINLESS STEEL CROWN (PREFABRICATED CROWN)**

D2390 Resin-based composite crown, anterior.  
D2928 Prefabricated porcelain/ceramic crown - permanent tooth.  
D2929 Prefabricated porcelain/ceramic crown - primary tooth.  
D2930 Prefabricated stainless steel crown - primary tooth.  
D2931 Prefabricated stainless steel crown - permanent tooth.  
D2932 Prefabricated resin crown.  
D2933 Prefabricated stainless steel crown with resin window.  
D2934 Prefabricated esthetic coated stainless steel crown - primary tooth.

STAINLESS STEEL CROWN: D2390, D2928, D2929, D2930, D2931, D2932, D2933, D2934

- Replacement is limited to 1 of any of these procedures per 12 month(s).
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.

**RECEMENT**

D2910 Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration. D2915

## TYPE 2 PROCEDURES

Re-cement or re-bond indirectly fabricated or prefabricated post and core. D2920 Re-cement or re-bond crown.

D2921 Reattachment of tooth fragment, incisal edge or cusp.  
D6092 Re-cement or re-bond implant/abutment supported crown.  
D6093 Re-cement or re-bond implant/abutment supported fixed partial denture.  
D6930 Re-cement or re-bond fixed partial denture.

D6980 Fixed partial denture repair necessitated by restorative material failure.

### CROWN LENGTHENING

D4249 Clinical crown lengthening - hard tissue.

### FIXED CROWN AND PARTIAL DENTURE REPAIR

D2980 Crown repair necessitated by restorative material failure.  
D2981 Inlay repair necessitated by restorative material failure.  
D2982 Onlay repair necessitated by restorative material failure.  
D2983 Veneer repair necessitated by restorative material failure.

### SEDATIVE FILLING

D2940 Protective restoration.  
D2941 Interim therapeutic restoration - primary dentition.

### PULP CAP

D3110 Pulp cap - direct (excluding final restoration).

### ENDODONTICS MISCELLANEOUS

D3220 Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament.  
D3221 Pulpal debridement, primary and permanent teeth.  
D3222 Partial Pulpotomy for apexogenesis - permanent tooth with incomplete root development.  
D3230 Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration).  
D3240 Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration).  
D3333 Internal root repair of perforation defects.  
D3351 Apexification/recalcification - initial visit (apical closure/calccific repair of perforations, root resorption, etc.).  
D3352 Apexification/recalcification - interim medication replacement (apical closure/calccific repair of perforations, root resorption, pulp space disinfection, etc.).  
D3353 Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calccific repair of perforations, root resorption, etc.).  
D3357 Pulpal regeneration - completion of treatment.  
D3430 Retrograde filling - per root.  
D3450 Root amputation - per root.  
D3920 Hemisection (including any root removal), not including root canal therapy.

ENDODONTICS MISCELLANEOUS: D3333, D3430, D3450, D3920

- Procedure D3333 is limited to permanent teeth only.

### ENDODONTIC THERAPY (ROOT CANALS)

D3310 Endodontic therapy, anterior tooth.  
D3320 Endodontic therapy, premolar tooth (excluding final restorations).  
D3330 Endodontic therapy, molar tooth (excluding final restorations).  
D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth.  
D3346 Retreatment of previous root canal therapy - anterior.  
D3347 Retreatment of previous root canal therapy - premolar.  
D3348 Retreatment of previous root canal therapy - molar.

ROOT CANALS: D3310, D3320, D3330, D3332

- Benefits are considered on permanent teeth only.
- Allowances include intraoperative radiographic images and cultures but exclude final restoration.

RETREATMENT OF ROOT CANAL: D3346, D3347, D3348

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- D3310, D3320, D3330, also contribute(s) to this limitation.
- Benefits are considered on permanent teeth only.
- Coverage is limited to service dates more than 12 months after root canal therapy. Allowances include intraoperative radiographic images and cultures but exclude final restoration.

### SURGICAL ENDODONTICS

D3355 Pulpal regeneration - initial visit.  
D3356 Pulpal regeneration - interim medication replacement.  
D3410 Apicoectomy - anterior.

## TYPE 2 PROCEDURES

D3421	Apicoectomy - premolar (first root).
D3425	Apicoectomy - molar (first root).
D3426	Apicoectomy (each additional root).
D3471	Surgical repair of root resorption - anterior.
D3472	Surgical repair of root resorption - premolar.
D3473	Surgical repair of root resorption - molar.
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption - anterior.
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption - premolar.
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption - molar.

## SURGICAL PERIODONTICS

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4263	Bone replacement graft - retained natural tooth - first site in quadrant.
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant.
D4265	Biologic materials to aid in soft and osseous tissue regeneration.
D4270	Pedicle soft tissue graft procedure.
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft.
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area).
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant or edentulous tooth position in graft.
D4276	Combined connective tissue and double pedicle graft, per tooth.
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant, or edentulous tooth position in graft.
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4283	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) - each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4285	Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) - each additional contiguous tooth, implant or edentulous tooth position in same graft site.

BONE GRAFTS: D4263, D4264, D4265

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

GINGIVECTOMY: D4210, D4211

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

OSSEOUS SURGERY: D4240, D4241, D4260, D4261

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

TISSUE GRAFTS: D4270, D4273, D4275, D4276, D4277, D4278, D4283, D4285

- Each quadrant is limited to 2 of any of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

## NON-SURGICAL PERIODONTICS

D4341	Periodontal scaling and root planing - four or more teeth per quadrant.
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant.
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report.

## TYPE 2 PROCEDURES

### ANTIMICROBIAL AGENTS: D4381

- Each quadrant is limited to 2 of any of these procedures per 2 year(s).

### PERIODONTAL SCALING & ROOT PLANING: D4341, D4342

- Each quadrant is limited to 1 of each of these procedures per 2 year(s).

### DENTURE REPAIR

D5511	Repair broken complete denture base, mandibular.
D5512	Repair broken complete denture base, maxillary.
D5520	Replace missing or broken teeth - complete denture (each tooth).
D5611	Repair resin partial denture base, mandibular.
D5612	Repair resin partial denture base, maxillary.
D5621	Repair cast partial framework, mandibular.
D5622	Repair cast partial framework, maxillary.
D5630	Repair or replace broken retentive/clasping materials per tooth.
D5640	Replace broken teeth - per tooth.

### ADD TOOTH/CLASP TO EXISTING PARTIAL

D5650	Add tooth to existing partial denture.
D5660	Add clasp to existing partial denture-per tooth.

### DENTURE REBASES

D5710	Rebase complete maxillary denture.
D5711	Rebase complete mandibular denture.
D5720	Rebase maxillary partial denture.
D5721	Rebase mandibular partial denture.

### DENTURE RELINES

D5730	Reline complete maxillary denture (direct).
D5731	Reline complete mandibular denture (direct).
D5740	Reline maxillary partial denture (direct).
D5741	Reline mandibular partial denture (direct).
D5750	Reline complete maxillary denture (indirect).
D5751	Reline complete mandibular denture (indirect).
D5760	Reline maxillary partial denture (indirect).
D5761	Reline mandibular partial denture (indirect).

DENTURE RELINE: D5730, D5731, D5740, D5741, D5750, D5751, D5760, D5761

- Coverage is limited to service dates more than 6 months after placement date.

### TISSUE CONDITIONING

D5850	Tissue conditioning, maxillary.
D5851	Tissue conditioning, mandibular.

### NON-SURGICAL EXTRACTIONS

D7111	Extraction, coronal remnants - primary tooth.
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal).

### SURGICAL EXTRACTIONS

D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated.
D7220	Removal of impacted tooth - soft tissue.
D7230	Removal of impacted tooth - partially bony.
D7240	Removal of impacted tooth - completely bony.
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications.
D7250	Removal of residual tooth roots (cutting procedure).
D7251	Coronectomy-intentional partial tooth removal.

### OTHER ORAL SURGERY

D7260	Oroantral fistula closure.
D7261	Primary closure of a sinus perforation.
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth.
D7272	Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization).
D7280	Exposure of an unerupted tooth.
D7282	Mobilization of erupted or malpositioned tooth to aid eruption.
D7283	Placement of device to facilitate eruption of impacted tooth.
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.
D7311	Alveoplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.

## TYPE 2 PROCEDURES

D7321 Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.  
D7340 Vestibuloplasty - ridge extension (secondary epithelialization).  
D7350 Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue).

D7410 Excision of benign lesion up to 1.25 cm.  
D7411 Excision of benign lesion greater than 1.25 cm.  
D7412 Excision of benign lesion, complicated.  
D7413 Excision of malignant lesion up to 1.25 cm.  
D7414 Excision of malignant lesion greater than 1.25 cm.  
D7415 Excision of malignant lesion, complicated.  
D7440 Excision of malignant tumor - lesion diameter up to 1.25 cm.  
D7441 Excision of malignant tumor - lesion diameter greater than 1.25 cm.  
D7450 Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm.  
D7451 Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm.  
D7460 Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm.  
D7461 Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm.  
D7465 Destruction of lesion(s) by physical or chemical method, by report.  
D7471 Removal of lateral exostosis (maxilla or mandible).  
D7472 Removal of torus palatinus.  
D7473 Removal of torus mandibularis.  
D7485 Reduction of osseous tuberosity.  
D7490 Radical resection of maxilla or mandible.  
D7510 Incision and drainage of abscess - intraoral soft tissue.  
D7520 Incision and drainage of abscess - extraoral soft tissue.  
D7530 Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue.  
D7540 Removal of reaction producing foreign bodies, musculoskeletal system.  
D7550 Partial osteotomy/sequestrectomy for removal of non-vital bone.  
D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body.  
D7910 Suture of recent small wounds up to 5 cm.  
D7911 Complicated suture - up to 5 cm.  
D7912 Complicated suture - greater than 5 cm.  
D7961 Buccal/labial frenectomy (frenulectomy).  
D7962 Lingual frenectomy (frenulectomy).  
D7963 Frenuloplasty.  
D7970 Excision of hyperplastic tissue - per arch.  
D7972 Surgical reduction of fibrous tuberosity.  
D7979 Non-surgical sialolithotomy.  
D7980 Surgical sialolithotomy.  
D7983 Closure of salivary fistula.

REMOVAL OF BONE TISSUE: D7471, D7472, D7473

- Coverage is limited to 5 of any of these procedures per lifetime.

### BIOPSY OF ORAL TISSUE

D7285 Incisional biopsy of oral tissue - hard (bone, tooth).  
D7286 Incisional biopsy of oral tissue - soft.  
D7287 Exfoliative cytological sample collection. D7288  
Brush biopsy - transepithelial sample collection.

### PALLIATIVE

D9110 Palliative (emergency) treatment of dental pain - minor procedure.

PALLIATIVE TREATMENT: D9110

- Not covered in conjunction with other procedures, except diagnostic x-ray radiographic images.

### ANESTHESIA-GENERAL/IV

D9219 Evaluation for moderate sedation, deep sedation or general anesthesia.  
D9222 Deep sedation/general anesthesia - first 15 minutes.  
D9223 Deep sedation/general anesthesia - each subsequent 15 minute increment.  
D9239 Intravenous moderate (conscious) sedation/analgesia - first 15 minutes.  
D9243 Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minute increment.

GENERAL ANESTHESIA: D9222, D9223, D9239, D9243

- Coverage is only available with a cutting procedure. A maximum of four (D9222, D9223, D9239 or D9243) will be considered.

## TYPE 2 PROCEDURES

### MISCELLANEOUS

D0486 Laboratory accession of transepithelial cytologic sample, microscopic examination, preparation and transmission of written report.

D2951 Pin retention - per tooth, in addition to restoration.

D9911 Application of desensitizing resin for cervical and/or root surfaces, per tooth.

#### DESENSITIZATION: D9911

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990, also contribute(s) to this limitation.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

### NON-SURGICAL MISCELLANEOUS

D0320 Temporomandibular joint arthrogram, including injection.

D0321 Other temporomandibular joint radiographic images, by report.

**TYPE 3 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**ONLAY RESTORATIONS**

D2542 Onlay - metallic - two surfaces.  
D2543 Onlay - metallic - three surfaces.  
D2544 Onlay - metallic - four or more surfaces.  
D2642 Onlay - porcelain/ceramic - two surfaces.  
D2643 Onlay - porcelain/ceramic - three surfaces.  
D2644 Onlay - porcelain/ceramic - four or more surfaces.  
D2662 Onlay - resin-based composite - two surfaces.  
D2663 Onlay - resin-based composite - three surfaces.  
D2664 Onlay - resin-based composite - four or more surfaces.

ONLAY: D2542, D2543, D2544, D2642, D2643, D2644, D2662, D2663, D2664

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

**CROWNS SINGLE RESTORATIONS**

D2710 Crown - resin-based composite (indirect).  
D2712 Crown - 3/4 resin-based composite (indirect).  
D2720 Crown - resin with high noble metal.  
D2721 Crown - resin with predominantly base metal.  
D2722 Crown - resin with noble metal.  
D2740 Crown - porcelain/ceramic.  
D2750 Crown - porcelain fused to high noble metal.  
D2751 Crown - porcelain fused to predominantly base metal.  
D2752 Crown - porcelain fused to noble metal.  
D2753 Crown-porcelain fused to titanium and titanium alloys.  
D2780 Crown - 3/4 cast high noble metal.  
D2781 Crown - 3/4 cast predominantly base metal.  
D2782 Crown - 3/4 cast noble metal.  
D2783 Crown - 3/4 porcelain/ceramic.  
D2790 Crown - full cast high noble metal.

## TYPE 3 PROCEDURES

D2791 Crown - full cast predominantly base metal.

D2792 Crown - full cast noble metal.

D2794 Crown - titanium and titanium alloys.

CROWN: D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782,

D6783, D6784, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

### CORE BUILD-UP

D2950 Core buildup, including any pins when required.

CORE BUILDUP: D2950

- A pretreatment is strongly suggested for D2950. This is reviewed by our dental consultants and benefits are allowed when diagnostic data indicates significant tooth structure loss.

### POST AND CORE

D2952 Post and core in addition to crown, indirectly fabricated.

D2954 Prefabricated post and core in addition to crown.

D9120 Fixed partial denture sectioning.

### PROSTHODONTICS - FIXED/REMOVABLE (DENTURES)

D5110 Complete denture - maxillary.

D5120 Complete denture - mandibular.

D5130 Immediate denture - maxillary.

D5140 Immediate denture - mandibular.

D5211 Maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5212 Mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5213 Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

D5214 Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

D5221 Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5222 Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5223 Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

## TYPE 3 PROCEDURES

D5224 Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).  
D5225 Maxillary partial denture-flexible base (including retentive/clasping materials, rests, and teeth).  
D5226 Mandibular partial denture-flexible base (including retentive/clasping materials, rests, and teeth).  
D5282 Removable unilateral partial denture-one piece cast metal (including retentive/clasping materials, rests, and teeth), maxillary.  
D5283 Removable unilateral partial denture-one piece cast metal (including retentive/clasping materials, rests, and teeth), mandibular.  
D5284 Removable unilateral partial denture-one piece flexible base (including retentive/clasping materials, rests, and teeth)-per quadrant.  
D5286 Removable unilateral partial denture-one piece resin (including retentive/clasping materials, rests, and teeth)-per quadrant.  
D5670 Replace all teeth and acrylic on cast metal framework (maxillary).  
D5671 Replace all teeth and acrylic on cast metal framework (mandibular).  
D5810 Interim complete denture (maxillary).  
D5811 Interim complete denture (mandibular).  
D5820 Interim partial denture (including retentive/clasping materials, rests, and teeth), maxillary.  
D5821 Interim partial denture (including retentive/clasping materials, rests, and teeth), mandibular.  
D5863 Overdenture - complete maxillary.  
D5864 Overdenture - partial maxillary.  
D5865 Overdenture - complete mandibular.  
D5866 Overdenture - partial mandibular.  
D5876 Add metal substructure to acrylic full denture (per arch).  
D6110 Implant/abutment supported removable denture for edentulous arch - maxillary.  
D6111 Implant/abutment supported removable denture for edentulous arch - mandibular.  
D6112 Implant/abutment supported removable denture for partially edentulous arch - maxillary.  
D6113 Implant/abutment supported removable denture for partially edentulous arch - mandibular.  
D6114 Implant/abutment supported fixed denture for edentulous arch - maxillary.  
D6115 Implant/abutment supported fixed denture for edentulous arch - mandibular. D6116  
D6116 Implant/abutment supported fixed denture for partially edentulous arch - maxillary.  
D6117 Implant/abutment supported fixed denture for partially edentulous arch - mandibular.  
D6118 Implant/abutment supported interim fixed denture for edentulous arch - mandibular.  
D6119 Implant/abutment supported interim fixed denture for edentulous arch - maxillary.

COMPLETE DENTURE: D5110, D5120, D5130, D5140, D5863, D5865, D5876, D6110, D6111, D6114, D6115

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months after placement date. Procedures D5863, D5865, D6110, D6111, D6114 and D6115 are considered at an alternate benefit of a D5110/D5120. Benefits for procedure D5876 is contingent upon the related denture being covered.

PARTIAL DENTURE: D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D5670, D5671, D5864, D5866, D6112, D6113, D6116, D6117

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D6010, D6040, D6050, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months of placement date. Procedures D5864, D5866, D6112, D6113, D6116 and D6117 are considered at an alternate benefit of a D5213/D5214.

### DENTURE ADJUSTMENTS

D5410 Adjust complete denture - maxillary.  
D5411 Adjust complete denture - mandibular.  
D5421 Adjust partial denture - maxillary.  
D5422 Adjust partial denture - mandibular.

DENTURE ADJUSTMENT: D5410, D5411, D5421, D5422

- Coverage is limited to dates of service more than 6 months after placement date.

## TYPE 3 PROCEDURES

### IMPLANTS

D6010	Surgical placement of implant body: endosteal implant.
D6040	Surgical placement: eposteal implant.
D6050	Surgical placement: transosteal implant.
D6051	Interim abutment.
D6055	Connecting bar-implant supported or abutment supported.
D6056	Prefabricated abutment - includes placement.
D6057	Custom abutment - includes placement.
D6191	Semi-precision abutment-placement.
D6192	Semi-precision attachment-placement.

IMPLANT: D6010, D6040, D6050

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5225, D5226, D5282, D5283, D5284, D5286, D6094, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252,

also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Benefits for procedures D6051, D6055, D6056, D6057, D6191 and D6192 will be contingent upon the implant being covered. Replacement for procedures D6056, D6057, D6191 and D6192 are limited to 1 of any of these procedures in 5 years.

### IMPLANT SERVICES

D6080	Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments.
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure.
D6090	Repair implant supported prosthesis, by report.
D6091	Replacement of replaceable part of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment.
D6095	Repair implant abutment, by report.
D6096	Remove broken implant retaining screw.
D6100	Implant removal, by report.
D6190	Radiographic/surgical implant index, by report.

IMPLANT SERVICES: D6080, D6081, D6090, D6091, D6095, D6096, D6100, D6190

- Coverage for D6080 and D6081 is limited to 2 of any of these procedures in a 12 month period. Coverage for D6090, D6091, D6095 and D6096 is limited to service dates more than 6 months after placement date. Coverage for D6190 is limited to 1 per arch in a 24 month period.

### PROSTHODONTICS - FIXED

D6058	Abutment supported porcelain/ceramic crown.
D6059	Abutment supported porcelain fused to metal crown (high noble metal).
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal).
D6061	Abutment supported porcelain fused to metal crown (noble metal).
D6062	Abutment supported cast metal crown (high noble metal).
D6063	Abutment supported cast metal crown (predominantly base metal).
D6064	Abutment supported cast metal crown (noble metal).
D6065	Implant supported porcelain/ceramic crown.
D6066	Implant supported crown - porcelain fused to high noble alloys.
D6067	Implant supported crown - high noble alloys.
D6068	Abutment supported retainer for porcelain/ceramic FPD.
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal).
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal).
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal).
D6072	Abutment supported retainer for cast metal FPD (high noble metal).
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal).
D6074	Abutment supported retainer for cast metal FPD (noble metal).
D6075	Implant supported retainer for ceramic FPD.
D6076	Implant supported retainer for FPD - porcelain fused to high noble alloys.

## TYPE 3 PROCEDURES

D6077	Implant supported retainer for metal FPD - high noble alloy.
D6082	Implant supported crown-porcelain fused to predominantly base alloys.
D6083	Implant supported crown-porcelain fused to noble alloys.
D6084	Implant supported crown-porcelain fused to titanium and titanium alloys.
D6086	Implant supported crown-predominantly base alloys.
D6087	Implant supported crown-noble alloys.
D6088	Implant supported crown-titanium and titanium alloys.
D6094	Abutment supported crown - titanium and titanium alloys.
D6097	Abutment supported crown-porcelain fused to titanium and titanium alloys.
D6098	Implant supported retainer-porcelain fused to predominantly base alloys.
D6099	Implant supported retainer for FPD-porcelain fused to noble alloys. D6120
	Implant supported retainer-porcelain fused to titanium and titanium alloys.
D6121	Implant supported retainer for metal FPD-predominantly base alloys.
D6122	Implant supported retainer for metal FPD-noble alloys.
D6123	Implant supported retainer for metal FPD-titanium and titanium alloys. D6194
	Abutment supported retainer crown for FPD - titanium and titanium alloys.
D6195	Abutment supported retainer-porcelain fused to titanium and titanium alloys.
D6205	Pontic - indirect resin based composite.
D6210	Pontic - cast high noble metal.
D6211	Pontic - cast predominantly base metal.
D6212	Pontic - cast noble metal.
D6214	Pontic - titanium and titanium alloys. D6240
	Pontic - porcelain fused to high noble metal.
D6241	Pontic - porcelain fused to predominantly base metal.
D6242	Pontic - porcelain fused to noble metal.
D6243	Pontic-porcelain fused to titanium and titanium alloys.
D6245	Pontic - porcelain/ceramic.
D6250	Pontic - resin with high noble metal.
D6251	Pontic - resin with predominantly base metal.
D6252	Pontic - resin with noble metal.
D6545	Retainer - cast metal for resin bonded fixed prosthesis.
D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis.
D6549	Resin retainer - for resin bonded fixed prosthesis.
D6600	Retainer inlay - porcelain/ceramic, two surfaces.
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces.
D6602	Retainer inlay - cast high noble metal, two surfaces.
D6603	Retainer inlay - cast high noble metal, three or more surfaces.
D6604	Retainer inlay - cast predominantly base metal, two surfaces.
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces.
D6606	Retainer inlay - cast noble metal, two surfaces.
D6607	Retainer inlay - cast noble metal, three or more surfaces.
D6608	Retainer onlay - porcelain/ceramic, two surfaces.
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces.
D6610	Retainer onlay - cast high noble metal, two surfaces.
D6611	Retainer onlay - cast high noble metal, three or more surfaces.
D6612	Retainer onlay - cast predominantly base metal, two surfaces.
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces.
D6614	Retainer onlay - cast noble metal, two surfaces.
D6615	Retainer onlay - cast noble metal, three or more surfaces.
D6624	Retainer inlay - titanium.
D6634	Retainer onlay - titanium.
D6710	Retainer crown - indirect resin based composite.
D6720	Retainer crown - resin with high noble metal.
D6721	Retainer crown - resin with predominantly base metal.
D6722	Retainer crown - resin with noble metal.
D6740	Retainer crown - porcelain/ceramic.
D6750	Retainer crown - porcelain fused to high noble metal.
D6751	Retainer crown - porcelain fused to predominantly base metal.
D6752	Retainer crown - porcelain fused to noble metal.
D6753	Retainer crown-porcelain fused to titanium and titanium alloys.
D6780	Retainer crown - 3/4 cast high noble metal.

## TYPE 3 PROCEDURES

D6781	Retainer crown - 3/4 cast predominantly base metal.
D6782	Retainer crown - 3/4 cast noble metal.
D6783	Retainer crown - 3/4 porcelain/ceramic.
D6784	Retainer crown 3/4-titanium and titanium alloys.
D6790	Retainer crown - full cast high noble metal.
D6791	Retainer crown - full cast predominantly base metal.
D6792	Retainer crown - full cast noble metal.
D6794	Retainer crown - titanium and titanium alloys.
D6940	Stress breaker.

FIXED PARTIAL CROWN: D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790, D6791, D6792, D6794

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611,

D6612, D6613, D6614, D6615, D6624, D6634, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL INLAY: D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12.

FIXED PARTIAL ONLAY: D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL PONTIC: D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252

## TYPE 3 PROCEDURES

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6010, D6040, D6050, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097, D6098, D6099, D6120,

D6121, D6122, D6123, D6194, D6195, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED CROWN: D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6194, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243,

D6245, D6250, D6251, D6252, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED RETAINER: D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6098, D6099, D6120, D6121, D6122, D6123, D6194, D6195

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252, also contribute(s) to this limitation
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

## BONE AUGMENTATION

D6104 Bone graft at time of implant placement.

D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report.

D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach.

D7952 Sinus augmentation via a vertical approach.

D7953 Bone replacement graft for ridge preservation - per site.

BONE AUGMENTATION: D6104, D7950, D7951, D7952, D7953

- Each quadrant is limited to 1 of any of these procedures per 5 year(s).
- Coverage of D6104, D7950, D7951, D7952 and D7953 is limited to the treatment and placement of endosteal implant D6010, D6040 eposteal implant or D6050 transosteal implant.

## OCCLUSAL GUARD

D9944 Occlusal guard - hard appliance, full arch.

D9945 Occlusal guard - soft appliance, full arch.

D9946 Occlusal guard - hard appliance, partial arch.

OCCLUSAL GUARD: D9944, D9945, D9946

- Coverage is limited to 1 of any of these procedures per 3 year(s).
- Benefits will not be available if performed for athletic purposes.

## OCCLUSAL ADJUSTMENT

D9951 Occlusal adjustment - limited.

D9952 Occlusal adjustment - complete.

OCCLUSAL ADJUSTMENT: D9951, D9952

- Coverage is considered only when performed in conjunction with periodontal procedures for the treatment of periodontal disease.

## TYPE 3 PROCEDURES

BENEFIT PERIOD - Benefit Year

### **For Additional Limitations - See Limitations**

#### NON-SURGICAL MISCELLANEOUS

D0322	Tomographic survey.
D0340	2D Cephalometric radiographic image - acquisition, measurement and analysis.
D0368	Cone beam CT capture and interpretation for TMJ series including two or more exposures.
D0369	Maxillofacial MRI capture and interpretation.
D0384	Cone beam CT image capture for TMJ series including two or more exposures.
D0385	Maxillofacial MRI image capture.
D0391	Interpretation of diagnostic image by a practitioner not associated with capture of the image, including report.
D0470	Diagnostic casts.
D7880	Occlusal orthotic device, by report.
D7881	Occlusal orthotic device adjustment.
D9130	Temporomandibular joint dysfunction - non-invasive physical therapies.

## Services Not Covered by the Plan

Unless otherwise stated in the *Benefits Summary*, the following are not covered:

- Services that are not *dentally necessary* and appropriate according to *our* review guidelines. Services subject to these guidelines include, but are not limited to, root canals; crowns and related services; bridges; periodontal services; *orthodontics*; and, oral surgery. *We* will make a decision whether a service is *dentally necessary* based on these guidelines. A service may not be covered under these guidelines even if it was recommended by a *dentist*. *Our* guidelines can be found on *our* website at [www.altusdental.com](http://www.altusdental.com). *You* can have *your dentist* send *us* a request for a Pre-treatment Estimate in advance of the service to see if the service meets *our* guidelines.
- Services greater than the *annual maximum*.
- Services received from a dental or medical department maintained by or on behalf of an employer; a mutual benefit association; labor union; trustee; or, similar person or group.
- An illness or injury that *we* decide is employment-related.
- Services *you* would not have to pay for if *you* did not have this Altus Dental coverage.
- Services or supplies that are experimental in terms of generally accepted dental standards.
- Services done by a *dentist* who is a member of *your* immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if *you* did not have this Altus Dental coverage.
- Services done by someone who is not a licensed *dentist* or a licensed *hygienist* working as authorized by applicable law.
- Disorders related to the temporomandibular joints – (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations needed because *you* grind *your* teeth or due to erosion, abrasion, or attrition.
- Services done mainly to change or to improve *your* appearance.
- Splinting and other services to stabilize teeth.
- Laboratory or bacteriological tests or reports.
- Temporary, complete dentures or temporary, fixed bridges or crowns.
- Prescription drugs.
- General anesthesia or intravenous sedation given by anyone other than a *dentist*.
- General anesthesia or intravenous sedation for non-surgical extractions, diagnostic, preventive, or minor restorative services.

*We* can adopt and apply policies that *we* deem reasonable when *we* approve the eligibility of *subscribers*; and, the appropriateness of treatment plans and related charges.



## Certificate of Coverage

### **Altus Dental Point of Service Option**

**The Plan**      **UAW/UMASS HEALTH & WELFARE TRUST FUND-POSTDOC**

**Policy Number**      **3001-0001**

**State of Delivery**      **Massachusetts**

**Plan Effective Date**      **September 1, 2022**

**Renewal Date**      **September 1**

Effective Date: September 1, 2022  
Date of Issue: September 1, 2022

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Altus Dental Insurance Company, Inc.

Certificate of Coverage

Altus Dental Point of Service Plan

Welcome to Altus Dental. This *Certificate* is a means through which we at Altus Dental Insurance Company, Inc. in consideration of the application for benefits and payment of applicable fees agree to provide benefits.

This *Certificate*, along with the *Benefits Summary* describes the *Plan*. It describes the dental services covered by *your Plan*. It also explains how each is paid for and tells *you* how to use the *Plan*. If *you* have any questions, please contact Customer Service.

***Our toll free Customer Service number is:***

**1-877-223-0588**

Customer Service representatives are available Monday – Friday from 8 a.m. to 5 p.m. ET. *Our* automated information line is available 24 hours a day, seven days a week. *You* may also contact *us* on the Internet at **[www.altusdental.com](http://www.altusdental.com)**.

**Claims and written correspondence should be sent to:**

**Altus Dental Insurance Company, Inc.  
P.O. Box 1557  
Providence, R.I. 02901-1557**

## NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY POLICY

Altus Dental Insurance Co. does not discriminate on the basis of race, color, national origin, age, disability, or sex.

We provide appropriate, free, and timely aids and services, including qualified interpreters, for individuals and information in alternate formats, when such aids and services are necessary to ensure an equal opportunity to participate to individuals with disabilities.

We provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner when such services are necessary to provide meaningful access to individuals with limited English proficiency.

If *you* need these services, contact *us* at 1-877-223-0588.

If *you* believe we have failed to provide these services or discriminated on the basis of race, color, national origin, disability, or sex, *you* can file a grievance with: Civil Rights Coordinator, Altus Dental Insurance Co., 10 Charles Street, Providence, RI 02904, or by calling 1-877-223-0588. *You* can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically, through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Español (Spanish):** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-223-0588.

**Português (Portuguese):** ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-223-0588.

**繁體中文 (Chinese):** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-223-0588。

**Kreyòl Ayisyen (French Creole):** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-877-223-0588.

**ខ្មែរ (Cambodian):** ប្រសិនបើ លោកស្រី កាន់ យ ខ្មែរ, លេខ ជំនួយ ភាសា ខ្មែរ យើង គឺ ឥត គិត ថ្លៃ ។ ក្រុម ទូរស័ព្ទ 1-877-223-0588.  
បំប៉ន ប្រសិនបើ លោកស្រី កាន់ យ ខ្មែរ, លេខ ជំនួយ ភាសា ខ្មែរ យើង គឺ ឥត គិត ថ្លៃ ។ ក្រុម ទូរស័ព្ទ 1-877-223-0588.

**Français (French):** ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-223-0588.

**Italiano (Italian):** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-223-0588.

**ພາສາລາວ (Lao):** ໂປດຊາບ: ຖ້າ ທ່ານ ກວ້າ ພາສາ ລາວ, ອົງ ກວ້າ ພາສາ, ໂດຍ ບໍ່ ຕ້ອງ ຮັບ ການ ນຳ ການ ບໍ່ ປະ ຈິດ ການ ຊ່ວຍ ອອກ ຕົວ ອອກ ທ່ານ. ໂທ 1-877-223-0588.

**ية (Arabic):**

مقرب لصتا. ناجملا بلكل رفاوتت تيوجللا ةدعاسملا تامدخ نإف، ةغللا ركذا تئحتت تنك اذا: 0588-223-877-1 (مكبلاو مصلا فتاهمقر: 0588-223-877-1).

**Русский (Russian):** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-223-0588.

**Tiếng Việt (Vietnamese):** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-223-0588.

**Bàsò ò -wùdù-po-nyò (Bassa):** Dè dɛ nìà kɛ dyédé gbo: ɔ jũ ké m[ʔBàsò ò -wùdù-po-nyò] jũ ní, níí, à wuɖu kà kò dò po-poò bɛ̀n m̀gbo kpáa. Ɖá 1-877-223-0588.

**Igbo asusu (Ibo):** Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-877-223-0588.

**èdè Yorùbá (Yoruba):** AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-877-223-0588.

**Polski (Polish):** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-223-0588.

**한국어 (Korean):** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-223-0588 번으로 전화해 주십시오.

**Tagalog (Tagalog – Filipino):** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-223-0588.

**हंद (Hindi):** ध्यान दें: यदि आप हंद बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-223-0588 पर कॉल करें।

**જરાતી (Gujarati):** ધ્યાન: જો તમે જરાતી બોલતા હો, તો બિન-મુક્ત ભાષા સહાય સેવાઓ

તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-877-223-0588.

**λληνικά (Greek):** ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-877-223-0588.

## **SCHEDULE OF BENEFITS**

### **OUTLINE OF COVERAGE**

The Insurance for each Insured and each Insured Dependent will be based on the Insured's class shown in this Schedule of Benefits.

Benefit Class  
Class 1

Class Description  
Post Doctoral Researcher

Class Number 1-Post Doctoral Researcher  
**DENTAL EXPENSE BENEFITS**

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

**Deductible Amount:**

In Network Deductible: \$0

Out of Network Deductible: \$0 Type 1 & Type 4  
\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

Coinurance Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%
Policy Year Maximum		\$2,350*+

\*Type 1 Procedures do not count toward the Maximum Benefit.

+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

**ORTHODONTIC EXPENSE BENEFITS**

Deductible Amount - Once per lifetime	\$0
Coinurance Percentage	50%
Maximum Benefit During Lifetime	\$1,500

## DEFINITIONS

This document contains words used in insurance and dentistry. These words have specific meanings that are described below. Insurance or dental terms used in this document will be in *italics*. If *you* are not clear about the meaning of the words used, please refer back to this page.

- *Adverse Benefit Decision* means a decision by Altus Dental not to pay (in whole or in part) for a *covered service*, including a denial; reduction; termination; or, failure to make a payment based on the imposition of a pre-existing condition exclusion; a source of injury exclusion; retroactive rescission of coverage; or, other limitation on *covered services*.
- *Allowance* means the amount we base payment on for a *covered service* or procedure.

The *Allowance* for an *In-Network Dentist* is the LOWEST of the:

- a) Amount the *in-network dentist* has agreed to accept by contract as payment in full for the service;
- b) Maximum amount we will pay any *dentist* for a *covered service* or procedure; or
- c) Amount charged by the *dentist*.

*In-network dentists* cannot charge Altus Dental *members* more than their *allowance*.

The *Allowance* for an *Out-of-Network Dentist* is the LOWEST of the:

- a) Usual charge by the *dentist* for the same or similar services or supplies;
- b) Average amount we determine that most other *dentists* in the same geographic area charge for the same or similar services or supplies; or
- c) Actual charge for the services or supplies.

- *Annual Maximum* means the most we will pay for *covered services* for a continuous 12-month period (usually a calendar year). The *annual maximum* is stated in the *Benefits Summary*.
- *Benefits Summary* is a summary description of the services covered under this dental Policy; with a schedule that shows *you* how much we pay toward a procedure. If a service is not listed in the *Benefits Summary*, we will not pay for it.
- *Certificate* means this document and the applicable *Benefits Summary* pages, including any rider pages. This *Certificate* is *your* policy.
- *Coinsurance/Copayment* means the amount *you* pay for *covered services*, after the *deductible*, if any, is met. *Coinsurance* is usually shown as a percentage and *copayment* as a fixed dollar amount. The amount of *coinsurance/copayment* varies with the type of *covered services*.
- *Coverage Level* means the amount we pay for *covered services*, after the *deductible* and/or *copayment*, if any, is met. The *coverage level* varies with the type of *covered services* and is shown in the *Benefits Summary*.

- *Covered Services* means those services and procedures listed in the *Benefits Summary*. All *covered services* must be *dentally necessary* and appropriate to qualify for payment.
- *Date of Service* means the date that the service was done. For services requiring more than one visit, except *orthodontics*, the *Date of Service* is the final completion date (Examples: the insertion date of a denture; the date a permanent crown is cemented).
- *Deductible* (if applicable) means the amount *you* pay toward *covered services* before *we* begin paying benefits. *Deductibles* must be met each *year*. *Deductibles* may vary by type of benefits or by type of provider (in-network vs. out-of-network) and are specific dollar amounts for each *subscriber* and/or *dependent* per *year*.
- *Dentally Necessary (Dental Necessity)* means that the dental services provided are:
  - appropriate, in terms of type, amount, frequency, level, setting and duration to the *member's* diagnosis or condition;
  - consistent with the symptoms and appropriate and effective for the diagnosis, treatment, or care of the oral condition, disease, or injury for which it is prescribed or performed;
  - appropriate with regard to generally accepted standards of dental practice within the dental community or scientific evidence related thereto; AND
  - the most appropriate level of service which can safely be provided to the *member*.

We will make a determination whether a service is *dentally necessary* based on the criteria set forth in the utilization review plan and guidelines ("review guidelines") that we file with the Rhode Island Office of the Health Insurance Commissioner. A copy of these review guidelines is available on *our* website at: [www.altusdental.com](http://www.altusdental.com).

*You* have the right to appeal *our* determination or to take legal action as described in the **Claims Procedures** section of this *Certificate*.

- *Dentist* means any person duly licensed as a Doctor of Dental Medicine (DMD) or Doctor of Dental Surgery (DDS) practicing within the authority of his or her license. The term *dentist* includes an oral surgeon.
- *Dependent* refers to:
  - a. an Insured's spouse or Domestic Partner.
  - b. each unmarried child less than 26 years of age, for whom the Insured, the Insured's spouse, or the Insured's Domestic Partner is legally responsible, including natural born children, adopted children from the date of placement for adoption, and children covered under a Qualified Medical Child Support Order as defined by applicable Federal and State laws.

- c. each unmarried child age 26 or older who is Totally Disabled and becomes Totally Disabled as defined below while insured as a dependent under b. above. Coverage of such child will not cease if proof of dependency and disability is given within 31 days of attaining the limiting age and subsequently as may be required by us but not more frequently than annually after the initial two-year period following the child's attaining the limiting age. Any costs for providing continuing proof will be at our expense.
- *Total Disability* describes the Insured's Dependent as:
  - 1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
  - 2. Chiefly dependent upon the Insured for support and maintenance.
- *Dependent Unit* refers to all of the people who are insured as the dependents of any one Insured.
- *Effective Date* means the date, as shown on *our* records, that *your* coverage begins under this contract or an amendment to it.
- *Emergency Care* means services given to treat a person with a serious medical or health problem. A medical problem includes physical, mental, and dental conditions. *Emergency care* is limited to services which are palliative (to relieve pain) and/or temporary and does not include services such as permanent fillings, crowns or root canals.
- *Endodontics* means a specialty of dentistry that deals with treatment of dental pulp diseases (nerves, blood vessels and other tissues within the tooth). A root canal is an example of *endodontic* treatment.
- *Hygienist* means any person duly licensed as a dental *hygienist* practicing within the authority of his or her license.
- *In-Network Dentist (or Network Dentist) (or Participating Dentist)* means a *dentist* who participates in the *network* available under *your Plan* and has a contractual agreement to accept the *allowance* as payment in full for *covered services*.
- *Late Entrant* refers to any person:
  - whose Effective Date of insurance is more than 31 days from the date the person becomes eligible for insurance; or
  - who has elected to become insured again after canceling a premium contribution agreement.
- *Lifetime Maximum* means the maximum amount of dollars we will allow for *covered services* during a *subscriber's* or *dependent's* lifetime. This provision usually applies only to *orthodontic* services and implants if covered by *your plan*.

- *Material Change* means a modification to any of Altus Dental's procedures or documents required by Massachusetts regulation 211 CMR 52.00 that substantially affects the rights or responsibilities of an insured, carrier or health care provider.
- *Member* means a *Subscriber* or *Dependent*.
- *Network* means a group or groups of *participating dentists* providing dental services under this *Plan* who have agreed to accept the *allowance* as payment in full for *covered services*.
- *Non-participating Dentist* – see “out-of-network dentist.”
- *Orthodontics* means a specialty of dentistry concerned with prevention and correction of abnormalities in tooth position and their relationship to the jaw (straightening of teeth).
- *Out-of-Network Dentist (or Non-participating Dentist)* means a *dentist* who does not participate in the *network* available under *your Plan* and has not entered into a contractual agreement to accept the *allowance* as payment in full for *covered services*.
- *Participating Dentist* – see “in-network dentist.”
- *Pedodontics* means a specialty of dentistry concerned with the treatment of children.
- *Periodontics* means a specialty of dentistry concerned with diseases of the gums and other supportive structures of the teeth.
- *Plan* means the terms, conditions and benefits described in this *Certificate* and applicable *Benefits Summary* pages, including any rider pages.
- *Plan Sponsor* means *your* employer or other organization / association that is sponsoring the *Plan*. In the case of a group subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the *Plan Sponsor* is the individual or entity designated under that Act.
- *Policy Year* means the continuous 12 month period under which coverage is offered by *your plan sponsor*. *Your policy year* is either the calendar year or the timeframe beginning with *your group's* coverage start date and ending 12 months later.
- *Prosthodontics* means a specialty of dentistry concerned with the replacement of missing teeth by bridges and dentures.
- *Spouse* means *your* legal *spouse*. A *spouse* includes a party to a domestic partner, same sex marriage; civil union; or, similar union entered into under applicable state laws.
- *Subscriber* means someone who has applied for coverage and been approved by *us* and is eligible to receive benefits under this *Certificate*. In the case of a *subscriber* who is less than 18 years of age, the parent or legal guardian must contract on behalf of the dependent child for the benefits described in this *Certificate*. The parent or legal guardian must assure the dependent child's compliance with any and all terms and conditions outlined in the policy.
- *Usual and Customary Charge* means that charge which is the lowest of: the usual charge by the *dentist* for the same or similar services or supplies; or the average amount *we* determine that most other *dentists* in the same geographic area charge for the same or similar services or supplies; or the actual charge for the services or supplies.

- *Waiting Period* is the amount of time *you* must wait from *your effective date* before a service is covered. If *your plan* has a *waiting period*, it will be shown in the *Benefits Summary* that goes with this *Certificate*.
- *We, Our, Us* and *Altus Dental* means *Altus Dental Insurance Company, Inc.* located at 10 Charles Street, Providence, RI 02904-2208.
- *You* and *Your* means the *subscriber or member covered under this Certificate*.

## Conditions For Insurance Coverage

***Eligible Class For Members.*** The members of the eligible class(es) are shown on the Schedule of Benefits. Each member of the eligible class (referred to as "Member") will qualify for such insurance on the day he or she completes the required eligibility period, if any. Members choosing to elect coverage will hereinafter be referred to as "Insured."

If employment is the basis for membership, a member of the Eligible Class for Insurance is any post doctoral researcher working at least 20 hours per week. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

***Eligible Class For Dependent Insurance.*** Each Member of the eligible class(es) for dependent coverage is eligible for the Dependent Insurance under the policy and will qualify for this

Dependent Insurance on the latest of:

1. the day he or she qualifies for coverage as a Member;
2. the day he or she first becomes a Member; or
3. the day he or she first has a dependent. For dependent children, a newborn child will be considered an eligible dependent upon reaching their 2<sup>nd</sup> birthday. The child may be added at birth or within 31 days of the 2<sup>nd</sup> birthday.

A Member must be an Insured to also insure his or her dependents.

If employment is the basis for membership, a member of the Eligible Class for Dependent Insurance is any post doctoral researcher working at least 20 hours per week and has eligible dependents. If membership is by reason other than employment, then a member of the Eligible Class for Insurance is as defined by the Policyholder.

When a member of the Eligible Class for Dependent Insurance dies and, if at the date of death, has dependents insured, the Policyholder has the option of offering the dependents of the deceased employee continued coverage. If elected by the Policyholder and the affected dependents, the name of such deceased member will continue to be listed as a member of the Eligible Class for Dependent Insurance.

**Contribution Requirements.** Member Insurance: An Insured is not required to contribute to the payment of his or her insurance premiums. An insured may or may not be required to contribute to the payment of insurance premiums if he or she is both covered under this policy and also covered under another plan.

Dependent Insurance: An Insured is required to contribute to the payment of insurance premiums for his or her dependents.

**Eligibility Period.** For Members on the Plan Effective Date of the policy, qualification will occur after an eligibility period defined by the Policyholder is satisfied. The same eligibility period will be applied to all members.

For persons who become Members after the Plan Effective Date of the policy, qualification will occur after an eligibility period defined by the Policyholder is satisfied. The same eligibility period will be applied to all members.

If employment is the basis for membership in the Eligible Class for Members, an Insured whose eligibility terminates and is established again, may or may not have to complete a new eligibility period before he or she can again qualify for insurance.

**Effective Date.** Each Member has the option of being insured and insuring his or her Dependents. To elect coverage, he or she must agree in writing to contribute to the payment of the insurance premiums. The Effective Date for each Member and his or her Dependents, will be:

1. the date on which the Member qualifies for insurance, if the Member agrees to contribute on or before that date.
2. the date on which the Member agrees to contribute, if that date is within 31 days after the date he or she qualifies for insurance.
3. the date we accept the Member and/or Dependent for insurance when the Member and/or Dependent is a Late Entrant. The Member and/or Dependent will be subject to any limitation concerning Late Entrants.

## How You Join

You join by enrolling online at [www.uawumasstrustfund.org](http://www.uawumasstrustfund.org) through the Enrollment Portal. If your family status changes and you need to add or remove dependents from your plan, contact us or your plan sponsor. We can only accept membership changes from a Subscriber or your plan sponsor.

## When Coverage Begins

Coverage generally starts the first of the month after the plan sponsor enrolls you on the portal.

*Class 01 Post Doctoral Researcher—You must wait until your plan sponsor's next open enrollment period, if you or your dependent(s) do not enroll when first eligible. You may also enroll when there is a qualifying event or subsequent open enrollment period.*

If *you* marry, *you* may enroll *your spouse* within 60 days of marriage. *You* must wait until *your plan sponsor's* next open enrollment period if *your spouse* does not enroll when first eligible. *Your spouse* may also enroll when there is a qualifying event.

If *you* have family coverage, *your* newborn infant and the newborn infant of a *dependent* child are covered from birth. Adopted children are covered from the date of home placement. Foster children are covered from the date of the petition to adopt. Stepchildren and children are considered dependent children if they: are under *your* own or *your spouse's* legal custody; permanently live in *your* household; and, chiefly depend on *you* for support. *We* do not consider married children *dependents*, regardless of their age.

Coverage generally begins on the first of the month after *we* accept *your* enrollment form. If *you* don't enroll within 60 days, *you* must wait until the next open enrollment period to enroll *dependents*. *Dependents* may enroll when there is a qualifying event or when the plan sponsor determines eligibility.

Notify *us* and *your plan sponsor* of any changes in *your* or *your dependent's* status. This includes marriage; births; attainment of the *dependent* or student (if applicable) age limits; or, changes in *your* address. This will help us maintain up to date eligibility and billing records.

**Exceptions.** If employment is the basis for membership, a Member must be in active service on the date the insurance, or any increase in insurance, is to take effect. If not, the insurance will not take effect until the day he or she returns to active service. Active service refers to the performance in the customary manner by an employee of all the regular duties of his or her employment with his or her employer on a full time basis at one of the employer's business establishments or at some location to which the employer's business requires the employee to travel.

A Member will be in active service on any regular non-working day if he or she is not totally disabled on that day and if he or she was in active service on the regular working day before that day.

If membership is by reason other than employment, a Member must not be totally disabled on the date the insurance, or any increase in insurance, is to take effect. The insurance will not take effect until the day after he or she ceases to be totally disabled.

## Termination Dates

**Insureds.** The insurance for any Insured, will automatically terminate on the **earliest of:**

1. the date the Insured ceases to be a Member;
2. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
3. the date the policy is terminated.

**Dependents.** The insurance for all of an Insured's dependents will automatically terminate on the **earliest of:**

1. the date on which the Insured's coverage terminates;
2. the date on which the Insured ceases to be a Member;
3. the last day of the period for which the Insured has contributed, if required, to the payment of insurance premiums; or
4. the date all Dependent Insurance under the policy is terminated.

The insurance for any Dependent will automatically terminate on the day before the date on which the dependent no longer meets the definition of a dependent. See "Definitions."

**Continuation Coverage.** If coverage ceases according to TERMINATION DATE, some or all of the insurance coverages may be continued. Contact your plan administrator for details.

An employee or dependent whose insurance has stopped may be able to continue some or all of the insurance coverages. The sections below explain when and how insurance may be continued. If insurance is continued, it must be according to a plan which does not allow individual selection.

### **Thirty-One Day Continuation of Coverage in accordance with M.G.L. c.175, s. 110D**

If an employee leaves his/her job for any reason (quit, terminated, laid off, plant closing, etc.) or if a child ceases to be a dependent under this policy, group coverages provided under this policy will be extended for 31 days in accordance with Massachusetts Law, chapter 175, section 110D. The employer/employee contributions will remain the same for the 31-day period as during employment. The 31-day continuation period begins the date the employee actually terminates employment or the date the child ceases to be considered a dependent under the policy.

This continuation of coverage is in addition to any other continuation periods applicable under Massachusetts law as defined below. This benefit does not extinguish eligibility for benefits available under the Federal Consolidated Omnibus budget Reconciliation Act. (COBRA).

### **Federally Required Continuation For Employees and/or Dependents**

Through the Consolidated Omnibus Budget Reconciliation Act (COBRA) the federal government requires the Policyholder to provide continuation of coverages to employees and/or dependents who would otherwise lose their coverages. There are some groups which are not subject to the law. They are:

1. groups of less than 20 employees.
2. certain church plans.

When a person is eligible for both state benefits and federal COBRA benefits, certain state and federal benefits overlap and run concurrently. Please note the election of continued coverage under certain state laws may extinguish eligibility for benefits under federal law.

For details the employee and/or dependent(s) must contact the person who handles the Policyholder's insurance matters.

### **Leave of Absence For Employees Only**

If membership is because of employment and an Insured's active service terminates because of a leave of absence, the insurance will stay in force for two months only if the Policyholder pays his or her premiums and does not cancel the insurance.

If the Policyholder is subject to COBRA, the rules applicable to COBRA will supersede the continuation due to a leave of absence.

### **Separation or Divorce For Dependents Only**

The Insured's spouse may continue coverage without additional premium (unless the divorce or separation judgment specifies otherwise) if the Insured and the spouse:

- a. become legally separated; or
- b. dissolve the marriage;

unless the judgment of separation or divorce excludes such continuation. For purposes of this continuation provision such spouse is called "former spouse." The former spouse may also continue to insure his or her dependent children. Coverage may be continued if the judgment of dissolution or separation was entered prior to the effective date of this plan.

### **Benefits**

This continuation applies to all benefits provided under this policy covering the former spouse.

### **Termination**

Such insurance will stop on the earliest of:

- 1. the last day of the period for which the premium is paid;
- 2. the date coverage would normally stop under the terms of the policy;
- 3. the date specified in the judgment of separation or dissolution;
- 4. the date either party remarries\*;
- 5. the date insurance terminates for the Insured;
- 6. the date the policy terminates.

\*In the event of the remarriage of the Insured, the former spouse shall have the right, if so provided in said judgment, to continue to be covered as a member of the group.

We will send notice of termination of continuation coverage, and any right to reinstate coverage to the former spouse at the last known address.

### **Premium**

We may charge the full premium, i.e., the employee and employer's portion, during the continuation period.

We may change the premium rate at any time the Insured's group plan premium rate is changed. Any part of the premium to be paid by the former spouse should be paid to the employer. The employer may stop coverage if any premium is not received within 30 days following the due date.

### **Claims**

Claims incurred by the former spouse will be paid to the former spouse or the provider. Claims incurred by dependent children not living with the Insured will be paid to the provider or the parent with custody.

### **Benefits After Cancellation**

All services must be complete to qualify for benefits. For example, permanent crowns must be cemented; bridges or dentures must be inserted. Once *your* coverage is cancelled, *you* will not have benefits for services finished after *your* cancellation date. *Your* covered family *members* will not have benefits either.

## **Dental Expense Benefits**

We will determine dental expense benefits according to the terms of the group policy for dental expenses incurred by an Insured. An Insured person has the freedom of choice to receive treatment from any Provider.

**Determining Benefits.** The benefits payable will be determined by totaling all of the Covered Expenses submitted into each benefit type as shown in the Table of Dental Procedures. This amount is reduced by the Deductible, if any. The result is then multiplied by the Coinsurance Percentage(s) shown in the Schedule of Benefits. Benefits are subject to the Maximum Amount, if any, shown in the Schedule of Benefits.

**Benefit Period.** Benefit Period refers to the period shown in the Table of Dental Procedures.

**Deductible.** The Deductible is shown on the Schedule of Benefits and is a specified amount of Covered Expenses that must be incurred and paid by each Insured person prior to any benefits being paid.

**Maximum Amount.** The Maximum Amount shown in the Schedule of Benefits is the maximum amount that may be paid for the Covered Expenses incurred by an Insured.

**Covered Expenses.** Covered Expenses include:

1. only those expenses for dental procedures performed by a Provider; and
2. only those expenses for dental procedures listed and outlined on the Table of Dental Procedures.

Covered Expenses are subject to "Limitations." See Limitations and Table of

Dental Procedures. Benefits payable for Covered Expenses also will be based

on the lesser of:

1. the actual charge of the Provider.
2. the usual and customary ("U&C") as covered under your plan, if services are provided by a Non Participating Provider.

Usual and Customary ("U&C") describes those dental charges that we have determined to be the usual and customary charge for a given dental procedure within a particular ZIP code area. The U&C is based upon a combination of dental charge information taken from our own database as well as from data received from nationally recognized industry databases. From the array of charges ranked by amount, your Policyholder (in most cases your employer) has selected a percentile that will be used to determine the maximum U&C for your plan. The U&C is reviewed and updated periodically. The U&C can differ from the actual fee charged by the provider and is not indicative of the appropriateness of the provider's fee. Instead, the U&C is simply a plan provision used to determine the extent of benefit coverage purchased by your Policyholder.

In no event will Covered Persons be held liable for payment denials by us for improper utilization of covered services caused by Participating Providers.

**Emergency Care.** Services provided in or by a hospital emergency facility to a covered person after the development of a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient

severity that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the covered person's or another person's health in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part.

If a covered person receives Emergency Care and cannot reasonably reach a Participating Provider, payment for care related to the emergency shall be made at the same level and in the same manner as if the covered person had been treated by a Participating Provider.

**Alternative Procedures.** If two or more procedures are considered adequate and appropriate treatment to correct a certain condition under generally accepted standards of dental care, the amount of the Covered Expense will be equal to the charge for the least expensive procedure. This provision is NOT intended to dictate a course of treatment. Instead, this provision is designed to determine the amount of the plan allowance for a submitted treatment when an adequate and appropriate alternative procedure is available. Accordingly, you may choose to apply the alternate benefit amount determined under this provision toward payment of the submitted treatment.

We may request pre-operative dental radiographic images, periodontal charting and/or additional diagnostic data to determine the plan allowance for the procedures submitted. We strongly encourage pre-treatment estimates so you understand your benefits before any treatment begins. Ask your provider to submit a claim form for this purpose.

**Expenses Incurred.** An expense is incurred at the time the impression is made for an appliance or change to an appliance. An expense is incurred at the time the tooth or teeth are prepared for a dental prosthesis or prosthetic crown. For root canal therapy, an expense is incurred at the time the pulp chamber is opened. All other expenses are incurred at the time

## When You May Rejoin the Plan

A *member* who voluntarily cancels membership in the group *plan* may not re-enroll in that group *plan* until at least one year after the date of cancellation. The re-enrollment must occur during the group's open enrollment period. If *your Benefits Summary* notes that there is a *waiting period* applicable to any services, this *waiting period* begins again with the new *effective date*. No reinstatement of coverage back to the original *effective date* is allowed.

You may rejoin through a different group plan anytime you become eligible for that plan. *Lifetime maximums* and claim history accumulated while covered under a previous plan or any other plan may be carried forward to the new plan.

## Features of the Plan

*Your plan* is designed to help you maintain good dental health through regular dental care. It will help you to pay for dental expenses. We describe your exact coverage in the *Benefits Summary*.

## Utilization Review Guidelines

Our Dental Case Management area performs clinical claims reviews. These reviews help us decide if the service meets our review guidelines. Analysts who review claims are registered dental *hygienists*; or, dental assistants with clinical experience. The analysts review claims. They can approve services. Only a dental consultant, who is a licensed *dentist*, can deny a claim.

We review claims using written review guidelines. We base our guidelines on accepted standards of care in the dental profession. They are backed by statistical studies of practice patterns. These guidelines, as well as contract limits, are the basis for review decisions. We create clinical guidelines and utilization review standards with guidance from the Dental Director; in-house dental consultants; and, a dental advisory committee. The committee is made up of licensed *dentists*. Our dental consultants and dental advisory committee study trends in dentistry; the proven value of new materials and procedures; treatment longevity; and, local and national practice patterns.

## Quality Management Programs

We strive to provide high quality products and services. We do this by monitoring, identifying, and tracking key issues over time. We deal with these issues as part of our review of our Quality Program.

## Assessment of New Dental Materials and Treatments

We study new dental materials and treatments. We also study how effective they are and the cost. Then, we decide if we will cover the material or treatment.

## Continuity of Care

If *your dentist* moves or ever decides not to participate, *you* can choose a new *dentist* from the network. There will not be any disruption in *your* coverage or benefits. If *you* change from an *in-network dentist* to an *out-of-network dentist*, the treatment or procedure would still be covered. This is true so long as it is a *covered service*; but, *you* will be responsible for any difference between *our* payment and the *dentist's* charge.

## Pre-treatment Estimate

A pre-treatment estimate is a claim that is filed before *you* have a dental service.

### Pre-treatment Estimate

When treatment is likely to cost more than \$300, *you* and *your dentist* are strongly encouraged to get an estimate before *you* receive treatment. This includes treatment such as crowns; *periodontic*; *prosthodontic*; and *orthodontic* services.

After *your dentist* sends a request, we will review the treatment plan. After reviewing the treatment plan, we will tell *you* and *your dentist* what the estimated payment will be for those services.

NOTE: Estimates are based on available benefits. The patient must be an Altus Dental *member* at the time the service is done. The estimate shows what money is available at the time the estimate is done. Estimates can change because services may no longer be available on the date the service is done. For example, if *you* had other services paid for after the estimate, and *you* reach *your annual maximum*, there will be no money left to pay for the new service. Another example is if *you* lose coverage before the new service is finished.

## How to Use Altus Dental

*You* pay a set dollar amount or a percentage thereof for each *covered service* (or nothing for some services). The amount we pay is shown in the *Benefits Summary*. *You* may go to any *dentist you* choose. *You* must first pay the *deductible* amount, if applicable, for *covered services* before we make any payment. There are advantages to going to a *dentist* that is part of the *network*. When *you* visit a *network dentist*, after the *deductible* is met, *you* pay only the *copayment/coinsurance* amount for *covered services*. However, if *you* visit an *out-of-network dentist*, after *you* pay the *deductible* and any *copayment/coinsurance* amount; *you* also pay the difference between the *out-of-network dentist's* charge and the amount we pay. *Our* payment varies. See the *Definitions* section of this *Certificate* for a detailed explanation of how we pay claims for services done by *out-of-network dentists*.

## Maximize Your Coverage with In-Network Dentists

If *you* go to an *in-network dentist*, *your* out-of-pocket expenses will generally be less. The *dentist* will file claims on *your* behalf. We will pay *in-network dentists* directly. By choosing an *in-network dentist*, *you* get the best value from *your* dental plan.

You can go to a *dentist* that is not in the *network*. When you go to an *out-of-network dentist*, you are responsible for filing the claim; and, for paying the *dentist*. Most *out-of-network dentists* will file the claim on *your* behalf. *Your* out-of-pocket cost will be more; because, after you pay the deductible and any *copayment/coinsurance* amount, *you* also pay the difference between the *out-of-network dentist's* charge and the amount we pay.

## Finding an In-Network Dentist

To find a *dentist* participating in the *network*, visit *our* website – [www.altusdental.com](http://www.altusdental.com). The Altus Dental *network* includes general *dentists* and specialists throughout Massachusetts and Rhode Island, and in New Hampshire and Vermont border towns.

If *your plan* has access to *network dentists* in other states including Vermont, the additional *network(s)* will be noted on *your* Altus Dental member identification card. In addition to *dentists* in *our* Altus Dental *network*, *you* can choose a *dentist* from one of these *networks* and get the advantages of visiting an *in-network dentist*. Follow the instructions in *our* “Find a Dentist” tool on *our* website to find a *dentist* in the *network*.

*Network dentists* will file claims on *your* behalf; and, *we* will pay them directly. They also agree to accept the *allowance* as payment in full for *covered services*.

We do not require *you* or *your dentist* to get referrals to see a specialist; however, not all services done by a specialist may be covered under *your plan*. Check *your Benefits Summary* for a list of *covered services*.

## Payments for Services

***In-network dentists*** will accept *your co-pay/coinsurance* plus *our* payment as payment in full for *covered services*. *We* will pay *in-network dentists* directly. When *your network dentist* provides services that are not covered; or, *covered services* that do not meet *dental necessity* criteria as per *our* review guidelines, *you* may be liable for the *dentist's* charge.

*Your network dentist* may charge *you* more than the *allowance* when:

- *You* or *your dependents* receive *covered services*; and, *you* have gone over the *annual maximum*.
- *You* and *your dentist* decide to use non-covered services; such as, treatments or materials that cost more than those normally given by most *dentists*; or, that are being done to improve *your* appearance. In these cases, *we* may pay an *allowance* suitable for a less costly, generally accepted material or service.

***Out-of-network dentists*** have not agreed to accept *your co-pay/coinsurance* plus *our* payment as payment in full for *covered services*. *You* will pay more. That's because, after you pay the *deductible*

and any *copayment/coinsurance* amount, *you* also pay the difference between the *out-of-network dentist's* charge and the amount *we* pay. *Our* payment varies. See the *Definitions* section of this *Certificate* for a detailed explanation of how *we* pay claims for services done by *out-of-network dentists*.

When an *out-of-network dentist* treats *you*, *we* will make benefit payments to *you*; unless, *you* and *your dentist* agree to assign benefit payment to *your dentist*. *Your dentist* may not agree to this; and, he/she may request payment from *you*.

**Your Benefits Summary indicates you have Altus Dental Point of Service, therefore,** the Plan will pay for services rendered by *out-of-network dentists* at the Fair Health 95<sup>th</sup> percentile based on the *usual and customary charge* for *your dentist's* area, less any applicable *deductible(s)*, *copayments* or *coinsurance* that are *your* responsibility. *You* are responsible for any difference between *our* payment and the *out-of-network dentist's* charge.

## **Emergency Services**

If *you* or *your covered dependents* require *emergency care* and cannot reasonably reach an *in-network dentist*, payment will be made at the same level and in the same manner as if the treating *dentist* was an *in-network dentist*.

*We* cover services received in a dental facility by a licensed *dentist*, as long as they are covered under *your plan*. *We* do not cover services received in a hospital; surgi-center; or, urgent care facility.

In the case of a life-threatening emergency, *you* should go to the nearest hospital. Hospital claims must be sent to *your* medical insurance plan. If *you* have an urgent dental condition, *you* should go to the nearest *dentist's* office. *You* do not need prior approval. *We* will only pay for *covered services*. Most dental offices treat existing patients within 24 hours for an urgent appointment. If *you* need help finding a *dentist* participating in the *network*, call *us* at 877-223-0588. *You* may also use *our* online tool at [www.altusdental.com](http://www.altusdental.com).

## **When Your Benefits May Be Continued**

### **When You Leave the Group**

### **When There is Other Coverage**

#### **Right to Receive and Release Needed Information**

Certain information, including but not limited to Coordination of Benefits (COB), is needed to accurately process claims. *We* have the right to receive information reasonably related to a claim filed under the *plan*. *We* can get this information from, or give it to, any organization or person with a legitimate interest. When *you* file a claim, *you* must give *us* any information needed to process the claim. *You* must give *us* information regarding other insurance coverage when *you* first enroll. *You* must also let *your dentist* know of other coverage when *you* receive care. *We* will ask *you* for updated information from time to time.

## **Coordination of Benefits**

*Your* plan is designed to prevent overpayment of benefits when *you* or a *dependent* is covered under

more than one Plan. The other Plan may be a dental Plan or a medical plan that covers certain services also covered under this *plan*.

When *you* are covered by more than one Plan, one Plan is the "primary" Plan and the others are "secondary" Plans. When *you* file a claim, the primary Plan pays benefits first, up to the limits of the Plan. The secondary Plans adjust their benefits so that the total amount paid does not exceed the cost of *covered services*. This process is called "Coordination of Benefits" (COB). If *you*, or a family *member*, are also covered by other medical or dental plans, we will coordinate payment with them. We use standard

insurance industry guidelines in most cases. The standard guidelines that govern this process are set forth below. If other guidelines apply to *your Plan*, they will be noted on *your Benefits Summary*. As used in these rules, the terms "Plan" and "Allowable Expenses" are defined as follows:

- "Plan" means any plan providing dental benefits or services, including government and insured or self-insured group or group-type coverages through an HMO or other prepayment, group practice or individual practice plan.
- "Allowable Expenses" means a necessary, *usual and customary* item of expense for dental care, all or part of which is covered by at least one Plan covering the person for whom the claim is made. Where a Plan provides dental benefits in the form of services rather than cash payments, the reasonable cash value of each service received will be considered both an Allowable Expense and a benefit paid.

The effect of the COB rules on benefits payable during any particular claim period is as follows: If *you* are covered under more than one Plan, the total payment *you* receive will never be more than *your* Allowable Expenses.

The National Association of Insurance Commissioners sets the rules that decide which Plan is primary. They are, in part, as follows:

- The Plan without a coordination of benefits provision is primary.
- When another Plan's rules and this *plan's* rules require this *plan* to pay its benefits first, this *plan* is primary.
- The Plan covering the patient directly rather than as an employee's *dependent* is primary.
- If a child is covered under both parents' Plans, the Plan of the parent whose birthday falls earlier in the calendar year is primary (the "birthday" rule) unless the other Plan has a "gender" rule.
- If a child is covered under both parents' Plans and the other Plan has a "gender" rule, the rule in the other Plan determines benefits. (The "gender" rule says that if a child is covered under both parents' Plans, the Plan of the male parent is primary).
- If the "birthday" rule applies, and both parents have the same birthday, the Plan covering a parent longest is primary.
- If the parents are separated or divorced, benefits for the child are determined in this order:
  - ♦ The Plan of the parent with custody.

- ◆ The Plan of the *spouse* of the parent with custody.
- ◆ The Plan of the parent not having custody, unless one of the parents is made responsible for the child's health expenses by a court decree.
- If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the dental care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined above.
- If a full-time student is eligible for coverage as a *dependent* under this *Certificate*, the benefits of any other coverage available because of student enrollment (except accident-only type coverage) will be determined before the benefits under this *plan*.
- The benefits of a Plan which covered a person as an employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired employee. The same is true if a person is a *dependent* of a person covered as a retiree and an employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the benefits are determined in the following order:
  - ◆ First, the benefits of a Plan covering the person as an employee, *member or subscriber* (or as that person's *dependent*);
  - ◆ Second, the benefits under the continuation coverage.
  - ◆ If the other plan does not have the rule described above, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
  - ◆ If payment responsibility is still unresolved, the Plan covering the patient longest is primary.

In general, if *you* use more benefits than *you* are covered for during a calendar year, the insurer covering *you* first will cover *you* up to its *allowance*. The secondary insurer will cover any allowable benefit *you* use over that amount. The insurers will never pay more than the total amount of coverage that would have been provided if benefits were not coordinated.

## Subrogation

If someone caused *your* illness or injury, *you* may have the legal right to get back some of *your* dental care costs. When *you* have this right, *you* must let *us* use it if *we* decide to recoup any payments *we* made for services related to the illness or injury. If *you* use this right to recoup money from someone else, *you* must repay *us* for the payments *we* made. *Our* right to repayment comes first. It can be reduced only by *our* share of *your* reasonable cost of collecting *your* claim against the other person; or, if the payment received is for other than dental expenses. *You* must give *us* information and assistance and sign documents needed to help *us* receive *our* repayment. *You* must not do anything that might limit *our* repayment.

## Facility of Payment

If another Plan pays a benefit that should have been paid under this *plan*, *we* may reimburse the other Plan for that amount. It will be considered a benefit paid by this *plan*.

## Right of Recovery

If we pay more than we should have paid under the COB provision, we have the right to recoup the excess amount we paid. This includes recouping from other insurance companies and organizations. The amount that can be recouped includes the reasonable cash value of any benefits provided in the form of services.

## When You Have a Claim

### When to File a Claim

*You* should send *us* completed claim forms for services covered under this *Certificate*. *You* have up to one year from the date *you* get services. All services must be complete to qualify for benefits; e.g., permanent crowns cemented; bridge or denture inserted. *In-network dentists* will send claim forms on *your* behalf. *You* will not be responsible for payment on *covered services* when a *network dentist* sends claims more than one year after the date *you* get the service; except, for any *deductibles; copayments; coinsurance*; or amounts in excess of the *annual dollar maximum*. *We* will deny claims that an *out-of-network dentist* sends to *us* more than one year after *you* get the services. *You* must pay such claims, unless the failure to send a claim within one year was because of a legal incapacity.

## How to File a Claim

### In-Network Dentist

When *you* go to a *dentist* who has agreed to participate in the *network*, *your* claim will be filed for *you*. *Network dentists* are encouraged to file claims within six (6) months from the *date of service*. In no event may a *network dentist* file a claim more than one year after the *date of service*. It must include all necessary supporting information such as x-rays. *We* accept claims from *dentists* on paper and in an electronic, HIPAA compliant format.

### Out-of-Network Dentist

When *you* go to a *dentist* who is not participating in the *network*, *you* must mail the claim to the following address. *You* don't have to do this if the *dentist* agrees to file it for *you*. Dental claim forms are available by signing into *your* account on *our* website at: **[www.altusdental.com](http://www.altusdental.com)** or from *your dentist*.

### Mail Claims To:

Altus Dental Insurance Company, Inc.  
P.O. Box 1557  
Providence, RI 02901-1557

## Claims Procedures

Call Customer Service if *you* have a question about how a claim was paid, or why *we* denied it. The number is 877-223-0588. Customer Service representatives are available Monday – Friday from 8 a.m. to 5 p.m. ET. *You* have a right to request a full and fair review of *your* claim. **To consider a claim for payment, we must get it within one year of the date you get the service.**

### Pre-treatment Estimates

A pre-treatment estimate is a claim that is filed before *you* have a dental service. When treatment is likely to cost more than \$300, *you* and *your dentist* are strongly encouraged to get an estimate before *you* receive treatment. This includes treatment such as crowns;

*periodontic; prosthodontic; and elective orthodontic services.*

After *your dentist* sends a request, we will review the treatment plan. After reviewing the treatment plan, we will tell *you* and *your dentist* what the estimated payment will be for those services.

NOTE: Estimates are based on available benefits. The patient must be an Altus Dental *member* at the time the service is done. The estimate shows what money is available at the time the estimate is done. Estimates can change because services may no longer be available on the date the service is done. For example, if *you* had other services paid for after the estimate, and *you* reach *your annual maximum*, there will be no money left to pay for the new service. Another example is if *you* lose coverage before the new service is finished.

We must have all of the information we need to review the treatment plan; and, to make a benefit decision. We will send *you our* initial decision in writing within 15 calendar days. For urgent or emergency services, we will give *you our* decision within 72 hours.

If the service is denied, the notice will explain the reason(s) for the denial. The notice will include the process for filing an appeal. Once a denial is made, *you* have 180 days from the day *you* get *our* notice to file an appeal.

### **Post-service Claims**

A post-service claim is a claim that is filed after dental care has been received. All services must be complete to qualify for benefits; e.g., permanent crowns must be cemented; bridges or dentures must be inserted. We will send *you our initial decision in writing* within 30 calendar days of the day we receive the claim. We will send *you* a notice if we can't process a post service claim because information is missing. The notice will be sent to *you* within 30 days. It will tell *you* what additional information we need to process the claim. An *in-network dentist* must give *us* the information we need to process a claim. If not provided, the *dentist* may not charge the patient for any un- paid amount. Refer to the **Expedited Reviews** section for claims involving urgent or emergency services.

We will provide notice or payment to *you* or *your dentist* within 45 days after receipt of a complete claim. A complete claim has all the supporting documentation we need to make a claim decision. If we do not notify or pay within this time, we will pay interest on the amount not paid. Interest will be paid at a rate of 1 ½ percent per month (not to exceed 18% per year). Interest is paid from the 45<sup>th</sup> day after we received the complete claim.

If the service is denied, the notice will explain the reason(s) for the denial. It will include the process for filing an appeal. Once a denial is made, *you* have 180 days from the day *you* receive *our* notice to file an appeal.

### **To Appeal an Adverse Benefit Decision**

If *you* receive an *adverse benefit decision*, *you* have the right to have it reviewed. An adverse decision means a decision not to approve a service, in whole or in part. *Adverse benefit decisions* include:

- *Administrative adverse benefit decisions.* These do not require us to use dental judgment or clinical criteria. Examples include decisions not to approve because a *member* is not eligible for coverage, or a decision that a benefit is not a covered benefit under the *Plan*, or that the *waiting period* has not been met, or that the frequency on a service has gone above the limit.
- *Non-administrative adverse benefit decisions.* These require *us* to use dental judgment or clinical criteria to determine if the service is *dentally necessary* and/or appropriate. These decisions are made by *dentists* using *our* review guidelines, which detail the clinical criteria that must be met for a service to be covered. These guidelines are found at [altusdental.com](http://altusdental.com).

For all adverse decisions, follow the process below to file an appeal. If *you* are in Rhode Island and feel that *we* did not follow the appeals process as described in this part, *you* may contact the Rhode Island Resource, Education and Assistance Consumer Helpline (RIREACH) at 300 Jefferson Blvd., Suite 300, Warwick, RI 02888, 1-855-747-3224, [www.rireach.org](http://www.rireach.org). This is Rhode Island's Health Insurance Consumer Assistance Program.

**When to File an Appeal:** *You* must file *your* appeal within 180 days of the date *you* receive the original coverage denial.

**How and Where You Can File an Appeal:** *You* must file an appeal in writing. For urgent or emergency services\*, *you* may call Customer Service to start an appeal. **Send *your* appeal to: Altus Dental Insurance Company, Inc., Attn: Appeals, P.O. Box 1557, Providence, RI, 02901-1557.** *Your* appeal should ask *us* to reconsider and tell *us* why *you* believe the service was wrongly denied. It should include a copy of the Explanation of Benefits or Pre-treatment Estimate notice. *You* should include the patient's name; the member identification number; and, a detailed description of *your* concern. Appeals of coverage decisions based on *dental necessity* should also include clinical treatment notes; narratives; photos; x-rays; charting; and, any other necessary clinical documents that support *your* claim. To be covered, services must meet the criteria in *our* review guidelines found at [altusdental.com](http://altusdental.com). *Your* appeal will be reviewed based on the material *you* send *us*. If the file is incomplete, *we* might not have all the information *we* need to make an appropriate decision. *You* should add any information that is relevant to considering the appeal.

The Explanation of Benefits or Pre-treatment Estimate notice sent to *you* with the original denial has numbered messages. These messages explain the reason(s) for *our* denial. They also refer to any plan terms the decision was based on; and may refer to any guideline; protocol; or, criteria *we* used to make the denial. *You* have the right to see copies of all documents related to the claim. *We* will also give *you* a copy of any internal rule, guideline, or protocol *we* used. *We* will also explain the scientific or clinical judgment *we* used to make *our* decision. *We* will give *you* this information, if *you* ask for it, at no charge.

**Who Will Review Your Appeal:** Appeals will be investigated by an Appeals Coordinator in *our* Program Integrity department. He or she will talk with appropriate departments and decisions will be made by individuals who know about the issues involved in *your* appeal. Appeals regarding *non-administrative adverse benefit decisions* will be reviewed by a licensed *dentist* who has not been involved in any prior reviews and who has not been involved in the direct care of the patient.

**Response to Your Appeal:** *We* will reconsider *our* decision and send *you* a written response

within 15 calendar days of receiving *your* appeal (72 hours for urgent or emergency services). If *we* do not change *our* decision, *you* have 180 days from the date *you* receive *our* notice to continue the appeal process by sending *us* a written request for an appeal. *We* will send *you* a written response within 15 calendar days of receiving *your* request (72 hours for urgent or emergency services). Before *we* make a final internal appeal decision, *you* have the right to inspect the entire appeal file and add information. Additional information must be sent in writing and will be held confidential in accordance with applicable state and federal laws.

**External Review Option:** If *your* final internal appeal to reverse a *non-administrative adverse benefit decision* is denied, *you* may request an external appeal. External appeals are sent to an independent review agency. *You* have 125 calendar days from the date *you* receive *our* final internal appeal decision to send *your* request to *us* in writing. *You* can add information to the file for review by sending it to *us* in writing within 5 business days after starting the appeal. *We* will send all documentation *we* reviewed to the review agency.

**Cost for External Review:** *You* must pay \$50 (up to a maximum of \$150 per *policy year per member*). Include a check made payable to Altus Dental Insurance Company, Inc. for *your* share of the cost with *your* request. If *your plan* includes pediatric dental essential health benefits for children under age 19 and the appeal involves a service for a *member* under age 19, the cost of the external review is \$25 (up to a maximum of \$75 per *policy year per member*). The fee may be waived if paying it would cause *you* undue financial hardship.

**Response to Your External Appeal:** The review agency will notify *you* about the outcome of *your* appeal within 10 calendar days of their receipt of all information needed to complete the review. If the external review agency overturns *our* decision, *we* will reimburse *you* within 60 days of the notice of overturn for *your* share of the fee.

**Additional Information:** Under certain circumstances, once the internal appeals process is exhausted, the *member* may also have the right to bring a civil action. This right is given under Section 502(a) of the ERISA Act. The *member* does not have this right if he/she is a member of a governmental plan, church plan, or a plan not established or maintained by an employer.

### **Expedited Reviews**

If *your* claim involves urgent or emergency services as defined below, *you* have the right to an expedited review. For expedited reviews, *we* will complete *our* review and make a decision within 72 hours. *We* must receive all of the information needed to review the claim. Call Customer Service to obtain an expedited review.

\*"Urgent services" includes those resources necessary to treat a symptomatic health care condition that a prudent layperson, acting reasonably would believe necessitates treatment within a 24 hour period of the onset of such a condition in order that the patient's health status not decline as a consequence. This does not include "emergency services" as defined below.

"Emergency services" means those resources provided in the event of the sudden onset of a health condition that the absence of immediate medical attention could reasonably be expected, by a prudent layperson, to result in placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

## Resolution of Inquiries and Complaints

### Inquiries

If *you* have questions or concerns, send an email to [customerservice@altusdental.com](mailto:customerservice@altusdental.com). *You* may also call Customer Service toll-free at **1-877-223-0588**; or, mail or fax the inquiry to: **Altus Dental Insurance Company, Inc., P.O. Box 1557, Providence, RI 02901-1557, Fax: 401-457-7260**. *We* will try to resolve it as soon as *we* can. The appeals process above describes how to appeal a claim decision.

### Complaints

If *you* have a complaint, send an email to [customerservice@altusdental.com](mailto:customerservice@altusdental.com); or, call *us* at 1-877-223-0588. *We* settle most complaints on first contact. However, if *your* complaint needs more research (e.g., it involves quality of care; fraud; or, abuse, etc.), *we* will settle it as soon as *we* can. If *you* are not satisfied, *you* may call the Massachusetts Division of Insurance.

## Other Provisions

### Claims Review

This *Certificate* provides coverage only for *dentally necessary* and appropriate care. The decision whether a service is *dentally necessary* is solely for the purpose of claims payment. It is not a professional dental judgment. *You* have the right to appeal *our* decision. Refer to the **Claims Procedures** section, and the definition of “*dentally necessary*” in the **Definitions** section.

Although *we* may conduct review, *we* do not act as a *dentist*. *We* do not provide dental care. *We* do not make dental judgments. Nothing here is meant to change; or, affect *your* relationship with *your dentist*.

### Access to Records

When *you* file a claim, *you* agree to give *us* the right to get, from any source, all dental records and/or related information that *we* need. *We* will keep *your* information confidential. *We* can also have a licensed *dentist* examine, at *our* expense, any person making a claim. *You* agree that *dentists* may give *us* individually identifiable health information. *You* also agree that *we* may use and disclose such information as described in *our* Notice of Privacy Practices. *You* can find this Notice on *our* website.

*You* can also call Customer Service for a copy.

*In-network dentists* must give *us* all of the information *we* need to process *your* claim. They will not charge for this service. If *you* get services from an *out-of-network dentist*, *you* must help *us* get all of the records *we* need. *We* will not pay the *dentist* for giving *us* this information. If the *out-of-network dentist* does not give *us* this information, *we* may not provide benefit payments to *you*.

### Office of Patient Protection

The Office of Patient Protection (OPP) in Massachusetts assists consumers with questions regarding health insurance. *You* may contact the OPP toll-free at 1-800-436- 7757, by fax at 617-624-5046, or visit their website at [www.mass.gov/hpc/opp](http://www.mass.gov/hpc/opp).

### Document Changes

*We* or *your plan sponsor* may change a part of *your Certificate*. This is usually done on the anniversary date of *your plan sponsor's* contract with *us*. Any change will have an effective date. The change will apply to all benefits for services *you* receive on or after the effective date. Changes

in the *Certificate* are not valid unless approved by an officer of Altus Dental; and, are made a written part of this *Certificate* or the *Benefits Summary*. We will give the group representative of *your plan sponsor* at least 60 days advance notice when we make any *material changes* to covered services. The notice will include any changes in clinical review standards. The notice will also include the effect such changes may have on *your* personal liability for the cost of such changes. We will also give *your* group representative an annual notice listing all *in-network dentists*.

We will provide an addendum or supplementary insert for each enrolled *subscriber* residing in Massachusetts for notice of all *material changes* to this *Certificate*.

## Notices

To You: When we send a notice to *your plan sponsor*, we will send it by first class mail, e-mail or fax. Once we send the notice, we are not responsible for its delivery. It will be *your plan sponsor's* responsibility to notify *you* if the notice is sent to *your plan sponsor*. This applies to any notices regarding premium charges as well as to a notice of a change in the premium charge or a change in the *Certificate*. If *your* name or mailing address should change, *you* should notify *us* or *your plan sponsor* at once. Be sure to give *us* or *your plan sponsor* both *your* old name and address as well as *your* new name and address.

To Us: Send mail to Altus Dental Insurance Company, Inc., P.O. Box 1557, Providence, RI 02901-1557; or email us at [customerservice@altusdental.com](mailto:customerservice@altusdental.com). Always include *your* name and *your* ID number.

## Acts of Providers

We will not get involved with the relationship between *dentists* and patients. We are not responsible if a *dentist* refuses to treat *you*. We are not liable for injuries or damages resulting from the acts or omissions of a *dentist*. We are not responsible if *you* are dissatisfied with the treatment or services *your dentist* provides.

## Right to Recover Overpayments

If we pay more than we should, we can recoup payment from either *you*; or, the *dentist*. We can also deduct any payment we have made from any benefits properly paid under this policy if the payment was made:

1. In error; or
2. Due to a misstatement in a proof of loss; or
3. Due to fraud or misrepresentation of a material fact to procure coverage or under the terms of the coverage; or
4. For an ineligible person; or,
5. Due to a claim for which benefits are recoverable under any policy or act of law providing coverage for occupational injury or disease, to the extent that such benefits are recovered.

If we have already made claim payments to a covered person; we can reduce the payment we would make on a future claim to recoup an overpayment.

## Conformity with Applicable Laws

We amend any term of this *Certificate* which conflicts with any relevant law. We do this to

conform to the minimum requirements of such law.

This *Certificate* and the *Benefits Summary*, is a description of *your* benefits; rights; and, obligations under the *plan*.

Your membership ID card identifies *you* as a person with these benefits. Please show the ID card to *your dentist* whenever *you* or *your dependents* receive services.

## Preexisting Conditions

There are no preexisting condition limitations in this *plan*.

## Services Covered by the Plan

### Dental Expense Benefits

- Your benefits are based on a Benefit Year. A Benefit Year runs from September 1 through August 31.
- Benefit Period means the period from September 1 of any year through August 31 of the next year. But during the first year a person is insured, a benefit period means the period from his or her effective date through August 31 of the next year.

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

#### Benefit Class

Class 1

#### Class Description

Post Doctoral Researcher

#### Class Number 1-Post Doctoral Researcher

### DENTAL EXPENSE BENEFITS

When you select a Participating Provider, a discounted fee schedule is used which is intended to provide you, the Insured, reduced out of pocket costs.

#### **Deductible Amount:**

In Network Deductible: \$0

Out of Network Deductible: \$0 Type 1 & Type 4

\$75 Individual/\$225 Family Type 2 & Type 3

On the date that three members of one family have satisfied their own Deductible Amounts for that Benefit Period, no Covered Expenses incurred after that date by any other family member will be applied toward the satisfaction of any Deductible Amount for the rest of that Benefit Period. No Covered Expense that was incurred prior to such date, which was used to satisfy any part of a Deductible Amount, will be eligible for reimbursement.

Coinurance Percentage:	Participating Provider	Non-Participating Provider
Type 1 Procedures*	100%	100%
Type 2 Procedures	80%	80%
Type 3 Procedures	65%	65%
Type 4 Procedures	65%	65%

Policy Year Maximum \$2,250\*+

\*Type 1 Procedures do not count toward the Maximum Benefit.  
+Benefits for Temporomandibular Joint Dysfunction may not exceed \$500 per Lifetime.

**Orthodontic Expense Benefits**

Deductible Amount - Once per lifetime	\$0
Coinsurance Percentage	50%
Maximum Benefit During Lifetime	\$1,000

**TABLE OF DENTAL PROCEDURES**  
**TYPE 1 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**ROUTINE ORAL EVALUATION**

D0120 Periodic oral evaluation - established patient.  
D0160 Detailed and extensive oral evaluation - problem focused, by report.  
D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver.  
D0150 Comprehensive oral evaluation - new or established patient.  
D0180 Comprehensive periodontal evaluation - new or established patient.

**COMPREHENSIVE EVALUATION: D0150, D0180**

- Coverage is limited to 1 of each of these procedures per provider.
- In addition, D0150, D0180 coverage is limited to 2 of any of these procedures per 12 month(s).
- D0120, D0145, also contribute(s) to this limitation.
- If frequency met, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

**ROUTINE EVALUATION: D0120, D0145**

- Coverage is limited to 2 of any of these procedures per 12 month(s).
- D0150, D0180, also contribute(s) to this limitation.
- Procedure D0120 will be considered for individuals age 3 and over. Procedure D0145 will be considered for individuals age 2 and under.

**LIMITED ORAL EVALUATION**

D0140 Limited oral evaluation - problem focused.  
D0170 Re-evaluation - limited, problem focused (established patient; not post-operative visit).

**LIMITED ORAL EVALUATION: D0140, D0170**

- Coverage is allowed for accidental injury only. If not due to an accident, will be considered at an alternate benefit of a D0120/D0145 and count towards this frequency.

D9310 Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician.  
D9430 Office visit for observation (during regularly scheduled hours) - no other services performed.  
D9440 Office visit - after regularly scheduled hours.  
D9930 Treatment of complications (post-surgical) - unusual circumstances, by report.

**COMPLETE SERIES OR PANORAMIC**

D0210 Intraoral - complete series of radiographic images.  
D0330 Panoramic radiographic image.

**COMPLETE SERIES/PANORAMIC: D0210, D0330**

- Coverage is limited to 1 of any of these procedures per 5 year(s).

**OTHER XRAYs**

D0220 Intraoral - periapical first radiographic image.  
D0230 Intraoral - periapical each additional radiographic image.  
D0240 Intraoral - occlusal radiographic image.  
D0250 Extra-oral - 2D projection radiographic image created using a stationary radiation source, and detector.  
D0251 Extra-oral posterior dental radiographic image.

**PERIAPICAL: D0220, D0230**

- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

**BITEWINGS**

D0270 Bitewing - single radiographic image.  
D0272 Bitewings - two radiographic images.  
D0273 Bitewings - three radiographic images.  
D0274 Bitewings - four radiographic images.  
D0277 Vertical bitewings - 7 to 8 radiographic images.

**BITEWINGS: D0270, D0272, D0273, D0274**

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D0277, also contribute(s) to this limitation.
- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

VERTICAL BITEWINGS: D0277

- Coverage is limited to 1 of any of these procedures per 5 year(s).
- The maximum amount considered for x-ray radiographic images taken on one day will be equivalent to an allowance of a D0210.

## TYPE 1 PROCEDURES

### PRE-DIAGNOSTIC TEST

D0431 Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures.

TESTS: D0431

- Coverage is limited to 1 of any of these procedures per 2 year(s).
- Benefits are considered for persons from age 35 and over.

### ORAL PATHOLOGY/LABORATORY

D0472 Accession of tissue, gross examination, preparation and transmission of written report.

D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report.

D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report.

ORAL PATHOLOGY LABORATORY: D0472, D0473, D0474

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- Coverage is limited to 1 examination per biopsy/excision.

### PROPHYLAXIS (CLEANING) AND FLUORIDE

D1110 Prophylaxis - adult.

D1120 Prophylaxis - child.

D1206 Topical application of fluoride varnish.

D1208 Topical application of fluoride-excluding varnish.

D9932 Cleaning and inspection of removable complete denture, maxillary.

D9933 Cleaning and inspection of removable complete denture, mandibular.

D9934 Cleaning and inspection of removable partial denture, maxillary.

D9935 Cleaning and inspection of removable partial denture, mandibular.

FLUORIDE: D1206, D1208

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- Benefits are considered for persons age 18 and under.

PROPHYLAXIS: D1110, D1120

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- D4346, D4910, also contribute(s) to this limitation.
- An adult prophylaxis (cleaning) is considered for individuals age 14 and over. A child prophylaxis (cleaning) is considered for individuals age 13 and under. Benefits for prophylaxis (cleaning) are not available when performed on the same date as periodontal procedures.

CLEANING AND INSPECTION OF REMOVABLE DENTURE: D9932, D9933, D9934, D9935

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- Benefits are not available when performed on the same date as prophylaxis (cleaning) or periodontal maintenance.

### FULL MOUTH DEBRIDEMENT

D4355 Full mouth debridement to enable comprehensive oral evaluation and diagnosis on a subsequent visit.

FULL MOUTH DEBRIDEMENT: D4355

- Coverage is limited to 1 of any of these procedures per 5 year(s).

### SEALANTS AND CARIES MEDICAMENTS

D1351 Sealant - per tooth.

D1352 Preventive resin restoration in a moderate to high caries risk patient-permanent.

D1353 Sealant repair - per tooth.

D1354 Interim caries arresting medicament application-per tooth.

D1355 Caries preventive medicament application - per tooth.

SEALANT: D1351, D1352, D1353

- Coverage is limited to 1 of any of these procedures per lifetime.
- D1354, D1355, also contribute(s) to this limitation.
- Benefits are considered for persons age 18 and under.
- Benefits are considered on permanent molars only, excluding 3rd molars (wisdom teeth).
- Coverage is allowed on the occlusal surface only.

### SPACE MAINTAINERS

D1510 Space maintainer-fixed, unilateral-per quadrant.

D1516 Space maintainer - fixed - bilateral, maxillary. D1517

Space maintainer - fixed - bilateral, mandibular.

D1520 Space maintainer-removable, unilateral-per quadrant.

D1526 Space maintainer - removable - bilateral, maxillary.

## TYPE 1 PROCEDURES

D1527 Space maintainer - removable - bilateral, mandibular.  
D1551 Re-cement or re-bond bilateral space maintainer-maxillary.  
D1552 Re-cement or re-bond bilateral space maintainer-mandibular.  
D1553 Re-cement or re-bond unilateral space maintainer-per quadrant.  
D1556 Removal of fixed unilateral space maintainer-per quadrant.  
D1557 Removal of fixed bilateral space maintainer-maxillary.  
D1558 Removal of fixed bilateral space maintainer-mandibular.  
D1575 Distal shoe space maintainer - fixed, unilateral-per quadrant.

SPACE MAINTAINER: D1510, D1516, D1517, D1520, D1526, D1527, D1575

- Benefits are considered for persons age 13 and under.
- Coverage is limited to space maintenance for unerupted teeth, following extraction of primary teeth. Allowances include all adjustments within 6 months of placement date.

### PERIODONTAL MAINTENANCE

D4346 Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation.

D4910 Periodontal maintenance.

PERIODONTAL MAINTENANCE: D4346, D4910

- Coverage is limited to 4 of any of these procedures per 12 month(s).
- D1110, D1120, also contribute(s) to this limitation.
- Benefits are not available if performed on the same date as any other periodontal service. Procedure D4910 is contingent upon evidence of full mouth active periodontal therapy. Procedure D4346 is limited to persons age 14 and over.

### APPLIANCE THERAPY

D8210 Removable appliance therapy.

D8220 Fixed appliance therapy.

APPLIANCE THERAPY: D8210, D8220

- Coverage is limited to the correction of thumb-sucking

**TYPE 2 PROCEDURES**  
**TYPE 2 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**AMALGAM RESTORATIONS (FILLINGS)**

D2140 Amalgam - one surface, primary or permanent.  
D2150 Amalgam - two surfaces, primary or permanent.  
D2160 Amalgam - three surfaces, primary or permanent.  
D2161 Amalgam - four or more surfaces, primary or permanent.

**AMALGAM RESTORATIONS: D2140, D2150, D2160, D2161**

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990, D9911, also

contribute(s) to this limitation.

**INLAY RESTORATIONS**

D2510 Inlay - metallic - one surface.  
D2520 Inlay - metallic - two surfaces.  
D2530 Inlay - metallic - three or more surfaces.  
D2610 Inlay - porcelain/ceramic - one surface.  
D2620 Inlay - porcelain/ceramic - two surfaces.  
D2630 Inlay - porcelain/ceramic - three or more surfaces.  
D2650 Inlay - resin-based composite - one surface.  
D2651 Inlay - resin-based composite - two surfaces.  
D2652 Inlay - resin-based composite - three or more surfaces.

**INLAY: D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652**

- Inlays will be considered at an alternate benefit of an amalgam/composite restoration and only when resulting from caries (tooth decay) or traumatic injury.

**RESIN RESTORATIONS (FILLINGS)**

D2330 Resin-based composite - one surface, anterior.  
D2331 Resin-based composite - two surfaces, anterior.  
D2332 Resin-based composite - three surfaces, anterior.  
D2335 Resin-based composite - four or more surfaces or involving incisal angle (anterior).  
D2391 Resin-based composite - one surface, posterior.  
D2392 Resin-based composite - two surfaces, posterior.  
D2393 Resin-based composite - three surfaces, posterior.  
D2394 Resin-based composite - four or more surfaces, posterior.  
D2410 Gold foil - one surface.  
D2420 Gold foil - two surfaces.  
D2430 Gold foil - three surfaces.  
D2990 Resin infiltration of incipient smooth surface lesions.

**COMPOSITE RESTORATIONS: D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990**

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D9911, also contribute(s) to this limitation.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

**GOLD FOIL RESTORATIONS: D2410, D2420, D2430**

- Gold foils are considered at an alternate benefit of an amalgam/composite restoration.

**STAINLESS STEEL CROWN (PREFABRICATED CROWN)**

D2390 Resin-based composite crown, anterior.  
D2928 Prefabricated porcelain/ceramic crown - permanent tooth.  
D2929 Prefabricated porcelain/ceramic crown - primary tooth.  
D2930 Prefabricated stainless steel crown - primary tooth.  
D2931 Prefabricated stainless steel crown - permanent tooth.  
D2932 Prefabricated resin crown.

D2933 Prefabricated stainless steel crown with resin window.  
D2934 Prefabricated esthetic coated stainless steel crown - primary tooth.

**STAINLESS STEEL CROWN: D2390, D2928, D2929, D2930, D2931, D2932, D2933, D2934**

- Replacement is limited to 1 of any of these procedures per 12 month(s).
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.

**RECEMENT**

D2910 Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration. D2915 Re-cement or re-bond indirectly fabricated or prefabricated post and core. D2920 Re-

## TYPE 2 PROCEDURES

cement or re-bond crown.

- D2921 Reattachment of tooth fragment, incisal edge or cusp.
- D6092 Re-cement or re-bond implant/abutment supported crown.
- D6093 Re-cement or re-bond implant/abutment supported fixed partial denture.
- D6930 Re-cement or re-bond fixed partial denture.

D6980 Fixed partial denture repair necessitated by restorative material failure

### CROWN LENGTHENING

- D4249 Clinical crown lengthening - hard tissue.

### FIXED CROWN AND PARTIAL DENTURE REPAIR

- D2980 Crown repair necessitated by restorative material failure.
- D2981 Inlay repair necessitated by restorative material failure.
- D2982 Onlay repair necessitated by restorative material failure.
- D2983 Veneer repair necessitated by restorative material failure

### SEDATIVE FILLING

- D2940 Protective restoration.
- D2941 Interim therapeutic restoration - primary dentition.

### PULP CAP

- D3110 Pulp cap - direct (excluding final restoration).

### ENDODONTICS MISCELLANEOUS

- D3220 Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament.
- D3221 Pulpal debridement, primary and permanent teeth.
- D3222 Partial Pulpotomy for apexogenesis - permanent tooth with incomplete root development.
- D3230 Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration).
- D3240 Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration).
- D3333 Internal root repair of perforation defects.
- D3351 Apexification/recalcification - initial visit (apical closure/calific repair of perforations, root resorption, etc.).
- D3352 Apexification/recalcification - interim medication replacement (apical closure/calific repair of perforations, root resorption, pulp space disinfection, etc.).
- D3353 Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calific repair of perforations, root resorption, etc.).
- D3357 Pulpal regeneration - completion of treatment.
- D3430 Retrograde filling - per root.
- D3450 Root amputation - per root.
- D3920 Hemisection (including any root removal), not including root canal therapy.

ENDODONTICS MISCELLANEOUS: D3333, D3430, D3450, D3920

- Procedure D3333 is limited to permanent teeth only.

### ENDODONTIC THERAPY (ROOT CANALS)

- D3310 Endodontic therapy, anterior tooth.
- D3320 Endodontic therapy, premolar tooth (excluding final restorations).
- D3330 Endodontic therapy, molar tooth (excluding final restorations).
- D3332 Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth.
- D3346 Retreatment of previous root canal therapy - anterior.
- D3347 Retreatment of previous root canal therapy - premolar.
- D3348 Retreatment of previous root canal therapy - molar.

ROOT CANALS: D3310, D3320, D3330, D3332

- Benefits are considered on permanent teeth only.
- Allowances include intraoperative radiographic images and cultures but exclude final restoration.

RETREATMENT OF ROOT CANAL: D3346, D3347, D3348

- Coverage is limited to 1 of any of these procedures per 12 month(s).
- D3310, D3320, D3330, also contribute(s) to this limitation.
- Benefits are considered on permanent teeth only.
- Coverage is limited to service dates more than 12 months after root canal therapy. Allowances include intraoperative radiographic images and cultures but exclude final restoration.

### SURGICAL ENDODONTICS

- D3355 Pulpal regeneration - initial visit.
- D3356 Pulpal regeneration - interim medication replacement.
- D3410 Apicoectomy - anterior.
- D3421 Apicoectomy - premolar (first root).

## TYPE 2 PROCEDURES

D3425	Apicoectomy - molar (first root).
D3426	Apicoectomy (each additional root).
D3471	Surgical repair of root resorption - anterior.
D3472	Surgical repair of root resorption - premolar.
D3473	Surgical repair of root resorption - molar.
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption - anterior.
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption - premolar.
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption - molar.

## SURGICAL PERIODONTICS

D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4260	Osseous surgery (including elevation of a full thickness flap and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant.
D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant.
D4263	Bone replacement graft - retained natural tooth - first site in quadrant.
D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant.
D4265	Biologic materials to aid in soft and osseous tissue regeneration.
D4270	Pedicle soft tissue graft procedure.
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft.
D4274	Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area).
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant or edentulous tooth position in graft.
D4276	Combined connective tissue and double pedicle graft, per tooth.
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites) first tooth, implant, or edentulous tooth position in graft.
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites) each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4283	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) - each additional contiguous tooth, implant or edentulous tooth position in same graft site.
D4285	Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) - each additional contiguous tooth, implant or edentulous tooth position in same graft site.

### BONE GRAFTS: D4263, D4264, D4265

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

### GINGIVECTOMY: D4210, D4211

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

### OSSEOUS SURGERY: D4240, D4241, D4260, D4261

- Each quadrant is limited to 1 of each of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

### TISSUE GRAFTS: D4270, D4273, D4275, D4276, D4277, D4278, D4283, D4285

- Each quadrant is limited to 2 of any of these procedures per 3 year(s).
- Coverage is limited to treatment of periodontal disease.

## NON-SURGICAL PERIODONTICS

D4341	Periodontal scaling and root planing - four or more teeth per quadrant.
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant.
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report.

### ANTIMICROBIAL AGENTS: D4381

## TYPE 2 PROCEDURES

- Each quadrant is limited to 2 of any of these procedures per 2 year(s).
- PERIODONTAL SCALING & ROOT PLANING: D4341, D4342
- Each quadrant is limited to 1 of each of these procedures per 2 year(s).

### DENTURE REPAIR

D5511	Repair broken complete denture base, mandibular.
D5512	Repair broken complete denture base, maxillary.
D5520	Replace missing or broken teeth - complete denture (each tooth).
D5611	Repair resin partial denture base, mandibular.
D5612	Repair resin partial denture base, maxillary.
D5621	Repair cast partial framework, mandibular.
D5622	Repair cast partial framework, maxillary.
D5630	Repair or replace broken retentive/clasping materials per tooth.
D5640	Replace broken teeth - per tooth.

### ADD TOOTH/CLASP TO EXISTING PARTIAL

D5650	Add tooth to existing partial denture.
D5660	Add clasp to existing partial denture-per tooth.

### DENTURE REBASES

D5710	Rebase complete maxillary denture.
D5711	Rebase complete mandibular denture.
D5720	Rebase maxillary partial denture.
D5721	Rebase mandibular partial denture.

### DENTURE RELINES

D5730	Reline complete maxillary denture (direct).
D5731	Reline complete mandibular denture (direct).
D5740	Reline maxillary partial denture (direct).
D5741	Reline mandibular partial denture (direct).
D5750	Reline complete maxillary denture (indirect).
D5751	Reline complete mandibular denture (indirect).
D5760	Reline maxillary partial denture (indirect).
D5761	Reline mandibular partial denture (indirect).

DENTURE RELINE: D5730, D5731, D5740, D5741, D5750, D5751, D5760, D5761

- Coverage is limited to service dates more than 6 months after placement date.

### TISSUE CONDITIONING

D5850	Tissue conditioning, maxillary.
D5851	Tissue conditioning, mandibular.

### NON-SURGICAL EXTRACTIONS

D7111	Extraction, coronal remnants - primary tooth.
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal).

### SURGICAL EXTRACTIONS

D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated.
D7220	Removal of impacted tooth - soft tissue.
D7230	Removal of impacted tooth - partially bony.
D7240	Removal of impacted tooth - completely bony.
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications.
D7250	Removal of residual tooth roots (cutting procedure).
D7251	Coronectomy-intentional partial tooth removal.

### OTHER ORAL SURGERY

D7260	Oroantral fistula closure.
D7261	Primary closure of a sinus perforation.
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth.
D7272	Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization).
D7280	Exposure of an unerupted tooth.
D7282	Mobilization of erupted or malpositioned tooth to aid eruption.
D7283	Placement of device to facilitate eruption of impacted tooth.
D7310	Alveoplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.
D7311	Alveoplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.
D7320	Alveoplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant.

## TYPE 2 PROCEDURES

D7321 Alveoplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant.  
D7340 Vestibuloplasty - ridge extension (secondary epithelialization).  
D7350 Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue).

D7410 Excision of benign lesion up to 1.25 cm.  
D7411 Excision of benign lesion greater than 1.25 cm.  
D7412 Excision of benign lesion, complicated.  
D7413 Excision of malignant lesion up to 1.25 cm.  
D7414 Excision of malignant lesion greater than 1.25 cm.  
D7415 Excision of malignant lesion, complicated.  
D7440 Excision of malignant tumor - lesion diameter up to 1.25 cm.  
D7441 Excision of malignant tumor - lesion diameter greater than 1.25 cm.  
D7450 Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm.  
D7451 Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm.  
D7460 Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm.  
D7461 Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm.  
D7465 Destruction of lesion(s) by physical or chemical method, by report.  
D7471 Removal of lateral exostosis (maxilla or mandible).  
D7472 Removal of torus palatinus.  
D7473 Removal of torus mandibularis.  
D7485 Reduction of osseous tuberosity.  
D7490 Radical resection of maxilla or mandible.  
D7510 Incision and drainage of abscess - intraoral soft tissue.  
D7520 Incision and drainage of abscess - extraoral soft tissue.  
D7530 Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue.  
D7540 Removal of reaction producing foreign bodies, musculoskeletal system.  
D7550 Partial osteotomy/sequestrectomy for removal of non-vital bone.  
D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body.  
D7910 Suture of recent small wounds up to 5 cm.  
D7911 Complicated suture - up to 5 cm.  
D7912 Complicated suture - greater than 5 cm.  
D7961 Buccal/labial frenectomy (frenulectomy).  
D7962 Lingual frenectomy (frenulectomy).  
D7963 Frenuloplasty.  
D7970 Excision of hyperplastic tissue - per arch.  
D7972 Surgical reduction of fibrous tuberosity.  
D7979 Non-surgical sialolithotomy.  
D7980 Surgical sialolithotomy.  
D7983 Closure of salivary fistula.

REMOVAL OF BONE TISSUE: D7471, D7472, D7473

- Coverage is limited to 5 of any of these procedures per lifetime.

### BIOPSY OF ORAL TISSUE

D7285 Incisional biopsy of oral tissue - hard (bone, tooth).  
D7286 Incisional biopsy of oral tissue - soft.  
D7287 Exfoliative cytological sample collection. D7288  
Brush biopsy - transepithelial sample collection.

### PALLIATIVE

D9110 Palliative (emergency) treatment of dental pain - minor procedure.

PALLIATIVE TREATMENT: D9110

- Not covered in conjunction with other procedures, except diagnostic x-ray radiographic images.

### ANESTHESIA-GENERAL/IV

D9219 Evaluation for moderate sedation, deep sedation or general anesthesia.  
D9222 Deep sedation/general anesthesia - first 15 minutes.  
D9223 Deep sedation/general anesthesia - each subsequent 15 minute increment.  
D9239 Intravenous moderate (conscious) sedation/analgesia - first 15 minutes.  
D9243 Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minute increment.

GENERAL ANESTHESIA: D9222, D9223, D9239, D9243

- Coverage is only available with a cutting procedure. A maximum of four (D9222, D9223, D9239 or D9243) will be considered.

## TYPE 2 PROCEDURES

### MISCELLANEOUS

D0486 Laboratory accession of transepithelial cytologic sample, microscopic examination, preparation and transmission of written report.

D2951 Pin retention - per tooth, in addition to restoration.

D9911 Application of desensitizing resin for cervical and/or root surfaces, per tooth.

DESENSITIZATION: D9911

- Coverage is limited to 1 of any of these procedures per 6 month(s).
- D2140, D2150, D2160, D2161, D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394, D2990, also contribute(s) to this limitation.
- Coverage is limited to necessary placement resulting from decay or replacement due to existing unserviceable restorations.

### NON-SURGICAL MISCELLANEOUS

D0320 Temporomandibular joint arthrogram, including injection.

D0321 Other temporomandibular joint radiographic images, by report

**TYPE 3 PROCEDURES**  
**BENEFIT PERIOD - Benefit Year**  
**For Additional Limitations - See Limitations**

**ONLAY RESTORATIONS**

D2542 Onlay - metallic - two surfaces.  
D2543 Onlay - metallic - three surfaces.  
D2544 Onlay - metallic - four or more surfaces.  
D2642 Onlay - porcelain/ceramic - two surfaces.  
D2643 Onlay - porcelain/ceramic - three surfaces.  
D2644 Onlay - porcelain/ceramic - four or more surfaces.  
D2662 Onlay - resin-based composite - two surfaces.  
D2663 Onlay - resin-based composite - three surfaces.  
D2664 Onlay - resin-based composite - four or more surfaces.

ONLAY: D2542, D2543, D2544, D2642, D2643, D2644, D2662, D2663, D2664

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

**CROWNS SINGLE RESTORATIONS**

D2710 Crown - resin-based composite (indirect).  
D2712 Crown - 3/4 resin-based composite (indirect).  
D2720 Crown - resin with high noble metal.  
D2721 Crown - resin with predominantly base metal.  
D2722 Crown - resin with noble metal.  
D2740 Crown - porcelain/ceramic.  
D2750 Crown - porcelain fused to high noble metal.  
D2751 Crown - porcelain fused to predominantly base metal.  
D2752 Crown - porcelain fused to noble metal.  
D2753 Crown-porcelain fused to titanium and titanium alloys.  
D2780 Crown - 3/4 cast high noble metal.  
D2781 Crown - 3/4 cast predominantly base metal.  
D2782 Crown - 3/4 cast noble metal.  
D2783 Crown - 3/4 porcelain/ceramic.  
D2790 Crown - full cast high noble metal.

## TYPE 3 PROCEDURES

D2791 Crown - full cast predominantly base metal.

D2792 Crown - full cast noble metal.

D2794 Crown - titanium and titanium alloys.

CROWN: D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6624, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782,

D6783, D6784, D6790, D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Coverage is limited to necessary placement resulting from caries (tooth decay) or traumatic injury.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

### CORE BUILD-UP

D2950 Core buildup, including any pins when required.

CORE BUILDUP: D2950

- A pretreatment is strongly suggested for D2950. This is reviewed by our dental consultants and benefits are allowed when diagnostic data indicates significant tooth structure loss.

### POST AND CORE

D2952 Post and core in addition to crown, indirectly fabricated.

D2954 Prefabricated post and core in addition to crown.

D9120 Fixed partial denture sectioning.

### PROSTHODONTICS - FIXED/REMOVABLE (DENTURES)

D5110 Complete denture - maxillary.

D5120 Complete denture - mandibular.

D5130 Immediate denture - maxillary.

D5140 Immediate denture - mandibular.

D5211 Maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5212 Mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5213 Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

D5214 Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

D5221 Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5222 Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth).

D5223 Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).

## TYPE 3 PROCEDURES

D5224 Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth).  
D5225 Maxillary partial denture-flexible base (including retentive/clasping materials, rests, and teeth).  
D5226 Mandibular partial denture-flexible base (including retentive/clasping materials, rests, and teeth).  
D5282 Removable unilateral partial denture-one piece cast metal (including retentive/clasping materials, rests, and teeth), maxillary.  
D5283 Removable unilateral partial denture-one piece cast metal (including retentive/clasping materials, rests, and teeth), mandibular.  
D5284 Removable unilateral partial denture-one piece flexible base (including retentive/clasping materials, rests, and teeth)-per quadrant.  
D5286 Removable unilateral partial denture-one piece resin (including retentive/clasping materials, rests, and teeth)-per quadrant.  
D5670 Replace all teeth and acrylic on cast metal framework (maxillary).  
D5671 Replace all teeth and acrylic on cast metal framework (mandibular).  
D5810 Interim complete denture (maxillary).  
D5811 Interim complete denture (mandibular).  
D5820 Interim partial denture (including retentive/clasping materials, rests, and teeth), maxillary.  
D5821 Interim partial denture (including retentive/clasping materials, rests, and teeth), mandibular.  
D5863 Overdenture - complete maxillary.  
D5864 Overdenture - partial maxillary.  
D5865 Overdenture - complete mandibular.  
D5866 Overdenture - partial mandibular.  
D5876 Add metal substructure to acrylic full denture (per arch).  
D6110 Implant/abutment supported removable denture for edentulous arch - maxillary.  
D6111 Implant/abutment supported removable denture for edentulous arch - mandibular.  
D6112 Implant/abutment supported removable denture for partially edentulous arch - maxillary.  
D6113 Implant/abutment supported removable denture for partially edentulous arch - mandibular.  
D6114 Implant/abutment supported fixed denture for edentulous arch - maxillary.  
D6115 Implant/abutment supported fixed denture for edentulous arch - mandibular. D6116  
D6116 Implant/abutment supported fixed denture for partially edentulous arch - maxillary.  
D6117 Implant/abutment supported fixed denture for partially edentulous arch - mandibular.  
D6118 Implant/abutment supported interim fixed denture for edentulous arch - mandibular.  
D6119 Implant/abutment supported interim fixed denture for edentulous arch - maxillary.

COMPLETE DENTURE: D5110, D5120, D5130, D5140, D5863, D5865, D5876, D6110, D6111, D6114, D6115

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months after placement date. Procedures D5863, D5865, D6110, D6111, D6114 and D6115 are considered at an alternate benefit of a D5110/D5120. Benefits for procedure D5876 is contingent upon the related denture being covered.

PARTIAL DENTURE: D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D5670, D5671, D5864, D5866, D6112, D6113, D6116, D6117

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D6010, D6040, D6050, also contribute(s) to this limitation.
- Frequency is waived for accidental injury.
- Allowances include adjustments within 6 months of placement date. Procedures D5864, D5866, D6112, D6113, D6116 and D6117 are considered at an alternate benefit of a D5213/D5214.

### DENTURE ADJUSTMENTS

D5410 Adjust complete denture - maxillary.  
D5411 Adjust complete denture - mandibular.  
D5421 Adjust partial denture - maxillary.  
D5422 Adjust partial denture - mandibular.

DENTURE ADJUSTMENT: D5410, D5411, D5421, D5422

- Coverage is limited to dates of service more than 6 months after placement date.

## TYPE 3 PROCEDURES

### IMPLANTS

D6010	Surgical placement of implant body: endosteal implant.
D6040	Surgical placement: eposteal implant.
D6050	Surgical placement: transosteal implant.
D6051	Interim abutment.
D6055	Connecting bar-implant supported or abutment supported.
D6056	Prefabricated abutment - includes placement.
D6057	Custom abutment - includes placement.
D6191	Semi-precision abutment-placement.
D6192	Semi-precision attachment-placement.

IMPLANT: D6010, D6040, D6050

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5225, D5226, D5282, D5283, D5284, D5286, D6094, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252,

also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Benefits for procedures D6051, D6055, D6056, D6057, D6191 and D6192 will be contingent upon the implant being covered. Replacement for procedures D6056, D6057, D6191 and D6192 are limited to 1 of any of these procedures in 5 years.

### IMPLANT SERVICES

D6080	Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments.
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure.
D6090	Repair implant supported prosthesis, by report.
D6091	Replacement of replaceable part of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment.
D6095	Repair implant abutment, by report.
D6096	Remove broken implant retaining screw.
D6100	Implant removal, by report.
D6190	Radiographic/surgical implant index, by report.

IMPLANT SERVICES: D6080, D6081, D6090, D6091, D6095, D6096, D6100, D6190

- Coverage for D6080 and D6081 is limited to 2 of any of these procedures in a 12 month period. Coverage for D6090, D6091, D6095 and D6096 is limited to service dates more than 6 months after placement date. Coverage for D6190 is limited to 1 per arch in a 24 month period.

### PROSTHODONTICS - FIXED

D6058	Abutment supported porcelain/ceramic crown.
D6059	Abutment supported porcelain fused to metal crown (high noble metal).
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal).
D6061	Abutment supported porcelain fused to metal crown (noble metal).
D6062	Abutment supported cast metal crown (high noble metal).
D6063	Abutment supported cast metal crown (predominantly base metal).
D6064	Abutment supported cast metal crown (noble metal).
D6065	Implant supported porcelain/ceramic crown.
D6066	Implant supported crown - porcelain fused to high noble alloys.
D6067	Implant supported crown - high noble alloys.
D6068	Abutment supported retainer for porcelain/ceramic FPD.
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal).
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal).
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal).
D6072	Abutment supported retainer for cast metal FPD (high noble metal).
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal).
D6074	Abutment supported retainer for cast metal FPD (noble metal).
D6075	Implant supported retainer for ceramic FPD.
D6076	Implant supported retainer for FPD - porcelain fused to high noble alloys.

## TYPE 3 PROCEDURES

D6077	Implant supported retainer for metal FPD - high noble alloy.
D6082	Implant supported crown-porcelain fused to predominantly base alloys.
D6083	Implant supported crown-porcelain fused to noble alloys.
D6084	Implant supported crown-porcelain fused to titanium and titanium alloys.
D6086	Implant supported crown-predominantly base alloys.
D6087	Implant supported crown-noble alloys.
D6088	Implant supported crown-titanium and titanium alloys.
D6094	Abutment supported crown - titanium and titanium alloys.
D6097	Abutment supported crown-porcelain fused to titanium and titanium alloys.
D6098	Implant supported retainer-porcelain fused to predominantly base alloys.
D6099	Implant supported retainer for FPD-porcelain fused to noble alloys. D6120
	Implant supported retainer-porcelain fused to titanium and titanium alloys.
D6121	Implant supported retainer for metal FPD-predominantly base alloys.
D6122	Implant supported retainer for metal FPD-noble alloys.
D6123	Implant supported retainer for metal FPD-titanium and titanium alloys. D6194
	Abutment supported retainer crown for FPD - titanium and titanium alloys.
D6195	Abutment supported retainer-porcelain fused to titanium and titanium alloys.
D6205	Pontic - indirect resin based composite.
D6210	Pontic - cast high noble metal.
D6211	Pontic - cast predominantly base metal.
D6212	Pontic - cast noble metal.
D6214	Pontic - titanium and titanium alloys. D6240
	Pontic - porcelain fused to high noble metal.
D6241	Pontic - porcelain fused to predominantly base metal.
D6242	Pontic - porcelain fused to noble metal.
D6243	Pontic-porcelain fused to titanium and titanium alloys.
D6245	Pontic - porcelain/ceramic.
D6250	Pontic - resin with high noble metal.
D6251	Pontic - resin with predominantly base metal.
D6252	Pontic - resin with noble metal.
D6545	Retainer - cast metal for resin bonded fixed prosthesis.
D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis.
D6549	Resin retainer - for resin bonded fixed prosthesis.
D6600	Retainer inlay - porcelain/ceramic, two surfaces.
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces.
D6602	Retainer inlay - cast high noble metal, two surfaces.
D6603	Retainer inlay - cast high noble metal, three or more surfaces.
D6604	Retainer inlay - cast predominantly base metal, two surfaces.
D6605	Retainer inlay - cast predominantly base metal, three or more surfaces.
D6606	Retainer inlay - cast noble metal, two surfaces.
D6607	Retainer inlay - cast noble metal, three or more surfaces.
D6608	Retainer onlay - porcelain/ceramic, two surfaces.
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces.
D6610	Retainer onlay - cast high noble metal, two surfaces.
D6611	Retainer onlay - cast high noble metal, three or more surfaces.
D6612	Retainer onlay - cast predominantly base metal, two surfaces.
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces.
D6614	Retainer onlay - cast noble metal, two surfaces.
D6615	Retainer onlay - cast noble metal, three or more surfaces.
D6624	Retainer inlay - titanium.
D6634	Retainer onlay - titanium.
D6710	Retainer crown - indirect resin based composite.
D6720	Retainer crown - resin with high noble metal.
D6721	Retainer crown - resin with predominantly base metal.
D6722	Retainer crown - resin with noble metal.
D6740	Retainer crown - porcelain/ceramic.
D6750	Retainer crown - porcelain fused to high noble metal.
D6751	Retainer crown - porcelain fused to predominantly base metal.
D6752	Retainer crown - porcelain fused to noble metal.
D6753	Retainer crown-porcelain fused to titanium and titanium alloys.
D6780	Retainer crown - 3/4 cast high noble metal.

## TYPE 3 PROCEDURES

D6781	Retainer crown - 3/4 cast predominantly base metal.
D6782	Retainer crown - 3/4 cast noble metal.
D6783	Retainer crown - 3/4 porcelain/ceramic.
D6784	Retainer crown 3/4-titanium and titanium alloys.
D6790	Retainer crown - full cast high noble metal.
D6791	Retainer crown - full cast predominantly base metal.
D6792	Retainer crown - full cast noble metal.
D6794	Retainer crown - titanium and titanium alloys.
D6940	Stress breaker.

FIXED PARTIAL CROWN: D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790, D6791, D6792, D6794

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6608, D6609, D6610, D6611,

D6612, D6613, D6614, D6615, D6624, D6634, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL INLAY: D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12.

FIXED PARTIAL ONLAY: D6608, D6609, D6610, D6611, D6612, D6613, D6614, D6615, D6634

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2650, D2651, D2652, D2662, D2663, D2664, D2710, D2712, D2720, D2721, D2722, D2740, D2750, D2751, D2752, D2753, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6600, D6601, D6602, D6603, D6604, D6605, D6606, D6607, D6624, D6710, D6720, D6721, D6722, D6740, D6750, D6751, D6752, D6753, D6780, D6781, D6782, D6783, D6784, D6790,

D6791, D6792, D6794, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.
- Benefits will not be considered if procedure D2390, D2928, D2929, D2930, D2931, D2932, D2933 or D2934 has been performed within 12 months.

FIXED PARTIAL PONTIC: D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252

## TYPE 3 PROCEDURES

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6010, D6040, D6050, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097, D6098, D6099, D6120,

D6121, D6122, D6123, D6194, D6195, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED CROWN: D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6194, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243,

D6245, D6250, D6251, D6252, also contribute(s) to this limitation.

- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

IMPLANT SUPPORTED RETAINER: D6068, D6069, D6070, D6071, D6072, D6073, D6074, D6075, D6076, D6077, D6098, D6099, D6120, D6121, D6122, D6123, D6194, D6195

- Replacement is limited to 1 of any of these procedures per 5 year(s).
- D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224, D5225, D5226, D5282, D5283, D5284, D5286, D6058, D6059, D6060, D6061, D6062, D6063, D6064, D6065, D6066, D6067, D6082, D6083, D6084, D6086, D6087, D6088, D6094, D6097, D6205, D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6243, D6245, D6250, D6251, D6252, also contribute(s) to this limitation
- Frequency is waived for accidental injury.
- Porcelain and resin benefits are considered for anterior and bicuspid teeth only.
- Procedures that contain titanium or high noble metal will be considered at the corresponding noble metal allowance.

## BONE AUGMENTATION

D6104 Bone graft at time of implant placement.

D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report.

D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach.

D7952 Sinus augmentation via a vertical approach.

D7953 Bone replacement graft for ridge preservation - per site.

BONE AUGMENTATION: D6104, D7950, D7951, D7952, D7953

- Each quadrant is limited to 1 of any of these procedures per 5 year(s).
- Coverage of D6104, D7950, D7951, D7952 and D7953 is limited to the treatment and placement of endosteal implant D6010, D6040 eposteal implant or D6050 transosteal implant.

## OCCLUSAL GUARD

D9944 Occlusal guard - hard appliance, full arch.

D9945 Occlusal guard - soft appliance, full arch.

D9946 Occlusal guard - hard appliance, partial arch.

OCCLUSAL GUARD: D9944, D9945, D9946

- Coverage is limited to 1 of any of these procedures per 3 year(s).
- Benefits will not be available if performed for athletic purposes.

## OCCLUSAL ADJUSTMENT

D9951 Occlusal adjustment - limited.

D9952 Occlusal adjustment - complete.

OCCLUSAL ADJUSTMENT: D9951, D9952

- Coverage is considered only when performed in conjunction with periodontal procedures for the treatment of periodontal disease.

### **TYPE 3 PROCEDURES**

BENEFIT PERIOD - Benefit Year

**For Additional Limitations - See Limitations**

#### NON-SURGICAL MISCELLANEOUS

- D0322 Tomographic survey.
- D0340 2D Cephalometric radiographic image - acquisition, measurement and analysis.
- D0368 Cone beam CT capture and interpretation for TMJ series including two or more exposures.
- D0369 Maxillofacial MRI capture and interpretation.
- D0384 Cone beam CT image capture for TMJ series including two or more exposures.
- D0385 Maxillofacial MRI image capture.
- D0391 Interpretation of diagnostic image by a practitioner not associated with capture of the image,  
including report.
- D0470 Diagnostic casts.
- D7880 Occlusal orthotic device, by report.
- D7881 Occlusal orthotic device adjustment.
- D9130 Temporomandibular joint dysfunction - non-invasive physical therapies.

## Services Not Covered by the Plan

Unless otherwise stated in the *Benefits Summary*, the following are not covered:

- Services that are not *dentally necessary* and appropriate according to *our* review guidelines. Services subject to these guidelines include, but are not limited to, root canals; crowns and related services; bridges; periodontal services; *orthodontics*; and, oral surgery. *We* will make a decision whether a service is *dentally necessary* based on these guidelines. A service may not be covered under these guidelines even if it was recommended by a *dentist*. *Our* guidelines can be found on *our* website at [www.altusdental.com](http://www.altusdental.com). *You* can have *your dentist* send *us* a request for a Pre-treatment Estimate in advance of the service to see if the service meets *our* guidelines.
- Services greater than the *annual maximum*.
- Services received from a dental or medical department maintained by or on behalf of an employer; a mutual benefit association; labor union; trustee; or, similar person or group.
- An illness or injury that *we* decide is employment-related.
- Services *you* would not have to pay for if *you* did not have this Altus Dental coverage.
- Services or supplies that are experimental in terms of generally accepted dental standards.
- Services done by a *dentist* who is a member of *your* immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if *you* did not have this Altus Dental coverage.
- Services done by someone who is not a licensed *dentist* or a licensed *hygienist* working as authorized by applicable law.
- Disorders related to the temporomandibular joints – (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations needed because *you* grind *your* teeth or due to erosion, abrasion, or attrition.
- Services done mainly to change or to improve *your* appearance.
- Splinting and other services to stabilize teeth.
- Laboratory or bacteriological tests or reports.
- Temporary, complete dentures or temporary, fixed bridges or crowns.
- Prescription drugs.
- General anesthesia or intravenous sedation given by anyone other than a *dentist*.
- General anesthesia or intravenous sedation for non-surgical extractions, diagnostic, preventive, or minor restorative services.

*We* can adopt and apply policies that *we* deem reasonable when *we* approve the eligibility of *subscribers*; and, the appropriateness of treatment plans and related charges.

**EyeMed Vision Care – UAW/UMass Health & Welfare Trust Fund  
Fifth Amendment to the Fee for Service Agreement**

This Fifth Amendment to the Fee for Service Agreement ("Agreement") is effective September 1, 2024, (the "Effective Date") and is entered into by and between EyeMed Vision Care, LLC ("EyeMed") and First American Administrators ("FAA"), with their principal place of business at 4000 Luxottica Place, Mason, OH 45040 and UAW/UMass Health & Welfare Trust Fund with its principal place of business at 6 University Drive, Suite 206-229, Amherst, MA 01002, as Plan Sponsor and Plan Administrator ("Plan Sponsor").

**WHEREAS**, effective November 1, 2010, the parties entered into a Fee for Service Agreement;

**WHEREAS**, effective July 1, 2016, the parties entered into a First Amendment to the Fee for Service Agreement;

**WHEREAS**, effective July 1, 2019, the parties entered into a Second Amendment to the Fee for Service Agreement;

**WHEREAS**, effective September 1, 2022, the parties entered into a Third Amendment to the Fee for Service Agreement;

**WHEREAS**, effective September 1, 2023, the parties entered into a Fourth Amendment to the Fee for Service Agreement;

**WHEREAS**, pursuant to Section XIII, Subsection M of the Fee for Service Agreement the parties reserve the right to modify the Fee for Service Agreement in a writing signed by both parties; and

**WHEREAS**, the parties now agree to amend the Fee for Service Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth herein, it is agreed as follows:

I. Section I.B Term shall be revised in its entirety as attached hereto:

**B. TERM**

The Agreement shall commence on the September 1, 2024 for a term of forty-eight (48) months and shall renew for two 1 year renewals unless (i) Plan Sponsor gives written notice to EyeMed at least ninety (90) days prior to the expiration of the initial term or any twelve (12) month renewal term; (ii) EyeMed gives written notice to Plan Sponsor at least one hundred eighty (180) days prior to the expiration of the initial term or any twelve (12) month renewal term; or (iii) the Agreement is otherwise terminated in accordance with Section XII.

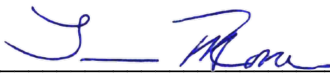
II. Exhibit B-Benefit Schedule shall be revised in its entirety as attached hereto.

III. The parties agree that in all other respects the Fee for Service Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective September 1, 2024.

(Signature page to follow)

**EyeMed Vision Care, LLC**

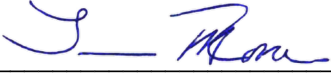
By: 

Name: Jason Rome

Title: Senior Vice President

Date: July 31, 2024

**First American Administrators, Inc.**


By: 

Name: Jason Rome

Title: Senior Vice President

Date: July 31, 2024

**UAW/UMass Health & Welfare Trust Fund**

By: 

Name: Leslie Edwards Davis

Title: Director of Benefit Programs

Date: 7/30/24

Reviewed As to Form by EyeMed Legal:



## BENEFITS

## UAW/UMass Health &amp; Welfare Trust



## Benefits

Renewal  
 Exam & Materials  
 Select Network  
 ASO (PSPM/PMPM)  
 Employer Paid

## Monthly rates

**PSPM**  
 \$0.93

## SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES once every 12 months</b>		
Exam	\$0 copay	Up to \$57
<b>FRAME once every 12 months</b>		
Frame	\$0 copay; 20% off balance over \$185 allowance	Up to \$111
<b>STANDARD PLASTIC LENSES once every 12 months</b>		
Single Vision	\$10 copay	Up to \$47
Bifocal	\$10 copay	Up to \$79
Trifocal/Lenticular	\$10 copay	Up to \$130
Progressive – Standard	\$10 copay	Up to \$78
Progressive – Premium Tier I	\$30 copay	Up to \$100
Progressive – Premium Tier II	\$40 copay	Up to \$100
Progressive – Premium Tier III	\$55 copay	Up to \$100
Progressive – Premium Tier IV	\$10 copay; 20% off retail price less \$120 allowance	Up to \$95
<b>LENS OPTIONS</b>		
Tint – Solid or Gradient	\$0 copay	Up to \$5
<b>CONTACT LENSES once every 12 months</b>		
Contacts – Conventional	\$0 copay; 15% off balance over \$150 allowance	Up to \$120
Contacts – Disposable	\$0 copay; 100% of balance over \$150 allowance	Up to \$120
Contacts – Medically Necessary	\$0 copay; paid-in-full	Up to \$300

All plans are based on a 48 month contract and 48 month rate guarantee. Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier.

RATES, LIMITS AND EXCLUSIONS

UAW/UMass Health & Welfare Trust



Monthly rates

**PSPM**  
\$0.93



**Plan Details**

Quote for group situated in the State of MA and will be valid until the 09/01/2024 implementation date. Date Quoted 06/28/2024. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group.

**Plan Exclusions/Limitations**

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training; subnormal vision aids and associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If UAW/UMass Health & Welfare Trust Fund has chosen this benefit design, attach this document to the group application and sign here

7/11/24

Signature

Date

## Basic Term Life / AD&D

Metropolitan Life Insurance Company

### Plan Design for: UAW/UMass Health & Welfare Trust Fund For All Active Full-Time Postdoctoral Researcher Employees

<b>Basic Life</b>	\$20,000
<b>Accidental Death &amp; Dismemberment</b>	An amount equal to Your Basic Life Insurance.
<b>Plan Maximum</b>	\$20,000
<b>Non-Medical Maximum</b>	\$20,000
<b>Age Reduction Formula (reduces by)</b>	Reduces by 35% at age 65, and to 50% of the original amount at age 70
<b>Employee Contribution</b> <ul style="list-style-type: none"><li>• <b>Basic Life</b></li><li>• <b>AD&amp;D</b></li></ul>	0% 0%

#### Term Life Features<sup>1</sup>:

- Continuation of Life insurance while totally disabled as defined by the Group Policy<sup>2</sup>
- Accelerated Benefits Option<sup>3</sup>
- Total Control Account<sup>4</sup>
- Portability<sup>5</sup>
- Grief Counseling<sup>6</sup>
- Funeral Discounts and Planning Services<sup>7</sup>

#### Additional Features:

- Digital Estate Planning<sup>8</sup>

#### AD&D Features<sup>1</sup>:

- Seat Belt Benefit<sup>9</sup>
- Child Care Benefit
- Life Settlement Account<sup>4</sup>
- Air Bag Benefit
- Common Carrier Benefit

## What Is Not Covered?

Like most insurance plans, this plan has exclusions. In addition, a reduction schedule may apply. Please see your benefits administrator or certificate for specific details.

Accidental Death & Dismemberment insurance does not include payment for any loss which is caused by or contributed to by: physical or mental illness, diagnosis of or treatment of the illness; an infection, unless caused by an external wound accidentally sustained; suicide or attempted suicide; injuring oneself on purpose; the voluntary intake or use by any means of any drug, medication or sedative, unless taken as prescribed by a doctor or an over-the-counter drug taken as directed; voluntary intake of alcohol in combination with any drug, medication or sedative; war, whether declared or undeclared, or act of war, insurrection, rebellion or riot; committing or trying to commit a felony; any poison, fumes or gas, voluntarily taken, administered or absorbed; service in the armed forces of any country or international authority, except the United States National Guard; operating, learning to operate, or serving as a member of a crew of an aircraft; while in any aircraft for the purpose of descent from such aircraft while in flight (except for self-preservation); or operating a vehicle or device while intoxicated as defined by the laws of the jurisdiction in which the accident occurs. Specific information pertaining to your insurance can be obtained by contacting your benefits administrator or MetLife.

Life and AD&D coverages are provided under a group insurance policy (Policy Form GPNP99 or G2130-S) issued to your employer by MetLife. Life and AD&D coverages under your employer's plan terminates when your employment ceases when your Life and AD&D contributions cease, or upon termination of the group insurance policy. Should your life insurance coverage terminate for reasons other than non-payment of premium, you may convert it to a MetLife individual permanent policy without providing medical evidence of insurability.

**This summary provides an overview of your plan's benefits. These benefits are subject to the terms and conditions of the contract between MetLife and your Plan Sponsor and are subject to each state's laws and availability. Specific details regarding these provisions can be found in the booklet certificate.** Nothing in these materials is intended to be advice for a particular situation or individual. Please consult with your own advisors for such advice. Like most group insurance policies, insurance policies offered by MetLife contain certain exclusions, exceptions, waiting periods, reductions, limitations and terms for keeping them in force. Please contact your benefits administrator or MetLife for costs and complete details.

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<sup>1</sup> Features may vary depending on jurisdiction.

<sup>2</sup> Total disability or totally disabled means your inability to do your job and any other job for which you may be fit by education, training or experience, due to injury or sickness. Please note that this benefit is only available after you have participated in the Basic/Supplemental Term Life Plan for 1 year and it is only available to the employee.

<sup>3</sup> The Accelerated Death Benefit due to Terminal Illness Rider pays between 50%-100% (depending on plan design) of an insured's Life Insurance proceeds (with the balance payable upon final claim) in most states if the insured becomes terminally ill. Conditions and restrictions may apply. Any outstanding loans will reduce the cash value and death benefit.

The ABO benefits are intended to qualify for favorable federal tax treatment under Section 101(g) of the Internal Revenue Code (26 U.S.C. Sec 101(g)), in which case the benefits will not be subject to federal taxation. This information was written as a supplement to the marketing of life insurance products. Tax laws relating to accelerated benefits are complex and limitations may apply. You are advised to consult with and rely on an independent tax advisor about your own particular circumstances. Receipt of ABO benefits may affect your eligibility, or that of your spouse or your family, for public assistance programs such as medical assistance (Medicaid), Temporary Assistance to Needy Families (TANF), Supplementary Social Security Income (SSI) and drug assistance programs. You are advised to consult with social service agencies concerning the effect that receipt of ABO benefits will have on public assistance eligibility for you, your spouse or your family. This is a life insurance benefit that also gives you the option to accelerate some or all of the death benefit in the event you meet the criteria for a qualifying event described in the policy. This policy or certificate does not provide long-term care insurance subject to California long-term care insurance (LTC) law. This policy or certificate is not a California Partnership for Long-Term Care program policy. LTC insurance provides nursing home care, home-health care, personal or adult day care for individuals above age 65 or with chronic or disabling conditions that need constant supervision. This policy or certificate is not a Medicare supplement (policy or certificate).

<sup>4</sup> Subject to state law, and/or group policyholder direction, the Total Control Account is provided for all Life and AD&D benefits of \$5,000 or more. The assets backing the Total Control Account (TCA) are maintained in the general account of MetLife or the Issuing Insurance Company. These general accounts are subject to the creditors of MetLife or the respective Issuing Insurance Company. MetLife or the Issuing Insurance Company bears the investment experience of such assets and expects to earn income sufficient to pay interest to TCA Accountholders and to make a profit on the operation of the TCAs. Regardless of the investment experience of such assets, the effective annual rate on the Account will not be less than the rate guaranteed on the welcome guide. The TCA and other available settlement options are not bank products and are not insured by the FDIC or any other governmental agency. In addition, while the funds in your account are not insured by the FDIC, they are guaranteed by each state's insurance guarantee association. The coverage limits vary by state. Please contact the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com) or 703-481-5206) to learn more. FOR FURTHER INFORMATION, PLEASE CONTACT YOUR

STATE DEPARTMENT OF INSURANCE.

- <sup>5</sup> All coverage amounts are subject to applicable state laws. To take advantage of this benefit, coverage of at least \$10,000 must be elected.
- <sup>6</sup> Grief Counseling services are provided through an agreement with TELUS Health. TELUS Health is not an affiliate of MetLife, and the services TELUS Health provides are separate and apart from the insurance provided by MetLife. TELUS Health has a nationwide network of over 30,000 counselors. Counselors have masters or doctoral degrees and are licensed professionals. The Grief Counseling program does not provide support for issues such as: domestic issues, parenting issues, or marital/relationship issues (other than a finalized divorce). For such issues, members should inquire with their human resources department about available company resources. This program is available to insureds, their dependents and beneficiaries who have received a serious medical diagnosis or suffered a loss. Events that may result in a loss are not covered under this program unless and until such loss has occurred. Services are not available in all jurisdictions and are subject to regulatory approval. Not available on all policy forms.
- <sup>7</sup> Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers have been pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services offered in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only.
- <sup>8</sup> Digital Estate Planning without online notary is available to all individuals regardless of any MetLife relationship or product. It is not available for individuals residing in GU, PR and VI. Domestic partnerships are not currently supported. Group legal plans are provided by MetLife Legal Plans, Inc., Cleveland, OH. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan General Insurance Company, Warwick, RI
- <sup>9</sup> The Seat Belt Benefit is payable if an insured person dies as a result of injuries sustained in an accident while driving or riding in a private passenger car and wearing a properly fastened seat belt \_or a child restraint if the insured is a child\_. In such case, his or her benefit can be increased by 10 percent of the Full Amount — but not less than \$1,000 or more than \$25,000.

## Supplemental Term Life

Metropolitan Life Insurance Company

### Plan Design for: UAW/UMass Health & Welfare Trust Fund For All Active Full-Time Postdoctoral Researcher Employees

**Build Your Benefit** With MetLife's Supplemental Term Life insurance, your employer gives you the opportunity to buy valuable life insurance coverage for yourself, your spouse and your dependent children -- all at affordable group rates.

	Employee	Spouse & Child	
		Spouse <sup>1</sup>	Child
<b>Life Coverage:</b> provides a benefit in the event of death Schedules:	Increments of \$10,000	Increments of \$5,000	Flat Amount: \$1,000, \$2,000, \$4,000, \$5,000, or \$10,000
<b>Non Medical Maximum</b>	\$100,000	\$25,000	\$10,000
<b>Overall Benefit Maximum</b>	The lesser of 5 times Your Basic Annual Earnings, or \$500,000	\$100,000	\$10,000
<b>AD&amp;D Coverage:</b> provides a benefit in the event of death or dismemberment resulting from a covered accident Schedules:	Yes (benefit amount is same as Supplemental Term Life coverage)	Yes (benefit amount is same as Supplemental Term Life coverage)	Yes (benefit amount is same as Supplemental Term Life coverage)
<b>AD&amp;D Maximum</b>	Maximum amount is same as Supplemental Term Life coverage	Maximum amount is same as Supplemental Term Life coverage	Maximum amount is same as Supplemental Term Life coverage
<b>Employee Contribution</b>	100%	100%	100%

Any purchase or increase in benefits, which does not take place within 31 days of employee's or dependent's eligibility effective date is subject to evidence of insurability".

#### To request coverage:

1. Choose the amount of employee coverage that you want to buy.
2. Look up the premium costs for your age group for the coverage amount you are selecting on the chart below.
3. Choose the amount of coverage you want to buy for your spouse. Again, find the premium costs on the chart below.  
Note: Premiums are based on your age, not your spouse's.
4. Choose the amount of coverage you want to buy for your dependent children. The premium costs for each coverage option are shown below.
5. Fill in the enrollment form with the amounts of coverage you are selecting. (To request coverage over the non-medical maximum, please see your Human Resources representative for a medical questionnaire that you will need to complete.) Remember, you must purchase coverage for yourself in order to purchase coverage for your spouse or children.

Employee Age	Employee & Spouse Coverage -- Monthly Premium For:						
	\$1,000	\$10,000	\$20,000	\$40,000	\$50,000	\$100,000	
Under 30	\$0.08	\$0.77	\$1.54	\$3.08	\$3.85	\$7.70	
30-34	\$0.08	\$0.81	\$1.62	\$3.24	\$4.05	\$8.10	
35-39	\$0.10	\$0.99	\$1.98	\$3.96	\$4.95	\$9.90	
40-44	\$0.12	\$1.20	\$2.40	\$4.80	\$6.00	\$12.00	
45-49	\$0.16	\$1.61	\$3.22	\$6.44	\$8.05	\$16.10	
50-54	\$0.25	\$2.50	\$5.00	\$10.00	\$12.50	\$25.00	
55-59	\$0.37	\$3.70	\$7.40	\$14.80	\$18.50	\$37.00	
60-64	\$0.55	\$5.52	\$11.04	\$22.08	\$27.60	\$55.20	
65-69	\$0.92	\$9.24	\$18.48	\$36.96	\$46.20	\$92.40	
70+	\$1.73	\$17.31	\$34.62	\$69.24	\$86.55	\$173.10	

Due to rounding, your actual payroll deduction amount may vary slightly.

Dependent Child Coverage <sup>2</sup> Monthly Premium For:	
\$1,000	\$0.19
\$2,000	\$0.37
\$4,000	\$0.75
\$5,000	\$0.94
\$10,000	\$1.87

## Features available with Supplemental Life

**Grief Counseling<sup>3</sup>:** You, your dependents, and your beneficiaries access to grief counseling sessions and funeral related concierge services to help cope with a loss – at no extra cost. Grief counseling services provide confidential and professional support during a difficult time to help address personal and funeral planning needs. At your time of need, you and your dependents have 24/7 access to a work/life counselor. You simply call a dedicated 24/7 toll-free number to speak with a licensed professional experienced in helping individuals who have suffered a loss. Sessions can either take place in-person or by phone. You can have up to five face-to-face grief counseling sessions per event to discuss any situation you perceive as a major loss, including but not limited to death, bankruptcy, divorce, terminal illness, or losing a pet.<sup>3</sup> In addition, you have access to funeral assistance for locating funeral homes and cemetery options, obtaining funeral cost estimates and comparisons, and more. You can access these services by calling 1-888-319-7819 or log on to one.telushealth.com (Username: metlifeassist; Password: support).

**Funeral Discounts and Planning Services<sup>4</sup>:** As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.

When using the Dignity Memorial Network you have access to convenient planning services - either online at [www.finalwishesplanning.com](http://www.finalwishesplanning.com), by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.

**Digital Estate Planning<sup>8</sup>:** Helping to ensure final wishes are clear. Employees can choose to complete wills and other important estate planning documents quickly and easily online with access to online notary services.

**Will Preparation<sup>5</sup>:** Like life insurance, a carefully prepared Will is important. With a Will, you can define your most important decisions such as who will care for your children or inherit your property. By enrolling for Supplemental Term Life coverage, you will have in person access to MetLife Legal Plans' network of 18,500+ participating attorneys for preparing or updating a will, living will and power of attorney. When you enroll in this plan, you may take advantage of this benefit at no additional cost to you if you use a participating plan attorney. To obtain the legal plan's toll-free number and your company's group access number, contact your employer or your plan administrator for this information.

**MetLife Estate Resolution Services (ERS)<sup>6</sup>:** is a valuable service offered under the group policy. A MetLife Legal Plan attorney will consult with your beneficiaries by telephone or in person regarding the probate process for your estate. The attorney will also handle the probate of your estate for your executor or administrator. This can help alleviate the financial and administrative burden upon your loved ones in their time of need.

**Portability<sup>7</sup>:** Should you leave UAW/UMass Health & Welfare Trust Fund for any reason, and your Basic and Supplemental/Optional and Dependent Term Life and Personal and Supplemental/Optional and Dependent and Voluntary Accidental Death and Dismemberment insurance under this plan terminates, you will have an opportunity to continue group term coverage ("portability") under a different policy, subject to plan design and state availability. Rates will be based on the experience of the ported group and MetLife will bill you directly. Rates may be higher than your current rates. To take advantage of this feature, you must have coverage of at least \$10,000 up to a maximum of \$2,000,000.

## What Is Not Covered?

Like most insurance plans, this plan has exclusions. Supplemental and Dependent Life Insurance do not provide payment of benefits for death caused by suicide within the first two years (one year in North Dakota) of the effective date of the certificate, or payment of increased benefits for death caused by suicide within two years (one year in North Dakota or Colorado) of an increase in coverage. In addition, a reduction schedule may apply. Please see your benefits administrator or certificate for specific details.

Accidental Death & Dismemberment insurance does not include payment for any loss which is caused by or contributed to by: physical or mental illness, diagnosis of or treatment of the illness; an infection, unless caused by an external wound accidentally sustained; suicide or attempted suicide; injuring oneself on purpose; the voluntary intake or use by any means of any drug, medication or sedative, unless taken as prescribed by a doctor or an over-the-counter drug taken as directed; voluntary intake of alcohol in combination with any drug, medication or sedative; war, whether declared or undeclared, or act of war, insurrection, rebellion or riot; committing or trying to commit a felony; any poison, fumes or gas, voluntarily taken, administered or absorbed; service in the armed forces of any country or international authority, except the United States National Guard; operating, learning to operate, or serving as a member of a crew of an aircraft; while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or operating a vehicle or device while intoxicated as defined by the laws of the jurisdiction in which the accident occurs. Specific information pertaining to your insurance can be obtained by contacting your benefits administrator or MetLife.

\*Cost of insurance rates are determined using methodologies that vary by company. These rates can vary and will generally increase with age. Rates for active employees may be different than those available to terminated or retired employees. It's important to look at all factors when evaluating the overall competitiveness of rates and the value of life insurance coverage.

\*\*All applications for coverage are subject to review and approval by MetLife. If you choose to apply for increased coverage, the increase may be subject to underwriting. MetLife will review your information and evaluate your request for coverage based upon your answers to the health questions, MetLife's underwriting rules and other information you authorize us to review. In certain cases, MetLife may request additional information to evaluate your request for coverage. Coverage will be effective in accordance with the applicable policy and certificate after approval by MetLife. Only applicants who reside in a US state, the District of Columbia, or Guam, Northern Mariana Islands, Puerto Rico or US Virgin Islands are allowed to complete their SOH form online (where available). Otherwise, applicants will be provided with a paper SOH form. Individuals residing outside of the US or in certain US territories must be on US payroll and be approved by MetLife before being provided with an SOH form.

1. Spouse amount cannot exceed 50% of the employee's Supplemental Life benefit.
2. Child benefits for children under 6 months old are limited.
3. Grief Counseling and Funeral Assistance services are available in all states but New York. Beneficiary Grief Counseling services are available in New York. Both are provided through an agreement with TELUS Health. TELUS Health is not an affiliate of MetLife, and the services TELUS Health provides are separate and apart from the insurance provided by MetLife. TELUS Health has a nationwide network of over 30,000 counselors. Counselors have master's or doctoral degrees and are licensed professionals. The Grief Counseling program is available to insureds, their dependents and beneficiaries who have received a serious medical diagnosis or suffered a loss. This program does not provide support for issues such as: domestic issues, parenting issues, or marital/relationship issues (other than a finalized divorce). For such issues, members should inquire with their human resources department about available company resources. Events that may result in a loss are not covered under either program unless and until such loss has occurred. Services are not available in all jurisdictions and are subject to regulatory approval. Not available on all policy forms.
4. Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. Not approved for group policies situated in AK, FL, KY, MT, ND, NY and WA. If the group policy is issued in an approved state, the discount is available for services offered in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only. For coverage issued under a multiple-employer trust, services are not available for WA residents.
5. Included with Supplemental Life Will Preparation is offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan General Insurance Company, Warwick, Rhode Island. For New York situated or principally located cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service.
6. Included with Supplemental Life Insurance. Estate Resolution Services are offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan General Insurance Company Warwick, Rhode Island. Certain services are not covered by Estate Resolution Services, including matters in which there is a conflict of interest between the executor and any beneficiary or heir and the estate; any disputes with the group policyholder, MetLife and/or any of its affiliates; any disputes involving statutory benefits; will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.
7. All coverage amounts are subject to applicable state laws. To take advantage of this benefit, coverage of at least \$10,000 must be elected.
8. Digital Estate Planning is not included with dependent life coverages. Domestic Partnerships are not currently supported however members in a domestic partnership may use a MetLife Legal Plans attorney for their planning needs. Online Notary is not available in all states. Group legal plans are provided by MetLife Legal Plans, Inc., Cleveland, OH. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan General Insurance Company, Warwick, RI.

Nothing in these materials is intended to be advice for a particular situation or individual. Please consult with your own advisors for such advice. Like most group insurance policies, insurance policies offered by MetLife contain certain exclusions, exceptions, waiting periods, reductions, limitations and terms for keeping them in force. Please contact your benefits administrator or MetLife for costs and complete details.

**This summary provides an overview of your plan's benefits. These benefits are subject to the terms and conditions of the contract between MetLife and your employer and are subject to each state's laws and availability. Specific details regarding these provisions can be found in the booklet certificate.**

Life and AD&D coverages are provided under a group insurance policy (Policy Form GPN99/G2130-S) issued to your employer by MetLife. Life and AD&D coverages under your employer's plan terminates when your employment ceases, when your Life and AD&D contributions cease, or upon termination of the group insurance policy. Dependent Life coverage will terminate when a dependent no longer qualifies as a dependent or as otherwise determined by plan design. Should your life insurance coverage terminate, for reasons other than non-payment of premium, you may convert it to a MetLife individual permanent policy without providing medical evidence of insurability.



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

## **CERTIFICATE RIDER**

**Group Policy No.:** TS 05910310-G

**Policyholder:** UAW/UMass Health & Welfare Trust Fund

**Effective Date:** October 1, 2025

The Certificate is changed as shown below:

The Certificate is revised to add the following:

### **"How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum", "lump sum", or a "single sum", We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

**This rider is to be attached to and made a part of the Certificate.**



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166-0188

## **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: UAW/UMass Health & Welfare Trust Fund

Group Policy Number: TS 05910310-G

Type of Insurance: Basic Term Life & Accidental Death and  
Dismemberment Insurance

MetLife Toll Free Number(s):  
For General Information 1-800-275-4638

**THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE.**

**FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU  
ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY  
RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE  
WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL  
BE CONSIDERED TO NEVER HAVE BEEN ISSUED.**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE  
LAW OF A STATE OTHER THAN FLORIDA.**

**For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE:** You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

**THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED  
IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS  
REQUIRED BY MARYLAND LAW.**

**WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE  
AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S)  
CAREFULLY.**

# **NOTICE FOR RESIDENTS OF TEXAS**

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Metropolitan Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Corporate Consumer Relations Department at 1-800-438-6388**

**Toll-free: 1-800-438-6388**

Email: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Mail: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Metropolitan Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388**

**Teléfono gratuito: 1-800-438-6388**

Correo electrónico: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Dirección postal: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## **NOTICE FOR RESIDENTS OF ALL STATES**

### **LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID**

**DISCLOSURE:** The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

## **NOTICE FOR RESIDENTS OF ARKANSAS**

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
Consumer Services Division  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202

## **NOTICE FOR RESIDENTS OF CALIFORNIA**

### **IMPORTANT NOTICE**

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY  
ATTN: CONSUMER RELATIONS DEPARTMENT  
500 SCHOOLHOUSE ROAD  
JOHNSTOWN, PA 15904**

**1-800-438-6388**

**IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:**

**DEPARTMENT OF INSURANCE  
CONSUMER SERVICES  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013**

**WEBSITE: <http://www.insurance.ca.gov/>**

**1-800-927-4357 (within California)  
1-213-897-8921 (outside California)**

## **NOTICE FOR RESIDENTS OF CALIFORNIA**

If Your certificate includes an exclusion for the voluntary intake or use by any means of any drug, medication or sedative, unless it is taken or used as prescribed by a Physician (or a similar exclusion), We will adjudicate your claim as follows:

We will exclude any Covered Loss as a consequence of being under the influence of any intoxicant or controlled substance unless administered on the advice of a Physician.

## **NOTICE FOR RESIDENTS OF GEORGIA**

### **IMPORTANT NOTICE**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

## **NOTICE FOR RESIDENTS OF IDAHO**

If You have a question concerning Your coverage or a claim, first contact the Employer. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Employer and MetLife, You should feel free to contact:

Idaho Department of Insurance  
Consumer Affairs  
700 West State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, Idaho 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

## **NOTICE FOR RESIDENTS OF ILLINOIS**

### **IMPORTANT NOTICE**

To make a complaint to MetLife, You may write to:

MetLife  
200 Park Avenue  
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance  
Public Services Division  
Springfield, Illinois 62767

## **NOTICE FOR RESIDENTS OF INDIANA**

**Questions regarding your policy or coverage should be directed to:**

**Metropolitan Life Insurance Company  
1-800-275-4638**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at [www.in.gov/doi](http://www.in.gov/doi)

**NOTICE FOR RESIDENTS OF MINNESOTA**

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

# NOTICE FOR RESIDENTS OF MINNESOTA

## GENERAL PROVISIONS

If You reside in Minnesota the suicide provision is as follows:

### **Suicide**

**If You commit suicide** within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

**If a Dependent commits suicide** within 1 year from the date any Life Insurance on such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If such Dependent commits suicide within 1 year from the date an increase in any Life Insurance on such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

## **NOTICE FOR RESIDENTS OF MISSOURI**

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **EXCLUSIONS**

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

#### **LIFE INSURANCE**

##### **GENERAL PROVISIONS**

If You reside in Missouri the suicide provision is as follows:

##### **Suicide**

If You commit suicide within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

## NOTICE FOR RESIDENTS OF NEW MEXICO

### Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

# **NOTICE FOR RESIDENTS OF NORTH DAKOTA**

## **GENERAL PROVISIONS**

If You reside in North Dakota the suicide provision is as follows:

### **Suicide**

**If You commit suicide** within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

## **NOTICE FOR RESIDENTS OF TEXAS**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

## **NOTICE FOR RESIDENTS OF TEXAS**

### **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)**

The laws of the state of Texas mandate that the terms “Terminally Ill” and “Terminal Illness” when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU provisions mean that due to injury or sickness, You expected to die within 24 months of the date You request payment of an Accelerated Benefit.

## NOTICE FOR RESIDENTS OF UTAH

### NOTICE OF PROTECTION PROVIDED BY UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This disclaimer provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - o \$500,000 for health benefit plans
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at [www.ulhiga.org](http://www.ulhiga.org) or contact:

Utah Life and Health Insurance Guaranty Assoc.  
450 S. Simmons Way, Suite 650  
Kaysville, Utah 84037  
(801) 320-9955

Utah Insurance Department  
4315 S. 2700 W., Suite 2300  
Taylorsville, UT 84129  
(801) 957-9200

## **NOTICE FOR RESIDENTS OF WASHINGTON**

### **LIFE INSURANCE**

#### **GENERAL PROVISIONS**

The suicide provision is not applicable to residents of Washington.

## **NOTICE FOR RESIDENTS OF WASHINGTON**

This non-insurance benefit does not constitute an insurance funded prearrangement contract, pursuant to RCW 18.39.255.

Employees who become insured for MetLife non-contributory Basic Life Insurance under the Group Policy are eligible to receive discounts of up to 10% off the service provider's standard price for certain funeral services including funeral, cremation and cemetery products and services provided by a third party national network of funeral and funeral planning providers while such insurance remains in effect. Employees who become insured for MetLife non-contributory Basic Life Insurance will also have access to funeral planning resources including funeral planning tools and concierge services provided by the same national network of providers. MetLife has arranged for these services and discounts to be provided to Employees and their spouses for no additional premium. MetLife is not responsible for providing or failing to provide these services nor is it liable for any negligence in the provision of such services by the third party service provider.

The discounts and planning services are not available in all jurisdictions and are subject to regulatory approval.

## NOTICE FOR RESIDENTS OF WISCONSIN

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife  
Attn: Corporate Consumer Relations Department  
200 Park Avenue  
New York, NY 10166-0188  
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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## SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible, and
- which You elect, if subject to election; and
- which are in effect.

### BENEFIT

### BENEFIT AMOUNT AND HIGHLIGHTS

#### Life Insurance For You

##### Basic Life Insurance

Basic Life Insurance for You is Portability Eligible Insurance

For All Full-Time Employees.....	\$20,000
Non-Medical Issue Amount.....	\$20,000
Accelerated Benefit Option .....	Up to 80% of Your Basic Life amount not to exceed \$500,000.

##### If You Are Age 65 Or Older

If You are over age 65 but under age 70 on Your effective date of insurance, the amount of Your Basic Life Insurance will be limited to 65% of such amount. On and after Your 70<sup>th</sup> birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the effective date of Your insurance. If You are age 70 or older on the effective date of Your insurance, the amounts of Your Basic Life Insurance on Your effective date of insurance will be limited to 50% of such amount.

If You are under age 65 on the effective date of Your insurance, the amounts of Your Basic Life Insurance on and after age 65 will be 65% of such insurance in effect on the day before Your 65<sup>th</sup> birthday. On and after Your 70<sup>th</sup> birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the day before Your 65<sup>th</sup> birthday.

##### Accidental Death and Dismemberment Insurance (AD&D) for You

Basic Accidental Death and Dismemberment Insurance for You is Portability Eligible Insurance

##### Full Amount for AD&D

For All Full-Time Employees.....	An amount equal to Your Life Insurance
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## SCHEDULE OF BENEFITS (continued)

### If You Are Age 65 Or Older

If You are over age 65 but under age 70 on Your effective date of insurance, the amount of Your Accidental Death and Dismemberment Insurance will be limited to 65% of such amount. On and after Your 70<sup>th</sup> birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the effective date of Your insurance. If You are age 70 or older on the effective date of Your insurance, the amounts of Your Accidental Death and Dismemberment Insurance on Your effective date of insurance will be limited to 50% of such amount.

If You are under age 65 on the effective date of Your insurance, the amounts of Your Accidental Death and Dismemberment Insurance on and after age 65 will be 65% of such insurance in effect on the day before Your 65<sup>th</sup> birthday. On and after Your 70<sup>th</sup> birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the day before Your 65<sup>th</sup> birthday.

#### Additional Benefits:

Air Bag Benefit.....	Yes
Seat Belt Benefit.....	Yes
Common Carrier Benefit.....	Yes, an amount equal to the Basic AD&D Full Amount

### Schedule of Covered Losses for Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life.....	100%
Loss of an arm permanently severed at or above the elbow...	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of sight in one eye.....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech <b>and</b> loss of hearing.....	100%
Loss of speech <b>or</b> loss of hearing.....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

## SCHEDULE OF BENEFITS (continued)

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for **6** consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	<b>100%</b>
Paralysis of both legs.....	<b>50%</b>
Paralysis of the arm and leg on either side of the body.....	<b>50%</b>
Paralysis of one arm or leg.....	<b>25%</b>

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	<b>100%</b>
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly, beginning on the 7 <sup>th</sup> day of the Coma and for the duration of the Coma to a maximum of 60 months
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

## Portability Eligible Life and AD&D Insurance

### Life and AD&D Insurance For You:

#### Portability Eligible Life Insurance For You:

##### Basic Life Insurance:

Minimum Portability Eligible Life Insurance Amount.....	\$10,000
Maximum Portability Eligible Life Insurance Amount.....	The lesser of Your total Life Insurance in effect on the date You elect to Port or \$2,000,000.

## SCHEDULE OF BENEFITS (continued)

### Portability Eligible Accidental Death and Dismemberment Insurance For You:

#### Basic Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible AD&D Insurance Amount.....	\$10,000
Maximum Portability Eligible AD&D Insurance Amount.....	The lesser of Your total AD&D Insurance in effect on the date You elect to Port or \$2,000,000.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

## DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a location to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Beneficiary** means the person(s) to whom We will pay insurance as determined in accordance with the General Provisions section.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers. **The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

**Contributing Employer or Employer** means the Board of Trustees of the University of Massachusetts.

**Domestic Partner** means each of two people, one of whom is an Employee of the Employer, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other;
  4. sharing a primary residence with the other; and
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

**Employee** means a person who is:

- a postdoctoral researcher employed by the Employer; and
- covered by a negotiated agreement in effect which requires the Employer to make contributions to the Policyholder on behalf of the employee towards the premiums for the insurance described in this certificate.

**Full-Time** means Active Work on the Employer's regular work schedule for the class of Employees to which You belong. The work schedule must be at least 20 hours a week.

**Noncontributory Insurance** means insurance for which the Employer does not require You to pay any part of the premium.

## DEFINITIONS (continued)

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful spouse. The term also includes Your Domestic Partner.

**The term does not include** any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an Employee.

**We, Us and Our** mean MetLife.

**Written or Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your** mean an Employee who is insured under the Group Policy for the insurance described in this certificate.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **ELIGIBLE CLASS(ES)**

All Full-Time Employees.

### **DATE YOU ARE ELIGIBLE FOR INSURANCE**

You may only become eligible for the insurance available for Your class as shown in the SCHEDULE OF BENEFITS.

#### **Basic Life Insurance**

If You are in an eligible class on October 1, 2025, You will be eligible for insurance on that date.

If You enter an eligible class after October 1, 2025, You will be eligible for insurance on the date You enter that class.

### **ENROLLMENT PROCESS**

If You are eligible for insurance, You may enroll for such insurance by completing the required form.

### **DATE YOUR INSURANCE TAKES EFFECT**

#### **Rules for Noncontributory Insurance**

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work.

If You are not Actively at Work on the date the Noncontributory Insurance benefit would otherwise take effect, the insurance will take effect on the day You resume Active Work.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Basic Life Insurance, the date in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
5. for Basic Life Insurance, the date in which You retire in accordance with the Employer's retirement plan.
6. for Basic Accidental Death and Dismemberment Insurance, the date in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
7. for Basic Accidental Death and Dismemberment Insurance, the date in which You retire in accordance with the Employer's retirement plan.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life and Accidental Death and Dismemberment Insurance if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

### FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

### AT YOUR OPTION: PORTABILITY

#### For Basic Life and Basic Accidental Death and Dismemberment Insurance

If Your Portability Eligible Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Basic Life and Basic Accidental Death and Dismemberment benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

#### When Porting is an Option

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

1. You may choose to Port if Portability Eligible Insurance ends while You are Actively at Work or on an approved leave of absence because:
    - You retired from active service with the Employer; or
    - Your employment ends, due to a reason other than retirement; or
    - You cease to be in a class that is eligible for such insurance; or
    - The Policy is amended to end the Portability Eligible Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
    - This Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.
  2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
    - Your age; or
    - An amendment to the Plan which affects the amount of insurance for Your class.
- the person making the request resides in a jurisdiction that permits this Portability feature.

#### Request Period

For You to Port, We must receive a completed request form within the Request Period as described below.

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 31 days after the date.

If written notice of the option to Port is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

If written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

### Amount of the New Certificate

The amount of Ported Insurance for You that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

#### Your Increase in Amount

##### For Portability Eligible Life Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us, at Your expense. If We approve the increase, it will take effect on the date We state in Writing.

##### For Portability Eligible Accidental Death and Dismemberment Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Accidental Death and Dismemberment Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. This increase will take effect on the date We state in Writing.

#### Your Decrease in Amount

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

### Premiums for the New Certificate

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Basic Life and Basic Accidental Death and Dismemberment. However, to qualify for a lower premium rate, You may give us, at Your expense, evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.

### Right to Convert Life Insurance Amounts Not Ported

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

### If You Die Within 31 Days of the Date Portability Eligible Life Insurance Ends

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

### **If You are Totally Disabled on the Date Your Employment Ends.**

If You are Totally Disabled on the date Your employment ends and You elect to continue Portability Eligible Insurance as provided in this subsection, You may at a later date become approved for continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all insurance continued under this subsection or any new certificate provided under this subsection will end and We will return any premium paid by You for such insurance.

### **AT THE EMPLOYER'S OPTION**

The Employer has elected to continue insurance by paying premiums for Employees who cease Active Work in an eligible class for any of the reasons specified below. You will be notified by the Employer how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or Sickness, up to 9 months;
2. for the period You cease Active Work in an eligible class due to part-time work, layoff or strike, up to 2 months;
3. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence, up to 2 months.
4. for the period You cease Active Work in an eligible class due to any Employer approved leave of absence because of a call-up to active military service, up to 24 months.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

### **Option to Convert**

In addition to the Continuation of Insurance options described above, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

## **CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

### **Special Rules For Massachusetts Residents**

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
  - You cease to be in an Eligible Class; or
  - Your employment terminates

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under this subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

**Plant Closing** and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

## **EVIDENCE OF INSURABILITY**

No evidence of insurability is required for the insurance described in this certificate.

## **LIFE INSURANCE: FOR YOU**

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

### **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

## LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term “ABO Eligible Life Insurance” refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the Schedule of Benefits.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally Ill** or **Terminal Illness** means that due to injury or sickness, You are expected to die within 12 months.

### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

### Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

**Maximum accelerated benefit amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

**Scheduled reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled end of ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)**

### **Effect of Payment of an Accelerated Benefit**

**On premium for Your Life Insurance.** After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

**On Your Life Insurance at Your death.** The amount of Life Insurance that We will pay at Your death will be decreased by:

- the amount of the accelerated benefit paid by Us.

**On Your Life Insurance at conversion.** The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU, will be decreased by:

- the amount of the accelerated benefit paid by Us.

**On Your Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option will end on the earliest of:

- the date ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU**

If Your Life Insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

### **When You Will Have the Option to Convert**

You will have the option to convert when:

- Your Life Insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; or
  - the Group Policy ends provided You have been insured for Life Insurance for at least 5 years; or
  - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years; or
- Your Life Insurance is reduced:
  - on or after the date You attain age 60 in any increment or series of increments aggregating 20% or more of the amount of Your Life Insurance in effect before the first reduction due to Your age;
  - because You change from one eligible class to another; or
  - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Your Life Insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

### **Application Period**

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Life Insurance ends or is reduced, the Application Period begins on the date that such Life Insurance ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after but within 90 days of the date Your Life Insurance ends or is reduced, the Application Period begins on the date such Life Insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Life Insurance ends or is reduced.

### **Option Conditions**

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
  - Your Written application for the new policy; and
  - the premium due for such new policy;
2. The premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance;
  - Your class of risk; and
  - Your attained age when Your Life Insurance ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)**

4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32<sup>nd</sup> day after the date Your Life Insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

### **Maximum Amount of the New Policy**

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000

If Your Life Insurance ends for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance that ends under the Group Policy.

### **If You Die Within 31 Days After Your Life Insurance Ends or is reduced**

If You die within 31 days after Your Life Insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary the amount of Life Insurance You were entitled to convert.

### **Effect of Previous Conversion**

If You obtained a new policy through this conversion option and Your Life Insurance is later continued under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. We will only pay Your Life Insurance under such section if the new policy is returned to Us. If the new policy is returned to us, We will refund to Your estate the premium paid for such policy without interest, less any debt incurred under such policy. If the new policy is not returned to Us, We will only pay the life insurance in effect under such new policy.

We will not pay insurance under both the Group Policy and the new policy.

## **ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED**

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

### **DEFINITIONS**

For the purpose of this section, "Continuation Eligible Insurance" means Your

- Basic Life Insurance;
- Basic Accidental Death and Dismemberment Insurance if You continue Basic Life Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

**Continuation Waiting Period** means the period which starts on the date You become Totally Disabled and ends 9 consecutive months later.

**Total Disability or Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material and substantial duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

### **TOTAL DISABILITY AND PROOF REQUIREMENTS**

If You become disabled You should contact Us as soon as reasonably possible. After the Continuation Waiting Period ends, You must send Us Proof that You were Totally Disabled with no interruption throughout the Continuation Waiting Period. You must do this within the time frame specified in the section entitled FILING A CLAIM.

As part of such Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam.

After We receive and review Your Proof, We will determine if You qualify. We will notify You in writing of Our decision.

To verify that You continue to be Totally Disabled without interruption, We may require from time to time that You send Us Proof that You continue to be Totally Disabled. We will not ask for Proof more than once each year.

### **IF YOU DIE OR SUSTAIN A LOSS COVERED BY THE CONTINUED INSURANCE DURING CONTINUATION**

If You die or sustain a loss for which you believe benefits may be payable during the continuation, Proof of the death must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date We informed You that the continuation was approved until the date of the death or the date of loss.

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

## **ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED**

### **EFFECT OF PREVIOUS CONVERSION**

If You converted any portion of Your Continuation Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

### **EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE**

If You ported any portion of Your Continuation Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If that certificate is not returned to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

### **DATE CONTINUATION ENDS**

The Continuation Eligible Insurance continued under this section may be continued in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

1. the date You die;
2. the date Your Total Disability ends;
3. the date You do not give Us Proof of Total Disability, as required;
4. the date You refuse to be examined by Our Physician, as required;
5. if You become Totally Disabled before age 60, the date You reach age 65.

### **Option To Convert Your Continuation Eligible Life Insurance**

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

### **Option To Port Your Continuation Eligible Insurance**

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible Insurance which You have already converted to an individual policy.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

## Applicable to Basic Accidental Death and Dismemberment Insurance

If You sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, We will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

## PRESUMPTION OF DEATH

You will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle.

## EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
  - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; or
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation;
  - travel in an aircraft or device used:
    - for testing or experimental purposes; or
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

8. the voluntary intake or use by any means of:

- any drug, medication or sedative, unless it is:
  - taken or used as prescribed by a Physician, or
  - an “over the counter” drug, medication or sedative taken as directed; or
- alcohol in combination with any drug, medication, or sedative; or
- poison, gas, or fumes; or

9. war, whether declared or undeclared; or act of war, insurrection, rebellion, or riot.

### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

**Intoxicated** means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You We will pay benefits to You.

If You sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

### ADDITIONAL BENEFIT: AIR BAG USE

If You die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

**Seat Belt** means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

### BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$100 or more than \$10,000.

### BENEFIT PAYMENT

For loss of Your life We will pay benefits to Your Beneficiary.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

### ADDITIONAL BENEFIT: SEAT BELT USE

If You die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

### BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

### BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -**

### **ADDITIONAL BENEFIT: COMMON CARRIER**

If You die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **BENEFIT AMOUNT**

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

### **BENEFIT PAYMENT**

For loss of Your life We will pay benefits to Your Beneficiary.

## FILING A CLAIM

The Employer should have a supply of claim forms. Obtain a claim form from the Employer and fill it out carefully. Return the completed claim form with the required Proof to the Employer. The Employer will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When we receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

### CLAIMS FOR LIFE INSURANCE BENEFITS

**When a claimant files a claim for Life Insurance benefits**, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

### CLAIMS FOR INSURANCE BENEFITS

**When a claimant files a claim for insurance benefits** described in this certificate, both the notice of claim and the required Proof should be sent to us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

#### **Step 1**

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

#### **Step 2**

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

#### **Step 3**

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

#### **Step 4**

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

## GENERAL PROVISIONS

### Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Employer acknowledges that the Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

Viatical assignments may only be made after Your Life Insurance has been in effect under this certificate for 2 years. However, you may make a viatical assignment before the end of the 2 year period if you are Terminally Ill.

**Terminally Ill** means that You are expected to die within 6 months. As Proof of Your Terminal Illness You or Your legal representative must send Us a signed Physician's certification that You are Terminally Ill. We may also request an exam by a Physician of Our choice, at Our expense.

### Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Employer within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
  2. Your child(ren);
  3. Your parent(s); or
  4. Your siblings(s)
- Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

### Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

## **GENERAL PROVISIONS (continued)**

### **Incontestability: Statements Made by You**

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

### **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

Subject to Your religious practices or beliefs, We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

**THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION**



Delaware American Life Insurance Company  
MetLife Health Plans, Inc.  
MetLife Legal Plans, Inc.  
MetLife Legal Plans of Florida, Inc.  
Metropolitan General Insurance Company

Metropolitan Life Insurance Company  
Metropolitan Tower Life Insurance Company  
SafeGuard Health Plans, Inc.  
SafeHealth Life Insurance Company

## **Our Privacy Notice**

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We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

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### **SECTION 1: Plan Sponsors and Group Insurance Contract Holders**

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

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### **SECTION 2: Protecting Your Information**

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

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### **SECTION 3: Collecting Your Information**

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

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### **SECTION 4: How We Get Your Information**

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at [www.mib.com](http://www.mib.com).

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## **SECTION 5: Using Your Information**

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
  - perform business research
  - market new products to you
  - comply with applicable laws
  - process claims and other transactions
  - confirm or correct your information
  - help us run our business
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## **SECTION 6: Sharing Your Information With Others**

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
  - telling another company what we know about you if we are selling or merging any part of our business
  - giving information to a governmental agency so it can decide if you are eligible for public benefits
  - giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
  - giving your information to your health care provider
  - having a peer review organization evaluate your information, if you have health coverage with us
  - those listed in our "Using Your Information" section above
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## **SECTION 7: HIPAA**

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at [www.MetLife.com](http://www.MetLife.com). For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at [HIPAAprivacyAmericasUS@metlife.com](mailto:HIPAAprivacyAmericasUS@metlife.com), or call us at telephone number (212) 578-0299.

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## **SECTION 8: Accessing and Correcting Your Information**

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

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**SECTION 9: Questions**

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

**Send privacy questions to:**

MetLife Privacy Office  
P. O. Box 489  
Warwick, RI 02887-9954  
[privacy@metlife.com](mailto:privacy@metlife.com)

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

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THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

## **ERISA INFORMATION**

### **NAME OF THE PLAN**

UAW/UMass Health & Welfare Trust Fund Welfare Benefit Plan ("Plan")

### **NAME AND ADDRESS OF EMPLOYER**

**UAW/UMass Health & Welfare Trust Fund**  
**6 University Drive, Suite 206-229**  
**Amherst, MA 01002**  
**(413) 200-0423**

### **EMPLOYER IDENTIFICATION NUMBER: 043538613 AND PLAN NUMBERS**

<b><u>PLAN NUMBER</u></b>	<b><u>COVERAGE</u></b>	<b><u>PLAN NAME</u></b>
501	Basic Life & Accidental Death and Dismemberment Insurance	UAW/UMass Health & Welfare Trust Fund Welfare Benefit Plan

### **TYPE OF ADMINISTRATION**

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

### **PLAN ADMINISTRATOR NAME, BUSINESS ADDRESS AND PHONE NUMBER**

**UAW/UMass Health & Welfare Trust Fund**  
**6 University Drive, Suite 206-229**  
**Amherst, MA 01002**  
**(413) 200-0423**

### **AGENT FOR SERVICE OF LEGAL PROCESS**

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

### **ELIGIBILITY FOR PARTICIPATION; DESCRIPTION OR SUMMARY OF BENEFITS**

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

## **PLAN TERMINATION OR CHANGES**

Written notice of termination must be given to the Employer at least 31 days prior to the date such insurance will be terminated.

Premiums are due and payable on the first day of each month for which insurance coverage is to be provided. If a payment is not received within 31 days after the due date, coverage will terminate as follows:

- a. with respect to coverages other than Life Insurance and Accidental Death or Dismemberment Insurance - on the earlier of the 31st day following the due date and the date requested in writing by the Employer, provided such request is made before such 31st day; and
- b. with respect to Life Insurance and Accidental Death or Dismemberment Insurance -- on the later of the 31st day following the due date and the date MetLife's written notice of termination is received by the Employer.

The Employer is liable to MetLife for payment of the pro-rata premium which accrues while any coverage remains in force.

The group policy sets forth those situations in which the Employer and/or MetLife have the right to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your coverage ends in accord with the Date Your Insurance Ends provision of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

## **CONTRIBUTIONS TO PREMIUM**

There are benefits insured under the group insurance coverages or the group insurance policy or policies which are combined for experience. This means that the costs of these coverages are determined on a combined basis, and the costs are accumulated from year to year. As a result, favorable experience under one or more coverages in a particular year may offset unfavorable experience on other coverages in the same year, or offset unfavorable experience of coverage in prior years.

No contribution is required for Basic Life Insurance and Accidental Death and Dismemberment Insurance.

## **PLAN YEAR**

The Plan's fiscal records are kept on a Plan year basis beginning each October 1 and ending on the following September 30.

## **CLAIMS INFORMATION**

### **Procedures for Presenting Claims for Benefits**

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

### **Life and Accidental Death and Dismemberment Benefits Claims**

#### **Claim Submission**

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

#### **Initial Determination**

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

#### **Appealing the Initial Determination**

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

### **Claims Involving Disability Determinations in connection with Life and Accidental Death and Dismemberment Insurance**

#### **Claim Submission**

For any claim which requires a determination of disability in connection with life insurance or accidental death and dismemberment insurance, the claimant must complete the appropriate claim form and submit the required proof as described in the certificate. For example, if your Plan provides that you are not required to continue paying for your life insurance coverage after you are found to be disabled, or if your plan provides that a portion of your life insurance benefits are payable to you after you are found to be disabled, your request for such determination is treated as a claim involving a disability determination.

Claim forms must be submitted in accordance with the instructions on the claim form.

Please note that for some plans such claims involving disability determination are decided by employers. If that is the case for your plan, your employer rather than MetLife may administer the procedure below.

#### **Initial Determination**

After MetLife receives your claim involving a disability determination, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date we received your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

## **Appealing the Initial Determination**

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

## **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

## **Discretionary Authority of Plan Administrator and Other Plan Fiduciaries**

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## **STATEMENT OF ERISA RIGHTS**

The following statement is required by federal law and regulation.

As a participant in The Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all 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, all Plan documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) 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 and copies of the latest annual report (Form 5500 Series) and 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.

### **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 policyholder's benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including the Employer 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 in whole or in part, you have a right to know why this was done, to obtain copies of 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 a copy of the Plan documents or the latest annual report 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 you 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.

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, or if you need assistance in obtaining documents from the Plan Administrator, 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.

### **FUTURE OF THE PLAN**

It is hoped that This Plan will be continued indefinitely, but UAW/UMass Health & Welfare Trust Fund reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

## **CERTIFICATE RIDER**

**Group Policy No.:** TS 05910310-G

**Policyholder:** UAW/UMass Health & Welfare Trust Fund

**Effective Date:** October 1, 2025

The Certificate is changed as shown below:

The Certificate is revised to add the following:

### **"How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum", "lump sum", or a "single sum", We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page."

**This rider is to be attached to and made a part of the Certificate.**



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166-0188

## **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: UAW/UMass Health & Welfare Trust Fund  
Group Policy Number: TS 05910310-G  
Type of Insurance: Supplemental Term Life & Accidental Death  
and Dismemberment Insurance

MetLife Toll Free Number(s):  
For General Information 1-800-275-4638

**THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.**

**FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.**

**For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE:** You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

**THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.**

**WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.**

# **NOTICE FOR RESIDENTS OF TEXAS**

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Metropolitan Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Corporate Consumer Relations Department at 1-800-438-6388**

**Toll-free: 1-800-438-6388**

Email: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Mail: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Metropolitan Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388**

**Teléfono gratuito: 1-800-438-6388**

Correo electrónico: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Dirección postal: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

## **NOTICE FOR RESIDENTS OF ALL STATES**

### **LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID**

**DISCLOSURE:** The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

# **NOTICE FOR RESIDENTS OF LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH**

**The Definition of Child In The Definitions Section Of This Certificate Is Modified For The Coverages Listed Below:**

**For Louisiana Residents (Accidental Death and Dismemberment Insurance):**

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically disabled child or grandchild past the age limit.

**For Montana Residents (Accidental Death and Dismemberment Insurance):**

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

**For Texas Residents (Life Insurance):**

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

**For Texas Residents (Accidental Death and Dismemberment Insurance):**

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

**For Utah Residents (Accidental Death and Dismemberment Insurance):**

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law and who has been continuously covered under plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit.

Proof of such disability must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision.

## **NOTICE FOR RESIDENTS OF ARKANSAS**

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
Consumer Services Division  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202

## **NOTICE FOR RESIDENTS OF CALIFORNIA**

### **IMPORTANT NOTICE**

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY  
ATTN: CONSUMER RELATIONS DEPARTMENT  
500 SCHOOLHOUSE ROAD  
JOHNSTOWN, PA 15904**

**1-800-438-6388**

**IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:**

**DEPARTMENT OF INSURANCE  
CONSUMER SERVICES  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013**

**WEBSITE: <http://www.insurance.ca.gov/>**

**1-800-927-4357 (within California)  
1-213-897-8921 (outside California)**

## **NOTICE FOR RESIDENTS OF CALIFORNIA**

If Your certificate includes an exclusion for the voluntary intake or use by any means of any drug, medication or sedative, unless it is taken or used as prescribed by a Physician (or a similar exclusion), We will adjudicate your claim as follows:

We will exclude any Covered Loss as a consequence of being under the influence of any intoxicant or controlled substance unless administered on the advice of a Physician.

## **NOTICE FOR RESIDENTS OF GEORGIA**

### **IMPORTANT NOTICE**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

## **NOTICE FOR RESIDENTS OF IDAHO**

If You have a question concerning Your coverage or a claim, first contact the Employer. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Employer and MetLife, You should feel free to contact:

Idaho Department of Insurance  
Consumer Affairs  
700 West State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, Idaho 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

## **NOTICE FOR RESIDENTS OF ILLINOIS**

### **IMPORTANT NOTICE**

To make a complaint to MetLife, You may write to:

MetLife  
200 Park Avenue  
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance  
Public Services Division  
Springfield, Illinois 62767

## **NOTICE FOR RESIDENTS OF INDIANA**

**Questions regarding your policy or coverage should be directed to:**

**Metropolitan Life Insurance Company  
1-800-275-4638**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at [www.in.gov/doi](http://www.in.gov/doi)

## **NOTICE FOR RESIDENTS OF MINNESOTA**

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

# NOTICE FOR RESIDENTS OF MINNESOTA

## GENERAL PROVISIONS

If You reside in Minnesota the suicide provision is as follows:

### Suicide

**If You commit suicide** within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

**If a Dependent commits suicide** within 1 year from the date any Life Insurance on such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If such Dependent commits suicide within 1 year from the date an increase in any Life Insurance on such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

# **NOTICE FOR RESIDENTS OF MISSOURI**

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **EXCLUSIONS**

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

### **LIFE INSURANCE**

#### **GENERAL PROVISIONS**

If You reside in Missouri the suicide provision is as follows:

##### **Suicide**

If You commit suicide within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

## NOTICE FOR RESIDENTS OF NEW MEXICO

### Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

# NOTICE FOR RESIDENTS OF NORTH DAKOTA

## GENERAL PROVISIONS

If You reside in North Dakota the suicide provision is as follows:

### Suicide

**If You commit suicide** within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

**If a Dependent commits suicide** within 1 year from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

Accidental Death and Dismemberment Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

## **NOTICE FOR RESIDENTS OF TEXAS**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

## **NOTICE FOR RESIDENTS OF TEXAS**

### **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)**

The laws of the state of Texas mandate that the terms “Terminally Ill” and “Terminal Illness” when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

## NOTICE FOR RESIDENTS OF UTAH

### NOTICE OF PROTECTION PROVIDED BY UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This disclaimer provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - o \$500,000 for health benefit plans
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at [www.ulhiga.org](http://www.ulhiga.org) or contact:

Utah Life and Health Insurance Guaranty Assoc.  
450 S. Simmons Way, Suite 650  
Kaysville, Utah 84037  
(801) 320-9955

Utah Insurance Department  
4315 S. 2700 W., Suite 2300  
Taylorsville, UT 84129  
(801) 957-9200

## **NOTICE FOR RESIDENTS OF WASHINGTON**

### **LIFE INSURANCE**

#### **GENERAL PROVISIONS**

The suicide provision is not applicable to residents of Washington.

## **NOTICE FOR RESIDENTS OF WASHINGTON**

This non-insurance benefit does not constitute an insurance funded prearrangement contract, pursuant to RCW 18.39.255.

Employees who become insured for MetLife Supplemental Life Insurance under the Group Policy are eligible to receive discounts of up to 10% off the service provider's standard price for certain funeral services including funeral, cremation and cemetery products and services provided by a third party national network of funeral and funeral planning providers while such insurance remains in effect. Employees who become insured for MetLife Supplemental Life Insurance will also have access to funeral planning resources including funeral planning tools and concierge services provided by the same national network of providers. MetLife has arranged for these services and discounts to be provided to Employees and their spouses for no additional premium. MetLife is not responsible for providing or failing to provide these services nor is it liable for any negligence in the provision of such services by the third party service provider.

The discounts and planning services are not available in all jurisdictions and are subject to regulatory approval.

A Digital Estate Planning Platform is included with Supplemental Life Insurance at no additional cost. MetLife has arranged for this Platform to be provided by MetLife Legal Plans, Inc., a MetLife affiliate. The Platform will be made available to Employees and their Spouses so they can create estate planning documents through [legalplans.com/estateplanning](https://legalplans.com/estateplanning).

## NOTICE FOR RESIDENTS OF WISCONSIN

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MetLife  
Attn: Corporate Consumer Relations Department  
200 Park Avenue  
New York, NY 10166-0188  
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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## SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible, and
- which You elect, if subject to election; and
- which are in effect.

The amount of Insurance that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.

<b>BENEFIT</b>	<b>BENEFIT AMOUNT AND HIGHLIGHTS</b>
<b>Life Insurance For You</b>	

### Supplemental Life Insurance (if elected by You)

Supplemental Life Insurance for You is Portability Eligible Insurance

For All Full-Time Employees.....	An amount, elected by You, which is a multiple of \$10,000.
Maximum Supplemental Life Benefit .....	The lesser of 5 times Your Basic Annual Earnings or \$500,000.
Non-Medical Issue Amount.....	\$100,000
Accelerated Benefit Option .....	Up to 80% of Your Supplemental Life amount not to exceed \$500,000.

## ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse, or Domestic Partner (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from MetLife Legal Services or get the name of a Plan Attorney that you can speak with about these Services please call (800) 821-6400.

### THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

#### Will Preparation Service

If You elect Group Supplemental Life Insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse, or Domestic Partner free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

## **SCHEDULE OF BENEFITS (continued)**

### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased, including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such probate services to be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

### **THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY**

#### **Will Preparation Service**

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and the Affiliate, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

#### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

## SCHEDULE OF BENEFITS (continued)

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

### Accidental Death and Dismemberment Insurance (AD&D) for You

#### Full Amount for Supplemental AD&D for You

Supplemental Accidental Death and Dismemberment Insurance for You is Portability Eligible Insurance

For All Full-Time Employees.....	An amount equal to Your Supplemental Life Insurance
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#### Additional Benefits:

Air Bag Benefit.....	Yes
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Seat Belt Benefit.....	Yes
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Common Carrier Benefit.....	Yes, an amount equal to the Supplemental AD&D Full Amount
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#### Schedule of Covered Losses for Supplemental Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life.....	100%
Loss of an arm permanently severed at or above the elbow...	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of sight in one eye.....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech <b>and</b> loss of hearing.....	100%
Loss of speech <b>or</b> loss of hearing.....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%

## SCHEDULE OF BENEFITS (continued)

Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg.....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	100%
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly, beginning on the 7 <sup>th</sup> day of the Coma and for the duration of the Coma to a maximum of 60 months
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

## Life Insurance For Your Dependents

### Supplemental Dependent Life Insurance (if elected by You)

Supplemental Dependent Life Insurance is Portability Eligible Insurance

For All Full-Time Employees who elect:

For Your Spouse.....	Multiples of \$5,000, up to a Maximum Benefit of \$100,000 or 50% of the Employee's Supplemental Life Insurance amount, whichever is less.
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Non-Medical Issue Amount.....	\$25,000
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Accelerated Benefit Option.....	Up to 80% of Your Dependent Life amount not to exceed \$500,000
---------------------------------	---

For Your Child from age 15 days but less than 6 months.....	\$1,000
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For Your Child 6 months and over

Option 1.....	\$1,000
Option 2.....	\$2,000
Option 3.....	\$4,000
Option 4.....	\$5,000
Option 5.....	\$10,000

Non-Medical Issue Amount.....	\$10,000
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## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

#### Full Amount for Dependent Supplemental AD&D

Dependent Accidental Death and Dismemberment Insurance is Portability Eligible Insurance

For All Full-Time Employees who elect:

For Your Spouse and Child.....	An amount equal to the amount of Life Insurance for Your Dependents
--------------------------------	---

#### Additional Benefits:

Air Bag Benefit.....	Yes
Seat Belt Benefit.....	Yes
Common Carrier Benefit.....	Yes, an amount equal to the Dependent AD&D Full Amount

#### Schedule of Covered Losses for Dependent Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life.....	100%
Loss of an arm permanently severed at or above the elbow...	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of sight in one eye.....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech <b>and</b> loss of hearing.....	100%
Loss of speech <b>or</b> loss of hearing.....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%

## SCHEDULE OF BENEFITS (continued)

Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg.....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage.....	100%
-------------------	------

**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly, beginning on the 7 <sup>th</sup> day of the Coma and for the duration of the Coma to a maximum of 60 months
-----------	---

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

## Portability Eligible Life and AD&D Insurance

### Life and AD&D Insurance For You:

#### Portability Eligible Life Insurance For You:

#### Supplemental Life Insurance:

Minimum Portability Eligible Life Insurance Amount.....	\$10,000
Maximum Portability Eligible Life Insurance Amount.....	The lesser of Your total Life Insurance in effect on the date You elect to Port or \$2,000,000.

## **SCHEDULE OF BENEFITS (continued)**

### **Portability Eligible Accidental Death and Dismemberment Insurance For You:**

#### **Supplemental Accidental Death and Dismemberment Insurance:**

Minimum Portability Eligible AD&D Insurance Amount.....	\$10,000
Maximum Portability Eligible AD&D Insurance Amount.....	The lesser of Your total AD&D Insurance in effect on the date You elect to Port or \$2,000,000.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

### **Life and AD&D Insurance For Your Spouse**

#### **Portability Eligible Dependent Spouse Life Insurance**

##### **When Porting Dependent Spouse Life Insurance along with Insurance for You**

Minimum Portability Eligible Dependent Spouse Life Insurance Amount.....	\$2,500
Maximum Portability Eligible Dependent Spouse Life Insurance Amount.....	The lesser of Your total Dependent Spouse Life Insurance in effect on the date You elect to Port or \$250,000.

##### **When Porting Dependent Spouse Life Insurance alone**

Minimum Portability Eligible Dependent Spouse Life Insurance Amount.....	\$10,000
Maximum Portability Eligible Dependent Spouse Life Insurance Amount.....	The lesser of Your total Dependent Spouse Life Insurance in effect on the date You elect to Port or \$250,000.

#### **Portability Eligible Dependent Spouse Accidental Death and Dismemberment Insurance:**

Minimum Portability Eligible Dependent Spouse AD&D Insurance Amount.....	\$2,500
---	---------

## SCHEDULE OF BENEFITS (continued)

Maximum Portability Eligible Dependent Spouse AD&D Insurance Amount.....	The lesser of Your total Dependent Spouse AD&D Insurance in effect on the date You elect to Port or \$250,000.
---	--

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

### Life and AD&D Insurance For Your Children

#### Portability Eligible Dependent Child Life Insurance

Minimum Portability Eligible Dependent Child Life Insurance Amount.....	\$1,000
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Maximum Portability Eligible Dependent Child Life Insurance Amount.....	The lesser of Your total Dependent Child Life Insurance in effect on the date You elect to Port or \$25,000.
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#### Portability Eligible Dependent Child Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible Dependent Child AD&D Insurance Amount.....	\$1,000
--	---------

Maximum Portability Eligible Dependent Child AD&D Insurance Amount.....	The lesser of Your total Dependent Child Accidental Death and Dismemberment Insurance in effect on the date You elect to Port or \$25,000.
--	---

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

## DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a location to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer-approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Basic Annual Earnings** means Your gross annual rate of pay as determined by Your Employer, excluding overtime and other extra pay.

**Beneficiary** means the person(s) to whom We will pay insurance as determined in accordance with the General Provisions section.

**Child** means the following: (for residents of Louisiana, Minnesota, Montana, New Mexico, Texas, and Utah, the Child Definition is modified as explained in the Notice pages of this certificate – please consult the Notice)

For Life Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner) and who, in each case, is at least 15 days old, under age 26, unmarried and supported by You.

For Accidental Death and Dismemberment Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner) and who, in each case, is under age 26, unmarried and supported by You.

**For the purposes of determining who may become covered for Dependent Life Insurance, the term does not include any child who is under 15 days old.**

**The term also does not include** any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an Employee.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers. **The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

**Contributing Employer or Employer** means the Board of Trustees of the University of Massachusetts.

**Contributory Insurance** means insurance for which the Employer requires You to pay any part of the premium.

Contributory Insurance includes: Supplemental Life Insurance, Supplemental Dependent Life Insurance, Supplemental Accidental Death and Dismemberment Insurance and Supplemental Dependent Accidental Death and Dismemberment Insurance.

**Dependent(s)** means Your Spouse and/or Child.

## DEFINITIONS (continued)

**Domestic Partner** means each of two people, one of whom is an Employee of the Employer, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other;
  4. sharing a primary residence with the other; and
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

**Employee** means a person who is:

- a postdoctoral researcher employed by the Employer; and
- covered by a negotiated agreement in effect which requires the Employer to make contributions to the Policyholder on behalf of the employee towards the premiums for the insurance described in this certificate.

**Full-Time** means Active Work on the Employer's regular work schedule for the class of Employees to which You belong. The work schedule must be at least 20 hours a week.

**Hospital** means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

**Hospitalized** means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility; or
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy; or
  - radiation therapy; or
  - dialysis.

## DEFINITIONS (continued)

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your spouse's parents; children (natural, step or adopted); siblings; grandparents; or grandchildren.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful spouse. The term also includes Your Domestic Partner.

**The term does not include** any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an Employee.

**We, Us and Our** mean MetLife.

**Written or Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your** mean an Employee who is insured under the Group Policy for the insurance described in this certificate.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

### ELIGIBLE CLASS(ES)

All Full-Time Employees.

### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on October 1, 2025, You will be eligible for insurance on that date.

If You enter an eligible class after October 1, 2025, You will be eligible for insurance on the date You enter that class.

### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If you enroll for Contributory Insurance, You must also give the Employer written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

If Your Employer establishes an annual enrollment period for Life Insurance, You may enroll for Life Insurance only when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

### DATE YOUR INSURANCE TAKES EFFECT

#### Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect in accordance with the information We provide in Writing, provided You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You request Contributory Insurance within 12 months of the date You become eligible for such insurance, or during the Employer's next annual enrollment period, whichever occurs first, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the later of:
  - the date You become eligible for such insurance; and
  - the date You enroll provided You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect in accordance with the information We provide in Writing, provided You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- If You request Contributory Insurance **more than 12 months after** the date You become eligible for such insurance or after the first annual enrollment period for which You may enroll, whichever occurs first, You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect in accordance with the information We provide in Writing, if You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

See the DEFINITIONS section of this certificate for a complete list of Contributory Insurance benefits.

### **For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance**

When You become eligible under the plan, You may choose an option for Supplemental Life Insurance.

Each year You can choose the amount and types of benefits for Supplemental Life Insurance subject to the following rules.

A request to increase the amount by \$10,000 may be made each year during the annual enrollment period as designated by the Employer and reported to you.

You will be able to enroll by completing the required form in Writing. You must also give the Employer written permission to deduct the contribution from Your pay. The Employer will notify You of the amount You will be required to contribute.

### **Enrollment During Annual Enrollment Periods For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance**

If You choose an option which does **not require** You to give evidence of Your insurability, the insurance will take effect on the first day of the month following the annual enrollment period, provided You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You choose an option which **requires** You to give evidence of Your insurability under the section entitled EVIDENCE OF INSURABILITY and We determine that You are insurable, the insurance will take effect in accordance with the information We provide in Writing, provided You are Actively at Work.

- if We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the insurance will not take effect.
- if You are required to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY for a portion of the insurance:
  - the portion of the insurance that is not subject to evidence of insurability will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
  - if We approve Your evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect in accordance with the information We provide in Writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the portion of the insurance that is subject to evidence of insurability will not take effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

### **Increase in Insurance**

An increase in insurance due to a requested increase in insurance will take effect as follows:

- if You are required to give evidence of insurability for the entire increase and We approve Your evidence of insurability, the increase will take effect in accordance with the information We provide in Writing. If We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are required to give evidence of insurability for a portion of the increase:
  - the portion of the increase that is not subject to evidence of insurability will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
  - if We approve Your evidence of insurability, the portion of the increase that is subject to evidence of insurability will take effect in accordance with the information We provide in Writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are not required to give evidence of insurability, the increase will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

You must be Actively at Work. If You are not Actively at Work the increase would otherwise take effect, the increase will take effect on the day You resume Active Work. For Contributory Insurance to take effect, in addition to having been Actively at Work on the date the insurance is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

### **Decrease in Insurance**

If You make a Written application to decrease Your insurance, that decrease will take effect as of the date of Your application.

### **Enrollment Due to a Qualifying Event**

You may enroll for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 12 months from the date of that change or the Employer's next annual enrollment period following the date of that change to make a request, whichever occurs first.

This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the day after the date of Your request, if You are Actively at Work.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for life coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Supplemental Life Insurance, the date in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
5. for Supplemental Life Insurance, the date in which You retire in accordance with the Employer's retirement plan.
6. for Supplemental Accidental Death and Dismemberment Insurance, the date in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
7. for Supplemental Accidental Death and Dismemberment Insurance, the date in which You retire in accordance with the Employer's retirement plan.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life and Accidental Death and Dismemberment Insurance if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

### ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Full-Time Employees.

### DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on October 1, 2025, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after October 1, 2025, You will be eligible for Dependent insurance on the date You enter that class.

No person may be insured as a Dependent of more than one Employee.

### ENROLLMENT PROCESS

In order to enroll for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for Your Dependents, You must either (a) already be enrolled for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for You or (b) enroll at the same time for Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for You.

If Your Employer establishes an annual enrollment period for Life Insurance, You may enroll for Dependent Life Insurance **only** when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing the required form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for a Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

### DATE INSURANCE FOR YOUR DEPENDENTS TAKES EFFECT

#### Rules for Contributory Dependent Insurance

#### For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Contributory Dependent Insurance **before** the date You become eligible for such insurance, such insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is not required to give evidence of his insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, such insurance will take effect in accordance with the information We provide in Writing, if You are Actively at Work. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

If You complete the enrollment process for Contributory Dependent Insurance, **within 12 months** of the date You become eligible for such insurance or during the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, such insurance will take effect for each enrolled Dependent as follows:

- If the Dependent is **not required** to give evidence of his insurability, such insurance will take effect on the later of:
  - the date You become eligible for such insurance; and
  - the date You enroll if You are Actively at Work and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if the Dependent is required to give evidence of his insurability and We determine that the Dependent is insurable, such insurance will take effect in accordance with the information We provide in Writing, if You are Actively at Work and the Dependent satisfies the Additional Requirement stated below. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You complete the enrollment process for Contributory Dependent Life Insurance more than 12 months after the date You become eligible for such insurance or after the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, each Dependent must give evidence of his insurability satisfactory to us. You must give such evidence at Your expense. If We determine that the Dependent is insurable, such insurance will take effect in accordance with the information We provide in Writing, if You are Actively at Work and the Dependent satisfies the Additional Requirement stated below.

If You complete the enrollment process for Contributory Dependent Supplemental Accidental Death and Dismemberment Insurance more than 12 months after the date You become eligible for such insurance or after the Employer's next annual enrollment period following the date You become eligible for such insurance, whichever occurs first, Dependents' Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You are not Actively at Work on the date benefits would otherwise take effect, benefits will take effect on the day You resume Active Work.

### For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroll the Dependent for such insurance within 12 months of the date he qualifies as a Dependent, or during the Employer's next annual enrollment period following date he qualifies as a Dependent, whichever occurs first. The Dependent must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. The Dependent insurance for the Dependent will take effect as follows:

- if Dependents were not required to give evidence of insurability, the benefit for those Dependents will take effect on the later of:
  - the date You become eligible for such insurance; and
  - the date You enroll provided You are Actively at Work and the Additional Requirement stated below is satisfied. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.
- if Dependents were required to give evidence of insurability and We determine that all Dependents are insurable, the insurance will take effect in accordance with the information We provide in Writing, provided You are Actively at Work and the Additional Requirement stated below is satisfied.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your Dependent's insurability but such insurance will not take effect until the day Your Dependents' Supplemental Life Insurance takes effect.

If You complete the enrollment process for any Dependent **more than 12 months** after the date he qualifies as a Dependent, or **after** the Employer's next annual enrollment period following date he qualifies as a Dependent, whichever comes first, the Dependent must give evidence of his insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect in accordance with the information We provide in Writing, if the Dependent satisfies the Additional Requirement stated below.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date he qualifies as a Dependent.

If You are not Actively at Work on the date the Noncontributory Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

**If You choose an option during Annual Enrollment Periods, the insurance will take effect for Your Dependents as follows:**

- if Dependents are **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the first day of the month following the annual enrollment period, provided You are Actively at Work and the Additional Requirement stated below is satisfied. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if Dependents are **required** to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY:
  - the portion of the insurance that is not subject to evidence of insurability will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
  - if We approve the evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect in accordance with the information We provide in Writing. If We do not approve the evidence of insurability or You do not submit evidence of insurability, the portion of the insurance for Your Dependents that is subject to evidence of insurability will not take effect.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work provided the Additional Requirement stated below is satisfied.

### **Additional Requirement**

On the date a Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date he is no longer:

- confined;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **Increase in Insurance for Your Dependents**

An increase in insurance for Your Dependents due a requested increase in insurance for Your Dependents will take effect as follows:

- if Your Dependents are required to give evidence of insurability for the entire increase and We approve the evidence of insurability, the increase will take effect in accordance with the information We provide in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
- if Your Dependents are required to give evidence of insurability for a portion of the increase in insurance:
  - the portion of the increase in insurance that is not subject to evidence of insurability will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.
  - if We approve the evidence of insurability, the portion of the increase in insurance that is subject to evidence of insurability will take effect in accordance with the information We provide in Writing. If We do not approve the evidence of insurability or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect.
- If Your Dependents are not required to give evidence of insurability, the increase will take effect on the date of Your request. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

You must be Actively at Work. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the day You resume Active Work.

### **Decrease in Insurance for Your Dependents**

If You make a Written application to decrease insurance for Your Dependents, that decrease will take effect as of the date of Your application.

### **Enrollment Due to a Qualifying Event**

You may enroll for dependent insurance for which You are eligible or change the amount of Your dependent insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 12 months from the date of that change or the Employer's next annual enrollment period following the date of that change to make a request, whichever occurs first.

This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the day after the date of Your request, if You are Actively at Work.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for life coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

### **DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**

A Dependent's insurance will end on the earliest of:

1. for Dependent Life Insurance, the date all Your Life Insurance under the Group Policy ends;
2. for Dependent Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends;
3. the date You die;
4. the date the Group Policy ends;
5. the date insurance for Your Dependents ends under the Group Policy;
6. the date insurance for Your Dependents ends for Your class;
7. the date the person ceases to be a Dependent;
8. for Utah residents, the last day of the calendar month the person ceases to be a Dependent;
9. the date in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION WITH PREMIUM PAYMENT;
10. the date in which You retire in accordance with the Employer's retirement plan; or
11. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

Please refer to the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT for information concerning Continuation For Family and Medical Leave.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

### **AT YOUR OPTION: PORTABILITY**

#### **For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance**

If Your Portability Eligible Insurance or Portability Eligible Dependent Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term “Portability Eligible Insurance” refers to Your Supplemental Life and Supplemental Accidental Death and Dismemberment benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

If Insurance for Your Dependents is in effect, the term “Portability Eligible Dependent Insurance” refers to Your Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance for Your Dependents for which the Portability Eligible Dependent Insurance is shown as available in the SCHEDULE OF BENEFITS.

#### **When Porting is an Option**

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

1. You may choose to Port if Portability Eligible Insurance and/or Portability Eligible Dependent Insurance ends while You are Actively at Work or on an approved leave of absence because:
  - You retired from active service with the Employer; or
  - Your employment ends, due to a reason other than retirement; or
  - You cease to be in a class that is eligible for such insurance; or
  - The Policy is amended to end the Portability Eligible Insurance and/or Portability Eligible Dependent Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
  - This Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
  - Your age; or
  - An amendment to the Plan which affects the amount of insurance for Your class.

3. Your former Dependent Spouse may choose to Port if their Portability Eligible Dependent Insurance on his or her own life ends because:
  - You die; or
  - Your marriage ends in divorce or annulment; or
  - Your Domestic Partnership, Civil Union or Reciprocal Beneficiary relationship ends;

provided that former Dependent Spouse satisfies the Additional Requirement subsection of the ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

4. Your former Dependent Spouse may also Port Portability Eligible Dependent Insurance on Your Dependent Child if Your former Dependent Spouse Ports insurance on his or her own life. If Your former Dependent Spouse Ports that insurance on that Dependent Child, that Porting will have no effect on the insurance You may have on that Dependent Child.
5. Your former Dependent Child may request to Port Portability Eligible Dependent Insurance on his or her own life if that insurance ends because Your former Dependent Child no longer meets the definition of Child.

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under this Policy.

A request under this subsection may be made, if on the date the Portability Eligible Insurance ended, the following requirements are met:

- the Group Policy is in effect;
- With respect to any amount of Portability Eligible Life Insurance or Portability Eligible Dependent Life Insurance that is to be Ported, no application has been made to convert that amount of insurance to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS; and
- the person making the request resides in a jurisdiction that permits this Portability feature.

### Request Period

For You or a former Dependent to Port, We must receive a completed request form within the Request Period as described below.

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 31 days after the date.

If written notice of the option to Port is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

If written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

### Amount of the New Certificate

The amount of Ported Insurance for You and for Your Dependents that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

#### Your Increase in Amount

##### For Portability Eligible Life Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us, at Your expense. If We approve the increase, it will take effect on the date We state in Writing.

##### For Portability Eligible Accidental Death and Dismemberment Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Accidental Death and Dismemberment Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. This increase will take effect on the date We state in Writing.

#### Dependent Spouse Increase in Amount

##### For Portability Eligible Dependent Life Insurance

At the time of Porting, the amount of Your Spouse's (or Your former Dependent Spouse's) Portability Eligible Dependent Life Insurance may be increased. This may be done in increments of \$25,000, up to a maximum ported amount of \$250,000. To be eligible for this increased amount, Your Spouse (or Your former Dependent Spouse) must provide evidence of insurability satisfactory to us, at Your Spouse's (or Your former Dependent Spouse's) expense. If We approve the increase, it will take effect on the date We state in Writing.

##### For Portability Eligible Dependent Accidental Death and Dismemberment Insurance

At the time of Porting, the amount of Your Spouse's (or Your former Dependent Spouse's) Portability Eligible Dependent Accidental Death and Dismemberment Insurance may be increased. This may be done in increments of \$25,000; up to a maximum ported amount of \$250,000. This increase will take effect on the date We state in Writing.

#### Dependent Child Increase in Amount

##### For Portability Eligible Dependent Life Insurance

At the time of Porting, if Your former Dependent Child is making the request to continue Portability Eligible Dependent Life Insurance because he or she no longer meets the definition of a Child, that former Dependent Child is eligible to increase coverage by \$25,000. To be eligible for this increased amount, Your former Dependent Child must give evidence of insurability satisfactory to Us at Your former Dependent Child's expense. If we approve the increase, it will take effect on the date We state in Writing.

##### Portability Eligible Dependent Accidental Death and Dismemberment Insurance

At the time of Porting, the amount of Your former Dependent Child's Portability Eligible Dependent Accidental Death and Dismemberment Insurance may be increased by \$25,000. This increase will take effect on the date We state in Writing.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

### **You and/or Your Dependent(s) Decrease in Amount**

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

### **Premiums for the New Certificate**

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Supplemental Life and Supplemental Accidental Death and Dismemberment. However, to qualify for a lower premium rate, You may give us, at Your expense, evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.

Your former Dependents are not required to provide evidence of insurability to Port their existing amount of Portability Eligible Dependent Life Insurance. However, to qualify for a lower premium rate, they may give us, at their expense, evidence of their insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify them that the lower premium rates will apply to them.

### **Right to Convert Life Insurance Amounts Not Ported**

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

### **If You Die Within 31 Days of the Date Portability Eligible Life Insurance Ends**

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

### **If a former Dependent Dies Within 31 Days of the Date Portability Eligible Life Dependent Insurance Ends**

If a former Dependent dies within 31 days of the date Portability Eligible Dependent Life Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

### **If You are Totally Disabled on the Date Your Employment Ends.**

If You are Totally Disabled on the date Your employment ends and You elect to continue Portability Eligible Insurance and/or Portability Eligible Dependent Insurance as provided in this subsection, You may at a later date become approved for continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all insurance continued under this subsection or any new certificate provided under this subsection will end and We will return any premium paid by You for such insurance.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

### AT THE EMPLOYER'S OPTION

The Employer has elected to continue insurance by paying premiums for Employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your Dependents may also be continued. You will be notified by the Employer how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or Sickness, up to 9 months;
2. for the period You cease Active Work in an eligible class due to part-time work, layoff or strike, up to 2 months;
3. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence, up to 2 months.
4. for the period You cease Active Work in an eligible class due to any Employer approved leave of absence because of a call-up to active military service, up to 24 months.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

### Option to Convert

In addition to the Continuation of Insurance options described above, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

## CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

### Special Rules For Massachusetts Residents

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
  - You cease to be in an Eligible Class; or
  - Your employment terminates

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under this subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

**Plant Closing** and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

## EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. In order to become covered for an amount of Supplemental Life Insurance greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of Your insurability, or if such evidence of insurability does not meet Our underwriting guidelines, the amount of Your Life Insurance will be limited to the Non-Medical Issue Amount.

2. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is more than one level above Your current amount of Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance may still increase under the following conditions;

- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option one level higher is also **below** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the option one level higher than Your current level.
- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option one level higher is **above** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the Non-Medical Issue Amount.

If Your current level of Supplemental Life Insurance is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Supplemental Life Insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

3. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is one level above Your current amount of Supplemental Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If Your current amount is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

4. If You make a request to increase the amount of Your Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be increased.

5. When You make a late request for Supplemental Life Insurance. A late request is one made more than 12 months after You become eligible or after the Employer's next annual enrollment period, whichever occurs first.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

6. For Supplemental Life Insurance, if You were Hospitalized within 90 days preceding the date You enroll.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

## EVIDENCE OF INSURABILITY (continued)

7. In the case of transferred business, if You did not elect coverage under the prior plan for which You were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

8. In order to become covered for an amount of Life Insurance for Your Dependent Spouse greater than the Non-Medical Issue Amount for Your Dependent Spouse as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of the insurability of Your Dependent Spouse, or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will be limited to the Non-Medical Issue Amount for Your Dependent Spouse.

9. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option which is more than one level above Your Dependent's current amount of Life Insurance.

If You do not give Us evidence of insurability for Your Dependent or the evidence of insurability for Your Dependent is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents may still increase under the following conditions;

- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is also **below** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the option one level above Your Dependent's current level; or
- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is **above** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the Non-Medical Issue Amount.

If the current level is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

10. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option one level above Your Dependent's current amount of Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If the current amount of Life Insurance for Your Dependents is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount will be limited to the Non-Medical Issue Amount.

11. In order for You to increase the amount of Life Insurance for Your Dependents.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents will not be increased.

12. If You make a late request for Life Insurance for Your Dependents. A late request is one made more than 12 months after Your Dependent becomes eligible or after the Employer's next annual enrollment period following the date Your Dependent becomes eligible, whichever occurs first.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

## **EVIDENCE OF INSURABILITY (continued)**

13. If Your Dependent was Hospitalized within 90 days preceding the date You enroll Your Dependent for Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

14. In the case of transferred business, if You did not elect coverage under the prior plan for which Your Dependents were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

The evidence of insurability is to be given at Your expense.

## **LIFE INSURANCE: FOR YOU**

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

### **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

## **LIFE INSURANCE: FOR YOUR DEPENDENTS**

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance amount in effect on the date of the Dependent's death.

### **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

## LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term “ABO Eligible Life Insurance” refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the Schedule of Benefits.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally Ill** or **Terminal Illness** means that due to injury or sickness, You are expected to die within 12 months.

### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

### Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

**Maximum accelerated benefit amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

**Scheduled reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled end of ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)**

### **Effect of Payment of an Accelerated Benefit**

**On premium for Your Life Insurance.** After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

**On Your Life Insurance at Your death.** The amount of Life Insurance that We will pay at Your death will be decreased by:

- the amount of the accelerated benefit paid by Us.

**On Your Life Insurance at conversion.** The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU, will be decreased by:

- the amount of the accelerated benefit paid by Us.

**On Your Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option will end on the earliest of:

- the date ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE**

If Your Spouse becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before their death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

**Terminally Ill** or **Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 12 months.

### **Requirements For Payment of an Accelerated Benefit**

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

### **Proof of Your Spouse's Terminal Illness**

We will require the following Proof of Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse, subject to the following:

**Maximum accelerated benefit amount.** The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

**Scheduled reduction of Life Insurance for a Terminally Ill Spouse.** If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to reduce within the 12 months period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

**Scheduled end of Life Insurance for a Terminally Ill Spouse.** If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

### **Effect of Payment of an Accelerated Benefit**

**On Premium for Life Insurance.** Any premium You are required to pay for Life Insurance for Your Spouse for whom We paid an accelerated benefit will be based upon the amount of Life Insurance for Your Spouse remaining after payment of the accelerated benefit.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE**

**On Payment of Life Insurance at a Spouse's death.** The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

**On Life Insurance at conversion.** The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

**On Your Spouses' Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU**

If Your Life Insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

### **When You Will Have the Option to Convert**

You will have the option to convert when:

- Your Life Insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; or
  - the Group Policy ends provided You have been insured for Life Insurance for at least 5 years; or
  - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years; or
- Your Life Insurance is reduced:
  - on or after the date You attain age 60 in any increment or series of increments aggregating 20% or more of the amount of Your Life Insurance in effect before the first reduction due to Your age;
  - because You change from one eligible class to another; or
  - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Your Life Insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

### **Application Period**

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Life Insurance ends or is reduced, the Application Period begins on the date that such Life Insurance ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after but within 90 days of the date Your Life Insurance ends or is reduced, the Application Period begins on the date such Life Insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Life Insurance ends or is reduced.

### **Option Conditions**

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
  - Your Written application for the new policy; and
  - the premium due for such new policy;
2. The premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance;
  - Your class of risk; and
  - Your attained age when Your Life Insurance ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)**

4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32<sup>nd</sup> day after the date Your Life Insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

### **Maximum Amount of the New Policy**

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000

If Your Life Insurance ends for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance that ends under the Group Policy.

### **If You Die Within 31 Days After Your Life Insurance Ends or is reduced**

If You die within 31 days after Your Life Insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary the amount of Life Insurance You were entitled to convert.

### **Effect of Previous Conversion**

If You obtained a new policy through this conversion option and Your Life Insurance is later continued under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. We will only pay Your Life Insurance under such section if the new policy is returned to Us. If the new policy is returned to us, We will refund to Your estate the premium paid for such policy without interest, less any debt incurred under such policy. If the new policy is not returned to Us, We will only pay the life insurance in effect under such new policy.

We will not pay insurance under both the Group Policy and the new policy.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS**

If Life Insurance for a Dependent ends or is reduced for any of the reasons stated below, You or the dependent will have the option to buy from Us an individual policy of life insurance ("new policy") during the Application Period in accordance with the conditions and requirements of this section. This is referred to as "the option to convert". Evidence of the Dependent's insurability will not be required.

### **When You or a Dependent Will Have the Option to Convert**

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; or
  - the Group Policy ends provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
  - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
- Life Insurance for the Dependent is reduced:
  - on or after the date You attain age 60 in any increment or series of increments aggregating 20% or more of the amount of Your Life Insurance in effect for the Dependent before the first reduction due to Your age;
  - because You change from one eligible class to another; or
  - due to an amendment of the Group Policy.

If You opt not to convert a reduction in the amount of Life Insurance for a Dependent, You will not have the option to convert that amount at a later date.

A reduction in the amount of Life Insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

You must notify the Employer in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

### **Application Period**

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date Life Insurance for the Dependent ends or is reduced, the Application Period begins on the date that such Life Insurance ends or is reduced and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after the date Life Insurance for the Dependent ends or is reduced, the Application Period begins on the date such Life Insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for the Dependent ends.

# LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

## Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
  - a Written application for the new policy for the Dependent; and
  - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance;
  - the Dependent's class of risk; and
  - the Dependent's attained age when Life Insurance for such Dependent ends or is reduced;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32<sup>nd</sup> day after the date Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

## Maximum Amount of the New Policy

If Life Insurance for a Dependent ends or is reduced due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends or is reduced under the Group Policy less the amount of life insurance for dependents for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000

If Life Insurance for a Dependent ends for any other reason, the maximum amount of insurance that may be elected for the new policy is the amount of Life Insurance for the Dependent that ends under the Group Policy.

## If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends or is reduced

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends or is reduced, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the amount of Life Insurance for the Dependent that could have been converted.

## ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

### DEFINITIONS

For the purpose of this section, "Continuation Eligible Insurance" means Your

- Supplemental Life Insurance;
- Supplemental Accidental Death and Dismemberment Insurance if You continue Supplemental Life Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

**Continuation Waiting Period** means the period which starts on the date You become Totally Disabled and ends 9 consecutive months later.

**Total Disability or Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material and substantial duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

### TOTAL DISABILITY AND PROOF REQUIREMENTS

If You become disabled You should contact Us as soon as reasonably possible. After the Continuation Waiting Period ends, You must send Us Proof that You were Totally Disabled with no interruption throughout the Continuation Waiting Period. You must do this within the time frame specified in the section entitled FILING A CLAIM.

As part of such Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam.

After We receive and review Your Proof, We will determine if You qualify. We will notify You in writing of Our decision.

To verify that You continue to be Totally Disabled without interruption, We may require from time to time that You send Us Proof that You continue to be Totally Disabled. We will not ask for Proof more than once each year.

### IF YOU DIE DURING CONTINUATION

If You die during the continuation, Proof of the death must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date We informed You that the continuation was approved until the date of the death.

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

## **ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED**

### **EFFECT OF PREVIOUS CONVERSION**

If You converted any portion of Your Continuation Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

### **EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE**

If You ported any portion of Your Continuation Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If that certificate is not returned to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

### **DATE CONTINUATION ENDS**

The Continuation Eligible Insurance continued under this section may be continued in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

1. the date You die;
2. the date Your Total Disability ends;
3. the date You do not give Us Proof of Total Disability, as required;
4. the date You refuse to be examined by Our Physician, as required;
5. if You become Totally Disabled before age 60, the date You reach age 65.

### **Option To Convert Your Continuation Eligible Life Insurance**

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

### **Option To Port Your Continuation Eligible Insurance**

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible Insurance which You have already converted to an individual policy.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

## Applicable to Supplemental Accidental Death and Dismemberment Insurance

If You or a Dependent sustains an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, We will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

## PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle.

## EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
  - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; or
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation;
  - travel in an aircraft or device used:
    - for testing or experimental purposes; or
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

8. the voluntary intake or use by any means of:

- any drug, medication or sedative, unless it is:
  - taken or used as prescribed by a Physician, or
  - an “over the counter” drug, medication or sedative taken as directed; or
- alcohol in combination with any drug, medication, or sedative; or
- poison, gas, or fumes; or

### **Exclusion for War**

We will not pay benefits under this section for any loss caused by war, whether declared or undeclared; or act of war, insurrection, rebellion or active participation in a riot.

### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

**Intoxicated** means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You or for any loss sustained by a Dependent We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

### ADDITIONAL BENEFIT: AIR BAG USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

**Seat Belt** means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

### BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$100 or more than \$10,000.

### BENEFIT PAYMENT

For loss of Your life We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

### ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

### BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

### BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -**

### **ADDITIONAL BENEFIT: COMMON CARRIER**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **BENEFIT AMOUNT**

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

### **BENEFIT PAYMENT**

For loss of Your life We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

## FILING A CLAIM

The Employer should have a supply of claim forms. Obtain a claim form from the Employer and fill it out carefully. Return the completed claim form with the required Proof to the Employer. The Employer will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When we receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

### CLAIMS FOR LIFE INSURANCE BENEFITS

**When a claimant files a claim for Life Insurance benefits**, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

### CLAIMS FOR INSURANCE BENEFITS

**When a claimant files a claim for insurance benefits** described in this certificate, both the notice of claim and the required Proof should be sent to us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

#### Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

#### Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

#### Step 3

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

#### Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

## GENERAL PROVISIONS

### Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Employer acknowledges that the Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

Viatical assignments may only be made after Your Life Insurance has been in effect under this certificate for 2 years. However, you may make a viatical assignment before the end of the 2 year period if you are Terminally Ill.

**Terminally Ill** means that You are expected to die within 6 months. As Proof of Your Terminal Illness You or Your legal representative must send Us a signed Physician's certification that You are Terminally Ill. We may also request an exam by a Physician of Our choice, at Our expense.

### Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Employer within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your siblings(s)

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary, if alive. If You are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your sibling(s)

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of Your Life Insurance or, We may pay Your estate.

- Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

## **GENERAL PROVISIONS (continued)**

**Suicide (See notice page for residents of Missouri) (See notice page for residents of Minnesota)**

### **For Supplemental Life**

**If You commit suicide** within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If You commit suicide 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

### **For Dependent Life**

**If a Dependent commits suicide** within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If a Dependent commits suicide within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

### **Incontestability: Statements Made by You**

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

### **Misstatement of Age**

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

### **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

## **GENERAL PROVISIONS (continued)**

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

Subject to Your religious practices or beliefs, We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

**THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION**



Delaware American Life Insurance Company  
MetLife Health Plans, Inc.  
MetLife Legal Plans, Inc.  
MetLife Legal Plans of Florida, Inc.  
Metropolitan General Insurance Company

Metropolitan Life Insurance Company  
Metropolitan Tower Life Insurance Company  
SafeGuard Health Plans, Inc.  
SafeHealth Life Insurance Company

## **Our Privacy Notice**

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We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

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### **SECTION 1: Plan Sponsors and Group Insurance Contract Holders**

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

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### **SECTION 2: Protecting Your Information**

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

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### **SECTION 3: Collecting Your Information**

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

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### **SECTION 4: How We Get Your Information**

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at [www.mib.com](http://www.mib.com).

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## **SECTION 5: Using Your Information**

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
  - perform business research
  - market new products to you
  - comply with applicable laws
  - process claims and other transactions
  - confirm or correct your information
  - help us run our business
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## **SECTION 6: Sharing Your Information With Others**

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
  - telling another company what we know about you if we are selling or merging any part of our business
  - giving information to a governmental agency so it can decide if you are eligible for public benefits
  - giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
  - giving your information to your health care provider
  - having a peer review organization evaluate your information, if you have health coverage with us
  - those listed in our "Using Your Information" section above
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## **SECTION 7: HIPAA**

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at [www.MetLife.com](http://www.MetLife.com). For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at [HIPAAprivacyAmericasUS@metlife.com](mailto:HIPAAprivacyAmericasUS@metlife.com), or call us at telephone number (212) 578-0299.

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## **SECTION 8: Accessing and Correcting Your Information**

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

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**SECTION 9: Questions**

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

**Send privacy questions to:**

MetLife Privacy Office  
P. O. Box 489  
Warwick, RI 02887-9954  
[privacy@metlife.com](mailto:privacy@metlife.com)

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

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THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

## **ERISA INFORMATION**

### **NAME OF THE PLAN**

UAW/UMass Health & Welfare Trust Fund Welfare Benefit Plan ("Plan")

### **NAME AND ADDRESS OF EMPLOYER**

**UAW/UMass Health & Welfare Trust Fund**  
**6 University Drive, Suite 206-229**  
**Amherst, MA 01002**  
**(413) 200-0423**

### **EMPLOYER IDENTIFICATION NUMBER: 043538613 AND PLAN NUMBERS**

<u><b>PLAN NUMBER</b></u>	<u><b>COVERAGE</b></u>	<u><b>PLAN NAME</b></u>
501	Supplemental Life & Accidental Death and Dismemberment Insurance	UAW/UMass Health & Welfare Trust Fund Welfare Benefit Plan

### **TYPE OF ADMINISTRATION**

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

### **PLAN ADMINISTRATOR NAME, BUSINESS ADDRESS AND PHONE NUMBER**

**UAW/UMass Health & Welfare Trust Fund**  
**6 University Drive, Suite 206-229**  
**Amherst, MA 01002**  
**(413) 200-0423**

### **AGENT FOR SERVICE OF LEGAL PROCESS**

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

### **ELIGIBILITY FOR PARTICIPATION; DESCRIPTION OR SUMMARY OF BENEFITS**

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

### **PLAN TERMINATION OR CHANGES**

Written notice of termination must be given to the Employer at least 31 days prior to the date such insurance will be terminated.

Premiums are due and payable on the first day of each month for which insurance coverage is to be provided. If a payment is not received within 31 days after the due date, coverage will terminate as follows:

- a. with respect to coverages other than Life Insurance and Accidental Death or Dismemberment Insurance - on the earlier of the 31st day following the due date and the date requested in writing by the Employer, provided such request is made before such 31st day; and
- b. with respect to Life Insurance and Accidental Death or Dismemberment Insurance -- on the later of the 31st day following the due date and the date MetLife's written notice of termination is received by the Employer.

The Employer is liable to MetLife for payment of the pro-rata premium which accrues while any coverage remains in force.

The group policy sets forth those situations in which the Employer and/or MetLife have the right to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your coverage ends in accord with the Date Your Insurance Ends provision of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

### **CONTRIBUTIONS TO PREMIUM**

There are benefits insured under the group insurance coverages or the group insurance policy or policies which are combined for experience. This means that the costs of these coverages are determined on a combined basis, and the costs are accumulated from year to year. As a result, favorable experience under one or more coverages in a particular year may offset unfavorable experience on other coverages in the same year, or offset unfavorable experience of coverage in prior years.

If you enroll for Supplemental Life Insurance, Supplemental Dependent Life Insurance, Supplemental Accidental Death and Dismemberment Insurance, and Supplemental Dependent Accidental Death and Dismemberment Insurance coverage, you are required to make contributions to premiums.

Premium rates are set by MetLife.

### **PLAN YEAR**

The Plan's fiscal records are kept on a Plan year basis beginning each October 1 and ending on the following September 30.

## **CLAIMS INFORMATION**

### **Procedures for Presenting Claims for Benefits**

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

### **Life and Accidental Death and Dismemberment Benefits Claims**

#### **Claim Submission**

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

#### **Initial Determination**

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

#### **Appealing the Initial Determination**

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

**Claims Involving Disability Determinations  
in connection with Life and Accidental Death and Dismemberment Insurance**

**Claim Submission**

For any claim which requires a determination of disability in connection with life insurance or accidental death and dismemberment insurance, the claimant must complete the appropriate claim form and submit the required proof as described in the certificate. For example, if your Plan provides that you are not required to continue paying for your life insurance coverage after you are found to be disabled, or if your plan provides that a portion of your life insurance benefits are payable to you after you are found to be disabled, your request for such determination is treated as a claim involving a disability determination.

Claim forms must be submitted in accordance with the instructions on the claim form.

Please note that for some plans such claims involving disability determination are decided by employers. If that is the case for your plan, your employer rather than MetLife may administer the procedure below.

**Initial Determination**

After MetLife receives your claim involving a disability determination, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date we received your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

## **Appealing the Initial Determination**

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

## **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

## **Discretionary Authority of Plan Administrator and Other Plan Fiduciaries**

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## **STATEMENT OF ERISA RIGHTS**

The following statement is required by federal law and regulation.

As a participant in The Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all 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, all Plan documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) 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 and copies of the latest annual report (Form 5500 Series) and 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.

### **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 policyholder's benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including the Employer 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 in whole or in part, you have a right to know why this was done, to obtain copies of 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 a copy of the Plan documents or the latest annual report 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 you 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.

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, or if you need assistance in obtaining documents from the Plan Administrator, 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.

### **FUTURE OF THE PLAN**

It is hoped that This Plan will be continued indefinitely, but UAW/UMass Health & Welfare Trust Fund reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

### **Supplementary ERISA Information For Legal Services**

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services Insurance – Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

#### Coverage

Legal Services Insurance – Will Preparation Benefit and Estate Resolution Benefit

#### Type of Administration

Legal Services Insurance – Will Preparation Benefit and Estate Resolution Benefit insured by Metropolitan Property and Casualty Insurance Company ("Metropolitan"). In either case, benefits are administered by MetLife Legal Plans, Inc.

### **Agent for Service of Legal Process**

For disputes arising under those portions of the Plan insured by Metropolitan Property and Casualty Insurance Company ("Metropolitan"), service of legal process may be made upon Metropolitan at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

### **Eligibility For Insurance; Description or Summary of Benefits**

Your Metropolitan Property and Casualty Insurance Company ("Metropolitan") certificate describes the eligibility requirements for insurance under the Plan. It also includes a detailed description of the insurance provided by Metropolitan Property and Casualty Insurance Company ("Metropolitan") under the Plan.

### **Plan Termination or Changes**

The Group Legal Services policy sets forth those situations in which the Employer and/or Metropolitan Property and Casualty Insurance Company ("Metropolitan") have the right to end the Group Legal Services policy.

### **Contributions**

No contribution is required for Legal Services Insurance – Will Preparation Benefit and Estate Resolution Benefit.

### **Claims Information**

Claims information for Legal Services Insurance – Will Preparation Benefit and Estate Resolution Benefit is contained under the sub-section "How the Group Legal Services Plan Works" in the Legal Services Plan Certificate of Coverage.



## **LEGAL SERVICES INSURANCE**



**Metropolitan General Insurance Company**  
700 Quaker Lane, Warwick, RI 02886

## **Legal Services Plan Certificate of Coverage**

### **Wills and Estate Resolution Services**

This Legal Services Plan is insured by Metropolitan General Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02886. Administrative services are provided under the policy by MetLife Legal Plans, Inc. ("MetLife Legal Plans"), a Delaware Corporation and an affiliate of Metropolitan General Insurance Company. Any reference to MetLife Legal Plans is as the Administrator.

This certificate certifies that if You are an Eligible Employee, You are insured for the Covered Legal Services described in this certificate, subject to the provisions of this certificate. This certificate is issued under the Group Legal Services Policy and includes the terms and provisions of the Group Legal Services Policy that describe this insurance. Please read this certificate carefully.

**Name and Address of Policyholder:** UAW/UMass Health & Welfare Trust Fund  
6 University Drive, Suite 206-229  
Amherst, MA 01002

**Group Policy Effective Date:** October 1, 2022

### **Contacting MetLife Legal Plans**

MetLife Legal Plans, Inc. may be contacted by phone or mail as follows:

Phone: 1-800-821-6400  
Mail: 1111 Superior Avenue  
Cleveland, OH 44114-2507

## **Definitions**

**Covered Legal Services** means the following services:

- Estate Resolution Services - Certain probate services to be made available to Your or Your Spouse's estate upon Your or Your Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of Your or Your Spouse's estate and include all court proceedings needed to transfer probate assets from Your or Your Spouse's estate to Your or Your Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.
- Will Preparation - A service covering the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

**Eligible Employee** means each employee who is insured under the Policyholder's plan of group supplemental life insurance with Metropolitan Life Insurance Company (MetLife).

**Legal Services Plan or Plan** means the group policy to provide insurance for Covered Legal Services.

**Metropolitan** means Metropolitan General Insurance Company.

**Plan Attorney** means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

**Spouse** means Your lawful Spouse or Qualified Domestic Partner or Civil Union Partner.

**Qualified Domestic Partner or Civil Union Partner** means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law

**We, Us and Our** means MetLife Legal Plans, Inc.

**You and Your** means an Eligible Employee.

## **How the Group Legal Services Plan Works**

To use the Group Legal Services Plan for Will Preparation, You can call MetLife Legal Plans. You should be prepared to identify Yourself as a participant in the Will Preparation Service Plan.

To use the Group Legal Services Plan for Estate Resolution Services, the executor or administrator of Your or Your deceased Spouse's estate should call MetLife Legal Plans and be prepared to identify themselves as the executor or administrator of the deceased's estate.

In either situation when calling MetLife Legal Plans, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the nearest Plan Attorney(s); and
- answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used.

If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above.

If a non-Plan Attorney is used, the plan member, executor or administrator of the estate must notify MetLife Legal Plans. MetLife Legal Plans will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to MetLife Legal Plans with the attorney's final bill. Within 60 days of MetLife Legal Plans' receipt of the completed claim form and final bill, MetLife Legal Plans will pay the claimant an amount equal to the lesser of the amount the claimant paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The plan member, administrator or executor will be responsible for making payment to the non-Plan Attorney for any expenses or costs and/or fees incurred in excess of the amount paid by MetLife Legal Plans.

If a claim is denied in whole or in part, MetLife Legal Plans may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

## **Exclusions**

Excluded services are those legal services that are not provided under the plan. No services can be provided for the following matters:

- Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate;
- Any employment-related matter, including Policyholder or statutory benefits;
- Any dispute with the Policyholder, MetLife and affiliates and Plan Attorneys;
- Will Contests or litigation outside Probate Court;
- Appeals;
- Costs, expenses to a third party or fines; or
- Frivolous or unethical matters.

## **Requirements for Coverage**

All Eligible Employees are participants in the Plan. Because this is a Non-Contributory Plan, You do not need to contribute to the cost of coverage. You will be a participant in the Plan on the later of the Group Policy Effective Date or the date You become an Eligible Employee.

## **How Insurance Coverage Ends**

Your insurance coverage will end upon the first of the following to occur:

- the date the Group Legal Services Policy ends, or
- the last day of the month in which a person cease to be an Eligible Employee.

## **Other Important Information**

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call MetLife Legal Plans, Inc. MetLife Legal Plans and Metropolitan will work hard to fix the problem.

A Legal Plan Member Survey form is available upon request. This form will be used by MetLife to help evaluate and improve services. This form can be faxed to MetLife using the number shown on the form. The use of the Covered Person's name is optional.

You have the right to complain to the Board of Bar Overseers concerning attorney conduct in the providing of legal services. Complaint procedures and information regarding the process can be obtained from the Office of the Bar Counsel at 99 High Street, Boston, MA 02110, telephone: 617-728-8750.

Any dispute or controversy arising between an insurer or sponsor and any attorney, insured, or member, or any person whose insurance certificate contract or membership certificate has been canceled or to whom an insurer or sponsor has refused to issue an insurance certificate contract or membership certificate or between any attorney and an insured or member may, within 30 days after such dispute or controversy arises, make written request to the Massachusetts Division of Insurance commissioner for a hearing thereon. The commissioner or the commissioner's designee shall hear such party or parties within 30 days after receipt of such request and shall give not less than 15 days written notice of the time and place of the hearing. Such hearing shall be an adjudicatory hearing as defined in MA Gen L ch 30A § 1. Within 30 days after such hearing the commissioner or the commissioner's designee shall issue a decision thereon. Such hearing may be requested from the Consumer Section of the Division of Insurance at 1000 Washington Street, Suite 810, Boston, MA 02118 through its website, [www.mass.gov/doi](http://www.mass.gov/doi).

Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

**THIS IS THE END OF THE LEGAL SERVICES INSURANCE CERTIFICATE.**



# Contact Us



[www.hwtf.com](http://www.hwtf.com)



**(413) 345-2156**



[uawdental@external.umass.edu](mailto:uawdental@external.umass.edu)