# **BOOKLET FOR:**

**REED COLLEGE ("Educational Institution")** 

# NORTHWEST STUDENT HEALTH INSURANCE CONSORTIUM

**Group Number: 800000025** 

**Expressions** Dental Plan



# Introduction

Regence BlueCross BlueShield of Oregon

#### **Street Address:**

100 SW Market Street Portland. OR 97201

#### Claims Address:

P.O. Box 30805 Salt Lake City, UT 84130-0805

#### **Customer Service/Correspondence Address:**

P.O. Box 1271, M/S C7A Portland, OR 97207-1271

#### **Appeals Address:**

P.O. Box 4208 Portland, OR 97208-4208

This Booklet provides the evidence and a description of the terms and benefits of coverage. The agreement between the Educational Institution and Regence BlueCross BlueShield of Oregon (called the "Contract") contains all the terms of coverage. Your plan administrator has a copy.

This Booklet describes benefits effective August 15, 2015, or the date after that on which Your coverage became effective. This Booklet replaces any plan description, Booklet or certificate previously issued by Us and makes it void.

As You read this Booklet, please keep in mind that references to "You" and "Your" refer to both the Enrolled Student and Enrolled Dependents (except that in the eligibility and continuation of coverage sections, the terms "You" and "Your" mean the Enrolled Student only). The terms "We," "Us" and "Our" refer to Regence BlueCross BlueShield of Oregon and the term "Educational Institution" means the organization whose Eligible Students may enroll under this coverage. Other terms are defined in the Definitions Section at the back of this Booklet or where they are first used and are designated by the first letter being capitalized.

**Notice of Privacy Practices:** Regence BlueCross BlueShield of Oregon has a Notice of Privacy Practices that is available by calling Customer Service or visiting the Web site listed below.

#### **CONTACT INFORMATION**

Customer Service: 1 (888) 526-9622

And visit Our Web site at: www.Regence.com

# **Using Your Regence Expressions<sup>SM</sup> Booklet**

#### YOUR PARTNER IN DENTAL CARE

Regence BlueCross BlueShield of Oregon is pleased that Your Educational Institution has chosen Us as Your partner in dental care. It's important to have continued protection against unexpected dental care costs. Thanks to the purchase of Regence Expressions, You have coverage that's comprehensive, affordable and provided by a partner You can trust in times when it matters most.

#### ADDITIONAL MEMBERSHIP ADVANTAGES

When Your Educational Institution purchased Regence Expressions, You were provided with more than just great coverage. You also acquired Regence membership, which offers additional valuable services. The advantages of Regence membership include access to personalized health/dental care planning information, health-related events and innovative health/dental-decision tools, as well as a team dedicated to Your personal dental care needs. You also have access to www.Regence.com, powered by the Regence Engine, an interactive environment that can help You navigate Your way through treatment decisions. THESE ADDITIONAL VALUABLE SERVICES ARE A COMPLEMENT TO YOUR DENTAL PLAN, BUT ARE NOT INSURANCE.

• **Go to www.Regence.com**. Have Your Member card handy to log on. Use the Web site to view recent claims, get guidance and support, get access to local events, use tools for annual planning and earn redeemable points with Regence Rewards. It is a health power source that can help You lead a healthy lifestyle, become a well-informed health/dental care shopper and increase the value of Your dental care dollar.

#### **GUIDANCE AND SERVICE ALONG THE WAY**

This Booklet was designed to provide information and answers quickly and easily. Be sure to understand Your benefits before You need them. You can learn more about the unique advantages of Regence Expressions dental care coverage and the rewards of Regence membership throughout this Booklet. We realize that You may still have some questions about Your Regence Expressions coverage, so please contact Us if You do.

• Learn more and receive answers about Your coverage or any other plan that We offer. Just call 1 (888) 526-9622 to talk with one of Our Customer Service representatives. Phone lines are open Monday-Friday 6 a.m. - 6 p.m. You may also visit Our Web site at: www.Regence.com.

# **Table of Contents**

UNDERSTANDING YOUR BENEFITS	1
MAXIMUM BENEFITSPERCENTAGE PAID UNDER THE CONTRACT (COINSURANCE)DEDUCTIBLES	1 1
HOW PLAN YEAR BENEFITS RENEW	
DENTAL BENEFITS	
MAXIMUM BENEFITS	
PLAN YEAR DEDUCTIBLES	3
PREVENTIVE AND DIAGNOSTIC DENTAL SERVICES	
BASIC DENTAL SERVICES	
GENERAL EXCLUSIONS	
CONTRACT AND CLAIMS ADMINISTRATION	
MEMBER CARD	
SUBMISSION OF CLAIMS AND REIMBURSEMENT	
NONASSIGNMENTCLAIMS RECOVERY	
RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND DENTAL	13
RECORDS	14
LIMITATIONS ON LIABILITY	14
RIGHT OF REIMBURSEMENT AND SUBROGATION RECOVERY	
COORDINATION OF BENEFITS	16
RESOLVING YOUR CONCERNS	22
VOLUNTARY EXTERNAL APPEAL - IRO	
EXPEDITED APPEALS	
INFORMATION	23
DEFINITIONS SPECIFIC TO THE GRIEVANCE AND APPEAL PROCESS	
WHO IS ELIGIBLE, HOW TO ENROLL AND WHEN COVERAGE BEGINS	25
WHEN COVERAGE BEGINS	
INITIALLY ELIGIBLE, WHEN COVERAGE BEGINS	
NEWLY ELIGIBLE DEPENDENTS	
DOCUMENTATION OF ELIGIBILITY	
WHEN COVERAGE ENDS	27
CONTRACT TERMINATION	
WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE	
NONPAYMENT OF PREMIUM	
LEAVE OF ABSENCEWHAT HAPPENS WHEN YOUR ENROLLED DEPENDENTS ARE NO LONGER ELIGIBL	
OTHER CAUSES OF TERMINATION	
CERTIFICATES OF CREDITABLE COVERAGE	
GENERAL PROVISIONS	
CHOICE OF FORUM	
GOVERNING LAW	_
EDUCATIONAL INSTITUTION IS AGENT	

DEFINITIONS	31
WHEN BENEFITS ARE AVAILABLE	30
REPRESENTATIONS ARE NOT WARRANTIES	
RELATIONSHIP TO BLUE CROSS AND BLUE SHIELD ASS	SOCIATION 29
PREMIUMS	
NOTICES	
NO WAIVER	
MODIFICATION OF CONTRACT	

# **Understanding Your Benefits**

In this section, You will discover information to help You understand what We mean by Your Maximum Benefits, Deductibles (if any) and Coinsurance. Other terms are defined in the Definitions Section at the back of this Booklet or where they are first used and are designated by the first letter being capitalized.

While this Understanding Your Benefits Section defines these types of cost-sharing elements, You need to refer to the Dental Benefits Section to see exactly how they are applied and to which benefits they apply.

#### **MAXIMUM BENEFITS**

Some benefits for Covered Services may have a specific Maximum Benefit. For those Covered Services, We will provide benefits until the specified Maximum Benefit (which may be a number of days, visits, services, dollar amount, and/or a specified time period) has been reached. Allowed Amounts for Covered Services provided are also applied toward the Deductible and against any specific Maximum Benefit that is expressed in this Booklet as a number of days, visits or services. Refer to the Dental Benefits Section of this Booklet to determine if a Covered Service has a specific Maximum Benefit.

#### PERCENTAGE PAID UNDER THE CONTRACT (COINSURANCE)

Once You have satisfied any applicable Deductible, We pay a percentage of the Allowed Amount for Covered Services You receive, up to any Maximum Benefit. When Our payment is less than 100 percent, You pay the remaining percentage (this is Your Coinsurance). The percentage We pay varies, depending on the kind of service or supply You received and who rendered it. Your Coinsurance will also apply towards Your Regence Preferred medical plan Out-of-Pocket Maximum. See Regence Preferred Booklet for further details of the medical Out-of-Pocket Maximum.

We do not reimburse Dentists for charges above the Allowed Amount. However, a Participating Dentist will not charge You for any balances for Covered Services beyond Your Deductible and/or Coinsurance amount. Nonparticipating Dentists, however, may bill You for any balances over Our payment level in addition to any Deductible and/or Coinsurance amount. See the Definitions Section for descriptions of Participating and Nonparticipating Dentists.

#### **DEDUCTIBLES**

We will begin to pay benefits for Covered Services in any Plan Year only after a Member satisfies the Plan Year Deductible (if applicable). The Plan Year Deductible is shared between this dental plan and Your Regence Preferred medical plan. This means there is only one individual Deductible amount a Member must satisfy between the medical plan and dental plan. A Member satisfies the Deductible by incurring a specific amount of expense for Covered Services during the Plan Year for which the Allowed Amounts total the Deductible. We do not pay for services applied toward the Deductible. Refer to the Dental Benefits Section to see if a particular service is subject to the Deductible.

The Family Plan Year Deductible is satisfied when three or more covered Family Members' Allowed Amounts for Covered Services for that Plan Year total and meet the Family Deductible amount. One Member may not contribute more than the individual Deductible amount. Any amounts You pay for non-Covered Services or amounts in excess of the Allowed Amount do not count toward the Deductible.

Your Deductible will also apply towards Your Regence Preferred medical Out-of-Pocket Maximum. See Your Regence Preferred Booklet for further details of the medical Out-of-Pocket Maximum.

# **HOW PLAN YEAR BENEFITS RENEW**

Many provisions of this Booklet (for example, Deductibles and certain benefit maximums) are calculated on a Plan Year basis. Each August 15, those Plan Year maximums begin again.

Some benefits of this Booklet have a separate Lifetime Maximum Benefit and do not renew every Plan Year. Those exceptions are specifically noted in the benefits sections of this Booklet.

# **Dental Benefits**

This dental plan provides coverage for Members under the age of 19. In this section, You will learn about Your dental plan's benefits and how Your coverage pays for Covered Services. The explanation includes information about Maximum Benefits, Deductibles, Coinsurance, Covered Services and payment. For Your ease in finding the information regarding benefits most important to You, We have listed these benefits alphabetically, with the exception of the Preventive Dental Services.

#### **MAXIMUM BENEFITS**

Not applicable

#### **PLAN YEAR DEDUCTIBLES**

Per Member: \$300 Per Family: \$900

Deductible does not apply to the following:

Preventive dental services

#### PREVENTIVE AND DIAGNOSTIC DENTAL SERVICES

Provider: Participating Dentist	Provider: Nonparticipating Dentist	
Payment: We pay 100% of the Allowed Amount.	Payment: We pay 100% of the Allowed Amount and You pay balance of billed charges.	

We cover the following preventive dental services:

- Bitewing x-ray series, limited to two per Member per Plan Year.
- Complete intra-oral mouth x-rays, limited to one in a three-year period.
- Preventive oral examinations, limited to two per Member per Plan Year.
- Problem focused oral examinations.
- Panoramic mouth x-rays, limited to one in a three-year period.
- Cleanings, limited to two per Member per Plan Year. (However, in no Plan Year will any Member be entitled to more than two exams whether cleaning or periodontal maintenance.)
- Sealants, limited to permanent bicuspids and molars of Members under 18 years of age.
- Space maintainers for Members under 12 years of age.
- Topical fluoride application for Members under 18 years of age, limited to two treatments per Member per Plan Year.

#### **BASIC DENTAL SERVICES**

Provider: Participating Dentist	Provider: Nonparticipating Dentist
Payment: After Deductible, We pay 80% and You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, We pay 80% of the Allowed Amount and You pay balance of billed charges.

We cover the following basic dental services:

- Complex oral surgery procedures including surgical extractions of teeth, impactions, alveoloplasty, vestibuloplasty and residual root removal.
- Emergency treatment for pain relief.
- Endodontic services consisting of:
  - apicoectomy;
  - debridement;
  - direct pulp capping;
  - pulpal therapy;

- pulpotomy; and
- root canal treatment.
- Endodontic benefits will **not** be provided for:
  - indirect pulp capping; and
  - pulp vitality tests.
- Fillings consisting of composite and amalgam restorations.
- General dental anesthesia or intravenous sedation administered in connection with the extractions of partially or completely bony impacted teeth and to safeguard the Member's health (for example, a child under seven years of age).
- Periodontal services consisting of:
  - complex periodontal procedures (osseous surgery including flap entry and closure, mucogingivoplastic surgery) limited to once per Member per quadrant in a five-year period:
  - debridement limited to once per Member in a three-year period;
  - gingivectomy and gingivoplasty limited to once per Member per quadrant in a three-year period;
  - periodontal maintenance limited to two per Member per Plan Year. (However, in no Plan Year will any Member be entitled to more than two exams whether periodontal maintenance or cleaning); and
  - scaling and root planing limited to once per Member per quadrant in a two-year period.
- Uncomplicated oral surgery procedures including removal of teeth, incision and drainage.

#### **MAJOR DENTAL SERVICES**

Provider: Participating Dentist	Provider: Nonparticipating Dentist
Payment: After Deductible, We pay 60% and You pay 40% of the Allowed Amount.	<b>Payment:</b> After Deductible, We pay 60% of the Allowed Amount and You pay balance of billed charges.

We cover the following major dental services:

- Adjustment and repair of dentures and bridges, except that benefits will not be provided for adjustments or repairs done within one year of insertion.
- Bridges (fixed partial dentures), except that benefits will not be provided for replacement made fewer than seven years after placement.
- Crowns, crown build-ups, inlays and onlays, except that benefits will not be provided for any
  of the following:
  - any crown, inlay or onlay replacement made fewer than seven years after placement (or subsequent replacement) whether or not originally covered in this Booklet; and
  - additional procedures to construct a new crown under an existing partial denture framework.
- Dental implant crown and abutment related procedures, limited to one per Member per tooth in a seven-year period.
- Dentures, full and partial, including:
  - denture rebase, limited to one per Member per arch in a three-year period; and
  - denture relines, limited to one per Member per arch in a three-year period.

Denture benefits will not be provided for:

 any denture replacement made fewer than seven years after denture placement (or subsequent replacement) whether or not originally covered in this Booklet;

- interim partial or complete dentures; or
- pediatric dentures.
- Endosteal implants, limited to four per Member Lifetime.
- Recement crown, inlay or onlay.
- Repair of crowns is limited to one per tooth per Member Lifetime.
- Repair of implant supported prosthesis or abutment, limited to one per tooth per Member Lifetime.

# **General Exclusions**

The following are the general exclusions from coverage in this Booklet. Other exclusions may apply and, if so, will be described elsewhere in this Booklet. We will not provide benefits for any of the following conditions, treatments, services, supplies or accommodations, **including any direct complications or consequences that arise from them**. However, these exclusions will not apply with regard to an otherwise Covered Service for an Injury, if the Injury results from an act of domestic violence or a medical condition (including physical and mental) and regardless of whether such condition was diagnosed before the Injury, as required by federal law.

#### **Aesthetic Dental Procedures**

Services and supplies provided in connection with dental procedures that are primarily aesthetic, including bleaching of teeth and labial veneers.

#### **Antimicrobial Agents**

Localized delivery of antimicrobial agents into diseased crevicular tissue via a controlled release vehicle.

#### **Collection of Cultures and Specimens**

Sample collections, such as, but not limited to, saliva or tissue of the oral cavity.

#### **Conditions Caused By Active Participation In a War or Insurrection**

The treatment of any condition caused by or arising out of a Member's active participation in a war or insurrection.

# Conditions Incurred In or Aggravated During Performances In the Uniformed Services

The treatment of any Member's condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.

#### Connector Bar or Stress Breaker

A device attached to a prosthesis or coping which serves to stabilize and anchor prosthesis.

#### **Cosmetic/Reconstructive Services and Supplies**

Except for Dentally Appropriate services and supplies to treat a Congenital Anomaly and to restore a physical bodily function lost as a result of Injury or Illness, We do not cover cosmetic and/or reconstructive services and supplies.

Cosmetic means services or supplies that are applied to normal structures of the body primarily to improve or change appearance (for example, bleaching of teeth).

Reconstructive means services, procedures or surgery performed on abnormal structures of the body, caused by congenital anomalies, developmental abnormalities, trauma, infection, tumors or disease. It is performed to restore function, but, in the case of significant malformation, is also done to approximate a normal appearance.

#### Desensitizing

Application of desensitizing medicaments or desensitizing resin for cervical and/or root surface.

#### **Diagnostic Casts or Study Models**

Services and supplies provided in connection with diagnostic casts or study models including taking the impression and pouring the study models.

## **Duplicate X-Rays**

Additional copy of original x-rays.

# **Expenses Before Coverage Begins or After Coverage Ends**

Services and supplies incurred before Your Effective Date under the Contract or after Your termination under the Contract.

## **Facility Charges**

Services and supplies provided in connection with facility services, including hospitalization for dentistry and extended-care facility visits.

#### Fees, Taxes, Interest

Charges for shipping and handling, postage, interest or finance charges that a Dentist might bill. We also do not cover excise, sales or other taxes; surcharges; tariffs; duties; assessments; or other similar charges whether made by federal, state or local government or by another entity, unless required by law.

#### Fractures of the Mandible (Jaw)

Services and supplies provided in connection with the treatment of simple or compound fractures of the mandible.

#### **Gold-Foil Restorations**

The restoration of a defect/decay in a tooth using pure gold leaf material.

#### **Government Programs**

Benefits that are covered, or would be covered in the absence of this plan, by any federal, state or government program, except for facilities that contract with Us and except as required by law, such as for cases of medical emergency or for coverage provided by Medicaid. We do not cover government facilities outside the service area (except as required by law for emergency services).

#### **Home Visits**

House call by Provider to patient's home.

# **Implants**

Services and supplies provided in connection with implants, whether or not the implant itself is covered, including but not limited to:

- · interim endosseous implants;
- eposteal and transosteal implants;
- sinus augmentations or lift;
- implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis;
- · radiographic/surgical implant index; and
- unspecified implant procedures.

## **Investigational Services**

Investigational treatments or procedures (Health Interventions) and services, supplies and accommodations provided in connection with Investigational treatments or procedures (Health Interventions). We also exclude any services or supplies provided under an Investigational protocol. Refer to the expanded definition in the Definitions Section of this Booklet.

#### **Medications and Supplies**

Charges in connection with medication, including take home drugs, pre-medications, therapeutic drug injections and supplies.

#### Motor Vehicle Coverage and Other Insurance Liability

Expenses for services and supplies that are payable under any automobile medical, personal injury protection ("PIP"), automobile no-fault, underinsured or uninsured motorist coverage, homeowner's coverage, commercial premises coverage or similar contract or insurance. This applies when the contract or insurance is either issued to, or makes benefits available to a Member, whether or not the Member makes a claim under such coverage. Further, the Member

is responsible for any cost-sharing required by the motor vehicle coverage, unless applicable state law requires otherwise. Once benefits under such contract or insurance are exhausted or considered to no longer be Injury-related under the no-fault provisions of the contract, We will provide benefits according to this Booklet.

#### **Nitrous Oxide**

Administration and supply of nitrous oxide.

#### **Non-Direct Patient Care**

Services that are not direct patient care, including charges for:

- appointments scheduled and not kept ("missed appointments");
- preparing or duplicating medical reports and chart notes;
- preparing itemized bills or claim forms (even at Our request); and
- visits or consultations that are not in person (including telephone consultations and e-mail exchanges).

# **Non-Duplication of Medicare**

When, by law, this coverage would not be primary to Medicare had You properly enrolled in Medicare when first eligible, benefits will be reduced to the extent that those benefits are or would have been provided by any part of Medicare (for example, Part A, B, C or D), regardless of whether or not You choose to accept those benefits. In addition, if You are eligible for Medicare, We will not pay You or Your provider for any part of expenses incurred if Your provider has opted out of Medicare participation.

#### Occlusal Treatment

Services and supplies provided in connection with dental occlusion, including the following:

- · occlusal analysis and adjustments; and
- occlusal guards.

## Oral Hygiene Instructions

Instruction and education materials for home care, including tooth brushing technique, flossing and use of special oral hygiene aids.

#### **Oral Surgery**

Oral surgery treating any fractured jaw and orthognathic surgery. By "orthognathic surgery," We mean surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities performed to restore the proper anatomic and functional relationship of the facial bones.

#### **Orthodontic Dental Services**

Services and supplies provided in connection with orthodontics, including the following:

- correction of malocclusion;
- craniomandibular orthopedic treatment;
- other orthodontic treatment:
- preventive orthodontic procedures; and
- procedures for tooth movement, regardless of purpose.

#### **Personal Comfort Items**

Items that are primarily used for personal comfort or convenience, contentment, personal hygiene, aesthetics or other nontherapeutic purposes.

#### Photographic Images

Photographic images obtained by intraoral and extraoral cameras.

#### Pin Retention in Addition to Restoration

Small metal rod used to aid in support of a restoration.

#### **Precision Attachments**

Device to stabilize or retain a prosthesis when seated in mouth.

#### **Prosthesis**

Services and supplies provided in connection with dental prosthesis, including the following:

- maxillofacial prosthetic procedures; and
- modification of removable prosthesis following implant surgery.

#### **Provisional Splinting**

Interim or temporary stabilization of loose/mobile teeth.

#### Replacements

Services and supplies provided in connection with the replacement of any dental appliance (including, but not limited to, dentures and retainers), whether lost, stolen or broken.

## Riot, Rebellion and Illegal Acts

Services and supplies for treatment of an Illness, Injury or condition caused by a Member's **voluntary participation in** a riot, armed invasion or aggression, insurrection or rebellion or sustained by a Member arising directly from an act deemed illegal by an officer or a court of law.

# Self-Help, Self-Care, Training or Instructional Programs

Self-help, non-dental self-care, training programs. This exclusion does not apply to services for training or educating a Member, when provided without separate charge in connection with Covered Services.

#### **Separate Charges**

Services and supplies that may be billed as separate charges (these are considered inclusive of the billed procedure), including the following:

- any supplies:
- local anesthesia; and
- sterilization.

#### Services and Supplies Provided by a Member of Your Family

Services and supplies provided to You by a Member of Your immediate family. For purposes of this provision, "immediate family" means parents, spouse, children, siblings, half-siblings, parent-in-law, child-in-law, sibling-in-law, half-sibling-in-law, or any relative by blood or marriage who shares a residence with You.

#### **Services Performed in a Laboratory**

Services rendered in/by a laboratory.

#### **Surgical Procedures**

Services and supplies provided in connection with the following surgical procedures:

- exfoliative cytology sample collection or brush biopsy;
- incision and drainage of abscess extraoral soft tissue, complicated or non-complicated;
- radical resection of maxilla or mandible;
- removal of nonodontogenic cyst, tumor or lesion;
- · surgical stent; or
- surgical procedures for isolation of a tooth with rubber dam.

#### **Temporomandibular Joint (TMJ) Dysfunction Treatment**

Services and supplies provided in connection with temporomandibular joint (TMJ) dysfunction.

# **Third Party Liability**

Services and supplies for treatment of Illness or Injury for which a third party is or may be responsible.

## **Tooth Transplantation**

Services and supplies provided in connection with tooth transplantation, including reimplantation from one site to another and splinting and/or stabilization.

# **Travel and Transportation Expenses**

Travel and transportation expenses.

#### **Veneers**

Thin laminated restoration that covers the facial surface and/or the incisal edge of a tooth, and/or may extend between the adjoining surfaces of adjacent teeth.

#### **Work-Related Conditions**

Expenses for services and supplies incurred as a result of any work related Injury or Illness, including any claims that are resolved related to a disputed claim settlement. We may require the Member to file a claim for workers' compensation benefits before providing any benefits under this coverage.

We do not cover services and supplies received for work-related Injuries or Illnesses even if the service or supply is not a covered workers' compensation benefit. The only exception is if an Enrolled Student is exempt from state or federal workers' compensation law.

# **Contract and Claims Administration**

This section explains a variety of matters related to administering benefits and/or claims, including situations that may arise when Your health care expenses are the responsibility of a source other than Us.

#### **MEMBER CARD**

When You, the Enrolled Student, enroll with Regence BlueCross BlueShield of Oregon, You will receive a Member card. It will include important information such as Your identification number, Your Group number and Your name.

It is important to keep Your Member card with You at all times. Be sure to present it to Your Dentist before receiving care.

If You lose Your card, or if it gets destroyed, You can get a new one by simply calling Our Customer Service department at 1 (888) 526-9622 or by visiting Our Web site at **www.Regence.com**. If coverage under the Contract terminates, Your Member card will no longer be valid.

#### SUBMISSION OF CLAIMS AND REIMBURSEMENT

When claims reimbursement is due, We decide whether to pay You, the provider or You and the provider jointly. We may make benefit payments for a child covered by a legal qualified medical child support order (QMCSO) directly to the custodial parent or legal guardian of such child. If a person entitled to receive payment under the Contract has died, is a minor or is incompetent, We may pay the benefits up to \$1,000 to a relative by blood or marriage of that person when We believe that person is equitably entitled to the payment. A payment made in good faith under this provision will fully discharge Us to the extent of the payment.

You will be responsible for the total billed charges for benefits in excess of Maximum Benefits, if any, and for charges for any other service or supply not covered under this plan, regardless of the provider rendering such service or supply.

If We receive an inquiry regarding a properly submitted claim and We believe that You expect a response to that inquiry, We will respond to the inquiry within 30 days of the date We first received it.

#### **Timely Filing of Claims**

Written proof of loss must be received within one year after the date of service for which a claim is made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof within the time required will not invalidate or reduce any claim. We will deny a claim that is not filed in a timely manner unless You can reasonably demonstrate that the claim could not have been filed in a timely manner. You may, however, Appeal the denial in accordance with the Appeal process to demonstrate that the claim could not have been filed in a timely manner.

#### **Participating Dentist Claims**

You must present Your identification card when obtaining Covered Services from a Participating Dentist. You must also furnish any additional information requested. The Participating Dentist will furnish Us with the forms and information We need to process Your claim.

#### Participating Dentist Reimbursement

We will pay a Participating Dentist directly for Covered Services. Participating Dentists have agreed to accept the Allowed Amount as full compensation for Covered Services. Your share of the Allowed Amount is any amount You must pay due to Deductible and/or Coinsurance. A Participating Dentist may require You to pay Your share at the time You receive care or treatment.

#### **Nonparticipating Dentist Claims**

In order for Us to pay for Covered Services, You or the Dentist must first send Us a claim. Be sure the claim is complete and includes the following information:

- an itemized description of the services given and the charges for them;
- the date treatment was given;
- the diagnosis; and
- the patient's name and the group and identification numbers.

#### **Nonparticipating Dentist Reimbursement**

In most cases, We will pay the Nonparticipating Dentist directly for Covered Services provided by a Nonparticipating Dentist.

Nonparticipating Dentists have not agreed to accept the Allowed Amount as full compensation for Covered Services. So, You are responsible for paying any difference between the amount billed by the Nonparticipating Dentist and the Allowed Amount in addition to any amount You must pay due to Deductible and/or Coinsurance. For Nonparticipating Dentists, the Allowed Amount may be based upon the billed charges for some services, as determined by Us or as otherwise required by law.

#### **Reimbursement Examples**

Here is an example of how Your selection of a Participating Dentist or Nonparticipating Dentist affects Our payment and Your cost sharing amount. For purposes of this example, let's assume that Participating Dentist services are subject to a 20 percent Coinsurance and Nonparticipating Dentist services are also subject to a 20 percent Coinsurance. The benefit table from the Dental Benefits Section would appear as follows:

Provider: Participating Dentist	Provider: Nonparticipating Dentist	
Payment: After Deductible, We pay 80% and You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, We pay 80% of the Allowed Amount and You pay balance of billed charges.	

Now, let's assume that the Dentist's charge for a service is \$500 and the Allowed Amount for that Dentist's charge is \$400. Finally, We will assume that You have met the Deductible. Here's how that Covered Service would be paid:

 Participating Dentist: We would pay 80 percent of the Allowed Amount and You would pay 20 percent of the Allowed Amount, as follows:

-	Amount Participating Dentist must "write-off" (that is, cannot charge You for):	\$100
-	Amount We pay (80% of the \$400 Allowed Amount):	\$320
-	Amount You pay (20% of the \$400 Allowed Amount):	\$80
-	Total:	\$500

 Nonparticipating Dentist: We would pay 80 percent of the Allowed Amount. Because the Nonparticipating Dentist does not accept the Allowed Amount, You would pay 20 percent of the Allowed Amount, plus the difference between the Nonparticipating Dentist's billed charges and the Allowed Amount, as follows:

-	Amount We pay (80% of the \$400 Allowed Amount):	\$320
-	Amount You pay (20% of the \$400 Allowed Amount and the	
	\$100 difference between the billed charges and the Allowed Amount):	\$180
_	Total:	\$500

The actual benefits of this Booklet may vary, so please read the benefits sections thoroughly to determine how Your benefits are paid. For example, as explained in the Definitions Section, the Allowed Amount may vary for a Covered Service depending upon Your selected Dentist.

#### **Freedom of Choice of Dentist**

Nothing contained in this Booklet is designed to restrict You in selecting the Dentist of Your choice for dental care or treatment.

#### **Claims Determinations**

Within 30 days of Our receipt of a claim, We will notify You of the action We have taken on it. However, this 30-day period may be extended by an additional 15 days in the following situations:

- When We cannot take action on the claim due to circumstances beyond Our control, We will
  notify You within the initial 30-day period that an extension is necessary. This notification
  includes an explanation of why the extension is necessary and when We expect to act on the
  claim.
- When We cannot take action on the claim due to lack of information, We will notify You within
  the initial 30-day period that the extension is necessary. This notification includes a specific
  description of the additional information needed and an explanation of why it is needed.

We must allow You at least 45 days to provide Us with the additional information if We are seeking it from You. If We do not receive the requested information to process the claim within the time We have allowed, We will deny the claim.

#### **Claims Processing Report**

We will tell You how We have acted on a claim. We use a form called a claims processing report. We may pay claims, deny them or accumulate them toward satisfying any Deductible. If We deny all or part of a claim, the reason for Our action will be stated on the claims processing report. The claims processing report will also include instructions for filing an Appeal or Grievance if You disagree with the action.

#### **NONASSIGNMENT**

Only You are entitled to benefits under the Contract. These benefits are not assignable or transferable to anyone else and You (or a custodial parent or the state Medicaid agency, if applicable) may not delegate, in full or in part, benefits or payments to any person, corporation or entity. Any attempted assignment, transfer or delegation of benefits will be considered null and void and will not be binding on Us. You may not assign, transfer or delegate any right of representation or collection other than to legal counsel directly authorized by You on a case-by-case basis.

#### **CLAIMS RECOVERY**

If We pay a benefit to which You or Your Enrolled Dependent was not entitled, or if We pay a person who is not eligible for benefits at all, We reserve the right to recover the payment from the person We paid or anyone else who benefited from it, including a provider of services. Our right to recovery includes the right to deduct the mistakenly paid amount from future benefits We would provide the Enrolled Student or any of his or her Enrolled Dependents, even if the mistaken payment was not made on that person's behalf.

We regularly work to identify and recover claims payments that should not have been made (for example, claims that are the responsibility of another, duplicates, errors, fraudulent claims, etc.). We will credit all amounts that We recover, less Our reasonable expenses for obtaining the recoveries, to the Educational Institution experience or the experience of the pool under which You the Educational Institution are rated. Crediting reduces claims expense and helps reduce future premium rate increases.

This claims recovery provision in no way reduces Our right to reimbursement or subrogation. Refer to the other-party liability provision in the Contract and Claims Administration Section for additional information.

# RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND DENTAL RECORDS

It is important to understand that Your personal health information may be requested or disclosed by Us. This information will be used for the purpose of facilitating health care treatment, payment of claims or business operations necessary to administer health care benefits; or as required by law.

The information requested or disclosed may be related to treatment or services received from:

- an insurance carrier or group health plan;
- any other institution providing care, treatment, consultation, pharmaceuticals or supplies;
- a clinic, hospital, long-term care or other medical facility; or
- a physician, Dentist, pharmacist or other physical or behavioral health care practitioner.

Health information requested or disclosed by Us may include, but is not limited to:

- billing statements;
- claim records:
- correspondence;
- dental records;
- · diagnostic imaging reports;
- hospital records (including nursing records and progress notes);
- · laboratory reports; and
- medical records.

We are required by law to protect Your personal health information, and must obtain prior written authorization from You to release information not related to routine health insurance operations. A Notice of Privacy Practices is available by calling Our Customer Service department or visiting Our Web site **www.Regence.com**.

You have the right to request, inspect and amend any records that We have that contain Your personal health information. Please contact Our Customer Service department to make this request.

NOTE: This provision does not apply to information regarding HIV/AIDS, psychotherapy notes, alcohol/drug services and genetic testing. A specific authorization will be obtained from You in order for Us to receive information related to these health conditions.

#### LIMITATIONS ON LIABILITY

In all cases, You have the exclusive right to choose a dental care provider. We are not responsible for the quality of dental care You receive, since all those who provide care do so as independent contractors. Since We do not provide any dental care services, We cannot be held liable for any claim or damages connected with Injuries You suffer while receiving dental services or supplies provided by professionals who are neither Our employees nor agents.

Under state law, providers contracting with a health care service contractor like Us to provide services to its Members agree to look only to the health care service contractor for payment of services that are covered by the Contract and may not bill You if the health care service contractor fails to pay the provider for whatever reason. The provider may bill You for applicable Deductible and Coinsurance, and for non-Covered Services, except as may be restricted in the provider contract.

In addition, We will not be liable to any person or entity for the inability or failure to procure or provide the benefits of this Booklet by reason of epidemic, disaster or other cause or condition beyond Our control.

#### RIGHT OF REIMBURSEMENT AND SUBROGATION RECOVERY

We will not provide benefits under this coverage for any medical or dental expenses You incur for treatment of an Injury or Illness if the costs associated with the Injury or Illness may be recoverable from any of the following:

- a third party;
- workers' compensation; or
- any other source, including automobile medical, personal injury protection ("PIP"), automobile
  no-fault, homeowner's coverage, commercial premises medical coverage or similar contract
  or insurance, when the contract or insurance is either issued to, or makes benefits available
  to You, whether or not You make a claim under such coverage.

#### **Advancement of Benefits**

If You have a potential right of recovery for Illnesses or Injuries from a third party who may have legal responsibility or from any other source, We may advance benefits pending the resolution of a claim to the right of recovery if all the following conditions apply:

- By accepting or claiming benefits, You agree that We are entitled to reimbursement of the full
  amount of benefits that We have paid out of any settlement or recovery from any source.
  This includes any judgment, settlement, disputed claim settlement, uninsured motorist
  payment or any other recovery related to the Injury or Illness for which We have provided
  benefits.
- In addition to Our right of reimbursement, We may choose, instead to achieve Our rights through subrogation. We are authorized, but not obligated, to recover any benefits We have paid directly from any party liable to You, upon mailing of a written notice to the potential payer, to You or to Your representative.
- Our rights apply without regard to the source of payment for medical expenses, whether from
  the proceeds of any settlement, arbitration award or judgment or other characterization of the
  recovery by the Member and/or any third party or the recovery source. We are entitled to
  reimbursement from the first dollars received from any recovery. This applies regardless of
  whether:
  - the third party or third party's insurer admits liability;
  - the health care expenses are itemized or expressly excluded in the recovery; or
  - the recovery includes any amount (in whole or in part) for services, supplies or accommodations covered in this Booklet.
- We will not reduce Our reimbursement or subrogation due to Your not being made whole, unless applicable state law requires otherwise. Our right to reimbursement or subrogation, however, will not exceed the amount of recovery.
- We may require You to sign and deliver all legal papers and take any other actions requested
  to secure Our rights (including an assignment of rights to pursue Your claim if You fail to
  pursue Your claim of recovery from the third party or other source). If We ask You to sign a
  trust agreement or other document to reimburse Us from the proceeds of any recovery, You
  will be required to do so as a condition to advancement of any benefits.
- You must agree that nothing will be done to prejudice Our rights and that You will cooperate
  fully with Us, including signing any documents within the required time and providing prompt
  notice of any settlement or other recovery. You must notify Us of any facts that may impact
  Our right to reimbursement or subrogation, including, but not necessarily limited to, the
  following:
  - the filing of a lawsuit;
  - the making of a claim against any third party;
  - scheduling of settlement negotiations (including, but not necessarily limited to, a minimum of 21 days advance notice of the date, time, location and participants to be involved in any settlement conferences or mediations); or

- intent of a third party to make payment of any kind to Your benefit or on Your behalf and that in any manner relates to the Injury or Illness that gives rise to Our right of reimbursement or subrogation (notification is required a minimum of five business days before the settlement).
- You and/or Your agent or attorney must agree to keep segregated in its own account any
  recovery or payment of any kind to Your benefit or on Your behalf that in any manner relates
  to the Injury or Illness giving rise to Our right of reimbursement or subrogation, until Our right
  is satisfied or released.
- In the event You and/or Your agent or attorney fails to comply with any of these conditions, We may recover any such benefits advanced for any Illness or Injury through legal action.
- Any benefits We have provided or advanced are provided solely to assist You. By paying such benefits, We are not acting as a volunteer and are not waiving any right to reimbursement or subrogation.

#### **Motor Vehicle Coverage**

If You are involved in a motor vehicle accident, You may have rights both under motor vehicle insurance coverage and against a third party who may be responsible for the accident. In that case, this right of reimbursement and subrogation provision still applies.

#### **Workers' Compensation**

Here are some rules which apply in situations where a workers' compensation claim has been filed:

- You must notify Us in writing within five days of any of the following:
  - filing a claim;
  - having the claim accepted or rejected;
  - appealing any decision;
  - settling or otherwise resolving the claim; or
  - any other change in status of Your claim.
- If the entity providing workers' compensation coverage denies Your claim and You have filed an appeal, We may advance benefits for Covered Services if You agree to hold any recovery obtained in a segregated account for Us.

#### Fees and Expenses

We are not liable for any expenses or fees incurred by You in connection with obtaining a recovery. However, You may request that We pay a proportional share of attorney's fees and costs at the time of any settlement or recovery to otherwise reduce the required reimbursement amount to less than the full amount of benefits paid by Us. We have discretion whether to grant such requests.

#### **Future Related Expenses**

Benefits for otherwise Covered Services may be excluded when You have received a recovery from another source relating to an Illness or Injury for which We would normally provide benefits. However, the amount of any Covered Services excluded under this provision will not exceed the amount of Your recovery.

#### **COORDINATION OF BENEFITS**

If You are covered under any other individual or group medical contract or plan (referred to as "Other Plan" and defined below), the benefits in this Booklet and those of the Other Plan will be coordinated in accordance with the provisions of this section.

#### **Benefits Subject to this Provision**

All of the benefits provided in this Booklet are subject to this Coordination of Benefits provision.

#### **Definitions**

In addition to the definitions in the Definitions Section, the following are definitions that apply to this Coordination of Benefits Section:

Allowable Expense means, with regard to services that are covered in full or part in this Booklet or any Other Plan(s) covering You, the amount on which that plan would base its benefit payment for a service, including Coinsurance or Copayments and without reduction for any applicable Deductible, except that the following are examples of expenses that are not an Allowable Expense:

- An expense or portion of an expense not covered by any of Your involved plans.
- The difference between the cost of a private hospital room and the cost of a semiprivate hospital room, unless one of Your involved plans provides coverage for private hospital rooms.
- When this coverage restricts coordination of benefits to certain types of coverage or benefits, any expenses for other types of coverage or benefits. See the Benefits Subject to this Provision paragraph, above, for restrictions on the types of coverage or benefits to which coordination applies.
- Any amount by which a Primary Plan's benefits were reduced because You did not comply
  with that plan's provisions regarding second surgical opinion or precertification of services or
  failed to use a preferred provider (except, if the Primary Plan is a closed panel plan and does
  not pay because a nonpanel provider is used, the Secondary Plan (if it is not a closed panel
  plan) shall pay as if it were the Primary Plan).
- A Primary Plan's deductible, if the Primary Plan is a high-deductible health plan as defined in the Internal Revenue Code and We are notified both that all plans covering a person are high-deductible health plans and that the person intends to contribute to a health savings account in accordance with the Internal Revenue Code.
- An expense that a provider is prohibited by law or contract from charging You.

When a plan provides benefits in the form of services, the reasonable cash value of each service provided will be considered both an Allowable Expense and a benefit paid.

<u>Birthday</u>, for purposes of these coordination of benefits provisions, means only the day and month of birth, regardless of the year.

<u>Claim Determination Period</u> means a Calendar Year. However, a Claim Determination Period does not include any time when You were not enrolled under the Contract.

<u>Custodial Parent</u> means the parent awarded custody of a child by a court decree. In the absence of a court decree, the parent with whom the child resides more than one half of the Calendar Year without regard to any temporary visitation is the Custodial Parent.

<u>Group-type Coverage</u> is a coverage that is not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group, including blanket coverage. Group-type Coverage does not include an individually underwritten and issued guaranteed renewable coverage, even if the coverage is purchased through payroll deduction at a premium savings to the covered person.

Other Plan means any of the following with which this coverage coordinates benefits:

- Group, blanket, individual, and franchise health insurance and prepayment coverage.
- Group, blanket, individual, and franchise health maintenance organization or other closed panel plan coverage.
- Group-type Coverage.
- Labor-management trust plan, union welfare plan, employer organization plan, and employee benefit organization plan coverage.
- Uninsured group or Group-type Coverage arrangements.
- Medical care components of group long-term care coverage, such as skilled nursing care.

 Hospital, medical, and surgical benefits of Medicare and other governmental coverages, as permitted by law.

Other Plan does not include:

- Independent noncoordinated hospital indemnity coverage or other fixed indemnity coverage.
- School accident-type coverage that covers students for accidents only, including athletic injuries, either on a 24 hour basis or a "to and from school basis."
- Group long-term care insurance for non-medical services (such as personal care, adult daycare, homemaker services, assistance with activities of daily living, respite care, and custodial care) or that pay a fixed daily benefit without regard to actual expenses incurred or services received.
- Accident only coverage.
- Specified disease or specified accident coverage.
- Medicare supplement coverage.
- A state plan under Medicaid, or a governmental plan that, by law, provides benefits that are
  excess to those of private insurance or other nongovernmental coverage.

<u>Primary Plan</u> means the plan that must determine its benefits for Your health care before the benefits of another plan and without taking the existence of that Other Plan into consideration. (This is also referred to as that plan being "primary" to that Other Plan.) There may be more than one Primary Plan. A plan is a Primary Plan with regard to another plan in any of the following circumstances:

- The plan has no order of benefit determination provision;
- The plan is prohibited by law from using any order of benefits determination provision other than the one included herein and the plan contains a different order of benefit determination; or
- Both plans use the order of benefit determination provision included herein and under that provision the plan determines its benefits first.

<u>Secondary Plan</u> means a plan that is not a Primary Plan. You may have more than one Secondary Plan. If You are covered under more than one Secondary Plan, the order of benefit determination provision decides the order in which Your Secondary Plans' benefits are determined in relation to each other.

<u>Year</u>, for purposes of this Coordination of Benefits provision, means calendar year (January 1 through December 31).

#### Order of Benefit Determination

The order of benefit determination is identified by using the first of the following rules that applies:

**Non-dependent Coverage:** A plan that covers You other than as a dependent will be primary to a plan under which You are covered as a dependent.

**Dependent Coverage:** Except where the order of benefit determination is being identified among plans covering You as the dependent of Your parents who are separated or divorced and/or those parents' spouses, a plan that covers You as the dependent of Your parent whose Birthday occurs earlier in the Year will be primary over a plan that covers You as the dependent of Your parent whose Birthday occurs later in the Year. If both parents covering You as a dependent have the same Birthday, the plan of the parent who has been covered by his or her plan longer shall be primary to the plan of the parent who has been covered by his or her plan for a shorter period.

If a court decree specifies that Your parent is responsible for Your health care expenses or health care coverage and that parent's plan has actual knowledge of that term of the decree, the plan of that parent is primary to the plan of Your other parent. If the parent with that responsibility has no

coverage for You, but that parent's spouse does and the spouse's plan has actual knowledge of that term in the decree, the plan of the spouse shall be primary to the plan of Your other parent.

If a court decree awards joint custody of You without specifying that one of Your parents is responsible for Your health care expenses or health care coverage, a plan that covers You as the dependent of Your parent whose Birthday occurs earlier in the Year will be primary over a plan that covers You as the dependent of Your parent whose Birthday occurs later in the Year. If both parents have the same Birthday, the plan of the parent who has been covered by his or her plan longer shall be primary to the plan of the other parent. If the Other Plan does not contain this dependent rule, the Other Plan's dependent rule will govern.

If none of the above dependent rules identifies the order of benefits determination among plans covering You as the dependent of parents who are separated or divorced and/or those parents' spouses:

- The plan of Your custodial parent shall be primary to the plan of Your custodial parent's spouse;
- The plan of Your custodial parent's spouse shall be primary to the plan of Your noncustodial parent; and
- The plan of Your noncustodial parent shall be primary to the plan of Your noncustodial parent's spouse.

If You are covered under more than one plan of individuals who are not Your parents, the above Dependent Coverage rules shall be applied to determine the order of benefit determination as if those individuals were Your parents.

If You are covered under either or both of Your parents' plans and as a dependent under Your spouse's plan, the rule in the Longer/shorter length of coverage section below shall be applied to determine the order of benefit determination. If Your coverage under Your spouse's plan began on the same date as Your coverage under one or both of Your parents' plans, the order of benefit determination between or among those plans shall be determined by applying the birthday rule in the first paragraph of this Dependent Coverage section to Your parent(s) and spouse.

**Active/inactive employees:** A plan that covers You as an employee who is neither laid off nor retired (or as that employee's dependent) is primary to a plan under which You are covered as a laid off or retired employee (or as the dependent of a laid off or retired 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 will not apply.

**Continuation coverage:** A plan which covers You as an employee or retired employee, or as an employee's or retired employee's dependent, will be primary over a plan that is providing continuation coverage. 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 will not apply.

**Longer/shorter length of coverage:** When none of the paragraphs above establishes an order of benefit determination, the benefits of the plan that has covered You for the longer period of time will be determined before the benefits of the plan that has covered You for the shorter period of time. To determine the length of time You have been covered under a plan, two plans will be treated as one if You were eligible under the second within 24 hours after the first ended. The start of a new plan does not include:

- a change in the amount or scope of a plan's benefits;
- a change in the entity that pays, provides or administers the plan's benefits; or
- a change from one type of plan to another (such as from a single-employer plan to that of a multiple employer plan).

Your length of time covered under a plan is measured from Your first date of coverage under that plan. If that date is not readily available for a group plan, the date You first became a member of

the group will be used as the date from which to determine the length of time coverage under the present plan has been in force.

If an order of benefit determination is not identified by the preceding rules, the plans shall share equally in the Allowable Expenses.

Each of the plans under which You are covered, and each of the benefits within the plan, will be considered separately in administering this Coordination of Benefits provision.

#### **Primary Health Plan Benefits**

When, in accordance with the order of benefit determination, this coverage is the Primary Plan, We will pay the benefits in this Booklet as if no Other Plan exists.

# **Secondary Health Plan Benefits**

If, in accordance with the order of benefit determination, one or more Other Plans are primary to this coverage, the benefits in this Booklet will be calculated as follows:

We will calculate the benefits that We would have paid for a service if this coverage were the Primary Plan. We will compare the Allowable Expense in this Booklet for that service to the Allowable Expense for it under the Other Plan(s) by which You are covered. We will pay the lesser of:

- the unpaid charges for the service, up to the higher (highest) Allowable Expenses among the involved plans, and
- the benefits that We would have paid for the service if this coverage were the Primary Plan.

Deductibles, Coinsurance and Copayments in this Booklet will be used in the calculation of the benefits that We would have paid if this were the Primary Plan, but they will not be applied to the unpaid charges You owe after the Primary Plan's payment. Our payment therefore will be reduced so that it, when combined with the Primary Plan's payment, does not exceed the higher (highest) Allowable Expense among the involved plans and We will credit toward any Deductible in this Booklet any amount that would have been credited to the Deductible if this coverage had been the only plan.

If this coverage is the Secondary Health Plan according to the order of benefit determination and any Other Plan(s) claim to be "always secondary" or use order of benefit determination rules inconsistent with those in this Booklet, We will pay benefits first, but the amount paid will be calculated as if this coverage is a Secondary Health Plan. If the Other Plan(s) do not provide Us with the information necessary for Us to determine our appropriate secondary benefits payment within a reasonable time after Our request, We shall assume their benefits are identical to Ours and pay benefits accordingly, subject to adjustment upon receipt of the information requested from the Other Plan(s) within two years of Our payment.

Nothing contained in this Coordination of Benefits provision requires Us to pay for all or part of any service that is not covered under this coverage. Further, in no event will this Coordination of Benefits provision operate to increase Our payment over what We would have paid in the absence of this Coordination of Benefits provision.

# Right to Receive and Release Needed Information

Certain facts are needed to apply coordination of benefits provisions. We have the right to decide which facts We need. We may get needed facts from, or give them to, any other organization or person as permitted by law, and need not tell or get the consent of any person to do this. You will promptly furnish to Us any information necessary or appropriate to administer this Coordination of Benefits provision. Receipt of such information by Us will be a condition precedent to Our obligation to provide benefits in this Booklet.

# **Facility of Payment**

Any payment made under any Other Plan(s) may include an amount that should have been paid under this coverage. If so, We may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a benefit paid under this coverage. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case payment made means reasonable cash value of the benefits provided in the form of services.

# **Right of Recovery**

If We provide benefits to or on behalf of You in excess of the amount that would have been payable by this coverage by reason of Your coverage under any Other Plan(s), We will be entitled to recover from You, Your assignee or beneficiary, or from the Other Plan(s) upon request.

A Secondary Plan that provides benefits in the form of services may recover the reasonable cash value of the services from the Primary Plan to the extent that benefits for the services are covered by the Primary Plan and have not already been paid or provided by it.

# **Resolving Your Concerns**

If You believe a policy, action or decision of Ours is incorrect, please contact Our Customer Service department. If We cannot resolve Your concern to Your satisfaction, You or Your Representative (any Representative authorized by You) may Appeal -- that is, ask for Us to review Your case again.

If You have concerns regarding a decision, action or statement by Your provider, We encourage You to discuss these concerns with the provider. If You remain dissatisfied after discussing Your concern with Your provider, You may file a Grievance with Our Customer Service department. However, if You would prefer to discuss Your concern with Us rather than Your provider, please contact Our Customer Service department.

Grievances and Appeals can be initiated through either written or verbal request. A written request can be made by sending it to Us at: Appeals Coordinator, Regence BlueCross BlueShield of Oregon, P.O. Box 4208, MS E9A, Portland, OR 97208-4208 or facsimile 1 (888) 496-1542. Verbal requests can be made by calling Us at 1 (888) 526-9622.

Each Grievance or Appeal, including Expedited Appeals, must be pursued within 180 days of Your receipt of Our determination (or, in the case of a Grievance, within 180 days of Your receipt of Our original adverse decision that You are Appealing). If You don't act within this time period, You will not be able to continue to pursue the Grievance and Appeal process and may jeopardize Your ability to pursue the matter in any forum.

If Your treating provider determines that Your health could be jeopardized by waiting for a decision under the regular Grievance and Appeal process, he or she may specifically request an Expedited Appeal. Please see Expedited Appeals later in this section for more information.

#### Filing A Grievance

The first step in the process to resolving Your concern is filing a Grievance. Within five business days of receiving Your Grievance, We will send a written acknowledgement and information describing the entire Grievance and Appeal process and Your rights. For Post-Service Appeals, a written notice of Our decision will be sent within 30 days of receipt of the Grievance. For a Grievance involving a Pre-Service preauthorization of a procedure, We will send a written notice of the decision within 14 days of receipt of the Grievance.

#### Filing Appeals (First and Second Level)

If You don't agree with Our decision after filing a Grievance, You may file an Appeal. You have the right to file up to two Appeals. Appeals are reviewed by a panel who were not involved in, or subordinate to anyone involved in, the prior decision. You or Your Representative, on Your behalf, will be given a reasonable opportunity to personally appear or to provide written materials. For Post-Service Appeals, a written notice of the decision will be sent within 30 days of receipt of the Appeal. For Appeals involving a Pre-Service preauthorization of a procedure, We will send a written notice of the decision within 14 days of receipt of the Appeal.

#### **VOLUNTARY EXTERNAL APPEAL - IRO**

A voluntary Appeal to an Independent Review Organization (IRO) is available only after You have exhausted the initial internal Grievance process and at least one Appeal. Also, the issue being Appealed must address one of the following:

- Dentally Appropriate;
- determination that the treatment is Investigational; or
- the treatment denied is part of an active course of treatment for purposes of continuity of care.

We coordinate voluntary external Appeals, but the decision is made by an Independent Review Organization (IRO) at no cost to You. In order to have the Appeal decided by an IRO, You must

sign a waiver granting the IRO access to medical or dental records. We will provide the IRO with the Appeal documentation. A written notice of the IRO's decision will be sent to You within 30 days of receipt of Your request. We are bound by the decision made by the IRO, even if it conflicts with Our definition of Dentally Appropriate. If You want more information regarding IRO review, please contact Our Customer Service department at 1 (888) 526-9622.

The voluntary external Appeal by an IRO is optional and You should know that other forums may be utilized as the final level of Appeal to resolve a dispute You have with Us.

#### **EXPEDITED APPEALS**

An Expedited Appeal is available as described here:

## Panel-Level (First-Level) Expedited Appeal

The first-level Expedited Appeal request should state the need for a decision on an expedited basis and must include documentation necessary for the Grievance or Appeal decision. First-level Expedited Appeals are reviewed by a panel who were not involved in, or subordinate to anyone involved in, any initial denial determination. You or Your Representative, on Your behalf, will be given the opportunity (within the constraints of the Expedited Appeals timeframe) to provide written materials. A verbal and written notice of the decision will be provided to You and Your Representative as soon as possible after the decision, but no later than 72 hours of receipt of the Expedited Appeal.

## **Voluntary Expedited Appeal - IRO**

If You disagree with the decision made in the panel-level Expedited Appeal and You or Your Representative reasonably believes that preauthorization remains clinically urgent (Pre-Service), You may request a voluntary Expedited Appeal to an IRO. The criteria for a voluntary Expedited Appeal to an IRO are the same as described above for non-urgent IRO review.

We coordinate voluntary Expedited Appeals, but the decision is made by an IRO at no cost to You. In order to have the Expedited Appeal decided by an IRO, You must sign a waiver granting the IRO access to medical or dental records. We will provide the IRO with the Expedited Appeal documentation. Verbal notice of the IRO's decision will be provided to You and Your Representative as soon as possible after the decision, but no later than within 72 hours of Your request. We are bound by the decision made by the IRO, even if it conflicts with Our definition of Dentally Appropriate. If You want more information regarding IRO review, please contact Our Customer Service department at 1 (888) 526-9622.

The voluntary Expedited Appeal by an IRO is optional and You should know that other forums may be used as the final level of Expedited Appeal to resolve a dispute You have with Us.

#### INFORMATION

If You have any questions about the Grievance and Appeal process outlined here, You may contact Our Customer Service department at 1 (888) 526-9622 or You can write to Our Customer Service department at the following address: Regence BlueCross BlueShield of Oregon, P.O. Box 30805, Salt Lake City, UT 84130-0805.

You also have the right to file a complaint and seek assistance from the Oregon Insurance Division, Consumer Advocacy Unit; 350 Winter Street NE, Room 440; Salem, OR 97209 or call 1 (503) 947-7984 or visit its Web site at **www.insurance.oregon.gov**.

#### **DEFINITIONS SPECIFIC TO THE GRIEVANCE AND APPEAL PROCESS**

<u>Appeal</u> means a written or verbal request from a Member or, if authorized by the Member, the Member's Representative, to change a previous decision made by Us concerning:

- access to health care benefits, including an adverse determination made pursuant to utilization management;
- claims payment, handling or reimbursement for health care services;
- matters pertaining to the contractual relationship between a Member and Us; and

other matters as specifically required by state law or regulation.

<u>Expedited Appeal</u> means a Grievance or Appeal where the application of regular Grievance or Appeal timeframes:

- could, on a Pre-Service or concurrent care claim, jeopardize Your life, health or ability to regain maximum function, or
- would, according to a physician with knowledge of Your medical condition, subject You to severe pain that cannot be adequately managed without the disputed care or treatment.

<u>Grievance</u> means the initial complaint, verbal or written, submitted by or on behalf of a Member regarding the availability, delivery or quality of the health care (including preauthorization determinations), claims payments or matter related to the relationship between the Member and Us.

Independent Review Organization (IRO) is an independent physician review organization which acts as the decision-maker for voluntary external Appeals and voluntary external Expedited Appeals, through an independent contractor relationship with Us and/or through assignment to Us via state regulatory requirements. The IRO is unbiased and is not controlled by Us.

<u>Post-Service</u> means any claim for benefits in this Booklet that is not considered Pre-Service.

<u>Pre-Service</u> means any claim for benefits in this Booklet which We must approve in advance, in whole or in part, in order for a benefit to be paid.

Representative means someone who represents You for the purpose of the Grievance or Appeal. The Representative may be Your personal Representative or a treating Provider. It may also be another party, such as a family member, as long as You or Your legal guardian authorize in writing, disclosure of personal information for the purpose of the Grievance or Appeal. No authorization is required from the parent(s) or legal guardian of a Member who is an unmarried and dependent child and is less than 13 years old. For Expedited Appeals only, a health care professional with knowledge of Your medical condition is recognized as Your Representative. Even if You have previously designated a person as Your Representative for a previous matter, an authorization designating that person as Your Representative in a new matter will be required (but redesignation is not required for each Grievance and Appeal level). If no authorization exists and is not received in the course of the Grievance or Appeal, the determination and any personal information will be disclosed to You, Your personal Representative or treating Provider only.

# Who Is Eligible, How to Enroll and When Coverage Begins

This section contains the terms of eligibility under the Contract for a student and his or her dependents. It explains how to enroll Yourself and/or Your eligible dependents when eligible. It also describes when coverage under the Contract begins for You and/or Your eligible dependents. Of course, payment of any corresponding premiums is required for coverage to begin on the indicated dates.

#### WHEN COVERAGE BEGINS

Subject to meeting the eligibility requirements as stated in the following paragraphs, You will be entitled to enroll for coverage for Yourself and Your eligible dependents. If You and/or Your eligible dependents do not enroll for coverage under the Plan in a timely manner when first eligible, You and/or Your eligible dependents must wait until the next school term period You are eligible to enroll.

# INITIALLY ELIGIBLE, WHEN COVERAGE BEGINS Students

You must enroll if You are an undergraduate student, including a student in faculty-approved off-campus study, or are an international student at the Educational Institution, unless You have timely waived enrollment. Your enrollment is automatic and premiums are collected through Your school account. Coverage will be effective as follows:

 Term
 Effective Dates

 Fall
 8/15/2015 through 1/14/2016

 Spring
 1/15 through 8/14/2016

You may choose to enroll if You are a degree-seeking MALS student taking one-half or more units per term (including Summer) at the Educational Institution. Enrollment and premium payment must be made directly with Us at: <a href="https://LifeMap.benselect.com/NWSHIC">https://LifeMap.benselect.com/NWSHIC</a>. Coverage will be effective as follows:

 Term
 Effective Dates

 Fall
 8/15/2015 through 1/14/2016

 Spring
 1/15 through 8/14/2016

 Summer
 6/1 through 8/14/2016

## **Dependents**

Your Enrolled Dependents are eligible for coverage when You have listed them on the enrollment form or on subsequent change forms and when We have enrolled them in coverage under the Contract. Your newly Eligible Domestic Partner who is not an Oregon-Certified Domestic Partner is eligible for coverage when a domestic partnership is established and an enrollment form or a subsequent change form is submitted to Us along with an affidavit of qualifying domestic partnership. By "established," We mean the date on which the conditions described below are met. Dependents are limited to the following:

- The person to whom You are legally married (spouse).
- Your Oregon-Certified Domestic Partner. Oregon-Certified Domestic Partnership means a
  contract, in accordance with Oregon law, entered into in person between two individuals of
  the same sex who are at least 18 years of age, who are otherwise capable and at least one
  of whom is a resident of Oregon.
- Your domestic partner who is not an Oregon-Certified Domestic Partner, provided that all of the following conditions are met:

- You have completed, executed and submitted an affidavit of qualifying domestic partnership form with regard to Your domestic partner;
- both You and Your domestic partner are age 18 or older;
- You and Your domestic partner share a close, personal relationship and are responsible for each other's common welfare;
- neither You nor Your domestic partner is legally married to anyone else or has had another domestic partner within the 30 days immediately before enrollment of Your domestic partner;
- You and Your domestic partner share the same regular and permanent residence and intend to continue doing so indefinitely;
- You and Your domestic partner share joint financial responsibility for Your basic living expenses, including food, shelter and medical expenses; and
- You and Your domestic partner are not more closely related by blood than would bar marriage in Your state of residence.
- Your (or Your spouse's or Your Eligible Domestic Partner's) child who is under age 19 and who meets any of the following criteria:
  - Your (or Your spouse's or Your Eligible Domestic Partner's) natural child, step child, adopted child or child legally placed with You (or Your spouse or Your Eligible Domestic Partner) for adoption;
  - a child for whom You (or Your spouse or Your Eligible Domestic Partner) have courtappointed legal guardianship; and
  - a child for whom You (or Your spouse or Your Eligible Domestic Partner) are required to provide coverage by a legal qualified medical child support order (QMCSO).
- Your (or Your spouse's or Your Eligible Domestic Partner's) otherwise eligible child who is age 19 or over and incapable of self-support because of developmental disability or physical handicap that began before his or her 19th birthday, if You complete and submit Our affidavit of dependent eligibility form, with written evidence of the child's incapacity, within 31 days of the later of the child's 19th birthday or Your Effective Date and either:
  - he or she is an enrolled child immediately before his or her 19th birthday; or
  - his or her 19th birthday preceded Your Effective Date and he or she has been continuously covered as Your dependent on group coverage since that birthday.

Our affidavit of dependent eligibility form is available by visiting Our Web site at **www.Regence.com**, or by calling Our Customer Service department at 1 (888) 526-9622.

#### **NEWLY ELIGIBLE DEPENDENTS**

You may enroll a dependent who becomes eligible for coverage after Your Effective Date by completing and submitting an enrollment request [(and, for an Eligible Domestic Partner who is not an Oregon-Certified Domestic Partner, an affidavit of qualifying domestic partnership form) to Us. Request for enrollment of a newly eligible dependent must be made within 60 days of the dependent's attaining eligibility. Coverage for such dependents will begin on their Effective Dates (which, for a new child by birth, adoption or placement for adoption, is the date of birth, adoption or placement for adoption, if enrolled within the specified 60 days).

#### **DOCUMENTATION OF ELIGIBILITY**

You must promptly furnish or cause to be furnished to Us any information necessary and appropriate to determine the eligibility of a dependent. We must receive such information before enrolling a person as a dependent under the Contract.

# When Coverage Ends

This section describes the situations when coverage will end for You and/or Your Enrolled Dependents. You must notify Us within 31 days of the date on which an Enrolled Dependent is no longer eligible for coverage.

No person will have a right to receive any benefits in this Booklet after the date coverage is terminated. Termination of Your or Your Enrolled Dependent's coverage under the Contract for any reason will completely end all Our obligations to provide You or Your Enrolled Dependent benefits for Covered Services received after the date of termination. This applies whether or not You or Your Enrolled Dependent is then receiving treatment or is in need of treatment for any Illness or Injury incurred or treated before or while the Contract was in effect.

#### CONTRACT TERMINATION

If the Contract is terminated or not renewed by the Educational Institution or Us, coverage ends for You and Your Enrolled Dependents on the last day of the Educational Institution's most recent school term for which premium was received for You and Your Enrolled Dependents.

If the Contract is terminated and coverage is not replaced by the Educational Institution, We will mail the Educational Institution a notice of termination. It is then the duty of the Educational Institution to send each Enrolled Student a notice of the termination.

#### WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE

If You are no longer eligible as explained in the following paragraphs, Your and Your Enrolled Dependents' coverage ends on the last day of the Educational Institution's most recent school term for which premium was received for You and Your Enrolled Dependents.

#### NONPAYMENT OF PREMIUM

If You fail to make required timely contributions to premium, Your coverage will end for You and all Enrolled Dependents on the last day of the Educational Institution's most recent term for which premium was received for You and Your Enrolled Dependents.

## **LEAVE OF ABSENCE**

If You, the student, are granted an approved medical leave of absence, Your coverage will continue for the remainder of the semester for which premium was received for You and Your Enrolled Dependents. Premiums must be paid through the Educational Institution in order to maintain coverage during a leave of absence. Please contact the Educational Institution for more details.

# WHAT HAPPENS WHEN YOUR ENROLLED DEPENDENTS ARE NO LONGER ELIGIBLE

If Your dependent is no longer eligible as explained in the following paragraphs (unless specified to the contrary below), his or her coverage will end on the last day of the monthly period in which his or her eligibility ends.

#### **Divorce or Annulment**

Eligibility ends for Your enrolled spouse and the spouse's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the monthly period following the date a divorce or annulment is final.

#### If You Die

If You die, coverage for Your Enrolled Dependents ends on the last day of the monthly period in which Your death occurs.

# **Dissolution or Annulment of Oregon-Certified Domestic Partnership**

If the contract with Your Oregon-Certified Domestic Partner ends, eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the monthly period following the date the dissolution or annulment was final.

#### **Termination of Domestic Partnership**

If Your domestic partnership other than an Oregon-Certified Domestic Partnership terminates after the Effective Date (including any change in status such that You and Your domestic partner no longer meet any of the requirements outlined in the definition of a dependent), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the monthly period following the date of termination of the domestic partnership. You are required to provide notice of the termination of a domestic partnership within 30 days of its occurrence. You may not file another affidavit of qualifying domestic partnership within 90 days after a request for termination of a domestic partnership has been received.

#### **Loss of Dependent Status**

- For an enrolled child who is no longer an eligible dependent due to exceeding the dependent age limit, eligibility ends on the last day of the monthly period in which the child exceeds the dependent age limit.
- For an enrolled child who is no longer eligible due to disruption of placement before legal adoption and who is removed from placement, eligibility ends on the date the child is removed from placement.
- For an enrolled child who is no longer an eligible dependent for any other cause (not
  described above), eligibility ends on the last day of the monthly period in which the child is no
  longer a dependent.

#### OTHER CAUSES OF TERMINATION

Members may be terminated for either of the following reasons.

#### Fraudulent Use of Benefits

If You or Your Enrolled Dependent engages in an act or practice that constitutes fraud in connection with coverage or makes an intentional misrepresentation of fact in connection with coverage, coverage under the Contract will terminate for that Member.

#### Fraud or Misrepresentation in Application

We have issued this Booklet in reliance upon all information furnished to Us by You or on behalf of You and Your Enrolled Dependents. In the event of any intentional material misrepresentation of fact or established fraud regarding a Member (including, but not limited to, a person who is listed as a dependent, but does not meet the eligibility requirements in effect with the Educational Institution), We may take any action allowed by law or Contract, including denial of benefits or termination of coverage and may subject the person making the misrepresentation or fraud to prosecution for insurance fraud and associated penalties.

#### **CERTIFICATES OF CREDITABLE COVERAGE**

Requests for and inquiries about required certificates relating to period(s) of creditable coverage under the Contract should be directed to the Educational Institution, or to Us at P.O. Box 30805, Salt Lake City, UT 84130-0805.

# **General Provisions**

This section explains various general provisions regarding Your benefits under this coverage.

#### CHOICE OF FORUM

Any legal action arising out of the Contract must be filed in a court in the state of Oregon.

#### **GOVERNING LAW**

The Contract will be governed by and construed in accordance with the laws of the United States of America and by the laws of the State of Oregon without regard to its conflict of law rules.

#### **EDUCATIONAL INSTITUTION IS AGENT**

The Educational Institution is Your agent for all purposes under the Contract and not the agent of Regence BlueCross BlueShield of Oregon. You are entitled to health care benefits pursuant to an agreement between Us and the Educational Institution. In the Contract, the Educational Institution agrees to act as agent for You in acknowledging Your agreement to the terms, provisions, limitations and exclusions contained in the Contract. You, through the enrollment form signed by the Enrolled Student, and as beneficiaries of the Contract, acknowledge and agree to the terms, provisions, limitations and exclusions in this Booklet.

#### MODIFICATION OF CONTRACT

We shall have the right to modify or amend the Contract from time to time. However, no modification or amendment will be effective until 30 days (or longer, as required by law) after written notice has been given to Members or to the Educational Institution, and modification must be uniform within the product line and at the time of renewal. Exceptions to this modification provision for circumstances beyond Our control are further addressed in the Contract.

#### **NO WAIVER**

The failure or refusal of either party to demand strict performance of the Contract or to enforce any provision will not act as or be construed as a waiver of that party's right to later demand its performance or to enforce that provision. No provision of the Contract will be considered waived by Us unless such waiver is reduced to writing and signed by one of Our authorized officers.

#### **NOTICES**

Any notice to Members or to the Educational Institution required in the Contract will be considered to be properly given if written notice is deposited in the United States mail or with a private carrier. Notices to an Enrolled Student or to the Educational Institution will be addressed to the Enrolled Student or to the Educational Institution at the last known address appearing in Our records. If We receive a United States Postal Service change of address form (COA) for an Enrolled Student, We will update Our records accordingly. Additionally, We may forward notice for an Enrolled Student to the Educational Institution administrator if We become aware that We don't have a valid mailing address for the Enrolled Student. Any notice to Us required in the Contract may be given by mail addressed to: Regence BlueCross BlueShield of Oregon, P.O. Box 30805, Salt Lake City, UT 84130-0805; provided, however that any notice to Us will not be considered to have been given to and received by Us until physically received by Us.

#### **PREMIUMS**

Premiums are to be paid to Us, directly or through the Educational Institution, on or before the premium due date. Failure by the Enrolled Student to make timely payment of premiums may result in Our terminating the Member's coverage on the last day of the most recent school term for which premium was received for the Enrolled Student and any Enrolled Dependents or such later date as is provided by applicable law.

#### RELATIONSHIP TO BLUE CROSS AND BLUE SHIELD ASSOCIATION

The Educational Institution on behalf of itself and its Members expressly acknowledges its understanding that the Contract constitutes an agreement solely between the Educational Institution and Regence BlueCross BlueShield of Oregon, which is an independent corporation

operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the Association), permitting Us to use the Blue Cross and Blue Shield Service Marks in the state of Oregon and in Clark County in the state of Washington and that We are not contracting as the agent of the Association. The Educational Institution on behalf of itself and its Members further acknowledges and agrees that it has not entered into the Contract based upon representations by any person or entity other than Regence BlueCross BlueShield of Oregon and that no person or entity other than Regence BlueCross BlueShield of Oregon will be held accountable or liable to the Educational Institution or the Members for any of Our obligations to the Educational Institution or the Members created under the Contract. This paragraph will not create any additional obligations whatsoever on the part of Regence BlueCross BlueShield of Oregon other than those obligations created under other provisions of the Contract.

#### REPRESENTATIONS ARE NOT WARRANTIES

In the absence of fraud, all statements You make in an enrollment form will be considered representations and not warranties. No statement made for the purpose of obtaining coverage will void such coverage or reduce benefits unless contained in a written document signed by You, a copy of which is furnished to You.

#### WHEN BENEFITS ARE AVAILABLE

In order for health expenses to be covered under this Booklet, they must be incurred while coverage is in effect. Coverage is in effect when all of the following conditions are met:

- the person is eligible to be covered according to the eligibility provisions of the Contract;
- the person has enrolled in coverage and has been enrolled by Us; and
- premium for the person for the current school term period of coverage has been paid on a timely basis.

The expense of a service is incurred on the day the service is provided and the expense of a supply is incurred on the day the supply is delivered to You.

# **Definitions**

The following are definitions of important terms used in this Booklet. Other terms are defined where they are first used.

<u>Affiliate</u> means a company with which We have a relationship that allows access to Providers in the state in which the Affiliate serves and includes the following companies: Regence BlueShield of Idaho in the state of Idaho, Regence BlueCross BlueShield of Utah in the state of Utah and Regence BlueShield in parts of the state of Washington.

#### Allowed Amount means:

- With respect to Participating Dentists, the amount Participating Dentists have agreed to accept as full payment for Covered Services as determined by Us.
- With respect to Nonparticipating Dentists, Reasonable Charges for Covered Services as determined by Us.

Charges in excess of Allowed Amount are not considered Reasonable Charges and are not reimbursable. For questions regarding the basis for determination of the Allowed Amount, please contact Us.

<u>Booklet</u> is the description of the benefits for this coverage. The Booklet is part of the Contract between the Educational Institutional and Us.

Calendar Year means the period from January 1 through December 31 of the same year.

<u>Covered Service</u> means those services or supplies that are required to prevent, diagnose or treat diseases or conditions of the teeth and adjacent supporting soft tissues and are Dentally Appropriate. These services must be performed by a Dentist or other provider practicing within the scope of his or her license.

<u>Dentally Appropriate</u> means a dental service recommended by the treating Dentist or other provider, who has personally evaluated the patient, and determined by Us (or Our designee) to be all of the following:

- appropriate, based upon the symptoms, for determining the diagnosis and management of the condition;
- appropriate for the diagnosed condition, disease or Injury in accordance with recognized national standards of care:
- not able to be omitted without adversely affecting the Member's condition; and
- not primarily for the convenience of the Member, Member's family or provider.

A DENTAL SERVICE MAY BE DENTALLY APPROPRIATE YET NOT BE A COVERED SERVICE IN THIS BOOKLET.

<u>Dentist</u> means an individual who is licensed to practice dentistry (including a doctor of medical dentistry, doctor of dental surgery, or a denturist). A Dentist also means a dental hygienist who is permitted by his or her respective state licensing board, to independently bill third parties.

<u>Effective Date</u> means the date specified by the Educational Institution in the Who is Eligible, How to Enroll and When Coverage Ends section following Our receipt of the enrollment form, as the date coverage begins for You and/or Your Enrolled Dependents.

<u>Eligible Domestic Partner</u> means a domestic partner who meets the dependent eligibility requirements in the Who Is Eligible, How to Enroll and When Coverage Begins Section.

<u>Enrolled Dependent</u> means an Enrolled Student's eligible dependent who is listed on the Enrolled Student's completed enrollment form and who is enrolled under the Contract.

<u>Enrolled Student</u> means a student of the Educational Institution who is eligible under the terms of the Contract, has completed an enrollment form and is enrolled under this coverage.

Family means an Enrolled Student and his or her Enrolled Dependents.

<u>Health Intervention</u> is a medication, service or supply provided to prevent, diagnose, detect, treat or palliate the following: disease, Illness, Injury, genetic or congenital anomaly, pregnancy or biological or psychological condition that lies outside the range of normal, age-appropriate human variation; or to maintain or restore functional ability. A Health Intervention is defined not only by the intervention itself, but also by the medical condition and patient indications for which it is being applied.

<u>Health Outcome</u> means an outcome that affects health status as measured by the length or quality of a person's life. The Health Intervention's overall beneficial effects on health must outweigh the overall harmful effects on health.

<u>Illness</u> means a congenital malformation that causes functional impairment; a condition, disease, ailment or bodily disorder, other than an Injury; and pregnancy.

<u>Injury</u> means physical damage to the body inflicted by a foreign object, force, temperature or corrosive chemical or that is the direct result of an accident, independent of Illness or any other cause.

<u>Investigational</u> means a Health Intervention that fails to meet any of the following criteria:

- The Scientific Evidence must permit conclusions concerning the effect of the Health Intervention on Health Outcomes, which include the disease process, Injury or Illness, length of life, ability to function and quality of life.
- The Health Intervention must improve net Health Outcome.
- The Scientific Evidence must show that the Health Intervention is as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

In applying the above criteria, We will review Scientific Evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from the treating Physician or Practitioner regarding the Health Intervention.

<u>Lifetime</u> means the entire length of time a Member is covered under the Contract (which may include more than one coverage) through the Educational Institution with Us.

Member means an Enrolled Student or an Enrolled Dependent.

Nonparticipating Dentist means a Dentist who does not have an effective participating contract with Us to provide services and supplies to Members.

<u>Participating Dentist</u> means a Dentist who has an effective participating contract with Us to provide services and supplies to Members in accordance with the provisions of this coverage.

<u>Plan Year</u> means the 12-month period beginning August 15, however, the first Plan Year begins with the Member's Effective Date. The Deductible and Out-of-Pocket Maximum provisions are calculated on a Plan Year basis. If the Deductible and/or Out-of-Pocket Maximum amount increases during the Plan Year, You will need to meet the new requirement.

<u>Reasonable Charges</u> means an amount, determined by Us, that falls within the range of average charges for a service or supply billed by most providers or vendors for the same or similar service or supply in Our service area.

<u>Scientific Evidence</u> consists primarily of controlled clinical trials that either directly or indirectly demonstrate the effect of a Health Intervention on Health Outcomes. If controlled clinical trials are not available, observational studies that demonstrate a causal relationship between the

Health Intervention and Health Outcomes can be used. Partially controlled observational studies and uncontrolled clinical series may be suggestive, but do not by themselves demonstrate a causal relationship unless the magnitude of the effect observed exceeds anything that could be explained either by the natural history of the medical condition or potential experimental biases.

# For more information call us at 1 (888) 526-9622 or you can write to us at 100 SW Market Street, Portland, OR 97201

www.Regence.com

