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ADA CODE	PROCEDURE DESCRIPTION	BENEFIT SPECIFICS	BENEFIT CLASS
D8050	Interceptive orthodontic treatment of the primary dentition	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8060	Interceptive orthodontic treatment of the transitional dentition	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8070	Comprehensive orthodontic treatment of the transitional dentition	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8080	Comprehensive orthodontic treatment of the adolescent dentition	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8090	Comprehensive orthodontic treatment of the adult dentition	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8210	Removable appliance therapy	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8220	Fixed appliance therapy	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia
D8660	Pre-orthodontic treatment visit	Medically Necessary only. Pre-authorization Required	Orthodontia
D8670	Periodic orthodontic treatment visit (as part of contract)	Medically Necessary only. Pre-authorization Required	Orthodontia
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	In conjunction with Medically Necessary Orthodontia services. Preauthorization Required	Orthodontia

Enhanced Dental Benefits

Coverage for the following services are provided for each Covered Person who is eligible to receive Enhanced Dental Benefits and has been diagnosed with diabetes, coronary artery disease, stroke, or who is pregnant:

- Dental Cleanings (oral prophylaxis or periodontal maintenance cleanings) once every three months.
- Periodontal scaling once for each quadrant every 24 months when this service is necessary and appropriate

Coverage for the following services is provided for each Covered Person who is eligible to receive Enhanced Dental Benefits and has been diagnosed with [Sjögren's syndrome](#) or oral cancer:

- Dental Cleanings (oral prophylaxis or periodontal maintenance cleanings) once every three months.
- Fluoride treatment, once every three months.
- Pre-diagnostic cancer screening, once every six months

For these benefits, any Calendar year deductible or coinsurance provisions that would otherwise apply do not apply when these benefits are provided by a Participating Dentist. Enhanced Benefits provided by Non-Participating dentists will be subject to any coinsurance due however the Calendar year deductible will not apply.

	<b>Prophylaxis (Cleanings) (D1110 and D1120), Scaling in presence of gingival inflammation (D4346) or Periodontal Maintenance* (D4910) Visit Every 3 months</b>	<b>Periodontal Scaling* (D4341 and D4342) Every 24 Months</b>	<b>Pre-diagnostic Oral Cancer Screening (D0431) Every 6 Months</b>	<b>Fluoride Treatment (D1206 and D1208) Every 3 Months</b>
Diabetes	✓	✓		
Coronary Artery Disease	✓	✓		
Stroke	✓	✓		
Pregnancy	✓	✓		
Oral Cancer**	✓		✓	✓
Sjogren's Syndrome	✓		✓	✓
*Periodontal maintenance and scaling is available (as needed) with plans that offer periodontal benefits. See your Schedule of Benefits.				
**This benefit is available for members who have previously been diagnosed with oral cancer or for members who have been diagnosed with Sjogren's syndrome.				

## SECTION VIII

### LIMITATIONS AND EXCLUSIONS

#### Limitations

1. Any retreatment of root canals is payable 12 months after completion date of root canal therapy.
2. Restorations made of amalgam, silicate, acrylic, and composite materials to restore diseased teeth are only payable on the same tooth surface once every twelve (12) consecutive months.
3. The gingivectomy or gingivoplasty per quadrant allowance will be paid when two or more teeth are billed on the same date of service, same quadrant.
4. Sealants are limited to the first and second molars for primary teeth and the bicuspid and molars for the permanent teeth of children.
5. General anesthesia and intravenous sedation is payable only if given in connection with covered surgical procedures.
6. Periodontal maintenance procedures following active therapy is limited to two (2) times per Calendar year. Periodontal prophylaxis will be subject to the same limits as a routine prophylaxis. The total benefit for prophylaxis is limited to two (2) times per Calendar year.
7. Periodontal services are limited to insureds age eighteen (18) and older.
8. Services performed outside the United States, its territories and possessions are not covered, except for palliative emergency treatment.
9. Multiple amalgam or composite restorations on one surface will be considered one restoration. The allowance includes insulating base and local anesthesia.
10. All removable prosthetics are billable upon final delivery.
11. All fixed prosthetics are billable on the seat/insertion date
12. Intraoral x-rays, complete series including bitewings not covered if performed same day as Panoramic x-ray image.

#### Exclusions

The following are excluded under this policy:

1. Coverage for installation of an initial prosthodontic appliance that replaces any teeth missing prior to an insured's effective date of coverage.
2. Services or supplies which are not medically necessary according to accepted standards of dental practice, as determined by our consulting dentists, or which are not recommended or approved by the attending dentist.
3. Any services paid or payable under the Covered Person's health insurance policy.
4. Charges for services or supplies when billed by other than a dentist.
5. Benefits for services rendered by a member of your family, (your spouse and the child[ren], brothers, sisters and parents of either you or your spouse).
6. Services rendered primarily for cosmetic purposes.
7. Charges incurred for failure to keep a dental appointment.
8. Services rendered through a medical department, clinic or similar facility provided or maintained by, or on the behalf of, an employer, mutual benefit association, labor union, trustee or similar persons or groups.
9. Medical services related to the treatment of temporomandibular joint (TMJ) (temporal bone - lower jaw) dysfunctions (craniomandibular disorders, craniofacial disorders).
10. Experimental or investigational treatment.
11. Dental services received or rendered:
  - (a) through or in a veteran's hospital or government facility due to a service connected disability;
  - (b) which are covered and paid under Worker's Compensation or similar law; or

- (c) which are coordinated with another insurance policy providing dental benefits for the same charges, to the extent that the total amount payable under both plans exceeds 100% of the FCL allowance for expenses actually incurred.
12. Services for which the insured incurs no charge.
  13. Procedures, appliances, or restorations necessary to alter vertical dimension and/or restore or maintain the occlusion. Such procedures include, but are not limited to, equilibration, periodontal splinting, full mouth rehabilitation, restoration of tooth structure lost from attrition and restoration for malalignment of teeth.
  14. Local anesthesia when billed separately by a dentist.
  15. Services not listed in this policy or any schedules attached to this policy.
  16. Charges for a more expensive service, procedure, or course of treatment than is customarily provided by the dental profession, consistent with sound professional standards of dental practice for the dental condition concerned. Payment for such charges under this policy will be based on the allowance for the least costly service, procedure, or course of treatment.
  17. Any additional treatment required due to the insured's failure to follow instructions, or lack of cooperation with the dentist.
  18. Treatment for any illness, injury, or medical conditions arising out of: war or act of war whether declared or undeclared (war does not include acts of terrorism), participation in a felony, riot or insurrection, service in the armed forces or auxiliary units, and attempted suicide or intentionally self-inflicted injury, whether sane or insane.
  19. Services rendered before the effective date of coverage.
  20. Services rendered after termination of coverage, except as provided under "Extension of Benefits upon Contract Termination."
  21. Charges for services or supplies for sterilization. Charges for sterilization are included in the allowance for other covered dental procedures.
  22. Any denture or bridge replacement made necessary by reason of loss, theft, or alteration by an insured.
  23. Services in connection with any crown, inlay or onlay restoration, or for any denture or bridge if treatment began prior to the insured's coverage under this policy.
  24. Duplicate or temporary denture, crown, or bridge.
  25. Labial Veneer restorations.
  26. General anesthesia and intravenous sedation administered exclusively for patient management or comfort.
  27. Charges for nitrous oxide.
  28. Services, other than those provided to a newborn child, with respect to congenital (hereditary) or developmental malformations or cosmetic reasons, including but not limited to cleft palate, maxillary or mandibular (upper or lower) malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth), and anodontia (congenitally missing teeth).
  29. Prescribed drugs, premedication or analgesia.
  30. Extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
  31. Charges for oral hygiene, plaque control, or diet instruction.
  32. Charges for orthodontia service unless indicated on the Schedule of Benefits.
  33. Charges for implants unless indicated on the Schedule of Benefits.
  34. Charges for sterilization are included in the allowance for other covered dental procedures.
  35. Charges for biohazardous waste disposal are included in the allowance for other covered dental procedures.
  36. Charges associated with accidental injuries to a Sound Natural Tooth.
  37. Cone Beam Imaging and Cone Beam MRI procedures
  38. Hospital costs or any additional fees that the dentist or hospital charges for treatment at the hospital (inpatient or outpatient)
  39. Fabrication of athletic mouth guard
  40. Internal and external bleaching
  41. Telephone consultations

## SECTION IX

### COORDINATION OF BENEFITS

Coordination of Benefits ("COB") is a limitation of benefits for dental benefits under the policy and is designed to avoid the duplication of payment for dental benefits. Coordination of Benefits applies when an insured is covered under other dental plans, programs, or policies providing dental benefits which contain a COB provision or are required by law to contain a COB provision. Such other dental plans, programs, or policies may include, but are not limited to:

1. any group or individual dental insurance, group type self-insurance dental, health maintenance organization dental plan, or other dental plan, program, or policy; or
2. any group or individual dental plan, program, or policy underwritten or administered by FCL.

FCL's payment for covered dental benefits depends on whether FCL is the primary payer, as determined in accordance with the provisions set forth below. If FCL is the primary payer, FCL's payment for dental benefits, if any, will not be reduced due to the existence of other coverage and will be made without regard to the insured's other dental plans, programs, or policies.

In those cases where COB applies and FCL is not the primary payer, FCL's payment for dental benefits, if any, will be reduced so that the combined benefits of both plans will not be more than 100% of the FCL allowance for expenses actually incurred for covered services.

The following rules shall be used by FCL to determine if FCL is the primary payer:

1. The dental benefits of a dental policy, plan, or program that covers the person as an employee, member, or insured, other than as a dependent, are determined before those of the dental policy, plan, or program that covers the person as a dependent.

However, if the person is also a Medicare beneficiary, and as a result of the rule established under the Social Security Act of 1965, as amended, Medicare is secondary to the dental plan covering the person as a dependent of an active employee, the order in which dental benefits are payable will be determined as follows:

- a. first, dental benefits of a plan that covers a person as an employee, member, or subscriber;
  - b. second, dental benefits of a plan of an active employee that covers a person as a dependent;
  - c. third, Medicare Benefits.
2. Except as stated in paragraph 3, when two or more dental policies, plans, or programs cover the same child as a dependent of different parents:
    - a. the dental benefits of the dental policy, plan, or program of the parent whose birthday, excluding the year of birth, falls earlier in a year are determined before those of the dental policy, plan, or program of the parent whose birthday, excluding year of birth, falls later in the year; but
    - b. if both parents have the same birthday, the dental benefits of the dental policy, plan, or program which has covered the parent for the longest are determined before those of the dental policy, plan, or program which has covered the parent for the shorter period of time.

However, if one of the plans does not have a provision which is based on the birthday of the parent, but instead on the gender, and this results in each dental policy, plan, or program determining its benefits before the other, the dental policy, plan, or program which does not have a provision which is based on a birthday will determine the order of dental benefits.

3. If two or more dental policies, plans, or programs cover a dependent child of divorced or separated parents, dental benefits for the child are determined in this order:
  - a. first, the dental policy, plan, or program of the parent with custody of the child;
  - b. second, the dental policy, plan, or program of the spouse of the parent with custody of the child; and
  - c. third, the dental policy, plan, or program of the parent not having custody of the child.

However, if the specific terms of a court decree makes one parent financially responsible for the dental care expenses of the child, and if the entity obliged to pay or provide the dental benefits of the dental policy, plan, or program of that parent has actual knowledge of those terms, the dental benefits of that dental policy, plan, or program are determined first. This does not apply with respect to any claim determination period or dental plan, policy, or program year during which any dental benefits are actually paid or provided before that entity has the actual knowledge.

4. The dental benefits of a dental policy, plan, or program which covers a person as an employee other than as a laid-off or retired employee, or as a dependent of such a person, are determined before those of a dental policy, plan, or program which covers that person as a laid off or retired employee or as a dependent of such a person. If the other dental policy, plan, or program is not subject to this rule, and if, as a result, the dental policies, plans, or programs do not agree on the order of dental benefits, this paragraph shall not apply.
5. If none of the above rules determine the order of dental benefits, the dental benefits of the policy, plan, or program which has covered the employee, member, or insured the longest period of time are determined before those of the other dental policy, plan, or program.

If an individual is covered under a COBRA continuation plan as a result of the purchase of coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and also under a group dental plan, the following order of benefits applies:

- a. first, the dental plan which covers the person as an employee, or as the employee's dependent;
- b. second, the coverage purchased under the dental plan covering the person as a former employee, or as the former employee's dependent provided according to the provisions of COBRA.

Coordination of Benefits shall not be permitted against the following types of policies:

- (1) indemnity;
- (2) excess insurance;
- (3) specified illness or accident; or
- (4) Medicare supplement.



## SECTION X

### SUBROGATION AND RIGHT OF REIMBURSEMENT

#### **Subrogation**

In the event FCL makes any payment under the policy to or on behalf of an insured for any claim in connection with or arising from a condition resulting, directly or indirectly, from an intentional act or from the negligence or fault of any third person or entity, FCL, to the extent of any such payment, shall be subrogated to all causes of action and all rights of recovery such insured has against any person or entity. Such subrogation rights shall extend and apply to any settlement of a claim, regardless of whether litigation has been initiated.

The insured shall promptly execute and deliver to FCL such instruments and papers pertaining to such settlement of claims, settlement negotiations, or litigation as may be requested by FCL, and shall do whatever is necessary to enable FCL to exercise FCL's subrogation rights and shall do nothing to prejudice such rights. Additionally, the insured or the insured's legal representative shall promptly notify FCL in writing of any settlement negotiations prior to entering into any settlement agreement, shall disclose to FCL any amount recovered from any person or entity that may be liable, and shall not make any distributions of settlement or judgment proceeds without FCL's prior written consent. No waiver, release of liability, or other documents executed by an insured without such notice to FCL shall be binding upon FCL.

Any such right of subrogation or reimbursement provided to FCL under the policy shall not apply or shall be limited to the extent that applicable law eliminates or restricts such rights.

#### **Right of Reimbursement**

If any payment, under this policy, is made to an insured for any sickness or injury resulting from the intentional act, negligence, or fault of a third person or entity, FCL shall have a first right to be reimbursed by the insured (out of any claim payments, funds, settlement proceeds, or judgments recovered) one dollar (\$1.00) for each dollar paid under this policy, minus its pro rata share for any costs and attorney fees incurred by the insured in pursuing and recovering such proceeds. We shall have the first right of reimbursement, even if the insured has not been made whole for their losses or damages by the amount of the recovery, settlement, or judgment.

FCL's right of reimbursement shall be in addition to any subrogation right or claim available to us, and the insured shall execute and deliver such instruments or papers pertaining to any settlement or claim, settlement negotiations, or litigation as may be requested by us to exercise our right of reimbursement. An insured shall do nothing to prejudice our right of reimbursement under this policy and no waiver, release of liability, or other documents executed by the insured, without notice to and written consent of FCL, shall be binding upon us.