

Group Policy

ENROLLEE CERTIFICATE

**State of Idaho
Dental**

**Group Number: 10040000
Policy Effective Date: July 1, 2024**

Benefit Period: July 1 through June 30

Notice to Buyer: This Policy provides dental benefits only.

Notice of Privacy Practices

Blue Cross of Idaho Health Services, Inc. (we, us, our) is committed to protecting the privacy of your personal financial and health information. We maintain physical, electronic, and procedural safeguards that comply with legal requirements. You can find an explanation of our privacy practices on our website at www.bcidaho.com/about_us/privacy_policy.asp or by calling 1-877-488-7788.



An Independent Licensee of the Blue Cross and Blue Shield Association

DISCRIMINATION IS AGAINST THE LAW

Blue Cross of Idaho and Blue Cross of Idaho Care Plus, Inc., (collectively referred to as Blue Cross of Idaho) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Blue Cross of Idaho does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

Blue Cross of Idaho:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - o Qualified sign language interpreters
 - o Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - o Qualified interpreters
 - o Information written in other languages

If you need these services, contact Blue Cross of Idaho Customer Service Department. Call 1-800-627-1188 (TTY: 711), or call the customer service phone number on the back of your card. If you believe that Blue Cross of Idaho has failed to provide these services or

ATTENTION: If you speak Arabic, Bantu, Chinese, Farsi, French, German, Japanese, Korean, Nepali, Romanian, Russian, Serbo-Croatian, Spanish, Tagalog, or Vietnamese, language assistance services, free of charge, are available to you. Call 1-800-627-1188 (TTY: 711).

Arabic: انتبه: إذا كنت تتحدث اللغة العربية ، فإن خدمات المساعدة اللغوية متاحة لك مجاناً اتصل على 1-800-627-1188 (للصم والبكم: 711).

Bantu: ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-800-627-1188 (TTY: 711).

Chinese: 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-800-627-1188 (TTY: 711)。

Farsi: توجه: اگر به زبان فارسی صحبت می کنید، خدمات رایگان پشتیبانی زبان، در دسترس شما است. شماره تماس 1-800-627-1188 (TTY: 711).

French: ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-627-1188 (ATS : 711).

German: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-627-1188 (TTY: 711).

Japanese: 注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-627-1188 (TTY: 711) まで、お電話にてご連絡ください。

Korean: 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-627-1188 (TTY: 711)번으로 전화해 주십시오.

discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with Blue Cross of Idaho's Grievances and Appeals Department at:

Manager, Grievances and Appeals
3000 E. Pine Ave., Meridian, ID 83642
Telephone: 1-800-274-4018
Fax: 208-331-7493
Email: grievances&appeals@bcidaho.com
TTY: 711

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Grievances and Appeals team is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TTY). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Nepali: ध्यान दनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको नमिति भाषा सहायता सेवाहरू नै:शुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-800-627-1188 (टटिविड: 711) ।

Romanian: ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-627-1188 (TTY: 711).

Russian: ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-627-1188 (телетайп: 711).

Serbo-Croatian: OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-627-1188 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711).

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-627-1188 (TTY: 711).

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-627-1188 (TTY: 711).

Vietnamese: CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-627-1188 (TTY: 711).

BENEFITS OUTLINE:

This Benefits Outline describes the benefits of this Policy in general terms. It is important to read the Policy in full for specific and detailed information that includes additional exclusions and limitations on benefits. Your manager of employee benefits should be able to help if you have questions. If you receive this document and/or any other notices electronically, you have the right to receive paper copies of the electronic documents upon request at no additional charge.

Throughout this Policy, Blue Cross of Idaho may be referred to as BCI. For Covered Services under the terms of this Policy, Maximum Allowance is the amount established as the highest level of compensation for a Covered Service. There is more detailed information on how Maximum Allowance is determined and how it affects out-of-state coverage in the Definitions Section.

ELIGIBILITY AND ENROLLMENT	
Eligible Employees are officers or employees of state agencies, departments, or institutions, including state officials, elected officials, or employees of other governmental entities which have contracted with the State of Idaho for medical expense coverage, who are working twenty (20) hours or more per week and who are not classified as a seasonal employee or a part-time temporary employee.	
1.	Seasonal Employee. An employee in a position for which the customary annual employment is six (6) months or less.
2.	Part-Time Temporary Employee. An employee who is expected, at the time of hire, to work twenty (20) hours or more per week but less than thirty (30) hours per week, and whose term of employment is not expected to exceed five (5) consecutive months.
Employees hired on or after the Effective Date of this Policy will have coverage for him or herself and their Dependent(s) effective the first day of the month following date of hire, provided enrollment is completed within thirty (30) days of the date of hire. <i>(see the Policy for additional Eligibility and Enrollment provisions)</i>	



**PREFERRED DENTAL (PPO)
BENEFITS OUTLINE**

Visit our Website at www.bcidaho.com to locate a Contracting Provider

Deductibles (Per Benefit Period) <i>(Deductible does not apply to In-Network Preventive Dental Covered Services)</i>	In-Network	Out-of-Network <i>(When you choose an Out-of-Network Provider you are responsible for the difference between what BCI allows and what the Out-of-Network Provider charges)</i>
	The Insured is responsible to pay these amounts:	
	Individual \$50	
Benefit Period Limit	\$1,500 per Insured	
Preventive Dental Services	No Charge (Deductible does not apply)	30% of Maximum Allowance after Deductible
Basic Dental Services	20% of Maximum Allowance after Deductible	50% of Maximum Allowance after Deductible
Major Dental Services	50% of Maximum Allowance after Deductible	50% of Maximum Allowance after Deductible
Orthodontia Lifetime Limit <i>(Twelve (12) month Waiting Period for new Enrollees)</i>	\$1,000 per Insured	
Orthodontic Services <i>(for Eligible Dependent Children up to age 19 if the treatment has begun by age 17)</i>	50% of Maximum Allowance	50% of Maximum Allowance

Form No. SOIDentBO (07/24)

This information is for comparison purposes only and not a complete description of benefits. All descriptions of coverage are subject to the provisions of the corresponding contract/policy, which contains all the terms and conditions of coverage and exclusions and limitations. Certain services not specifically noted may be excluded. Please refer to the contract/policy issued for a complete description of benefits, exclusions limitations and conditions of coverage. If there is a difference between this comparison and its corresponding contract/policy, the contract/policy will control.

State of Idaho

Dental

**BLUE CROSS OF IDAHO
HEALTH SERVICE, INC.**

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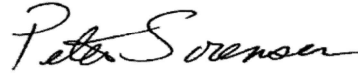
ACCEPTANCE

In consideration of the accepted Blue Cross of Idaho fully insured proposal, and the continuing payment of premiums when due, and subject to all terms of this Policy, Blue Cross of Idaho hereby agrees to provide each enrolled Insured of the Group the benefits of this Policy (Group Policy Number 10040000), beginning on each Insured's Effective Date.

This Policy renews on an annual basis. Premium payments are due on a month-to-month basis. The Group's Policy Date is July 1, 2024 to June 30, 2025.

State of Idaho
Department of Administration
650 West State Street
PO Box 83720
Boise, ID 83720-0003

Blue Cross of Idaho
Health Service, Inc.
PO Box 7408
Boise, ID 83707



Steven Bailey
Director, Department of Administration

Peter Sorensen
Vice President Government and Commercial Business
July 1, 2024

HOW TO SUBMIT CLAIMS

An Insured must submit a claim to Blue Cross of Idaho (BCI) in order to receive benefits for Covered Services. There are two ways for an Insured to submit a claim:

1. The Provider can file the claims for the Insured. Most Providers will submit a claim on an Insured's behalf if the Insured shows them a BCI identification card and asks them to send BCI the claim.
2. The Insured can send BCI the claim.

To File an Insured's Own Claim

If a Dentist, or other Covered Provider prefers that an Insured file the claim, here is the procedure to follow:

1. Ask the Dentist or other Covered Provider for an itemized billing. The itemized billing should show each service received and its procedure code, the date each service was furnished, and the charge for each service. BCI cannot accept billings that only say "Balance Due," "Payment Received" or some similar statement.
2. Obtain a Member Claim Form from the BCI Website, www.bcidaho.com, the Covered Provider or any of BCI's offices, and follow the instructions. Use a separate billing and Member Claim Form for each patient.
3. Attach the billing to the Member Claim Form and send it to:

Blue Cross of Idaho Dental Services
Blue Cross of Idaho
PO Box 7408
Boise, ID 83707

For assistance with claims or dental benefit information, please call BCI Dental Customer Service at 1-800-289-7929 or (208) 363-8755.

How Blue Cross of Idaho Notifies the Insured

BCI will send the Insured an Explanation of Benefits (EOB) by mail or electronically, if the Insured has consented to electronic delivery, as soon as the claim is processed. The EOB will show all the payments BCI made and to whom the payments were sent. It will also explain any charges BCI did not pay in full. If an Insured would like a paper copy of their EOB, they may request one from BCI Customer Service.

ELIGIBILITY AND ENROLLMENT SECTION

I. Eligibility and Enrollment

All Eligible Employees will have the opportunity to apply for coverage under this Policy. All applications submitted to Blue Cross of Idaho (BCI) by the Group now or in the future, shall be for Eligible Employees or Eligible Dependents only. Once enrolled under the Policy, Eligible Employees may not change to another Policy until an Open Enrollment Period.

A. Eligible Employee

Eligible Employees who are officers or employees of state agencies, departments, or institutions, including state officials, elected officials, or employees of other governmental entities which have contracted with the State of Idaho for medical expense coverage, who are working twenty (20) hours or more per week and who are not classified as a seasonal employee or a part-time temporary employee.

1. **Seasonal Employee.** An employee in a position for which the customary annual employment is six (6) months or less.
2. **Part-Time Temporary Employee.** An employee who is expected, at the time of hire, to work twenty (20) hours or more per week but less than thirty (30) hours per week, and whose term of employment is not expected to exceed five (5) consecutive months.

Employees hired on or after the Effective Date of this Policy will have coverage for themselves and their Dependent(s) effective the first day of the month following date of hire, provided enrollment is completed within thirty (30) days of the date of hire.

B. Eligible Dependent

Eligible Dependent means: (1) The spouse of the Enrollee and/or (2) the children of an Enrollee or Enrollee's spouse, up to their 26th birthday. The term "children" includes natural children, stepchildren, adopted children, or children in the process of adoption from time placed with the Enrollee. The term "children" also includes children legally dependent upon the Enrollee or Enrollee's spouse for support where a normal parent-child relationship exists with the expectation that the Enrollee will continue to rear that child to adulthood. However, if one or both of that child's natural parents live in the same household with the Enrollee, a parent-child relationship shall not be deemed to exist even though the Enrollee or the Enrollee's spouse provides support.

1. A child as described in the first sentence of subparagraph B who has attained age twenty-six (26) provided:
 - a) The child is medically certified as incapable of self-sustaining employment due to an intellectual disability or physical handicap that began prior to age twenty-six (26);
 - b) The child is chiefly dependent upon the Enrollee or the Enrollee's spouse for support and maintenance; and
 - c) The Enrollee submits proof of such child's incapacity and dependency as described in this subparagraph two (2) within thirty-one (31) days of such child's attainment of age twenty-six (26) and as subsequently required by BCI and/or the Group at reasonable intervals.

C. Conditions

1. An Eligible Employee's spouse may not enroll in this plan if said spouse is an Eligible Employee of the Group and enrolled in any other Health Benefit Plan offered by the Group.
2. Under special circumstances approved by the Group, other children under the custodial care of the Enrollee may be considered as Eligible Dependent(s).
3. If both parents are Eligible Employees of the Group and enrolled in any Health Benefit Plan offered by the Group, eligible dependent children may be enrolled under one or the other parent's policy, but not both.

An Enrollee must notify BCI and/or the Group within thirty (30) days when a dependent no longer qualifies as an Eligible Dependent. Coverage for the former Eligible Dependent will terminate the last day of the month in which the change in eligibility status took place.

II. Group Employee Premium Contribution

If applicable, the Group agrees to pay the appropriate percentage of the premium for each enrolled Insured, as determined through legislative appropriations. The employee shall authorize the Group to withhold, deduct or collect the monthly payment and remit such payments to BCI in accordance with the application form submitted by each employee. In the event of COBRA, Leave of Absence Without Pay, or other circumstances, the Enrollee may be required to pay the entire premium.

III. Miscellaneous Eligibility and Enrollment Provisions

- A.** The Group agrees to collect required Enrollee payments through payroll withholding and be responsible for making the required payments to BCI. If, during the Benefit Period, the Group offers to its employees any other hospital, medical, or surgical coverage that is available to the Group from BCI, but not provided by or through BCI, including but not limited to, coverage under a fee for service/indemnity plan, managed care organization or other similar program or plan, BCI, at its sole option and upon thirty (30) days written notice to the Group, may recalculate the required premiums for the Group's Insureds. Thereafter, the Group must timely pay the recalculated premiums to maintain coverage under this Policy.
- B.** Before the Effective Date of the change, the Group shall submit all eligibility changes for Enrollees and Eligible Dependents on a BCI approved form (electronic application, e-mail, etc.).
- C.** For an Eligible Employee to enroll themselves and any Eligible Dependents for coverage under this Policy (or for an Enrollee to enroll Eligible Dependents for coverage) the Eligible Employee or Enrollee, as the case may be, must complete a BCI application and submit it through the Group to BCI.
- D.** Except as provided otherwise in this section and after completion of any applicable eligibility Waiting Period as determined by the Group, the Effective Date of coverage for an Eligible Employee or an Eligible Dependent will be the first day of the month following the month of enrollment.
- E.** The Effective Date of coverage for an Eligible Employee and any Eligible Dependents listed on the Eligible Employee's application is the Group's Policy Date if the application is submitted to BCI by the Group on or before the Policy Date. Employees hired on or after the Effective Date of this Policy will have coverage for themselves and their Dependents effective the first day of the month following date of hire, provided enrollment is completed within thirty (30) days of the date of hire.
- F.** An Enrolled Eligible Employee who becomes disabled prior to July 1, 2017 shall be able to maintain their coverage up to thirty (30) months following date of disability, as determined by the group's Life/Disability insurance carrier, upon payment of appropriate premium. An Enrolled Eligible Employee who becomes disabled on or after July 1, 2017 shall be able to maintain their coverage up to six (6) months following date of disability, as determined by the group's Life/Disability insurance carrier, upon payment of appropriate premium.
- G.**
 - 1. Except as provided otherwise in subparagraphs G2. and G3. below, the initial enrollment period is thirty (30) days for Eligible Employee and Eligible Dependents. The initial enrollment period begins on the date the Eligible Employee or Eligible Dependent first becomes eligible for coverage under this Policy.
 - 2. The initial enrollment period is sixty (60) days for an Eligible Dependent who is an Enrollee's newborn natural child, or child who is adopted by the Enrollee, or placed for adoption with the Enrollee before age eighteen (18). An Enrollee's newborn Dependent, including adopted newborn children who are placed with the adoptive Enrollee within sixty (60) days of the adopted child's date of birth, are covered under this Policy from and after the date of birth for sixty (60) days.

In order to continue coverage beyond the sixty (60) days outlined above, the Enrollee must complete an enrollment application and submit the required premium within thirty-one (31) days of the date monthly billing is received by the Group and a notice of premium is provided to the Enrollee by the Group.

The Effective Date of coverage will be the date of birth for a newborn natural child or a newborn child adopted or placed for adoption within sixty (60) days of the child's date of birth, provided the child is enrolled during the applicable initial enrollment period.

If the date of adoption or the date of placement for adoption of a child is more than sixty (60) days after the child's date of birth, the Effective Date of coverage will be the date of adoption or the date of placement for adoption. In this Policy, 'child' means an individual who has not attained age eighteen (18) years as of the date of the adoption or placement for adoption. In this Policy, "placed for adoption" means physical placement in the care of the adoptive Enrollee, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it means when the adoptive Enrollee signs an agreement for adoption of the child and signs an agreement assuming financial responsibility for the child.

3. The initial enrollment period is sixty (60) days for an Eligible Dependent who becomes eligible because of marriage. The initial enrollment period begins on the date of such marriage. The Effective Date of coverage will be the first day of the month following the date of marriage.

H. Late Enrollee

If an Eligible Employee or an Eligible Dependent does not enroll during the applicable initial enrollment period described in Paragraph G. of this section, the Eligible Employee or Eligible Dependent is a Late Enrollee. Following the receipt and acceptance of a completed enrollment application, the Effective Date of coverage for a Late Enrollee will be the date of the Group's next Policy Date.

I. Special Enrollment Periods

An Eligible Employee or Eligible Dependent will not be considered a Late Enrollee if:

1. The Eligible Employee or Eligible Dependent meets each of the following:
 - a) The individual was covered under Qualifying Previous Coverage at the time of the initial enrollment period.
 - b) The individual lost coverage under Qualifying Previous Coverage as a result of termination of employment or eligibility, the involuntary termination of the Qualifying Previous Coverage.
 - c) The individual requests enrollment within thirty (30) days after termination of the Qualifying Previous Coverage.
2. The individual is employed by an employer that offers multiple Health Benefit Plans and the individual elects a different plan during an open enrollment period.
3. A court has issued a court order requiring that coverage be provided for an Eligible Dependent by an Enrollee under this Policy, and application for enrollment is made within thirty (30) days after issuance of the court order.
4. The individual first becomes eligible.
5. The Eligible Employee and/or Eligible Dependent become eligible for a premium assistance subsidy under Medicaid or the Children's Health Insurance Program (CHIP) and coverage under this Policy is requested no later than sixty (60) days after the date the Eligible Employee and/or Eligible Dependent is determined to be eligible for such assistance.
6. Coverage under Medicaid or CHIP for an Eligible Employee and/or Eligible Dependent is terminated as a result of loss of eligibility for such coverage, and coverage is requested under this Policy no later than sixty (60) days after the date of termination of such coverage.

IV. Qualified Medical Child Support Order

- A. If this Policy provides for family coverage, BCI will comply with a Qualified Medical Child Support Order (QMCSO) according to the provisions of Section 609 of ERISA and any other applicable federal or state laws. A medical child support order is any judgment, decree or order (including approval of a settlement agreement) issued by a court of competent jurisdiction that:
 1. Provides for child support with respect to a child of an Enrollee under this Policy or provides for health benefit coverage to such a child, is made pursuant to a state domestic relations law

- (including a community property law) and relates to benefits under this Policy, or
 2. Enforces a law relating to medical child support described in Section 1908 of the Social Security Act with respect to a group health plan.
- B.** A medical child support order meets the requirements of a QMCSO if such order clearly specifies:
 1. The name and the last known mailing address (if any) of the Enrollee and the name and mailing address of each child covered by the order.
 2. A reasonable description of the type of coverage to be provided by this Policy to each such child, or the manner in which such type of coverage is to be determined.
 3. The period to which such order applies.
- C.** Within fifteen (15) days of receipt of a medical child support order, BCI will notify the party who sent the order, the group administrator and each affected child of the receipt and of the criteria by which BCI determines if the medical child support order is a QMCSO. With respect to a medical child support order, affected children may designate a representative for receipt of copies of notices sent to each of them.
- D.** BCI will make benefit payments to the respective party for reimbursement of eligible expenses paid by an enrolled affected child or by an enrolled affected child's custodial parent, legal guardian, or the Idaho Department of Health and Welfare.

DENTAL PLAN BENEFITS SECTION

PREFERRED DENTAL PLAN (PPO Option)

This section specifies the benefits an Insured is entitled to receive for the Dental Covered Services described, subject to other provisions of this Policy.

I. Benefit Period and Benefit Limits For Covered Services

The Benefit Period and the Benefit limits are shown in the Benefits Outline. Please see the cover page of this Policy for the Benefit Period.

II. Covered Providers

The following are Covered Providers under this section:

- Dentist
- Denturist

III. Deductibles

The individual Deductible is shown in the Benefits Outline.

IV. Predetermination of Benefits

A recommended Dental Treatment Plan must be submitted to Blue Cross of Idaho (BCI) for a Predetermination of Benefits before treatment begins if the plan includes one (1) or more of the following procedures:

- | | |
|------------------------------------|--|
| A. Bridgework | E. Laminate Veneers |
| B. Crowns | F. Periodontal Surgery |
| C. Full or Partial Dentures | G. Surgical Removal of Impacted Teeth |
| D. Inlays/Onlays | H. Implants |

The Dental Treatment Plan must be accompanied by supporting the most current preoperative x-rays and any other appropriate diagnostic materials requested by BCI or the Dental Consultant(s) to help make a benefit decision.

BCI will notify the Insured and their Dentist of the benefits available based upon the Dental Treatment Plan. In determining the amount of benefits available, BCI or the Dental Consultant(s) considers whether alternate procedures would accomplish a professionally satisfactory result. If the charges or fees for the treatment chosen by the Insured and their Dentist exceed the charges or fees for the treatment BCI has determined will accomplish a professionally satisfactory result, then BCI will only provide benefits based on the charges or fees for the less costly treatment.

If an Insured submits a claim for completed treatment that includes services in the above listed categories, and benefits have not been predetermined by BCI, the claim is reviewed in the same manner as if it were being submitted for a Predetermination of Benefits. BCI or the Dental Consultant(s) will consider whether alternate procedures would have accomplished a professionally satisfactory result. If the Insured and their Dentist have chosen a more expensive method of treatment than is determined professionally satisfactory by BCI, the excess charge is solely the responsibility of the Insured, whether services are provided by a Contracting or Noncontracting Provider.

A Predetermination of Benefits is valid for six (6) months from the date it is issued. After six (6) months, a Dental Treatment Plan must be resubmitted for a new Predetermination of Benefits before treatment begins. All Predetermination of Benefits will be processed without taking into consideration dental benefits that may be paid under another certificate of insurance.

V. Amount Of Payment

Except as stated elsewhere in this Policy, BCI will pay benefits for Preventive, Basic, and Major Dental Covered Services after an Insured has satisfied their Deductible, if applicable. The reimbursement schedule is shown in the Benefits Outline.

Benefits for Orthodontic Services are paid as follows:

1. BCI will pay benefits on the patient's initial banding.
2. Thereafter, BCI will pay benefits up to the Orthodontic lifetime benefit limit as Covered Services are performed so long as the Insured continues orthodontic treatment and remains covered under this Policy.

A. Dental Services Outside Idaho

For Dental Covered Services furnished by a Dentist outside the state of Idaho, BCI will provide benefit payments according to the following:

1. If the Dentist has a PPO or Traditional agreement for claims payment with the Blue Cross and/or Blue Shield plan or an affiliate in the area where the Covered Services were rendered, BCI will base the payment on the local plan's payment arrangement and allow In-Network benefits.
2. If the Dentist does not have a PPO or Traditional agreement for claims payment with the Blue Cross and/or Blue Shield plan or an affiliate in the area where the Covered Services are rendered, BCI will base the payment on the Maximum Allowance and allow Out-of-Network benefits.

The Dentist is not obligated to accept the Maximum Allowance as payment in full. BCI is not responsible for the difference, if any, between BCI's payment and the actual charge, unless otherwise specified. Insureds are responsible for any such difference, including Deductibles, Coinsurance, Copayments, charges for noncovered services, and the amount charged by the Dentist in excess of the Maximum Allowance.

B. Dental Services from A Contracting Dentist

A Contracting Dentist rendering Covered Services as provided in this section shall not make an additional charge to an Insured for amounts in excess of the Maximum Allowance except for Deductible, Coinsurance, charges for noncovered services, if any. A Contracting Dentist is not obligated to accept BCI's Maximum Allowance for services provided after any Benefit Period or lifetime maximum limit or frequency limitations. In this instance, Insureds are responsible for any difference between the amount charged by the Contracting Dentist and the Maximum Allowance.

C. Dental Services from A Noncontracting Dentist

A Noncontracting Dentist is not obligated to accept the Maximum Allowance as payment in full. BCI is not responsible for the difference, if any, between BCI's payment and the actual charge, unless otherwise specified. Insureds are responsible for any such difference, including Deductibles, Coinsurance, Copayments, charges for noncovered services, and the amount charged by the Noncontracting Dentist that exceed the Maximum Allowance.

VI. Closed List of Dental Covered Services

The following is a complete list of Dental Covered Services for which benefits are available. Only those services included on this list are eligible for payment.

There are no Waiting Periods for benefits except as stated in the following list of Dental Covered Services or in the exclusions and limitations provisions.

A twelve (12) month Waiting Period applies for all Orthodontic Services for new Enrollees.

A. Type I: Preventive Dental Services

1. Oral examination—limited to two (2) per Benefit Period.
2. Emergency oral examination—limited to one (1) per Benefit Period, covered for trauma, acute infection, or acute pain.
3. Complete mouth series or panoramic x-ray—limited to one (1) time in any five (5) consecutive Benefit Period, unless requested by BCI for verification of treatment claimed.

4. Individual periapical x-rays—limited to the same benefit as a complete mouth series or panoramic x-ray. Individual periapical x-rays are not covered when performed during or at the completion of a root canal therapy as an intra-operative procedure.
5. Occlusal I x-rays—limited to once per Benefit Period.
6. Extraoral x-rays – limited to once per Benefit Period.
7. Bitewing x-rays—limited to once per Benefit Period. Limited to the same benefit as a complete mouth series or panoramic x-ray.
8. Dental prophylaxis—limited to two (2) per Benefit Period regardless of type (alone or in combination with periodontal maintenance).
9. Fluoride treatments—limited to two (2) applications per Benefit Period and limited to Insureds who are under age nineteen (19).
10. Palliative treatment—paid as a separate benefit only if no other treatment is rendered during the visit.
11. Topical application of sealants per tooth—limited to permanent posterior first (1st) and second (2nd) molars unrestored of Insureds under age nineteen (19). Also limited to one (1) time per tooth in any three (3) years.
12. Periodontal maintenance—limited to four (4) per Benefit Period regardless of type (alone or in combination with prophylaxis). Requires prior periodontal treatment.

B. Type II: Basic Dental Services

1. Amalgam restorations—posterior restorations involving multiple surfaces will be combined for benefit purposes and paid according to the number of unique surfaces treated. Same tooth surface restoration is covered once in a two (2) year period.
2. Pin retention.
3. Resin-Composite restorations—posterior restorations involving multiple surfaces will be combined for benefit purposes and paid according to the number of unique surfaces treated. Same tooth surface restoration is covered once in a two (2) year period.
4. Simple extractions.
5. Surgical removal of an erupted or partially erupted tooth or mucoperiosteal flap or incision of soft tissue.
6. Alveoloplasty and alveolectomy—not separately payable if performed on the same date as an extraction.
7. General anesthesia.
8. I.V. sedation.
9. Pulp cap (direct or indirect).
10. Pulpotomy.
11. Root canal therapy—multiple endodontic treatments, on the same tooth within a period of one (1) year, are subject to review and approval by BCI.
12. Scaling and root planing—limited to once per area of the mouth, every two (2) years.
13. Gingivectomy—one (1) such surgical procedure per area, once every three (3) years.
14. Osseous Surgery—one (1) such surgical procedure per area, once every three (3) years.
15. Osseous grafts—only autogenous grafts are covered every three (3) years per area. Synthetic grafting techniques are not covered.
16. Pedicle grafts—once every three (3) years per area.
17. Free soft tissue grafts—once every three (3) years per area.
18. Occlusal guard—covered for erosion or abrasion for one (1) appliance every two (2) years.
19. Space maintainers—limited to Insureds who are under age sixteen (16). Benefits limited to deciduous teeth. Includes all adjustments made within six (6) months of installation.
20. Full Mouth Debridement—limited to one time in a three (3) year period.
21. Sedative Fillings.
22. Localized delivery of chemotherapeutic/antimicrobial agents—up to a maximum of four (4) teeth at once per visit. Not allowed on the initial scaling and root planning visit.
23. Nitrous oxide.

C. Type III: Major Dental Services

Benefits for the services listed below include an allowance for all temporary restorations and appliances and for one (1) year follow-up care:

1. Synthetic bone grafting procedures.

2. Periodontal splinting procedures.
3. Recement inlays; recement crowns; recement bridges.
4. Crown build-up—cover to support and retain a crown.
5. Tissue conditioning—limited to repairs or adjustments performed more than twelve (12) months after the initial insertion of prosthesis.
6. Repairs to full dentures, repairs to partial dentures, and/or repairs to bridges—limited to repairs performed more than twelve (12) months after the initial insertion of prosthesis.
7. Repairs to crowns.
8. Inlays and onlays—covered only when the teeth cannot be restored by a filling, and only if more than seven (7) years have elapsed since the last placement. If a tooth can be restored with a filling, the benefit will be limited to the allowable benefit for an amalgam or composite restoration.
9. Crowns and laminate veneers—covered only when the tooth has visible destruction of tooth surface from decay and the tooth cannot be restored by a filling. Benefits will not be allowed when placement of the crown or veneer is for micro fractures, stress fractures, or craze lines. Coverage is available if more than one-third (1/3) of the tooth is missing due to accident or erosion. Coverage is allowed if more than seven (7) years have elapsed since the last placement. For Insureds under age sixteen (16), benefits are limited to plastic/resin-based or stainless steel crowns.
10. Stainless steel crowns—covered only when the tooth has visible destruction of tooth surface from decay and the tooth cannot be restored by a filling. Benefits will not be allowed when placement of the crown or veneer is for micro fractures, stress fractures, or craze lines. Coverage is available if more than one-third (1/3) of the tooth is missing due to accident. Coverage is allowed if more than seven (7) years have elapsed since the last placement.
11. Post and core.
12. Full dentures—includes all adjustments within six (6) months of installation. Replacement of a denture is covered only if the existing denture is more than seven (7) years old and cannot be repaired. There are no additional benefits for overdentures or customized dentures.
13. Partial dentures—includes all clasps and rests, all teeth, and all adjustments within six (6) months of installation. Replacement of a partial denture with another denture is eligible for benefits only if the existing denture is more than seven (7) years old and cannot be repaired.
14. Denture adjustments—one (1) adjustment per Benefit Period and only if performed more than six (6) months after the insertion of the denture.
15. Relining dentures—Relines performed twelve (12) months after initial placement and no more than once in two (2) years.
16. Fixed bridges—upgrading from a partial denture to fixed bridgework is covered only if the patient's arch cannot be adequately restored with a partial denture. Replacement of an existing fixed bridge or partial denture is eligible only if the existing appliance is more than seven (7) years old and cannot be repaired.
17. Implants, including the implant body, implant abutment and implant crown.

Implant body—limited to once per tooth, per seven (7) years. Coverage is allowed if more than seven (7) years has elapsed since the last placement of a prosthetic of any type on the tooth.

Implant abutment—limited to once per tooth, per seven (7) years. Coverage is allowed if more than seven (7) years has elapsed since the last placement of a prosthetic of any type on the tooth.

Implant Crown – Coverage is allowed if more than seven (7) years has elapsed since the last placement of a prosthetic of any type on the tooth.

18. Biopsy of soft or hard oral tissue (for removal of specimen only).
19. Impaction that requires incision of overlying soft tissue, elevation of a flap and either removal of bone and tooth or sectioning and removal of the tooth (extraction of tooth, partial bony impaction).
20. Impaction that requires incision of overlying soft tissue, elevation of a flap, removal of bone, and sectioning of the tooth for removal (extraction of tooth, complete bony extraction).

21. Impaction that requires incision of overlying soft tissue, elevation of a flap, removal of bone, sectioning of the tooth for removal, and/or presents unusual difficulties and circumstances (including report).
22. Root recovery.
23. Excision of pericoronal tissues.
24. Tooth reimplantation.
25. Tooth transplantation—separate benefits are not payable for donor site charges.
26. Removal of exostosis.
27. Frenectomy (frenulectomy).
28. Excision of hyperplastic tissue.
29. Incision and drainage.
30. Radical excision (lesion diameter up to or greater than 1.25 cm)—not payable in addition to extraction performed in same site on same date.
31. Excision pericoronal gingiva (operculectomy).
32. Excision of benign tumor (lesion diameter up to or greater than 1.25 cm)—not payable in addition to extraction performed in same site on same date.
33. Removal of odontogenic cyst or tumor (diameter up to or greater than 1.25 cm)—not payable in addition to extraction performed in same site on same date.
34. Suture of small wounds.
35. Apicoectomy and retrograde filling.
36. Hemisection.
37. Ridge augmentation.
38. Bone graft.
39. Cone beam image.

D. Type IV: Orthodontic Services

1. Orthodontia or Orthodontic Treatment.

DEFINITIONS SECTION

For reference, most terms defined in this section are capitalized throughout this Policy. Other terms may be defined where they appear in this Policy. All Providers and Facilities must be licensed, certified, accredited and/or registered, where required, to render Covered Services. For the purposes of this Policy, Providers include any facility or individual who provides a Covered Service while operating within the scope of their license, certification, accreditation and/or registration under applicable state law, unless exempted by federal law. Definitions in this Policy shall control over any other definition or interpretation unless the context clearly indicates otherwise.

Accidental Injury—an objectively demonstrable impairment of bodily function or damage to part of the body caused by trauma from a sudden, unforeseen external force or object, occurring at a reasonably identifiable time and place, and without an Insured's foresight or expectation, which requires medical attention at the time of the accident. The force may be the result of the injured party's actions, but must not be intentionally self-inflicted unless caused by a medical condition or domestic violence. Contact with an external object must be unexpected and unintentional, or the results of force must be unexpected and sudden.

Adverse Benefit Determination—any denial, reduction or termination of, or the failure to provide payment for, a benefit for services or ongoing treatment under this Policy.

Benefit Period—the period of time from July 1 to June 30 of the following year, unless otherwise noted, during which an Insured accumulates annual benefit limits, Deductible amounts and out-of-pocket limits and may receive Covered Services.

Benefits After Termination—the benefits, if any, remaining under this Policy after a person ceases to be an Insured.

Closed List of Dental Covered Services—the list of Covered Dental Services in the Dental Benefits Section for which benefits are available under this Policy.

Coinsurance—the percentage of the Maximum Allowance or the actual charge, whichever is less, an Insured is responsible to pay out-of-pocket for Covered Services after satisfaction of any applicable Deductibles or Copayments, or both.

Congenital Anomaly—a condition existing at or from birth, which is a significant deviation from the common form or function of the body, whether caused by a hereditary or a developmental defect or Disease. In this Policy, the term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be Congenital Anomalies.

Contracting Dentist—a Dentist who has entered into a written agreement with BCI regarding payment for Dental Covered Services rendered to an Insured under a PPO Dental Option.

Copayment—a designated dollar and/or percentage amount, separate from Coinsurance, that an Insured is financially responsible for and must pay to a Provider at the time certain Covered Services are rendered.

Cost Effective—a requested or provided medical service or supply that is Medically Necessary in order to identify or treat an Insured's health condition, illness or injury and that is:

1. Provided in the most cost-appropriate setting consistent with the Insured's clinical condition and the Covered Provider's expertise. For example, when applied to services that can be provided in either an Inpatient hospital setting or Outpatient hospital setting, the Cost Effective setting will generally be the outpatient setting. When applied to services that can be provided in a hospital setting or in a physician office setting, the Cost Effective setting will generally be the physician office setting.
2. Not more costly than an alternative service or supply, including no treatment, and at least as likely to produce an equivalent result for the Insured's condition, Disease, Illness or injury.

Covered Provider—a Provider specified in this Policy from whom an Insured must receive Covered Services in order to be eligible to receive benefits.

Covered Services—services listed in the Closed List of Dental Covered Services.

Deductible—the amount an Insured is responsible to pay Out-of-pocket before BCI begins to pay benefits for Covered Services. The amount credited to the Deductible is based on the Maximum Allowance or the actual charge, whichever is less.

Dental Consultant—a duly licensed dentist retained by BCI for the purpose of advising and performing any and all services requested in connection with review of dental claims, as well as consulting and advising in the area of dentistry.

Dental Hygienist—a person licensed to practice dental hygiene who is acting under the supervision and direction of a Dentist. For BCI to provide benefits, the Dental Hygienist must be licensed in the state where service is rendered and the hygienist must be performing within the scope of their license.

Dental Treatment Plan—the Dentist's report of recommended treatment on a form satisfactory to BCI that:

1. Itemizes dental procedures by American Dental Association (ADA) code and description for the care of an Insured.
2. Lists the charges for each procedure.
3. Is accompanied by supporting most current preoperative x-rays and any other appropriate diagnostic materials reasonably required by BCI to help make a benefit decision.

Dentist—an individual licensed to practice Dentistry.

Dentistry or Dental Treatment—the treatment of teeth and supporting structures, including but not limited to, the replacement of teeth.

Denturist—a person licensed in the state where service is rendered to engage in the practice of denturism. For BCI to provide benefits, the Denturist must be performing within the scope of their license.

Disease—any alteration in the body or any of its organs or parts that interrupts or disturbs the performance of vital functions, thereby causing or threatening pain, weakness, or dysfunction. A Disease can exist with or without an Insured's awareness of it, and can be of known or unknown cause(s).

Effective Date—the date when coverage for an Insured begins under this Policy.

Eligible Dependent—(1) the spouse of the Enrollee and/or (2) the children of an Enrollee or Enrollee's spouse, up to their 26th birthday. The term "children" includes natural children, stepchildren, adopted children, or children in the process of adoption from time placed with the Enrollee. The term "children" also includes children legally dependent upon the Enrollee or Enrollee's spouse for support where a normal parent-child relationship exists with the expectation that the Enrollee will continue to rear that child to adulthood. However, if one or both of that child's natural parents live in the same household with the Enrollee, a parent-child relationship shall not be deemed to exist even though the Enrollee or the Enrollee's spouse provides support.

Eligible Employee—employees who are officers or employees of state agencies, departments, or institutions, including state officials, elected officials, or employees of other governmental entities which have contracted with the State of Idaho for medical expense coverage, who are working twenty (20) hours or more per week, and who are not classified as a seasonal employee or a part-time temporary employee.

1. **Seasonal Employee.** An employee in a position for which the customary annual employment is six (6) months or less.
2. **Part-Time Temporary Employee.** An employee who is expected, at the time of hire, to work twenty (20) hours or more per week but less than thirty (30) hours per week, and whose term of employment is not expected to exceed five (5) consecutive months.

Employees hired on or after the Effective Date of this Policy will have coverage for themselves and their Dependents effective the first day of the month following date of hire, provided enrollment is completed within thirty (30) days of the date of hire.

Enrollee—an Eligible Employee who has enrolled for coverage and has satisfied the requirements of the Eligibility and Enrollment Section.

Enrollment Date—the date of enrollment of an Eligible Employee or Eligible Dependent under this Policy, or if earlier, the first day of the probationary period for such enrollment.

Family Coverage—the enrollment of an Enrollee and two (2) or more Eligible Dependents under this Policy.

Group—the State of Idaho as represented by the Department of Administration.

Illness—a deviation from the healthy and normal condition of any bodily function or tissue. An Illness can exist with or without an Insured's awareness of it, and can be of known or unknown cause(s).

Implant—a device specifically designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing for dental tooth replacement.

In-Network Services—Covered Services provided by a Contracting Dentist.

Inpatient—an Insured who is admitted as a bed patient in a Licensed General Hospital or other Facility Provider and for whom a room and board charge is made.

Insured—an Enrollee or an enrolled Eligible Dependent covered under this Policy.

Investigational—the use of any treatment, procedure, facility, equipment, drug, device or supply that:

1. Is not yet generally recognized by Dentists practicing within the state of Idaho as accepted dental practice, or
2. Requires federal or other governmental approval, for other than Investigational purposes, and such approval has not been granted at the time the treatment, procedure, facility, equipment, drug, device or supply is used.

Large Employer—any person, firm, corporation, partnership, or association that is actively engaged in business that, on at least fifty percent (50%) of its working days during the preceding calendar year, employed no less than fifty-one (51) Eligible Employees, the majority of whom were employed within this state. In determining the number of Eligible Employees, companies that are affiliated companies, or that are eligible to file a combined tax return for purposes of state taxation, shall be considered one (1) employer.

Maximum Allowance—for Covered Services under the terms of this Policy, Maximum Allowance is the lesser of the billed charge or the amount established by BCI as the highest level of compensation for a Covered Service. If the Covered Services are rendered outside the state of Idaho by a Contracting Dentist with a Blue Cross and/or Blue Shield affiliate in the location of the Covered Services, the Maximum Allowance is the lesser of the billed charge or the amount established by the affiliate as compensation. If the Covered Services are rendered outside the state of Idaho by a Provider not contracting with a Blue Cross/Blue Shield affiliate in the location of the Covered Service, the Maximum Allowance is the lesser of the billed charge or the amount established by BCI as compensation for a Covered Service.

Maximum Allowance for Covered Services provided by Contracting or Noncontracting Dentists may be determined using many factors, including pre-negotiated payment amounts, a calculation of charges submitted by Contracting Idaho Dentists, and/or a calculation of the average charges submitted by all Idaho Dentists. Moreover, Maximum Allowance may differ depending on whether the Provider is Contracting or Noncontracting.

Medically Necessary (or Medical Necessity)—the Covered Service or supply recommended by the treating Covered Provider to identify or treat an Insured's condition, Disease, Illness or Accidental Injury and which is determined by BCI to be:

1. The most appropriate supply or level of service, considering potential benefit and harm to the Insured.
2. Proven to be effective in improving health outcomes:
 - a. For new treatment, effectiveness is determined by peer reviewed scientific evidence; or
 - b. For existing treatment, effectiveness is determined first by peer reviewed scientific evidence, then by professional standards, then by expert opinion.
3. Not primarily for the convenience of the Insured or Covered Provider.
4. Cost Effective for this condition.

The fact that a Covered Provider may prescribe, order, recommend, or approve a service or supply does not, in and of itself, necessarily establish that such service or supply is Medically Necessary under this Policy.

The term Medically Necessary as defined and used in this Policy is strictly limited to the application and interpretation of this Policy, and any determination of whether a service is Medically Necessary hereunder is made solely for the purpose of determining whether services rendered are Covered Services.

In determining whether a service is Medically Necessary, BCI considers the medical records and, the following source documents: Blue Cross Blue Shield Association Center for Clinical Effectiveness (CCE) assessments, the Blue Cross and Blue Shield Association Medical Policy Reference Manual as adopted by BCI, and Blue Cross of Idaho Medical Policies. BCI also considers current published medical literature and peer review publications based upon scientific evidence, and evidence-based guidelines developed by national organizations and recognized authorities.

Noncontracting Dentist—a Dentist who has not entered into a written agreement with BCI regarding payment for Dental Covered Services rendered to an Insured under a PPO Dental Option.

Orthodontia or Orthodontic Treatment—the movement of teeth through bone by means of active orthodontic appliances in order to correct a patient's malocclusion (misalignment of the teeth) and improve function.

Out-of-Network Services—Covered Services that are not rendered by a Contracting Dentist.

Outpatient—an Insured who receives services or supplies while not an Inpatient.

Physician—a doctor of medicine (M.D.) or doctor of osteopathy (D.O.) licensed to practice medicine by the state where services are rendered.

Policy—this Policy, which includes only the Benefits Outline, Group application, individual enrollment applications, Insured identification cards, any written endorsements, riders, amendments, attachments or any other written agreements between BCI and the Group executed by an authorized officer of BCI.

Policy Date—the date specified in this Policy on which coverage commences for the Group (July 1).

Post-Service Claim—any claim for a benefit under this Policy that does not require pre-determination before services are rendered.

PPO Dental Option—a Preferred Provider Organization (PPO) Dental Option in which an Insured receives the highest level of benefits for In-Network Services.

Predetermination of Benefits—a proposed Dental Treatment Plan and anticipated benefits for the Insured should the proposed Dental Treatment Plan be completed.

Pre-Service Claim—any claim for a benefit under this Policy that requires pre-determination before services are rendered.

Provider—a Dentist, Dental Hygienist or Denturist who provides services under this Policy and is acting within the scope of their license.

Qualifying Previous And Qualifying Existing Coverage—"Creditable coverage" means, with respect to an individual, health benefits or coverage provided under any of the following;

1. Group health benefit plan;
2. Health insurance coverage without regard to whether the coverage is offered in the group market, the individual market or otherwise;
3. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
4. Title XIX of the Social Security Act (Medicaid);
5. Chapter 55 of Title 10, United States Code (medical and dental care for members and certain former members of the uniformed services and their dependents). For purposes of 55 Title 10, United States Code, "uniformed services" means the armed forces, the Commissioned Corps of the National Oceanic and Atmospheric Administration and the Public Health Service;
6. A medical care program of the Indian Health Services or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under Chapter 89 of Title 5, United States Code (Federal Employees Health Benefits Program (FEHBP));
9. A public health plan, which for purposes of this act, means a plan established or maintained by a state, a foreign country, the U.S. government, or other political subdivision of a state, the U.S. government or foreign country that provides health insurance coverage to individuals enrolled in the plan; or
10. A health benefit plan under section 5 (e) of the Peace Corps Act (22 U.S.C. 2504 (e)).

A State Children's Health Insurance Program (CHIP), under Title XXI of the Social Security Act, is creditable coverage, whether it is a stand-alone separate program, a CHIP Medicaid expansion program, or a combination program, and whether it is provided through a group health plan, health insurance, or any other mechanism.

CMS Insurance Standards Bulletin, Transmittal No. 05-01 clarified that:

"Any public health plan, including a plan established or maintained by the U. S. government, or a foreign country, is creditable coverage for purposes of identifying eligible individuals under Part B of Title XXVII of the Public Health Service Act (PHS Act)".

Single Coverage—the enrollment of only the Enrollee under this Policy.

Surgery—within the scope of a Provider's license, the performance of:

1. Generally accepted operative and cutting procedures.
2. Endoscopic examinations and other invasive procedures using specialized instruments.
3. The correction of fractures and dislocations.
4. Customary preoperative and postoperative care.

Totally Disabled (or Total Disability)—as certified in writing by an attending Physician, a condition resulting from Disease, Illness or Accidental Injury causing:

1. An Enrollee's inability to perform the principal duties of the regular employment or occupation for which the Enrollee is or becomes qualified through education, training, or experience; and the Enrollee is not in fact engaged in any work profession, or avocation for fees, gain, or profit; or
2. An enrolled Eligible Dependent to be so disabled and impaired as to be unable to engage in the normal activities of an individual of the same age and gender.

Two-Party Coverage—the enrollment of the Enrollee and one (1) Eligible Dependent under this Policy.

Waiting Period—a specified period of enrollment that must be completed before benefits are available for certain Covered Services.

EXCLUSIONS AND LIMITATIONS SECTION

In addition to the exclusions and limitations listed elsewhere in this Policy, the following exclusions and limitations apply to the entire Policy, unless otherwise specified.

I. General Exclusions and Limitations

There are no benefits for services, supplies, drugs or other charges that are:

- A.** Procedures that are not included in the Closed List of Dental Covered Services; or that are not Medically Necessary for the care of an Insured's covered dental condition; or that do not have uniform professional endorsement.
- B.** Charges for services that were started prior to the Insured's Effective Date. The following guidelines will be used to determine the date when a service is deemed to have been started:
 - 1. For full dentures or partial dentures: on the date the final impression is taken.
 - 2. For fixed bridges, crowns, inlays or onlays: on the date the teeth are first prepared and a final impression taken.
 - 3. For root canal therapy: on the date the pulp chamber is opened and the canals are explored to the apex.
 - 4. For periodontal Surgery: on the date the Surgery is actually performed.
 - 5. For all other services: on the date the service is performed.
 - 6. For orthodontic services, if benefits are available under this Policy: on the date any bands or other appliances are first inserted.
- C.** Cast restorations (crowns, inlays or onlays) for teeth that are restorable by other means (i.e., by amalgam or composite fillings).
- D.** Replacement of an existing crown, inlay or onlay that was installed within the preceding seven (7) years or replacement of an existing crown, inlay or onlay that can be repaired.
- E.** Appliances, restorations or other services provided or performed solely to change, maintain or restore vertical dimension or occlusion.
- F.** A service for cosmetic purposes.
- G.** In excess of the Maximum Allowance.
- H.** A replacement of a partial or full removable denture for fixed bridgework, or the addition of teeth thereto, if involving a replacement or modification of a denture or bridgework that was installed during the preceding seven (7) years.
- I.** Orthodontic services and supplies unless otherwise specifically listed in the Closed List of Dental Covered Services.
- J.** Replacement of lost or stolen appliances.
- K.** Ridge augmentation procedures unless otherwise specifically listed in the Closed List of Dental Covered Services.
- L.** Any procedure, service or supply other than alveoloplasty or alveolectomy required to prepare the alveolus, maxilla or mandible for a prosthetic appliance. Excluded services include, but are not limited to, vestibuloplasty, stomatoplasty and bone grafts (either synthetic or autogenous) to the alveolars, maxilla or mandible, unless otherwise specifically listed in the Closed List of Dental Covered Services.
- M.** Any procedure, service or supply required directly or indirectly to treat or diagnose a muscular, neural, orthopedic or skeletal disorder, dysfunction or Disease of the temporomandibular joint (jaw hinge) and its associated structures including, but not limited to, myofascial pain dysfunction syndrome.

- N.** Orthognathic Surgery, including, but not limited to, osteotomy, ostectomy and other services or supplies to augment or reduce the upper or lower jaw.
- O.** Temporary dental services. Charges for temporary services are considered an integral part of the final dental services and are not separately payable. Provisional services will be considered permanent and will have standard replacement frequencies applied.
- P.** Any service, procedure or supply for which the prognosis for success is not reasonably favorable as determined by BCI at least three (3) years.
- Q.** Myofunctional therapy and biofeedback procedures.
- R.** For hospital Inpatient or Outpatient care for extraction of teeth or other dental procedures.
- S.** Diagnostic casts.
- T.** Occlusal adjustments.
- U.** Not prescribed by or upon the direction of a Provider.
- V.** Investigational in nature.
- W.** Provided for any condition, Disease, Illness or Accidental Injury to the extent that the Insured is entitled to benefits under occupational coverage, obtained or provided by or through the employer under state or federal Workers' Compensation Acts or under Employer Liability Acts or other laws providing compensation for work-related injuries or conditions. This exclusion applies whether or not the Insured claims such benefits or compensation or recovers losses from a third party.
- X.** Provided or paid for by any federal governmental entity or unit except when payment under this Policy is expressly required by federal law, or provided or paid for by any state or local governmental entity or unit where its charges therefor would vary, or are or would be affected by the existence of coverage under this Policy.
- Y.** Provided for any condition, Accidental Injury, Disease or Illness suffered as a result of any act of war or any war, declared or undeclared.
- Z.** Furnished by a Provider who is related to the Insured by blood or marriage and who ordinarily dwells in the Insured's household.
- AA.** Received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust or similar person or group.
- AB.** For personal hygiene, comfort, beautification or convenience items even if prescribed by a Dentist, including but not limited to, air conditioners, air purifiers, humidifiers, physical fitness equipment or programs.
- AC.** For telephone consultations; for failure to keep a scheduled visit or appointment; for completion of a claim form; for interpretation services; or for personal mileage, transportation, food or lodging expenses or for mileage, transportation, food or lodging expenses billed by a Dentist or other Provider.
- AD.** For Congenital Anomalies, or for developmental malformations, unless the patient is an Eligible Dependent child.
- AE.** For treatment or other health care of any Insured in connection with an Illness, Disease, Accidental Injury or other condition which would otherwise entitle the Insured to Covered Services under this Policy, if and to the extent those benefits are payable to or due the Insured under any medical payments provision, no fault provision, uninsured motorist provision, underinsured motorist provision, or other first party or no fault provision of any automobile, homeowner's or other similar policy of insurance, contract or underwriting plan;

In the event Blue Cross of Idaho for any reason makes payment for or otherwise provides benefits excluded by this provision, it shall succeed to the rights of payment or reimbursement of the compensated Provider, the Insured, and the Insured's heirs and personal representative against all insurers, underwriters, self-insurers or other such obligors contractually liable or obliged to the Insured or their estate for such services, supplies, drugs or other charges so provided by Blue Cross of Idaho in connection with such Illness, Disease, Accidental Injury or other condition.

- AF.** For which an Insured would have no legal obligation to pay in the absence of coverage under this Policy or any similar coverage; or for which no charge or a different charge is usually made in the absence of insurance coverage; or charges in connection with work for compensation or charges; or for which reimbursement or payment is contemplated under an agreement with a third party.
- AG.** Provided to persons who were enrolled as Eligible Dependents after they cease to qualify as Eligible Dependents due to a change in Eligibility status which occurs during the Policy term.
- AH.** Provided outside the United States, which if had been provided in the United States, would not be Covered Services under this Policy.
- AI.** Not directly related to the care and treatment of an actual condition, Illness, Disease or Accidental Injury.
- AJ.** For acupuncture or hypnosis.
- AK.** Repair, removal, cleansing or reinsertion of Implants, unless otherwise specifically listed in the Closed List of Dental Covered Services.
- AL.** Denture duplication.
- AM.** Oral hygiene instruction.
- AN.** Treatment of jaw fractures.
- AO.** Charges for acid etching.
- AP.** Charges for oral cancer screening which are included in a regular oral examination.
- AQ.** No benefits are available for replacement and/or repair of orthodontic appliances. This includes removable and/or fixed retainers.
- AR.** Support service(s) provided for a non-Covered Service.

II. Conditions

- A. Right to Review Dental Work**
Before providing benefits for Covered Services, Blue Cross of Idaho has the right to refer the Insured to a Dentist of its choice and at its expense to verify the need, quantity and quality of dental work claimed as a benefit under this section.
- B. Care Rendered by More Than One Dentist**
If an Insured transfers from the care of one Dentist to another Dentist during a Dental Treatment Plan, or if more than one Dentist renders services for one dental procedure, Blue Cross of Idaho will pay no more than the amount that it would have paid had but one Dentist rendered the service.
- C. Alternate Treatment Plan**
If a Dentist and an Insured select a Dental Treatment Plan other than that which is customarily provided by the dental profession, payments of benefits available under this section shall be limited to the Dental Treatment Plan that is the standard and most economical, according to generally accepted dental practices.

GENERAL PROVISIONS SECTION**I. Entire Policy—Changes**

This Policy, which includes only the Benefits Outline, Group application, individual enrollment application, data and information, Insured identification cards, and any written endorsements, riders, amendments or other written agreements, and any policies, terms, conditions, or requirements incorporated by reference at bcidaho.com approved in writing by an authorized Blue Cross of Idaho officer, is the entire Policy between the Group and BCI. No agent or representative of Blue Cross of Idaho, other than a Blue Cross of Idaho officer, may change this Policy or waive any of its provisions. This Policy supplants and replaces any and all previous oral or written agreements, certificates, contracts, policies or representations, which shall have no further force and effect.

II. Records of Insured Eligibility and Changes in Insured Eligibility

A. The Group shall furnish completed applications or other BCI approved forms required by BCI for it to provide coverage of the Group's Insureds under this Policy. In addition, the Group will provide written notification to BCI within thirty (30) days of the Effective Date of any changes in an Insured's enrollment and benefit coverage status under this Policy.

B. A notification by the Group to BCI must be furnished on BCI approved forms, and according to rules and regulations of BCI. The notification must include all information reasonably required by BCI to effect changes, and must be accompanied by payment of applicable premiums.

III. Termination or Modification of this Policy

A. The Group or BCI may unilaterally terminate or modify the terms of this Policy as required by statutory and/or regulatory changes. Such termination or modification shall be effective immediately or as required by the statutory or regulatory change. BCI shall give the Group written notice of such modification or termination.

B. This Policy may be unilaterally terminated by BCI for any of the following:

1. For the Group's fraud or intentional misrepresentation of a material fact.
2. If BCI elects not to renew all of its Health Benefit Plans delivered or issued for delivery to Large Employers in the state of Idaho. In which case, BCI will provide notice to the Group and its Insureds of such nonrenewal at least one hundred eighty (180) days in advance of the date of nonrenewal.

C. If the Group fails to pay premiums as agreed in the Eligibility and Enrollment Section, this Policy will terminate without notice at the end of the period for which the last premiums were paid. However, if the Group makes premium payments within sixty (60) days after the due date, BCI will reinstate this Policy as of the due date. No benefits are available during this sixty (60) day period unless all premiums are properly paid before expiration of the sixty (60) day period.

D. No more than 120 days prior to the date of annual renewal, BCI must provide to the Group a written proposal of renewal rates for the then current benefit plan.

IV. Termination or Modification of an Insured's Coverage Under this Policy

A. If an Enrollee ceases to be an Eligible Employee or the Group does not remit the required premium, the Enrollee's coverage and the coverage of any and all enrolled Eligible Dependents will terminate on the last day of the last month for which payment was made.

B. Except as provided in this paragraph, coverage for an Insured who is no longer eligible under this Policy will terminate on the date an Insured no longer qualifies as an Insured, as defined in the Eligibility and Enrollment Section. Coverage will not terminate because of age for an Insured who is a dependent child incapable of self-sustaining employment by reason of intellectual disability or physical handicap, who became so incapable prior to reaching the age limit, and who is chiefly dependent on the Enrollee for support and maintenance, provided the Enrollee, within thirty-one (31) days of when the dependent child reaches the age limit, has submitted to BCI (at the Enrollee's expense) a Physician's certification of such dependent child's incapacity. BCI may require, at reasonable intervals during the two (2) years following when the child reaches the age limit, subsequent proof of the child's continuing disability and dependency. After two (2) years, BCI may require such subsequent proof once each year. Coverage for the dependent child will

continue so long as this Policy remains in effect, the child's disability and financial dependency exists, and the child has not exhausted benefits.

- C. Termination or modification of this Policy automatically terminates or modifies all of the Insured's coverage and rights hereunder. It is the responsibility of the Group to notify all of its Insureds of the termination or any modification of this Policy, and BCI's notice to the Group, upon mailing or any other delivery, constitutes complete and conclusive notice to the Insureds.
- D. Except as otherwise provided in this Policy, no benefits are available to an Insured for Covered Services rendered after the date of termination of an Insured's coverage.
- E. Prior to legal finalization of an adoption, the coverage provided in this Policy for a child placed for adoption with an Enrollee continues as it would for a naturally born child of the Enrollee until the first of the following events occurs:
 - 1. The date the child is removed permanently from placement and the legal obligation terminates, or
 - 2. The date the Enrollee rescinds, in writing, the agreement of adoption or the agreement assuming financial responsibility.

If one (1) of the foregoing events occurs, coverage terminates on the last day of the month in which such event occurs.

- F. Coverage under this Policy will terminate for an Eligible Dependent on the last day of the month the Insured no longer qualifies as an Eligible Dependent due to a change in eligibility status.
- G. The Group may retroactively terminate an Insured no more than ninety (90) days prior to the date BCI receives the request if the following conditions are satisfied: 1) the Insured had no expectation of coverage after the requested effective date of termination; and 2) the retroactive cancellation is due to a delay in administrative record-keeping that occurred in the normal course of business. If an Insured for whom the Group requests retroactive termination has incurred claims after the requested termination date for which BCI has already paid before the request for termination was received, Premium is due and must be paid for the Insured for the monthly period in which Claims were incurred.

V. Benefits After Termination of Coverage

- A. When this Policy remains in effect but an Insured's coverage terminates for reasons other than those specified in General Provisions IV.E., benefits will be continued:
 - 1. If the Insured is eligible for and properly elects continuation coverage in accordance with the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any amendments thereto.

Most employers who employ twenty (20) or more people on a typical business day are subject to COBRA. If the Group is subject to COBRA, an Insured may be entitled to continuation coverage. Insureds should check with the Group for details.
 - 2. For Covered Services of an Insured who is being treated as an Inpatient on the day the Insured's coverage terminates, but only until the Insured is discharged, or the end of the Benefit Period in which coverage terminated, or until benefits are exhausted, whichever occurs first. Benefits for Covered Services are limited to the Inpatient treatment of the condition, Accidental Injury, Disease or Illness causing the Inpatient confinement.
- B. When the Group or BCI terminates this Policy, benefits will be continued:
 - 1. For Covered Services of an Insured who is being treated as an Inpatient on the day the Insured's coverage terminates, but only until the Insured is discharged, or the end of the Benefit Period in which coverage terminated, or until benefits are exhausted, whichever occurs first. Benefits for Covered Services are limited to the Inpatient treatment of the condition, Accidental Injury, Disease or Illness causing the Inpatient confinement.
 - 2. For Covered Services directly related to a pregnancy that existed on the date of termination, in accordance with state law and regulations. Such Covered Services are subject to all the terms, limitations, and provisions of this Policy and will be provided for no more than twelve (12) consecutive months following the date coverage terminates or until the conclusion of the pregnancy, or until replacement coverage is in effect according to General Provisions section XXIX. of this

- Policy, whichever occurs first.
3. For Covered Services directly related to a Total Disability that existed on the date of termination, in accordance with state law and regulations. Such Covered Services are subject to all the terms, limitations, and provisions of this Policy and will be provided for no more than twelve (12) consecutive months following the date coverage terminates or until the Total Disability ceases, whichever occurs first.

VI. Transfer Privilege

An Insured is eligible to transfer their dental care coverage to a BCI individual policy if the Insured ceases to be eligible for coverage under this Policy. If an Insured's enrollment status changes as indicated below, the following Insureds may apply for transfer:

- A. The Enrollee, if the Enrollee ceases to be an Eligible Employee as specified in the Eligibility and Enrollment Section. The Enrollee may include enrolled Eligible Dependents in the Enrollee's application for transfer.
- B. An enrolled dependent child who ceases to be an Eligible Dependent as specified in the Eligibility and Enrollment Section.
- C. The Enrollee's spouse (if an Insured) upon entry of a final decree of divorce or annulment.
- D. The Enrollee's enrolled Eligible Dependents upon the Enrollee's death.

To apply for a transfer, the Insured must submit a completed application and the appropriate premium to BCI within thirty (30) days after the loss of eligibility of coverage. If approved, benefits under the new policy are subject to the rates, regulations, terms, and provisions of the new policy.

If the Group or BCI terminates this Policy, and the Group provides another dental care plan to its employees effective immediately after the termination of this Policy, no Insured will be entitled to this transfer privilege.

VII. Contract Between BCI and the Group—Description Of Coverage

This Policy is a contract between BCI and the Group. BCI will provide the Group with a copy of the Policy. This Policy shall not be construed as a contract between BCI and any Enrollee. BCI's mailing or other delivery of this Policy to the Group constitutes complete and conclusive issuance and delivery thereof to each Enrollee.

VIII. Applicable Law

This Policy shall be governed by and interpreted according to the laws of the state of Idaho. BCI and the Group consent to the jurisdiction of the state courts of Ada County in the state of Idaho in the event of any dispute between them. The rights of the Insureds and coverage under this Policy may be affected by applicable state and federal laws, including without limitation the Health Insurance Portability and Accountability Act.

IX. Notice

Any notice required under this Policy must be in writing. BCI's notices to the Group will be sent to the Group's mailing address or electronic address as they appear on BCI's records, and mailing or any delivery to the Group constitutes complete and conclusive notice to the Insureds. Notice given to BCI must be sent to BCI's address contained in the Group Application. The Group shall give BCI immediate written notice of any change of address for the Group or any of its Insureds. BCI shall give the Group immediate written notice of any change in BCI's address. When BCI is required to give advice or notice, the depositing of such advice or notice with the U.S. Postal Service, regular mail, or the other delivery, including electronic distribution, conclusively constitutes the giving of such advice or notice on the date of such mailing or delivery.

X. Benefits to Which Insureds are Entitled

- A. Subject to all of the terms of this Policy, an Insured is entitled to benefits for Covered Services in the amounts specified in the benefit sections and/or in the Benefits Outline.
- B. Benefits will be provided only if Covered Services are prescribed by, or performed by, or under the direction of a Covered Provider.
- C. Benefits for Covered Services specified in this Policy are provided only for Covered Services that are rendered by the Covered Providers specified in the benefits sections of this Policy and that are regularly and customarily included in such Covered Providers' charges.

- D.** Covered Services are subject to the availability of Providers and the ability of the employees of such Providers to provide such services. BCI shall not assume nor have any liability for conditions beyond its control that affect the Insured's ability to obtain Covered Services.

XI. Notice of Claim

BCI is not liable under this Policy to provide benefits unless a proper claim is furnished to BCI that shows Covered Services have been rendered to an Insured. A claim must be provided within one (1) year from the date a Covered Service is rendered. The claim must include all the data necessary for BCI to determine benefits.

XII. Release and Disclosure of Medical Records and Other Information

In order to effectively apply the provisions of this Policy, BCI may obtain information from Providers and other entities pertaining to any health related services that the Insured may receive or may have received in the past. BCI may also disclose to Providers and other entities, information obtained from the Insured's transactions such as policy coverage, premiums, payment history and claims data necessary to allow the processing of a claim and for other health care operations. To protect the Insured's privacy, BCI treats all information in a confidential manner. For further information regarding BCI's privacy policies and procedures, the Insured may request a copy of BCI's Notice of Privacy Practices by contacting Customer Service at the number provided in this Policy.

Each Insured also authorizes disclosures to the employer, association, trust fund, union, or similar entity to which this Policy is issued for purposes of utilization review or audit and such other disclosures as may be permitted or required by law.

XIII. Exclusion of General Damages

Liability under this Policy for benefits conferred hereunder, including recovery under any claim or breach of this Policy, is limited to the actual benefits for Covered Services as provided herein and shall specifically exclude any claim for general damages, including but not limited to, alleged pain, suffering or mental anguish, or for economic loss, or consequential loss or damages.

XIV. Payment of Benefits

- A.** The Insured authorizes BCI to make payments directly to Providers rendering Covered Services to the Insured for benefits provided under this Policy. Notwithstanding this authorization, BCI reserves and has the right to make such payments directly to the Insured. Except as provided by law, BCI's right to pay an Insured directly is not assignable by an Insured nor can it be waived without BCI's concurrence nor may the right to receive benefits for Covered Services under this Policy be transferred or assigned, either before or after Covered Services are rendered.
- B.** Once Covered Services are rendered by a Provider, BCI is not obligated to honor Insured requests not to pay claims submitted by such Provider, and BCI shall have no liability to any person because of its rejection of such request. However, for good cause and in its sole discretion, BCI may nonetheless deny all or any part of any Provider claim.

XV. Insured/Provider Relationship

- A.** The choice of a Provider is solely the Insured's.
- B.** BCI does not render Covered Services but only makes payment for Covered Services received by Insureds. BCI is not liable for any act or omission or for the level of competence of any Provider, and BCI has no responsibility for a Provider's failure or refusal to render Covered Services to an Insured.
- C.** The use or nonuse of an adjective such as Contracting or Noncontracting is not a statement as to the ability of the Provider.

XVI. Participating Plan

BCI may, in its sole discretion, make an agreement with any appropriate entity (referred to as a Participating Plan) to provide, in whole or in part, benefits for Covered Services to Insureds, but it shall have no obligation to do so.

XVII. Coordination of this Policy's Benefits with Other Benefits

This Coordination of Benefits (COB) provision applies when an Insured has health care coverage under more than one (1) Contract. Contract is defined below.

The Order of Benefit Determination Rules govern the order in which each Contract will pay a claim for benefits. The Contract that pays first is called the Primary Contract. The Primary Contract must pay benefits in accordance with its policy terms without regard to the possibility that another Contract may cover some expenses. The Contract that pays after the Primary Contract is the Secondary Contract. The Secondary Contract may reduce the benefits it pays so that payments from all Contracts does not exceed one hundred percent (100%) of the total Allowable Expenses.

A. Definitions

1. A Contract is any of the following that provides benefits or services for medical or dental care or treatment. If separate Contracts are used to provide coordinated coverage for members of a group, the separate Contracts are considered parts of the same Contract and there is no COB among those separate contracts.
 - a) Contract includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, Closed Panel Plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
 - b) Contract does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefit for non-medical components of long-term care policies; Medicare supplement policies; Medicare or any other federal governmental plans, unless permitted by law.

Each Contract for coverage under a) or b) is a separate Contract. If a Contract has two (2) parts and COB rules apply only to one (1) of the two (2), each of the parts is treated as a separate Contract.

2. This Contract means, in a COB provision, the part of the Contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Contracts. Any other part of the Contract providing health care benefits is separate from this plan. A Contract may apply one (1) COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, any may apply under COB provision to coordinate other benefits.
3. The Order of Benefit Determination Rules determine whether This Contract is a Primary Contract or Secondary Contract when the Insured has health care coverage under more than one (1) Contract. When This Contract is primary, it determines payment for its benefits first before those of any other Contract without considering any other Contract's benefits. When This Contract is secondary, it determines its benefits after those of another Contract and may reduce the benefits it pays so that all Contract benefits do not exceed one hundred percent (100%) of the total Allowable Expense.
4. Allowable Expense is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Contract covering the Insured. When a Contract provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Contract covering the Insured is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- a) The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Contracts provides coverage for private hospital room expenses.
- b) If an Insured is covered by two (2) or more Contracts that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology, or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

- c) If an Insured is covered by two (2) or more Contracts that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees it not an Allowable Expense.
 - d) If an Insured is covered by one (1) Contract that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Contract that provides its benefits or services on the basis of negotiated fees, the Primary Contract's payment arrangement shall be the Allowable Expense for all Contracts. However, if the provider has contracted with the Secondary Contract to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Contract's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Contract to determine its benefits.
 - e) The amount of any benefit reduction by the Primary Contract because a covered person has failed to comply with the Contract provisions is not an Allowable Expense. Examples of these types of Contract provisions include second surgical opinions, pre-certificate of admissions, and preferred provider arrangements.
- 5. Closed Panel Plan is a Contract that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Group, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
 - 6. Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

B. Order of Benefit Determination Rules

When an Insured is covered by two (2) or more Contracts, the rules for determining the order of benefit payments are as follows:

- 1. The Primary Contract pays or provides its benefits according to its terms of coverage and without regard to the benefits of any other Contract.
- 2.
 - a) Except as provided in Paragraph 2.b) below, a Contract that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Contracts state that the complying Contract is primary.
 - b) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Contract provided by the Contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
- 3. A Contract may consider the benefits paid or provided by another Contract in calculating payment of its benefits only when it is secondary to that other Contract.
- 4. Each Contract determines its order of benefits using the first of the following rules that apply:
 - a) Non-Dependent or Dependent. The Contract that covers the Insured other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Contract and the Contract that covers the Insured as a dependent is the Secondary Contract. However, if the Insured is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Contract covering the Insured as a dependent; and primary to the Contract covering the Insured as other than a dependent (e.g. a retired employee); then the order of benefits between the two Contracts is reversed so that the Contract covering

the Insured as an employee, member, policyholder, subscriber or retiree is the Secondary Contract and the other Contract is the Primary Contract.

- b) **Dependent Child Covered Under More Than One Contract.** Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Contract the order of benefits is determined as follows:
- (1) For a dependent child whose parents are married or are living together, whether or not they have ever been married: The Contract of the parent whose birthday falls earlier in the calendar year is the Primary Contract; or if both parents have the same birthday, the Contract that has covered the parent the longest is the Primary Contract.
 - (2) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
 - i. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Contract of that parent has actual knowledge of those terms, that Contract is primary. This rule applies to Contract year commencing after the Contract is given notice of the court decree;
 - ii. If a court decree states both parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage, the provisions of Subparagraph (1) above shall determine the order of benefits;
 - iii. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (1) shall determine the order of benefits; or
 - iv. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
 1. The Contract covering the Custodial Parent;
 2. The Contract covering the spouse of the Custodial Parent;
 3. The Contract covering the non-Custodial Parent; and then
 4. The Contract covering the spouse of the non-Custodial Parent.

For a dependent child covered under more than one Contract of individuals who are not the parents of the child, the provisions of Subparagraph (1) or (2) above shall determine the order of benefits as if those individuals were the parents of the child.

- c) **Active Employee or Retired or Laid-off Employee.** The Contract that covers an Insured as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Contract. The Contract covering that same Insured as a retired or laid-off employee is the Secondary Contract. The same would hold true if an Insured is a dependent of an active employee and that same Insured is a dependent of a retired or laid-off employee. If the other Contract does not have this rule, and as a result, the Contracts do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4.a) can determine the order of benefits.
- d) **COBRA or State Continuation Coverage.** If an Insured whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Contract, the Contract covering the Insured as an employee, member, subscriber or retiree or covering the Insured as a dependent of an employee, member, subscriber or retiree is the Primary Contract and the COBRA or state or other federal continuation coverage is the Secondary Contract. If the other Contract does not have this rule, and as a result, the Contracts do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4.a) can determine the order of benefits.

- e) Longer or Shorter Length of Coverage. The Contract that covered the Insured as an employee, member, policyholder, subscriber, or retiree longer is the Primary Contract and the Contract that covered the Insured the shorter period of time is the Secondary Contract.
- f) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Contracts meeting the definition of Contract. In addition, This Contract will not pay more than it would have paid had it been the Primary Contract.

C. Effect on The Benefits of this Contract

1. When This Contract is secondary, it may reduce its benefits so that the total benefits paid or provided by all Contracts during a Contract year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Contract will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Contract that is unpaid by the Primary Contract. The Secondary Contract may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Contract, the total benefits paid or provided by all Contracts for the claim do not exceed the total Allowable Expenses for that claim. In addition, the Secondary Contract shall credit to its Contract deductible any amounts it would have credited to its deductible in the absence of other health care coverage.
2. If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Contract and other Closed Panel Plans.

D. Facility of Payment

A payment made under another Contract may include an amount that should have been paid under This Contract. If it does, BCI may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Contract. BCI 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 the reasonable cash value of the benefits provided in the form of services.

E. Right of Recovery

If the amount of the payments made by BCI is more than it should have paid under this COB provision, it may recover the excess from one or more of the Insureds it has paid or for whom it has paid; or any other Insured or organization that may be responsible for the benefits or services provided for the covered Insured. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

XVIII. Indemnity by the Group and Blue Cross of Idaho

Anything contained in this Policy notwithstanding, including any limitation on damages, the Group and BCI agree to defend, indemnify and hold harmless the other from and against any claim, demand, expense, loss, damage, cost, judgment, fee or liability the other receives, incurs or sustains that is caused by or arises out of any negligent act or omission of the indemnifying party related to this Policy. The indemnification obligation of the Group is subject to the limitations of the Idaho Tort Claims Act, including dollar amounts.

XIX. Incorporated by Reference

All of the terms, limitations and exclusions of coverage contained in this Policy are incorporated by reference into all sections, endorsements, riders, and amendments and are as effective as if fully expressed in each one unless specifically noted to the contrary.

XX. Inquiry and Appeals Procedures

A. Informal Inquiry

For any initial questions concerning a claim, an Insured should call or write BCI’s Customer Service Department. BCI’s phone numbers and addresses are listed on the Explanation of Benefits (EOB).

B. Formal Appeal

An Insured, or their authorized representative, who wishes to formally appeal a Pre-Service Claim decision by BCI may do so through the following process:

1. An Insured may have an authorized representative pursue a benefit claim or an appeal of an Adverse Benefit Determination on their behalf. BCI requires that an Insured execute BCI's "Appointment of Authorized Representative" form before BCI determines that an individual has been authorized to act on behalf of the Insured. The form can be found on BCI's Website at www.bcidaho.com.
 2. A written appeal must be sent to the Appeals and Grievance Coordinator within one hundred eighty (180) days after receipt of the notice of Adverse Benefit Determination. Urgent claim appeals, and the documents in support of such appeals may be submitted by phone or facsimile. The appeal should set forth the reasons why the Insured contends BCI's decision was incorrect. Any written comments, documents or other relevant information may be submitted with the appeal.
 3. After receipt of the appeal, all facts, including those originally used in making the initial decision and any additional information that is sent or that is otherwise relevant, will be reviewed by a BCI Medical Director, or physician designee. For non-urgent claim appeals, BCI will mail a written reply to the Insured within fifteen (15) days after receipt of the written appeal. Urgent claim appeals will be notified orally within seventy-two (72) hours. If the original decision is upheld, the reply will state the specific reasons for denial and the specific provisions on which the decision is based. Each appeal will be processed as quickly as possible taking into account the medical exigencies of each claim.
 4. Furthermore, the Insured or their authorized representative has the right to reasonable access to, and copies of all documents, records, and other information that are relevant to the appeal.
 5. If the original, non-urgent claim decision is upheld upon reconsideration, the Insured may send an additional written appeal to the Appeals and Grievance Coordinator requesting further review. This appeal must set forth the reasons for requesting additional reconsideration and must be sent within thirty (30) days of BCI's mailing of the initial reconsideration decision. A BCI Medical Director who is not subordinate to the Medical Director or physician designee who decided the initial appeal, will issue a final decision after consideration of all relevant information. A final decision on the appeal will be made within fifteen (15) days of its receipt.
- C. An Insured, or their authorized representative, who wishes to formally appeal a Post-Service Claims decision by BCI may do so through the following process:
1. An Insured may have an authorized representative pursue a benefit claim or an appeal of an Adverse Benefit Determination on their behalf. BCI requires that an Insured execute BCI's "Appointment of Authorized Representative" form before BCI determines that an individual has been authorized to act on behalf of the Insured. The form can be found on BCI's Website at www.bcidaho.com.
 2. A written appeal must be sent to the Appeals and Grievance Coordinator within one hundred eighty (180) days after receipt of the notice of Adverse Benefit Determination. This written appeal should set forth the reasons why the Insured contends BCI's decision was incorrect. Any written comments, documents or other relevant information may be submitted with the appeal.
 3. After receipt of the written appeal, all facts, including those originally used in making the initial decision and any additional information that is sent or that is otherwise relevant, will be reviewed by a BCI Medical Director, or physician designee if the appeal requires medical judgment. BCI shall mail a written reply to the Insured within thirty (30) days after receipt of the written appeal. If the original decision is upheld, the reply will list the specific reasons for denial and the specific provisions on which the decision is based. Each appeal will be processed as quickly as possible.
 4. Furthermore, the Insured or their authorized representative has the right to reasonable access to, and copies of all documents, records, and other information that are relevant to the appeal.
 5. If the original decision is upheld upon reconsideration, the Insured may send an additional written appeal to the Appeals and Grievance Coordinator requesting *further review*. This appeal must set forth the reasons for requesting additional reconsideration and must be sent within sixty (60) days of BCI's mailing of the initial reconsideration decision. A BCI Medical Director who is not subordinate to the Medical Director or physician designee who decided the initial appeal, will issue a final decision after consideration of all relevant information, if the appeal requires medical judgment. A final decision on the appeal will be made within thirty (30) days of its receipt. If the appeal does not require medical judgment, a BCI Vice President who did not decide the initial appeal will issue the decision.

D. External Review

At BCI's discretion, an additional review is available for Adverse Benefit Determinations based upon medical issues including medical necessity and investigational treatment. An Insured must first exhaust both levels of the formal appeals process before submitting a request for External Review to the Appeals and Grievance Coordinator. A request for External Review must be sent within sixty (60) days of the date of BCI's second formal written appeal decision. External Review will be made by an impartial provider, associated with an independent review organization, who practices in the same or a similar specialty as the one involved in the review. The Independent Review Organization will issue a determination within sixty (60) days of receipt of the request for External Review.

Submission of an appeal for External Review is voluntary and does not affect an Insured's right to file a civil action under section 502(a) of the Employee Retirement Income Security Act (ERISA) following the exhaustion of the formal appeals process, except that the time to file such action shall be tolled while the External Review is pending.

XXI. Plan Administrator—COBRA

BCI is not the plan administrator for compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any amendments to it. Except for services BCI has agreed to perform regarding COBRA, the Group is responsible for satisfaction of notice, disclosure, and other obligations if these laws are applicable to the Group.

XXII. Reimbursement of Benefits Paid by Mistake

If BCI mistakenly makes payment for benefits on behalf of an Enrollee or their Eligible Dependent(s) that the Enrollee or their Eligible Dependent(s) is not entitled to under this Policy, the Enrollee must reimburse the erroneous payment to BCI.

The reimbursement is due and payable as soon as BCI notifies the Enrollee and requests reimbursement. BCI may also recover such erroneous payment from any other person or Provider to whom the payments were made. If reimbursement is not made in a timely manner, BCI may reduce benefits or reduce an allowance for benefits as a set-off toward reimbursement.

Even though BCI may elect to continue to provide benefits after mistakenly paying benefits, BCI may still enforce this provision. This provision is in addition to, not instead of, any other remedy BCI may have at law or in equity.

XXXIII. Subrogation and Reimbursement Rights and Obligations of Blue Cross of Idaho

The benefits of this Policy will be available to an Insured when the Insured is injured, suffers harm or incurs loss due to any act, omission, or defective or unreasonably hazardous product or service of another person, firm, corporation or entity (hereinafter referred to as "third party"). To the extent that such benefits for Covered Services are provided or paid for by Blue Cross of Idaho under this Policy or any other Blue Cross of Idaho plan, agreement, certificate, contract or policy, Blue Cross of Idaho shall be subrogated and succeed to the rights of the Insured or, in the event of the Insured's death, to the rights of their heirs, estate, and/or personal representative.

As a condition of receiving benefits for Covered Services in such an event, the Insured or their personal representative shall furnish Blue Cross of Idaho in writing with the names, addresses, and contact information of the third party or parties that caused or are responsible, or may have caused or may be responsible for such injury, harm or loss, and all facts and information known to the Insured or their personal representative concerning the injury, harm or loss. In addition, the Insured shall furnish the name and contact information of the liability insurer or its adjuster of the third party including the policy number of any liability insurance that covers, or may cover, such injury, harm, or loss.

Blue Cross of Idaho may at its option elect to enforce either or both of its rights of subrogation and reimbursement.

Subrogation is taking over the Insured's right to receive payments from other parties. The Insured or their legal representative will transfer to Blue Cross of Idaho any rights the Insured may have to take legal action arising from the injury, harm or loss to recover any sums paid on behalf of the Insured. Thus, Blue Cross of Idaho may initiate litigation at its sole discretion, in the name of the Insured, against any third party or parties. Furthermore, the Insured shall fully cooperate with Blue Cross of Idaho in its investigation, evaluation, litigation and/or collection efforts in connection with the injury, harm or loss and shall do nothing whatsoever to prejudice Blue Cross of Idaho's subrogation rights and efforts. Blue Cross of Idaho will be reimbursed in full for all benefits paid even if the Insured is not made whole or fully compensated by the recovery. Moreover, Blue Cross of Idaho is not responsible for any attorney's fees or other expenses or costs incurred by the Insured without prior written consent of Blue Cross of Idaho.

and, therefore, the “common fund” doctrine does not apply to any amounts recovered by any attorney the Insured hires regardless of whether amounts recovered are used to repay benefits paid by Blue Cross of Idaho, or otherwise.

Additionally, Blue Cross of Idaho may at its option elect to enforce its right of reimbursement from the Insured, or their legal representative, of any benefits paid from monies recovered as a result of the injury, harm or loss. The Insured shall fully cooperate with Blue Cross of Idaho in its investigation, evaluation, litigation and/or collection efforts in connection with the injury, harm or loss and shall do nothing whatsoever to prejudice Blue Cross of Idaho’s reimbursement rights and efforts.

The Insured shall pay Blue Cross of Idaho as the first priority, and Blue Cross of Idaho shall have a constructive trust and an equitable lien on, all amounts from any recovery by suit, settlement or otherwise from any third party or parties or from any third party’s or parties’ insurer(s), indemnitor(s) or underwriter(s), to the extent of benefits provided by Blue Cross of Idaho under this Policy, regardless of how the recovery is allocated (*i.e.*, pain and suffering) and whether the recovery makes the Insured whole. Thus, Blue Cross of Idaho will be reimbursed by the Insured, or their legal representative, from monies recovered as a result of the injury, harm or loss, for all benefits paid even if the Insured is not made whole or fully compensated by the recovery. Moreover, Blue Cross of Idaho is not responsible for any attorney’s fees or other expenses or costs incurred by the Insured without prior written consent of Blue Cross of Idaho and, therefore, the “common fund” doctrine does not apply to any amounts recovered by any attorney the Insured hires regardless of whether amounts recovered are used to repay benefits paid by Blue Cross of Idaho, or otherwise.

To the extent that Blue Cross of Idaho provides or pays benefits for Covered Services, Blue Cross of Idaho’s rights of subrogation and reimbursement extend to any right the Insured has to recover from the Insured’s insurer, or under the Insured’s “Medical Payments” coverage or any “Uninsured Motorist,” “Underinsured Motorist,” or other similar coverage provisions, and workers’ compensation benefits.

Blue Cross of Idaho shall have the right, at its option, to seek reimbursement from, or enforce its right of subrogation against, the Insured, the Insured’s personal representative, a special needs trust, or any trust, person or vehicle that holds any payment or recovery from or on behalf of the Insured including the Insured’s attorney.

Blue Cross of Idaho’s subrogation and reimbursement rights shall take priority over the Insured’s rights both for benefits provided and payments made by Blue Cross of Idaho for Covered Services, and for benefits to be provided or payments to be made by Blue Cross of Idaho in the future on account of the injury, harm or loss giving rise to Blue Cross of Idaho’s subrogation and reimbursement rights. Further, Blue Cross of Idaho’s subrogation and reimbursement rights for such benefits and/payments provided or to be provided are primary and take precedence over the rights of the Insured, even if there are deficiencies in any recovery or insufficient financial resources available to the third party or parties to totally satisfy all of the claims and judgments of the Insured and Blue Cross of Idaho.

Collections or recoveries made by an Insured for such injury, harm or loss in excess of such benefits provided and payments made shall first be allocated to such future benefits and payments that would otherwise be owed by the Plan on account of the injury, harm or loss giving rise to Blue Cross of Idaho’s subrogation and reimbursement rights, and shall constitute a Special Credit applicable to such future benefits and payments that would otherwise be owed by Blue Cross of Idaho under this or any subsequent Blue Cross of Idaho Plan or coverage. Thereafter, Blue Cross of Idaho shall have no obligation to provide any further benefits or make any further payments until the Insured has incurred medical expenses in treatment of such injury, harm, or loss equal to such Special Credit.

XXIV. Independent Blue Cross and Blue Shield Plans

The Group (on behalf of itself and its participants), hereby expressly acknowledges its understanding this Policy constitutes a contract solely between the Group and BCI, 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 BCI to use the Blue Cross Service Marks in the state of Idaho, and that BCI is not contracting as the agent of the Association. The Group, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Policy based upon representations by any person, entity, or organization other than BCI and that no person, entity, or organization other than BCI shall be held accountable or liable to the Group for any of BCI’s obligations to the Group created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of BCI other than those obligations created under other provisions of this Policy.

XXV. Statements

In the absence of fraud, all statements made by an applicant, or the policyholder, or by an enrolled person shall be deemed representations and not warranties, and no statement made for the purpose of acquiring insurance shall void such insurance or reduce benefits unless contained in a written instrument signed by the policyholder or the enrolled person.

XXVI. Replacement Coverage

If this Policy replaces prior Group coverage within sixty (60) days of the date of termination of prior coverage, BCI shall immediately cover all employees and dependents validly covered under the prior coverage at the date of termination who meet the Group's eligibility requirements and who would otherwise be eligible for coverage under this Policy, regardless of any exclusions or limitations relating to active employment or nonconfinement.

The previous paragraph is subject to all other provisions of Idaho Code Section 41-2215, including BCI's right to deduct from any benefits becoming payable under this Policy the amount of benefits under the prior Group coverage pursuant to an extension of benefits provision for Insureds who are Totally Disabled.

XXVII. Individual Benefits Management

Individual Benefits Management allows BCI to provide alternative benefits in place of specified Covered Services when alternative benefits allow the Insured to achieve optimum health care in the most cost-effective way.

The decision to allow alternative benefits will be made by BCI in its sole and absolute discretion on a case-by-case basis. BCI may allow alternative benefits in place of specified Covered Services when an Insured, or the Insured's legal guardian and their Physician concur in the request for and the advisability of alternative benefits. BCI reserves the right to modify, limit, or cease providing alternative benefits at any time.

A determination to cover alternative benefits for an Insured shall not be deemed to waive, alter, or affect BCI's right to reject any other requests or recommendations for alternative benefits.

XXVIII. Coverage and Benefits Determination

BCI is vested with authority and discretion to determine whether a claim for benefits is covered under the terms of this Policy, based on all the terms and provisions set forth in this Policy, and also to determine the amount of benefits owed on claims which are covered.

XXIX. Health Care Providers Outside the United States

The benefits available under this Policy are also available to Insureds traveling or living outside the United States. Reimbursement for Covered Services will be made directly to the Insured. BCI will require the original claim along with an English translation. It is the Insured's responsibility to provide this information.

BCI will reimburse covered Prescription Drugs purchased outside the United States by Insureds who live outside the United States where no suitable alternative exists. Reimbursement will also be made in instances where Insureds are traveling and new drug therapy is initiated for acute conditions or where emergency replacement of drugs originally prescribed and purchased in the United States is necessary. The reimbursable supply of drugs in travel situations will be limited to an amount necessary to assure continuation of therapy during the travel period and for a reasonable period thereafter.

Finally, there are no benefits for services, supplies, drugs or other charges that are provided outside the United States, which if had been provided in the United States, would not be a Covered Service under this Policy.

In witness whereof, BLUE CROSS OF IDAHO HEALTH SERVICE, INC., by its duly authorized officer, has executed this Policy.

Blue Cross of Idaho
Health Service, Inc.
PO Box 7408
Boise, ID 83707

A handwritten signature in black ink, appearing to read "Peter Sorensen". The signature is fluid and cursive, with the first name "Peter" and last name "Sorensen" clearly distinguishable.

Peter Sorensen
*Vice President Government and Commercial
Business*