

---

# Federal DentalBlue<sup>SM</sup> Standard Option

Your Dental Care  
Benefits Policy



**BlueCross BlueShield  
of Texas**

This benefit is neither offered nor guaranteed under contract with the FEHB Program, but is made available to all enrollees and family members who become members of the Blue Cross and Blue Shield Service Benefit Plan's Standard Option and live in Texas.

### **RIGHT TO EXAMINE THIS POLICY**

You have the right to examine this Policy for a 30-day period after its issuance. If for any reason you are not satisfied with the dental care benefit program described in this Policy, you may return the Policy and identification card(s) to Blue Cross and Blue Shield and void your coverage. Any premium paid to Blue Cross and Blue Shield will be refunded to you, provided that you have not had a Claim paid under this Policy before the end of the 30-day period.

### **NOTICE OF ANNUAL MEETING**

You are hereby notified that you are a Member of Health Care Service Corporation, a Mutual Legal Reserve Company, and you are entitled to vote in person, or by proxy, at all meetings of Members of Blue Cross and Blue Shield. The annual meeting is held at our principal office at 300 East Randolph, Chicago, Illinois each year on the last Tuesday in October at 12:30 p.m.

The term "Member" as used above refers only to the person to whom this Policy is issued.

A message from

## **BLUE CROSS AND BLUE SHIELD**

Health Care Service Corporation, a Mutual Legal Reserve Company, the Blue Cross and Blue Shield Plan serving the state of Texas will provide the dental care benefit program described in this Policy. In this Policy, we refer to our company as “Blue Cross and Blue Shield.” Please read your entire Policy very carefully. We hope that most of the questions you have about your coverage will be answered.

If you have any questions once you have read this Policy, please contact your local Blue Cross and Blue Shield office. It is important to all of us that you understand the protection this coverage gives you.

Welcome to Blue Cross and Blue Shield! We are happy to have you as a member and pledge you our best service.

Sincerely,



Raymond F. McCaskey  
President



Thomas C. Lubben  
Secretary

## **NOTICE**

Please note that Blue Cross and Blue Shield of Texas has contracts with many dental care Providers that provide for Blue Cross and Blue Shield to receive, and keep for its own account, payments, discounts and/or allowances with respect to the bill for services you receive from those Providers.

Please refer to the provision entitled “Blue Cross and Blue Shield’s Separate Financial Arrangements with Providers” in the GENERAL PROVISIONS section of this Policy for a further explanation of these arrangements.

## **WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-NETWORK PROVIDERS ARE USED**

You should be aware that when you elect to utilize the services of a Non-Network Provider for a Covered Service, benefit payments to such Non-Network Provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your policy’s fee schedule, usual and customary charge (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the policy. **YOU CAN EXPECT TO PAY MORE THAN THE COINSURANCE AMOUNT DEFINED IN THE POLICY AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.** Non-Network Providers may bill members for any amount up to the billed charge after the plan has paid its portion of the bill. Network Providers have agreed to accept discounted payments for services with no additional billing to the member other than Coinsurance and deductible amounts. You may obtain further information about the participating status of professional providers and information on out-of-pocket expenses by calling the toll free telephone number on your identification card.

## IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call Blue Cross and Blue Shield of Texas's toll-free telephone number for information or to make a complaint at:

**1-866-431-1598**

- You may also write to Blue Cross and Blue Shield at:

P. O. Box 23150  
Belleville, Illinois 62223-0059

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

- You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

- **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

- Usted puede llamar al numero de telefono gratis de Blue Cross and Blue Shield of Texas's para informacion o para someter una queja al:

**1-866-431-1598**

- Usted tambien puede escribir a Blue Cross and Blue Shield al:

P. O. Box 23150  
Belleville, Illinois 62223-0059

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

- **DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
- **UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# TABLE OF CONTENTS

SCHEDULE OF BENEFITS .....	1
DEFINITIONS SECTION .....	2
ELIGIBILITY, COVERAGE AND PREMIUM INFORMATION .....	4
Who Is Eligible	
Enrollment Period	
When Your Coverage Starts	
How This Policy Works	
Your Blue Cross and Blue Shield ID Card	
How to Change Your Coverage	
When Coverage Ends	
Payment of Premiums	
Continuation of Coverage	
Moving Outside of the Service Area	
DENTAL BENEFIT SECTION .....	7
Covered Services	
Benefit Payment for Dental Covered Services	
Important Information About Your Dental Benefits	
Information On Dental Discounts Available to You	
EXCLUSIONS .....	13
HOW TO FILE A CLAIM .....	15
Timely Payment of Claims	
Claim Review Procedures	
GENERAL PROVISIONS .....	17
Blue Cross and Blue Shield's Separate Financial Arrangements With Providers	
Payment of Claims and Assignment of Benefits	
Your Provider Relationships	
Claim Forms	
Grace Period	
Notice of Claim	
Proof of Loss	
Time of Payment of Claims	
Disclosure Authorization	
Entire Policy; Changes	
Notices	
Information and Records	
Limitations of Actions	
Death of the Insured—Refund of Premiums	
Time Limit on Certain Defenses	
State Government Programs	
Applicable Law	
Severability	
Service Mark Regulations	



## SCHEDULE OF BENEFITS

**Your dental care benefits are highlighted below. To fully understand all the terms, conditions, limitations, and exclusions which apply to your benefits, please read this entire Policy.**

Covered Services	Benefit Payable Service obtained from:	
	<u>Network Dentist</u>	<u>Non-Network Dentist</u>
<b>Coverage Level 1 Services include:</b> Diagnostic Evaluations Preventive Services Diagnostic Radiographs Miscellaneous Preventive Services	<b>100%</b> of Maximum Allowance	<b>100%</b> of Maximum Allowance
<b>Coverage Level 2 Services include:</b> Basic Restorative Services Non-Surgical Extractions Adjunctive Services	<b>80%</b> of Maximum Allowance	<b>80%</b> of Maximum Allowance
<b>Coverage Level 3 Services include:</b> Endodontic Services Surgical Periodontal Services Non-surgical Periodontal Services Oral Surgery Services Major Restorative Services* Prosthodontic Services* Miscellaneous Restorative and Prosthodontic Services*	<b>50%</b> of Maximum Allowance	<b>50%</b> of Maximum Allowance

### Orthodontia

**Not an insured benefit—see Dental Discounts provision**

A 20% discount, up to a maximum savings of \$1,000 is available to you for services received from a Network Dentist.

Annual Maximum Benefit (per individual for non-orthodontic services)	<b>\$1,250</b>
Deductible (applicable to Coverage Level 3 services only) per individual per year	<b>\$75</b>
per family per year	<b>\$225</b>

\*Benefit Waiting Period—You must be continuously covered under this Policy for twelve (12) months before being eligible for the following Covered Services: Major Restorative Services, Prosthodontic Services, and Miscellaneous Restorative and Prosthodontic Services.

## DEFINITIONS SECTION

Throughout this Policy, many words are used which have a specific meaning when applied to your dental care coverage. These terms will always begin with a capital letter. When you come across these terms while reading this Policy, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your benefits. If a term within a definition begins with a capital letter, that means that the term is also defined in these definitions. All definitions have been arranged in ALPHABETICAL ORDER.

**BENEFIT WAITING PERIOD.....**means the number of months that you must be continuously covered under this Policy before you are eligible to receive benefits for certain Covered Services.

**CLAIM.....**means notification in a form acceptable to Blue Cross and Blue Shield that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Claim Charge, and any other information which Blue Cross and Blue Shield may request in connection with services rendered to you.

**CLAIM CHARGE.....**means the amount which appears on a Claim as the Provider's charge for service rendered to you, without adjustment or reduction and regardless of any separate financial arrangement between Blue Cross and Blue Shield and a particular Provider. (See provisions of this Policy regarding "BLUE CROSS AND BLUE SHIELD'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS.")

**CLAIM PAYMENT.....**means the benefit payment calculated by Blue Cross and Blue Shield, after submission of a Claim, in accordance with the benefits described in this Policy. All Claim Payments will be calculated on the basis of the Eligible Charge for Covered Services rendered to you, regardless of any separate financial arrangement between Blue Cross and Blue Shield and a particular Provider. (See provisions of this Policy regarding "BLUE CROSS AND BLUE SHIELD'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS.")

**COINSURANCE.....**means a percentage of an eligible expense that you are required to pay toward a Covered Service.

**COURSE OF TREATMENT.....**means any number of dental procedures or treatments performed by a Dentist in a planned series resulting from a dental examination in which the need for such procedures or treatments was determined.

**COVERAGE DATE.....**means the date on which your coverage under this Policy begins.

**COVERED SERVICE.....**means a service and supply specified in this Policy for which benefits will be provided.

**DENTIST.....**means a duly licensed dentist.

A "Network Dentist" means a Dentist who has a written agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to provide services to you at the time you receive the services.

A "Non-Network Dentist" means a Dentist who does not have a written agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to provide services to you at the time you receive the services.

**HOSPITAL.....**means a duly licensed institution for the care of the sick which provides service under the care of a Physician including the regular provision of bedside nursing by registered nurses. It does not mean health resorts, rest homes, nursing homes, skilled nursing facilities, convalescent homes, custodial homes of the aged or similar institutions.

INVESTIGATIONAL OR INVESTIGATIONAL SERVICES AND SUPPLIES.....means procedures, drugs, devices, services and/or supplies which (1) are provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness and/or (2) are awaiting endorsement by the appropriate medical or dental specialty organization, or federal government agency for general use by the medical community at the time they are rendered to you, and (3) specifically with regard to drugs, combinations of drugs and/or devices, are not finally approved by the Federal Drug Administration at the time used or administered to you.

MAXIMUM ALLOWANCE.....means the amount determined by Blue Cross and Blue Shield, which Network Dentists have agreed to accept as payment in full for a particular dental Covered Service. All benefit payments for Covered Services rendered by Network Dentists will be based on the Schedule of Maximum Allowances. These amounts may be amended from time to time by Blue Cross and Blue Shield.

MEDICALLY NECESSARY.....SEE EXCLUSIONS SECTION OF THIS POLICY.

NETWORK DENTIST.....SEE DEFINITION OF DENTIST.

NON-NETWORK DENTIST.....SEE DEFINITION OF DENTIST.

OPEN SEASON.....means the period during the year when the United States government allows federal employees to enroll and make changes to their enrollment in the Federal Employee Program.

PHYSICIAN.....means a physician duly licensed to practice medicine in all of its branches.

PROVIDER.....means a Physician or Dentist, or entity duly licensed to render Covered Services to you.

A "Network Provider" means a Provider which has a written agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield Plan to provide services to you at the time you receive the services.

A "Non-Network Provider" means a Provider that does not meet the definition of Network Provider unless otherwise specified in the definition of a particular Provider.

SURGERY.....means the performance of any medically recognized, non-Investigational surgical procedure including specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by Blue Cross and Blue Shield.

TEMPOROMANDIBULAR JOINT DYSFUNCTION AND RELATED DISORDERS (TMJ).....means jaw joint conditions including temporomandibular joint disorders and craniomandibular disorders, and all other conditions of the joint linking the jaw bone and skull and the complex of muscles, nerves and other tissues relating to that joint.

## **ELIGIBILITY, COVERAGE AND PREMIUM INFORMATION**

### **WHO IS ELIGIBLE?**

To enroll in Federal DentalBlue Standard Option, you must be:

- An active employee of the United States Government; or
- A federal annuitant receiving retirement benefits as a former federal employee; and
- Enrolled in Standard Option; and
- Living in the Blue Cross and Blue Shield of Texas service area.

\*For details on which family members are eligible to enroll, please refer to the Service Benefit Plan.

### **ENROLLMENT PERIOD**

The Federal DentalBlue Standard benefits are based upon yearlong premiums. (For federal employees enrolled during the calendar year, the enrollment period and total premium liability are determined based on the effective date of enrollment.) If you cancel your Federal DentalBlue Standard coverage prior to 12 months of continued coverage, you will not be able to re-enroll during the next three Open Seasons.

### **WHEN YOUR COVERAGE STARTS**

Your coverage begins or renews on the same day as your Standard Option coverage.

- For active federal employees who are new Standard Option enrollees that enroll during Open Season, the effective date is the first day of the first full pay period in January.
- For annuitants who are new Standard Option enrollees that enroll during Open Season, the effective date is January 1.
- For active federal employees and annuitants currently enrolled in Standard Option, who are new enrollees during Open Season, the effective date is January 1.
- For federal employees hired during the calendar year, and enrolled at the time of hire, the effective date of enrollment is determined by the employing office.
- For employees enrolled in Standard Option who elect to enroll during the calendar year, the effective date is determined by Blue Cross and Blue Shield of Texas.

### **HOW THIS POLICY WORKS**

Federal DentalBlue Standard will provide benefits secondary to your Standard Option dental coverage, which will provide benefits first. Your Federal DentalBlue Standard will provide benefits up to the limits of this Policy. In other words, your two plans together will provide the maximum allowed under Federal DentalBlue Standard.

### **YOUR BLUE CROSS AND BLUE SHIELD ID CARD**

You will receive a Blue Cross and Blue Shield identification card. This card will tell you your Blue Cross and Blue Shield identification number and will be very important to you in obtaining your benefits. All eligible dependents listed on your application share your identification number. If you lose your card, you can still use your coverage. However, you need to call us for a replacement card.

Legal requirements govern the use of your card. You may not let anyone not named in your coverage use your card, nor may you let anyone not named in your coverage use or receive payment for benefits under Federal DentalBlue Standard.

### **HOW TO CHANGE YOUR COVERAGE**

You can change your coverage due to any change in your family status (for example, marriage, birth, adoption, obtaining legal guardianship of a child, divorce, etc.) After you have notified your personnel/payroll office, call

the customer service number on your identification card. If an enrollment change is needed, we will update our records and adjust your premiums accordingly. Your coverage under Federal DentalBlue Standard will not change until you have notified both your personnel/payroll office and us of your change in status.

## **WHEN COVERAGE ENDS**

Your coverage under this Policy (and the coverage of your dependents if you have family coverage) will end:

- When you don't pay the premiums for this coverage when due.
- When you no longer meet the eligibility requirements.
- When you or a covered dependent are no longer eligible for Standard Option coverage, your Federal DentalBlue Standard coverage will continue until the end of the month in which you lose eligibility.
- When you commit an act of fraud, permit fraud by another or misrepresent material facts.
- If you move out of the Blue Cross and Blue Shield of Texas service area, your coverage will end. Please refer to the provision entitled, "Moving Outside of the Service Area" (page 6) for details.

Remember, if you terminate your Federal DentalBlue coverage prior to 12 months of continuous coverage, you will not be have the opportunity to re-enroll during the next three Open Seasons.

## **YOUR APPLICATION FOR COVERAGE**

Any omission or misstatement of a material fact on your application will result in the cancellation or rescission of your Policy, retroactive to the Coverage Date. In the event of such cancellation, Blue Cross and Blue Shield will refund any premiums paid during the period for which cancellation is effected. However, Blue Cross and Blue Shield will deduct from the premium refund any amounts made in Claim Payments during this period and you will be liable for any Claim Payment amounts greater than the total amount of premiums paid during the period for which cancellation is effected.

At any time when Blue Cross and Blue Shield is entitled to rescind coverage already in force, Blue Cross and Blue Shield may instead, at its sole option, make an offer to reform the policy already in force, retroactive to the Coverage Date. Should you decline to accept the reformed policy, coverage will be rescinded.

## **PAYMENT OF PREMIUMS**

1. Premiums are due and payable on the due date.
2. Blue Cross and Blue Shield may establish a new premium for any of the benefits of this Policy on any of the following dates or occurrences:
  - a. any premium due date, provided Blue Cross and Blue Shield notifies you of the new premium amount at least 30 days in advance of such premium due date;
  - b. whenever the benefits of this Policy are increased, which may occur whenever required by law or whenever Blue Cross and Blue Shield gives notice of an increase in benefits.
3. If you fail to pay premiums to Blue Cross and Blue Shield within 31 days of the premium due date, this Policy will automatically terminate. Benefits will not be provided for expenses during this 31-day grace period or thereafter unless the premiums are paid within this period.

## **REINSTATEMENT**

If any premium is not paid within the time granted you for payment, a subsequent acceptance of premium by Blue Cross and Blue Shield or by any agent duly authorized by Blue Cross and Blue Shield to accept such premium, without requiring an application for reinstatement in connection with the premium payment, shall reinstate the Policy. However, if Blue Cross and Blue Shield or such agent requires an application for reinstatement and issues a conditional receipt for the premium given, the Policy will be reinstated upon approval of such application by

Blue Cross and Blue Shield or, lacking such approval, upon the 45th day following the date of such conditional receipt unless Blue Cross and Blue Shield has previously notified you in writing of its disapproval of such application.

You will have the same rights as you had under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed and attached hereto in connection with reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

### **CONTINUATION OF COVERAGE**

If you terminate coverage in Federal DentalBlue Standard, you are not entitled to a continuation of coverage or continuation of benefits. However, your Standard Option coverage will continue as long as you are eligible and enrolled.

### **MOVING OUTSIDE OF THE SERVICE AREA**

If you move out of the service area during the year, your coverage will continue through the end of the month. If you move to another service area that offers supplemental dental coverage to Federal Employee Program ("FEP") Standard Option members, you must enroll within 30 days to continue coverage. Claims for Standard Option services must be filed with the local Blue Cross and Blue Shield plan serving the area where services were received. Once you receive the Explanation of Benefits from Standard Option, it is your responsibility to file a separate Claim along with the Standard Option Explanation of Benefits with Blue Cross and Blue Shield of Texas for Federal DentalBlue Standard benefits. (See "How To File A Claim," on page 15.)

## DENTAL BENEFIT SECTION

An important part of proper health care is maintaining good dental health. This section of the Policy explains what dental services are covered and how much will be paid for them.

The benefits of this section are subject to all of the terms and conditions of this Policy. Please refer to the DEFINITIONS, ELIGIBILITY AND PREMIUM INFORMATION and EXCLUSIONS sections of this Policy for additional information regarding any limitations and/or special conditions pertaining to your benefits.

For benefits to be available, dental services must be Medically Necessary and rendered and billed for by a Dentist or Physician, unless otherwise specified. No payment will be made by Blue Cross and Blue Shield until after receipt of an Attending Dentist's Statement. In addition, benefits will be provided only if services are rendered on or after your Coverage Date.

### COVERED SERVICES

Your Dental Benefits include coverage for the following Covered Services as long as these services are rendered to you by a Dentist or a Physician. When the term "Dentist" is used in this Benefit Section, it will mean Dentist or Physician.

- **Diagnostic Evaluations**

Diagnostic evaluations aid the dentist in determining the nature or cause of a dental disease and include:

- a. Periodic oral evaluations for established patients.
- b. Problem focused oral evaluations, whether limited, detailed or extensive.
- c. Comprehensive oral evaluations for new or established patients.
- d. Comprehensive periodontal evaluations for new or established patients.

Benefits for periodic and comprehensive oral evaluations are limited to a combined maximum of two every 12 months. In addition, benefits for problem focused oral evaluations and comprehensive periodontal evaluations are limited to a combined maximum of two every 12 months.

Benefits will not be provided for comprehensive periodontal evaluations or problem-focused evaluations if Covered Services are rendered on the same date as any other oral evaluation and by the same Dentist.

Benefits will not be provided for tests and oral pathology procedures, or for re-evaluations.

- **Diagnostic Radiographs**

Diagnostic radiographs are x-rays taken to diagnose a dental disease, including their interpretations and include:

- a. Full mouth (intraoral complete series) and panoramic films—Benefits are limited to a combined maximum of one every 36 months.
- b. Bitewing films—Benefits are limited to four horizontal films or eight vertical films once every 12 months. However, benefits are not available for bitewing films taken on the same date as full mouth.
- c. Periapical films, as necessary for diagnosis—Benefits are limited to six every 12 months.

Benefits will not be provided for any radiographs taken in conjunction with Orthodontic treatment or Temporomandibular Joint (TMJ) Dysfunction.

- **Preventive Services**

Preventive services are performed to prevent dental disease and include:

- a. Prophylaxis—Professional cleaning, scaling and polishing of the teeth. Benefits are limited to two cleanings every 12 months. Additional benefits will not be provided for prophylaxis based on degree of difficulty.
- b. Topical Fluoride Application—Benefits for this application are only available to persons under age 19 and are limited to two applications every 12 months.

Benefits for prophylaxes and periodontal maintenance treatment are limited to a combined maximum of two every 12 months.

- **Miscellaneous Preventive Services**

Miscellaneous preventive services are other services performed to prevent dental disease and include:

- a. Sealants—Benefits for sealants are limited to one per permanent molar per lifetime and are available to persons under age 16.
- b. Space Maintainers—Benefits for space maintainers are limited to one per lifetime and available to persons under age 19.

- **Basic Restorative Services**

Basic restorative services are restorations necessary to repair basic dental decay, including tooth preparation, all adhesives, bases, liners and polishing. Covered services include:

- a. Amalgam restorations—Your benefits are limited to one per tooth surface every 12 months.
- b. Resin-based composite restorations—Your benefits are limited to one per tooth surface every 12 months.

Benefits will not be provided for restorations placed within 12 months of the initial placement by the same Dentist.

- **Non-Surgical Extractions**

Non-surgical extractions are non-surgical removal of tooth and tooth structures and include:

- a. Removal of retained coronal remnants – deciduous tooth.
- b. Removal of erupted tooth or exposed root.

- **Adjunctive Services**

Adjunctive general services include:

- a. Palliative treatment (emergency) of dental pain, and when not performed in conjunction with a definitive treatment.
- b. Deep sedation/general anesthesia and intravenous conscious sedation—By report only and when Medically Necessary for documented handicapped persons or for a justifiable medical or dental condition. A person's apprehension does not constitute necessity.

Benefits will not be provided for local anesthesia, nitrous oxide analgesia, therapeutic parenteral drugs, or other drugs or medicaments and/or their application.

- **Endodontic Services**

Endodontics is the treatment of dental disease of the tooth pulp and include:

- a. Therapeutic pulpotomy and pulpal debridement, when performed as a final endodontic procedure.
- b. Root canal therapy, including treatment plan, clinical procedures, working and post-operative radiographs and follow-up care.
- c. Apexification/recalcification procedures, and apicoectomy/periradicular services including surgery, retrograde filling, root amputation and hemisection.

Pulpal debridement is considered part of endodontic therapy when performed by the same provider and not associated with a definitive emergency visit.

Benefits will not be provided for the following Endodontic Services:

- endodontic retreatments provided within 12 months of the initial endodontic therapy by the same Dentist;
- pulp vitality tests, endodontic endosseous implants, intentional reimplantations, canal preparation, fitting of preformed dowel and post, or post removal;
- endodontic therapy if you discontinue endodontic treatment.

• **Surgical Periodontal Services**

Surgical periodontal service is the surgical treatment of a dental disease in the supporting and surrounding tissues of the teeth (gums) and include:

- a. Gingivectomy or gingivoplasty and gingival flap procedures (including root planning)—Your benefits are limited to one per quadrant every 24 months.
- b. Clinical crown lengthening.
- c. Osseous surgery, including flap entry with closure—Your benefits are limited to one per quadrant every 24 months. In addition, osseous surgery performed in a limited area and in conjunction with crown lengthening on the same date of service, by the same Dentist, and in the same area of the mouth, will be processed as crown lengthening in the absence of periodontal disease.
- d. Osseous grafts—Your benefits are limited to one per site every 24 months.
- e. Soft tissue grafts/allografts (including donor site)—Your benefits are limited to one per site every 24 months.
- f. Distal or proximal wedge procedure.
- g. Anatomical crown exposures—Your benefits are limited to one per quadrant every 24 months.

Surgical periodontal services performed in conjunction with the placement of crowns, onlays, crown buildups, posts and cores, or basic restorations are considered part of the restoration.

Benefits will not be provided for guided tissue regeneration, or for biologic materials to aid in tissue regeneration.

• **Non-Surgical Periodontal Services**

Non-surgical periodontal service is the non-surgical treatment of a dental disease in the supporting and surrounding tissues of the teeth (gums) and include:

- a. Periodontal scaling and root planning—Your benefits are limited to one per quadrant every 24 months.
- b. Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis. Your benefits are limited to one every 12 months.
- c. Periodontal maintenance procedures—Benefits for periodontal maintenance procedures are limited to two every 12 months. In addition, you must have received active periodontal therapy before benefits for these procedures will be provided.

Benefits for periodontal maintenance and prophylaxes are limited to a combined maximum of two every 12 months.

Benefits will not be provided for chemical treatments, localized delivery of chemotherapeutic agents without history of active periodontal therapy, or when performed on the same date (or in close proximity) as active periodontal therapy.

- **Oral Surgery Services**

Oral surgery means the procedures for surgical extractions and other dental surgery under local anesthetics and include:

- a. Surgical tooth extractions.
- b. Alveoloplasty and vestibuloplasty.
- c. Excision of benign odontogenic tumor/cysts.
- d. Excision of bone tissue.
- e. Incision and drainage of an intraoral abscess
- f. Other necessary surgical and repair procedures.

Intraoral soft tissue incision and drainage is only covered when it is provided as the definitive treatment of an abscess. Routine follow-up care is considered part of the procedure.

Benefits will not be provided for the following Oral Surgery procedures:

- surgical services related to a congenital malformation;
- prophylactic removal of third molars or impacted teeth (asymptomatic, nonpathological), or for complete bony impactions covered by another benefit plan;
- excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
- excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation, or excision of, the temporomandibular joints.

- **Major Restorative Services**

Restorative services restore tooth structures lost as a result of dental decay or fracture and include:

- a. Single crown restorations.
- b. Gold foil and inlay/onlay restorations.
- c. Labial veneer restorations.

Benefits will be provided for the replacement of a lost or defective crown. However, benefits will not be provided for the restoration of occlusion or incisal edges due to bruxism or harmful habits.

Your benefits for major restorations are limited to one per tooth every 60 months whether placement was provided under this Policy or under any prior dental coverage, even if the original crown was stainless steel. Crowns placed over implants will be covered at the benefit of the standard restoration.

- **Prosthetic Services**

Prosthetics involves procedures necessary for providing artificial replacements for missing natural teeth and include:

- a. Complete and removable partial dentures—Benefits will be provided for the initial installation of removable complete, immediate or partial dentures, including any adjustments, relines or rebases during the six month period following installation. Your benefits for replacements are limited to once in any 60-month period, whether placement was provided under this Policy or under any prior dental coverage. Benefits will not be provided for replacement of complete or partial dentures due to theft, misplacement or loss.
- b. Denture reline/rebase procedures—Benefits will be limited to one procedure every 36 months.
- c. Fixed bridgework—Benefits will be provided for the initial installation of a bridgework, including inlays/onlays and crowns. Your benefits will be limited to once every 60 months whether placement was under this Policy or under any prior dental coverage.

Prosthetics placed over implants will be covered at the benefit of the standard restoration.

Tissue conditioning is part of a denture or a reline/rebase, when performed on the same day as the delivery.

Benefits will not be provided for the following Prosthodontic Services:

- treatment to replace teeth which were missing prior to the Effective Date of Coverage, including those teeth missing due to congenital malformation;
- splinting of teeth, including double retainers for removable partial dentures and fixed bridgework.

• **Miscellaneous Restorative and Prosthodontic Services**

Other restorative and prosthodontic services include:

- a. Prefabricated crowns—Benefits for stainless steel and resin-based crowns are limited to one per tooth every 60 months. These crowns are not intended to be used as temporary crowns.
- b. Recementation of inlays/onlays, crowns, bridges, and post and core—Benefits will be limited to two recementations every 12 months. However, any recementation provided within six months of an initial placement by the same Dentist, is considered part of the initial placement.
- c. Post and core, pin retention, and crown and bridge repair services.
- d. Pulp cap – direct and indirect.
- e. Adjustments—Benefits will be limited to three times per appliance every 12 months.
- f. Repairs of crowns, fixed or removable dentures, including replacement or addition of missing or broken teeth or clasp (unless additions are completed on the same date as replacement partials/dentures) are limited to a lifetime maximum of once per tooth.

## **BENEFIT PAYMENT FOR DENTAL COVERED SERVICES**

Your Dental benefit period is a period of one year which begins on January 1st of each year. When you first enroll under this coverage, your first benefit period begins on your Coverage Date and ends on December 31st of the same year.

### **Benefit Payment for Dental Services**

The benefits provided by Blue Cross and Blue Shield and the expenses that are your responsibility for your Covered Services will depend on whether you receive services from a Network or Non-Network Dentist.

Network Dentists are Dentists who have signed an agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Such Network Dentists have agreed not to bill you for Covered Service amounts in excess of the Maximum Allowance. Therefore, you will be responsible only for the difference between the Blue Cross and Blue Shield benefit payment and the Maximum Allowance for the particular Covered Service—that is, your Coinsurance amounts and deductible.

Non-Network Dentists are Dentists who have not signed an agreement with Blue Cross and Blue Shield or the entity chosen by Blue Cross and Blue Shield to accept the Maximum Allowance as payment in full. Therefore, you are responsible to these Dentists for the difference between the Blue Cross and Blue Shield benefit payment and such Dentist's charge to you.

## **IMPORTANT INFORMATION ABOUT YOUR DENTAL BENEFITS**

### **Care By More Than One Dentist**

If you should change Dentists in the middle of a particular Course of Treatment, benefits will be provided as if you had stayed with the same Dentist until your treatment was completed. There will be no duplication of benefits.

### **Alternate Benefit Program**

In all cases in which there is more than one Course of Treatment possible, the benefit payment will be based upon the Course of Treatment bearing the lesser cost.

If you and your Dentist or Physician decide on personalized restorations, or personalized complete or partial dentures and overdentures, or to employ specialized techniques for dental services rather than standard procedures, the benefits provided will be limited to the benefit for the standard procedures for dental services, as reasonably determined by Blue Cross and Blue Shield.

**Pre-Estimation of Benefits**

If your Dentist recommends a Course of Treatment that will cost more than \$300, your Dentist should prepare a Claim form describing the planned treatment, copies of necessary X-rays, photographs and models and an estimate of the charges prior to your beginning the Course of Treatment. Blue Cross and Blue Shield will review the report and materials, taking into consideration alternative adequate Course of Treatment, and will notify you and your Dentist of the estimated benefits which will be provided under this Benefit Section. This is not a guarantee of payment, but an estimate of the benefits available for the proposed services to be rendered.

**INFORMATION ON DENTAL DISCOUNTS AVAILABLE TO YOU**

**Note: This Is Not an Insured Benefit.**

**Discounts on Services Not Covered By This Policy**

You can receive discounts on certain services not covered under this Policy as described below, if:

- a. You receive services from a Dentist that is a Network Dentist; and
- b. The service is on the fee schedule the Network Dentist has agreed to accept as payment in full.

The services described in this provision are not Covered Services under this Policy. You must pay the entire discounted fee directly to the Network Dentist.

**Discounts on Services Not Covered Due to Terms and Conditions of this Policy**

If you receive dental services from a Network Dentist, such services will be provided at the discounted fee the Network Dentist has agreed to accept as payment in full, even if such services are not covered under this Policy due to:

- a. Reaching your Annual Maximum Benefit;
- b. Frequency limitations, as described in this Policy; or
- c. Policy exclusions.

## EXCLUSIONS—WHAT IS NOT COVERED

Expenses for the following are not covered under this Policy:

— **Dental procedures which are not Medically Necessary.**

PLEASE NOTE THAT IN ORDER TO PROVIDE YOU WITH DENTAL CARE BENEFITS AT A REASONABLE COST, THIS POLICY PROVIDES BENEFITS ONLY FOR THOSE COVERED SERVICES FOR ELIGIBLE DENTAL TREATMENT THAT ARE MEDICALLY NECESSARY. IT DOES NOT PAY THE COST OF ANY DENTAL CARE PROCEDURES THAT BLUE CROSS AND BLUE SHIELD DETERMINES WERE NOT MEDICALLY NECESSARY.

No benefits will be provided for procedures which are not, in the reasonable judgment of Blue Cross and Blue Shield, Medically Necessary. Medically Necessary means that a specific procedure provided to you is reasonably required, in the reasonable judgment of Blue Cross and Blue Shield, for the treatment or management of a dental symptom or condition and that the procedure performed is the most efficient and economical procedure which can safely be provided to you. The fact that a Physician or Dentist may prescribe, order, recommend or approve a procedure does not of itself make such a procedure or supply Medically Necessary.

- Services or supplies not specifically listed as a Covered Service, or when they are related to a non-covered service.
- Services, treatments or supplies included as an eligible benefit under other group hospital, medical and/or surgical coverage.
- Services which are performed for cosmetic purposes, including but not limited to, bleaching teeth and grafts to improve esthetics.
- Services or appliances for the diagnosis and/or treatment of Temporomandibular Joint Dysfunction and Related Disorders.
- Services which are performed due to an accidental injury when caused by an external force. External force means any outside strength producing damage to the dentition and/or oral structures.
- Services and supplies for any illness or injury occurring on or after your Coverage Date as a result of war or an act of war.
- Services or supplies that do not meet accepted standards of dental practice.
- Investigational/Experimental Services and Supplies and all related services and supplies.
- Hospital and ancillary charges.
- Surgical placement, maintenance and repair of an implant body, including services associated with preparation of the implant site (that is, splinting or grafting).
- Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
- Services or supplies for which “discounts” or waiver of Deductible or Coinsurance amounts are offered.
- Services rendered by a Dentist related to you by blood or marriage.
- Services or supplies received from someone other than a Dentist, except for those services received from a licensed dental hygienist under the supervision and guidance of a Dentist, where applicable.
- Services or supplies received for behavior management or consultation purposes.
- Services or supplies for which benefits are, or could upon proper claim, be provided under any present or future laws enacted by the Legislature of any state, or by the Congress of the United States, or the laws, regulations or established procedures of any county or municipality, except program which is a state plan for dental assistance (Medicaid); provided, however, this exclusion shall not be applicable to any coverage held by you for dental expenses which is written as a part of or in conjunction with any automobile casualty insurance policy.
- Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available under any Workers’ Compensation Law or other similar laws whether or not you make a claim for such compensation or receive such benefits.

- Charges for nutritional, tobacco, and oral hygiene counseling.
- Charges for telephone consultations, failure to keep a scheduled visit, completion of a Claim form or forwarding requested records or x-rays.
- Charges for local, state or territorial taxes on dental services or procedures.
- Charges for the administration of infection control procedures as required by local, state, or federal mandates.
- Charges for prescription or non-prescription mouthwashes, rinses, topical solutions or preparations.
- Charges for a partial or full denture or fixed bridge which includes replacement of a tooth which was missing prior to your Coverage Date under this Policy; except this exclusion will not apply if such partial or full denture or fixed bridge also includes replacement of a missing tooth which was extracted after your Coverage Date.
- Charges for a duplicate, temporary or provisional prosthetic device, or other duplicate, temporary or provisional appliances.
- Charges for athletic mouth guards, isolation of tooth with rubber dam, metal copings, mobilization of erupted/malpositioned tooth, precision attachments for partials and/or dentures and stress breakers.
- Charges for personalized complete or partial dentures and overdentures, related services and supplies, or other specialized techniques.
- Charges for appliances, materials, restorations, or special equipment used to increase vertical dimension, correct or restore the occlusion.
- Orthodontic services and supplies.

## HOW TO FILE A CLAIM

### FILING DENTAL CLAIMS

In order to obtain your dental benefits under this Policy, it is necessary for a Claim to be filed with Blue Cross and Blue Shield.

If you use a Network Dentist, he or she will file your Claims for you, and payment will be sent directly to the Dentist. You will receive an Explanation of Benefits (EOB) form from us showing the benefits we provided.

If you use a Non-Network Dentist, it is your responsibility to see that a Claim is submitted. Payment for Covered Services will be sent to the Dentist or to you at our option. You will receive an EOB whether we send payment to you or the Dentist.

To file a Claim for services rendered by a Dentist in your service area, the attending Dentist will submit the claim to your Service Benefit Plan for processing and a claim will automatically be submitted for processing under your Standard Option plan.

To file a Claim for services rendered by a Dentist outside of your service area, the attending Dentist will submit the Claim according to the directions on the back of your Service Benefit Plan ID Card. Once you receive the EOB from the Service Benefit Plan, you will need to submit a statement of services rendered along with a copy of the Service Benefit Plan EOB to:

Blue Cross and Blue Shield  
P.O. Box 23150  
Belleville, Illinois 62223-0150

In either case, Claims must be filed with Blue Cross and Blue Shield on or before December 31st of the calendar year following the year in which services were rendered. **Claims not filed within the required time period will not be eligible for payment.** Should you have any questions about filing Claims, call Blue Cross and Blue Shield at 1-866-431-1598.

### DENTAL CLAIM PROCEDURES

Blue Cross and Blue Shield will pay all Claims immediately upon receipt of due written proof of such loss.

If the Claim is denied in whole or in part, you will receive a notice from Blue Cross and Blue Shield with: (1) the reasons for denial; (2) a reference to the dental care plan provisions on which the denial is based; (3) a description of additional information which may be necessary to perfect the appeal, and (4) an explanation of how you may have the Claim reviewed by Blue Cross and Blue Shield if you do not agree with the denial.

### DENTAL CLAIM REVIEW PROCEDURES

If your Claim has been denied in whole or in part, you may have your Claim reviewed. Blue Cross and Blue Shield will review its decision in accordance with the following procedure.

Within 180 days after you receive notice of a denial or partial denial, write to Blue Cross and Blue Shield. Blue Cross and Blue Shield will need to know the reasons why you do not agree with the denial or partial denial. Send your request to:

Blue Cross and Blue Shield  
P.O. Box 23150  
Belleville, Illinois 62223-0150

You may also designate a representative to act for you in the review procedure. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative.

While Blue Cross and Blue Shield will honor telephone requests for information, such inquiries will not constitute a request for review.

You and your authorized representative may ask to see relevant documents and may submit written issues, comments and additional information within 180 days after you receive notice of a denial or partial denial. Blue Cross and Blue Shield will give you a written decision within 60 days after it receives your request for review.

If you have any questions about the Claims procedures or the review procedure, write or call Blue Cross and Blue Shield Headquarters. Blue Cross and Blue Shield offices are open from 8:45 A.M. to 4:45 P.M., Monday through Friday.

Blue Cross and Blue Shield  
300 East Randolph  
Chicago, IL 60601  
1-866-431-1598

## **GENERAL PROVISIONS**

### **1. BLUE CROSS AND BLUE SHIELD'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS**

Blue Cross and Blue Shield hereby informs you that it has contracts with certain Providers ("Plan Providers") in its service area to provide and pay for dental care services to all persons entitled to dental care benefits under dental policies and contracts to which Blue Cross and Blue Shield is a party, including all persons covered under this Policy. Under certain circumstances described in its contracts with Plan Providers, Blue Cross and Blue Shield may:

- receive substantial payments from Plan Providers with respect to services rendered to you for which Blue Cross and Blue Shield was obligated to pay the Plan Provider, or
- pay Plan Providers substantially less than their Claim Charges for services, by discount or otherwise, or
- receive from Plan Providers other substantial allowances under Blue Cross and Blue Shield's contracts with them.

In the case of Dentists, the calculation of any maximum amounts of benefits payable by Blue Cross and Blue Shield under this Policy and the calculation of all required deductible and Coinsurance amounts payable by you under this Policy shall be based on the lesser of the Maximum Allowance or Provider's Claim Charge for Covered Services rendered to you. Blue Cross and Blue Shield may receive such payments, discounts and/or other allowances during the term of the Policy. You are not entitled to receive any portion of any such payments, discounts and/or other allowances.

### **2. PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS**

- a. Under this Policy, Blue Cross and Blue Shield has the right to make any benefit payment either to you or directly to the Provider of the Covered Services. For example, Blue Cross and Blue Shield may pay benefits to you if you receive Covered Services from a Non-Plan Provider. Blue Cross and Blue Shield is specifically authorized by you to determine to whom any benefit payment should be made.
- b. Once Covered Services are rendered by a Provider, you have no right to request Blue Cross and Blue Shield not to pay the Claim submitted by such Provider and no such request will be given effect. In addition, Blue Cross and Blue Shield will have no liability to you or any other person because of its rejection of such request.
- c. Your claim for benefits under this Policy is expressly non-assignable and non-transferable in whole or in part to any person or entity, including any Provider, at anytime before or after Covered Services are rendered to you. Coverage under this Policy is expressly non-assignable and non-transferable and will be forfeited if you attempt to assign or transfer coverage or aid or attempt to aid any other person in fraudulently obtaining coverage. Any such assignment or transfer of a claim for benefits or coverage shall be null and void.

### **3. YOUR PROVIDER RELATIONSHIPS**

- a. The choice of a Provider is solely your choice and Blue Cross and Blue Shield will not interfere with your relationship with any Provider.
- b. Blue Cross and Blue Shield does not itself undertake to furnish health care services, but solely to make payments to Providers for the Covered Services received by you. Blue Cross and Blue Shield is not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but not limited to, the failure or refusal to render services to you. Professional services which can only be legally performed by a Provider are not provided by Blue Cross and Blue Shield. Any contractual relationship between a Physician and a Plan Hospital or other Plan Provider shall not be construed to mean that Blue Cross and Blue Shield is providing professional service.
- c. The use of an adjective such as Plan or Network in modifying a Provider shall in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider. In addition, the omission, non-use or non-designation of Plan, Network or any similar modifier or the use of a term such as

Non-Plan or Non-Network should not be construed as carrying any statement or inference, negative or positive, as to the skill or quality of such Provider.

**4. CLAIM FORMS**

We will furnish to You, Your Physician or Dentist, upon receipt of a notice of claim or prior thereto, such forms as We usually furnish for filing Proof of Loss. If such forms are not furnished within 15 days after receipt of such notice by Us, the Participant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing such Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**5. GRACE PERIOD**

A Grace Period of 31 days for payment of premiums shall be allowed from the due date of each premium payment, during which Grace Period this Policy will continue in force, subject to its termination in accordance with the provisions hereof.

**6. NOTICE OF CLAIM**

You shall give or cause to be given written notice to Blue Cross and Blue Shield within 30 days or as soon as reasonably possible after any Participant receives any of the services for which benefits are provided herein.

**7. PROOF OF LOSS**

Written Proof of Loss must be furnished to Blue Cross and Blue Shield on or before December 31st of the calendar year following the year in which services or supplies are provided to the Participant. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and, in no event, except in the absence of legal capacity of the Participant, later than one year from the time proof is otherwise required.

**8. TIME OF PAYMENT OF CLAIMS**

Benefits payable under this Policy for any loss will be paid immediately upon receipt of due written proof of such loss.

**9. DISCLOSURE AUTHORIZATION**

- a. In consideration of Our having waived physical examination in connection with the application, You, on behalf of Yourself and Your Dependents, shall be deemed to have authorized any attending Physician or Dentist furnish Us all information and records or copies of records relating to the diagnosis, treatment, or care of any Participant included under this Policy; and such Participants shall, by asserting claim for benefits hereunder, be deemed to have waived all provisions of law forbidding the disclosure of such information and records.
- b. As a condition to the continued coverage of a child as a disabled Dependent beyond the age of 25, We shall have the right to require periodic certification of the child's physical or mental condition and dependency, but not more frequently than annually after the two-year period following the child's attainment of age 25.

**10. ENTIRE POLICY; CHANGES**

This Policy, including the Addenda and/or Riders, if any, and the individual application of the Insured constitute the entire contract of coverage. All statements made by an Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statements shall be used in defense to a Claim under this Policy unless it is contained in a written application. No change in this Policy shall be valid until approved by an executive officer of Blue Cross and Blue Shield and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. The issuance of this Policy supersedes all previous contracts or policies issued to the Insured by Blue Cross and Blue Shield.

**11. NOTICES**

Any information or notice which you furnish to Blue Cross and Blue Shield under this Policy must be in writing and sent to Blue Cross and Blue Shield at P. O. Box 23150, Belleville, Illinois 62223-0059 (unless another address has been stated in this Policy for a specific situation). Any information or notice which Blue Cross and Blue Shield furnishes to you must be in writing and sent to you at your address as it appears on Blue Cross and Blue Shield's records.

**12. INFORMATION AND RECORDS**

You agree that it is your responsibility to insure that any Provider, other Blue Cross and Blue Shield Plan, insurance company, employee benefit association, government body or program, any other person or entity, having knowledge of or records relating to (a) any illness or injury for which a Claim or Claims for benefits are made under this Policy, (b) any medical history which might be pertinent to such illness, injury, Claim or Claims, or (c) any benefits or indemnity on account of such illness or injury or on account of any previous illness or injury which may be pertinent to such Claim or Claims, furnish to Blue Cross and Blue Shield, at any time upon its request, any and all information and records (including copies of records) relating to such illness, injury, Claim or Claims. In addition, Blue Cross and Blue Shield may furnish similar information and records (or copies of records) to other Providers, Blue Cross and Blue Shield Plans, insurance companies, governmental bodies or programs or other entities providing insurance-type benefits requesting the same.

**13. LIMITATIONS OF ACTIONS**

No legal action may be brought to recover under this Policy, prior to the expiration of sixty (60) days after a Claim has been furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy. In addition, no such action shall be brought after the expiration of three (3) years after the time a Claim is required to be furnished to Blue Cross and Blue Shield in accordance with the requirements of this Policy.

**14. DEATH OF THE INSURED-REFUND OF PREMIUMS**

In the event of the death of the Insured (that is, the person to whom this Policy is issued), Blue Cross and Blue Shield shall provide a refund of any unearned premiums assessed following the death of the Insured; provided, however, that a written request for a premium refund is received from the representative of the estate of the Insured or the person or entity so entitled.

**15. TIME LIMIT ON CERTAIN DEFENSES**

After two (2) years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for illness or injury beginning after the expiration of such two (2) year period.

No Claim for an illness or injury beginning after two (2) years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

**16. STATE GOVERNMENT PROGRAMS**

- a. Benefits for services or supplies under this Policy shall not be excluded solely because benefits are paid or payable for such services or supplies under a state plan for medical assistance (Medicaid) made pursuant to 42 U.S.C., Section 1346 et seq., as amended. Any benefits payable under such state plan for medical assistance shall be payable to the Texas Department of Human Services to the extent required by the *Texas Insurance Code*.
- b. All benefits paid on behalf of a child or children under this Policy must be paid to the Texas Department of Human Services where:
  - (1) The Texas Department of Human Services is paying benefits pursuant to Chapter 31 or 32 of the *Human Resources Code*; and
  - (2) The parent who is covered by this Policy has possession or access to the child pursuant to a court order, or is not entitled to access or possession of the child and is required by the court to pay child support; and
  - (3) We receive written notice at Our Administrative Office, affixed to the benefit claim when the claim is first submitted, that the benefits claimed must be paid directly to the Texas Department of Human Services.

**17. APPLICABLE LAW**

This Policy shall be subject to and interpreted by the laws of the State of Texas.

**18. SEVERABILITY**

In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Policy, but this Policy shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**19. SERVICE MARK REGULATION**

You hereby acknowledge your understanding that this Policy constitutes a contract solely between you and Blue Cross and Blue Shield, that Blue Cross and Blue Shield is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Texas, and that we are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this Policy based upon representations by any person other than Blue Cross and Blue Shield and that no person, entity, or organization other than Blue Cross and Blue Shield shall be held accountable or liable to you for any of our obligations to you created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield other than those obligations created under other provisions of this agreement.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
An Independent Licensee of the Blue Cross and Blue Shield Association