

**Cigna Health and Life Insurance Company (“Cigna”)**

**Individual Services  
P. O. Box 30365  
Tampa, FL 33630  
1-877-484-5967**

## **Cigna Dental 1500 Plan**

**POLICY FORM NUMBER: INDDENTPOLNY.1500**

### **OUTLINE OF COVERAGE**

**READ YOUR POLICY CAREFULLY.** This outline of coverage provides a very brief description of the important features of your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and Cigna Health and Life Insurance Company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**WHILE THIS DENTAL PLAN OFFERS A FULL RANGE OF DENTAL BENEFITS, IT IS NOT BEING OFFERED AS AN ESSENTIAL HEALTH BENEFIT PEDIATRIC ORAL CARE PLAN INTENDED TO SATISFY THE REQUIREMENTS UNDER THE AFFORDABLE CARE ACT.**

This Policy is governed by the laws of New York State.

**The insurance evidenced by this Policy provides DENTAL insurance ONLY.**

**A. Coverage is provided by Cigna Health and Life Insurance Company (referred to herein as “Cigna”), an insurance company that provides participating provider benefits.**

**B. To obtain additional information, including Provider information write to the following address or call the toll-free number:**

**Cigna  
Individual Services – New York  
P. O. Box 30365  
Tampa, FL 33630  
1-877-484-5967**

**C. A Participating Provider Plan enables the Subscriber to incur lower dental costs by using providers in the Cigna network.**

**A Participating Provider - A Provider who has a contract with Us to provide services to You. A list of Participating Providers and their locations is available on Our website at mycigna.com or upon Your request to Us. The list will be revised from time to time by Us.**

**A Non-Participating Provider A Provider who doesn't have a contract with Us to provide services to You. You will pay more to see a Non-Participating Provider.**

**D. Covered Services and Benefits**

A subscriber may access their dental benefit insurance once he or she has satisfied the following waiting periods.

- there is no waiting period for Class I;
- after 6 consecutive months of coverage dental benefits will increase to include the list of Class II procedures;
- after 12 consecutive months of coverage dental benefits will increase to include the list of Class III procedures.
- after 12 consecutive months of coverage dental benefits will increase to include the list of Class IV procedures.

Benefits covered by your Dental Plan include Preventive & Diagnostic Care such as Oral Exams, Cleanings and X-Rays. Your Plan also includes Basic Restorative Care such as fillings and simple extractions. Major Restorative Care is covered under your plan and includes Crowns, Dentures and Bridges. Coverage for Orthodontia is also included under your plan. For a complete listing of covered services, please read your plan documents.

Temporomandibular Joint Dysfunction will be included to the extent that it is determined that such treatment is dental in nature and such treatment is regularly covered under the above listed services.

The frequency of certain Covered Services, like cleanings, are limited. Refer to your Policy for specific limitations on frequency under your plan.

**BENEFIT SCHEDULE**

The benefits outlined in the table below show the payment percentages for Covered Expenses **AFTER** any applicable Deductibles have been satisfied unless otherwise stated.

COST-SHARING DENTAL CARE	Participating Provider Member Responsibility for Cost-Sharing	Non-Participating Provider Member Responsibility for Cost- Sharing
<b>Deductible Individual</b>	\$50 per person <b>Not Applicable to Class I</b>	
<b>Deductible Family</b>	\$150 per person Not Applicable to Class I	
Lifetime Orthodontia Deductible	\$50 per person	
Out-of-Pocket Limit	None	
Annual Maximum on all services except Orthodontia	\$1,500 maximum	
Orthodontia Lifetime Maximum	\$1,000 per person	
Preventive Care Oral Exams Routine Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (non-orthodontic)	<b>0%</b>	<b>0%</b>

COST-SHARING DENTAL CARE	Participating Provider Member Responsibility for Cost-Sharing	Non-Participating Provider Member Responsibility for Cost- Sharing	
Basic Restorative Fillings Non-Routine X-rays Emergency Care to Relieve Pain Oral Surgery, Simple Extractions	20%	20%	
Major Restorative Crowns / Inlays / Onlays Root Canal Therapy / Endodontics Minor Periodontics Major Periodontics Oral Surgery, All Except Simple Extractions Surgical Extraction of Impacted Teeth Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs – Dentures Anesthetics Dentures Bridges	50%	50%	
Orthodontia	50% after separate Orthodontia deductible	50% after separate Orthodontia deductible	

**E. Subscriber's Financial Responsibility**

The Premium is the amount that must be paid for Your dental insurance coverage. You must pay the difference between Our Allowed Amount and the Non-Participating Provider's charge. Contact Us at 1-800-cigna24; or visit Our website at [www.mycigna.com](http://www.mycigna.com) for information on Your financial responsibility when You receive services from a Non-Participating Provider.

## **F. Exclusions And Limitations: What Is Not Covered By This Policy**

No coverage is available under this Policy for the following:

### **A. Cosmetic Services.**

We do not Cover cosmetic services or surgery unless otherwise specified, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered Child which has resulted in a functional defect. Cosmetic surgery does not include surgery determined to be Medically Necessary. If a claim for a procedure listed in 11 NYCRR 56 (e.g., certain plastic surgery and dermatology procedures) is submitted retrospectively and without medical information, any denial will not be subject to the Utilization Review process in the Utilization Review and External Appeals sections of this Policy unless medical information is submitted.

### **B. Coverage in Canada or Mexico or Outside of the United States.**

We do not Cover care or treatment provided in Canada or Mexico, or outside of the United States and its possessions, except for Emergency Dental Care as described in the Policy.

### **C. Experimental or Investigational Treatment.**

We do not Cover any health care service, procedure, treatment, or device that is experimental or investigational. However, We will Cover experimental or investigational treatments, including treatment for Your rare disease or patient costs for Your participation in a clinical trial, when Our denial of services is overturned by an External Appeal Agent certified by the State. However, for clinical trials, We will not Cover the costs of any investigational drugs or devices, non-health services required for You to receive the treatment, the costs of managing the research, or costs that would not be Covered under the Policy for non-investigational treatments. See the Utilization Review and External Appeal sections of this Policy for a further explanation of Your Appeal rights.

### **D. Felony Participation.**

We do not Cover any illness, treatment or medical condition due to Your participation in a felony, riot or insurrection.

### **E. Government Facility.**

We do not Cover care or treatment provided in a Hospital that is owned or operated by any federal, state or other governmental entity, except as otherwise required by law.

### **F. Medical Services.**

We do not Cover medical services or dental services that are medical in nature, including any Hospital charges or prescription drug charges.

### **G. Medically Necessary.**

In general, We will not Cover any dental service, procedure, treatment, test or device that We determine is not Medically Necessary. If an External Appeal Agent certified by the State overturns Our denial, however, We will Cover the service, procedure, treatment, test or device for which coverage has been denied, to the extent that such service, procedure, treatment, test or device, is otherwise Covered under the terms of this Policy.

### **H. Medicare or Other Governmental Program.**

We do not Cover services if benefits are provided for such services under the federal Medicare program or other governmental program (except Medicaid).

### **I. Military Service.**

We do not Cover an illness, treatment or medical condition due to service in the armed forces or auxiliary units.

### **J. No-Fault Automobile Insurance.**

We do not Cover any benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable. This exclusion applies even if You do not make a proper or timely claim for the benefits available to You under a mandatory no-fault policy.

**K. Services not Listed.**

We do not Cover services that are not listed in this Policy as being Covered.

**L. Services Provided by a Family Member.**

We do not Cover services performed by a member of the covered person's immediate family. "Immediate family" shall mean a child, spouse, mother, father, sister, or brother of You or Your Spouse.

**M. Services Separately Billed by Hospital Employees.**

We do not Cover services rendered and separately billed by employees of Hospitals, laboratories or other institutions.

**N. Services with No Charge.**

We do not Cover services for which no charge is normally made.

**O. War.**

We will not Cover an illness, treatment or medical condition due to war, declared or undeclared.

**P. Workers' Compensation.**

We do not Cover services if benefits for such services are provided under any state or federal Workers' Compensation, employers' liability or occupational

**G. Pre-Determination/Pre-Treatment Estimates.**

We allow You to request and obtain an estimate of coverage. You or Your Provider may contact Us and request a pre-determination of benefits, also known as a pre-treatment estimate. If We determine that an alternative procedure or treatment is more appropriate than the requested service, You may appeal Our decision through an internal Appeal or external appeal. See the Utilization Review and External Appeal sections of this Policy for Your right to an internal Appeal and external appeal.

**H. General Provisions**  
**Grievance Procedures**

**A. Grievances.**

Our Grievance procedure applies to any issue not relating to a Medical Necessity or experimental or investigational determination by Us. For example, it applies to contractual benefit denials or issues or concerns You have regarding Our administrative policies or access to providers.

**B. Filing a Grievance.**

You can contact Us by phone at 1.800.Cigna24; or in writing to the address that appears on your explanation of benefits to file a Grievance. You may submit an oral Grievance in connection with a denial of a Referral or a covered benefit determination. We may require that You sign a written acknowledgement of Your oral Grievance, prepared by Us. You or Your designee has up to 180 calendar days from when You received the decision You are asking Us to review to file the Grievance.

When We receive Your Grievance, We will mail an acknowledgment letter within 15 business days. The acknowledgment letter will include the name, address, and telephone number of the person handling Your Grievance, and indicate what additional information, if any, must be provided.

We keep all requests and discussions confidential and We will take no discriminatory action because of Your issue. We have a process for both standard and expedited Grievances, depending on the nature of Your inquiry.

**C. Grievance Determination.**

Qualified personnel will review Your Grievance, or if it is a clinical matter, a licensed, certified or registered Health Care Professional will look into it. We will decide the Grievance and notify You within the following timeframes:

Expedited/Urgent Grievances:

By phone, within the earlier of 48 hours of receipt of all necessary information or 72 hours of receipt of Your Grievance. Written notice will be provided within 72 hours of receipt of Your Grievance.

Pre-Service Grievances:  
(A request for a service or treatment that has not yet been provided.)

In writing, within 15 calendar days of receipt of Your Grievance.

Post-Service Grievances:  
(A claim for a service or a treatment that has already been provided.)

In writing, within 30 calendar days of receipt of Your Grievance.

All Other Grievances:  
(That are not in relation to a claim or request for a service.)

In writing, within 45 calendar days of receipt of all necessary information.

**D. Grievance Appeals.**

If You are not satisfied with the resolution of Your Grievance, You or Your designee may file an Appeal by phone at 1.800.Cigna24 or in writing. You have up to 60 business days from receipt of the Grievance determination to file an Appeal.

When We receive Your Appeal, We will mail an acknowledgment letter within 15 business days. The acknowledgement letter will include the name, address, and telephone number of the person handling Your Appeal and indicate what additional information, if any, must be provided.

One or more qualified personnel at a higher level than the personnel that rendered the Grievance determination will review it, or if it is a clinical matter, a clinical peer reviewer will look into it. We will decide the Appeal and notify You in writing within the following timeframes:

Expedited/Urgent Grievances:

The earlier of 2 business days of receipt of all necessary information or 72 hours of receipt of Your Appeal.

Pre-Service Grievances:  
(A request for a service or treatment that has not yet been provided.)

15 calendar days of receipt of Your Appeal.

Post-Service Grievances:  
(A claim for a service or a treatment that has already been provided.)

30 calendar days of receipt of Your Appeal.

All Other Grievances:  
(That are not in relation to a claim or request for a service.)

30 business days of receipt of all necessary information to make a determination.

**E. Assistance.**

If You remain dissatisfied with Our Appeal determination, or at any other time You are dissatisfied, you may:

**Call the New York State Department of Financial Services at 1-800-342-3736 or write them at:**

New York State Department of Financial Services  
Consumer Assistance Unit  
One Commerce Plaza  
Albany, NY 12257  
[www.dfs.ny.gov](http://www.dfs.ny.gov)

If You need assistance filing a Grievance or Appeal, You may also contact the state independent Consumer Assistance Program at:

Community Health Advocates  
105 East 22nd Street  
New York, NY 10010  
Or call toll free: 1-888-614-5400; or e-mail [cha@cssny.org](mailto:cha@cssny.org)  
[www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

**Utilization Review**

**A. Utilization Review.**

We review health services to determine whether the services are or were Medically Necessary or experimental or investigational ("Medically Necessary"). This process is called Utilization Review. Utilization Review includes all review activities, whether they take place prior to the service being performed (Preauthorization); when the service is being performed (concurrent); or after the service is performed (retrospective). If You have any questions about the Utilization Review process, please call 1.800.Cigna24. The toll-free telephone number is available 24 hours per day/7 days per week.

All determinations that services are not Medically Necessary will be made by: 1) licensed Providers; or 2) licensed, certified, registered or credentialed health care professionals who are in the same profession and same or similar specialty as the Provider who typically manages Your health care service under review. We do not compensate or provide financial incentives to Our employees or reviewers for determining that services are not Medically Necessary. We have developed guidelines and protocols to assist Us in this process. Specific guidelines and protocols are available for Your review upon request. For more information, call 1.800.Cigna24.

**B. Preauthorization Reviews.** (Cigna does not perform Pre-Service Reviews).

1. If We have all the information necessary to make a determination regarding a Preauthorization review, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of receipt of the request.

If We need additional information, We will request it within three (3) business days. You or Your Provider will then have 45 calendar days to submit the information. If We receive the requested information within 45 days, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within three (3) business days of Our receipt of the information. If all necessary information is not received within 45 days, We will make a determination within 15 calendar days of the end of the 45 day period.

2. **Urgent Preauthorization Reviews.** With respect to urgent Preauthorization requests, if We have all information necessary to make a determination, We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone, within 72 hours of receipt of the request. Written notice will be provided within three (3) business days of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide notice to You (or Your designee) and Your Provider by telephone and in writing within 48 hours of the earlier of Our receipt of the information or the end of the 48-hour time period

**C. Concurrent Reviews.** (Cigna does not perform Concurrent Reviews.)

1. Utilization review decisions for services during the course of care (concurrent reviews) will be made, and notice provided to You (or Your designee) and Your Provider, by telephone and in writing, within one (1) business day of receipt of all necessary information. If We need additional information, We will request it within one (1) business day. You or Your Provider will then have 45 calendar days to submit the information. We will make a determination and provide notice to You (or Your designee) and Your Provider, by telephone and in writing, within one (1) business day of Our receipt of the information or, if We do not receive the information, within one (1) business day of the end of the 45-day time period.
2. **Urgent Concurrent Reviews.** For concurrent reviews that involve an extension of urgent care, if the request for coverage is made at least 24 hours prior to the expiration of a previously approved treatment, We will make a determination and provide notice to You (or Your designee) and Your Provider by telephone within 24 hours of receipt of the request. Written notice will be provided within one (1) business day of receipt of the request.

If the request for coverage is not made at least 24 hours prior to the expiration of a previously approved treatment and We have all the information necessary to make a determination, We will make a determination and provide written notice to You (or Your designee) and Your Provider within the earlier of 72 hours or of one (1) business day of receipt of the request. If We need additional information, We will request it within 24 hours. You or Your Provider will then have 48 hours to submit the information. We will make a determination and provide written notice to You (or Your designee) and Your Provider within the earlier of one (1) business day or 48 hours of Our receipt of the information or, if we do not receive the information, within 48 hours of the end of the 48-hour time period.

**D. Retrospective Reviews.**

If We have all information necessary to make a determination regarding a retrospective claim, We will make a determination and notify You and Your Provider within 30 calendar days of the receipt of the request. If We need additional information, We will request it within 30 calendar days. You or Your Provider will then have 45 calendar days to provide the information. We will make a determination and provide notice to You and Your Provider in writing within 15 calendar days of the earlier of Our receipt of the information or the end of the 45-day period.

Once We have all the information to make a decision, Our failure to make a Utilization Review determination within the applicable time frames set forth above will be deemed an adverse determination subject to an internal Appeal.

**E. Retrospective Review of Preauthorized Services.**

We may only reverse a preauthorized treatment, service or procedure on retrospective review when:

- The relevant medical information presented to Us upon retrospective review is materially different from the information presented during the Preauthorization review;
- The relevant medical information presented to Us upon retrospective review existed at the time of the Preauthorization but was withheld or not made available to Us;
- We were not aware of the existence of such information at the time of the Preauthorization review; and
- Had We been aware of such information, the treatment, service or procedure being requested would not have been authorized. The determination is made using the same specific standards, criteria or procedures as used during the Preauthorization review.



## **F. Reconsideration.**

If We did not attempt to consult with Your Provider before making an adverse determination, Your Provider may request reconsideration by the same clinical peer reviewer who made the adverse determination. For Preauthorization and concurrent reviews, the reconsideration will take place within one (1) business day of the request for reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to You and Your Provider, by telephone and in writing.

## **G. Utilization Review Internal Appeals.**

You, Your designee, and, in retrospective review cases, Your Provider, may request an internal Appeal of an adverse determination, either by phone or in writing.

You have up to 180 calendar days after You receive notice of the adverse determination to file an Appeal. We will acknowledge Your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will, if necessary, inform You of any additional information needed before a decision can be made. A clinical peer reviewer who is a Provider or a health care professional in the same or similar specialty as the Provider who typically manages the condition at issue and who is not subordinate to the clinical peer reviewer who made the initial adverse determination will perform the Appeal.

1. **Out-of-Network Service Denial.** You also have the right to Appeal the denial of a Preauthorization request for an out-of-network health service when We determine that the out-of-network health service is not materially different from an available in-network health service. A denial of an out-of-network health service is a service provided by a Non-Participating Provider, but only when the service is not available from a Participating Provider. You are not eligible for a Utilization Review Appeal if the service You request is available from a Participating Provider, even if the Non-Participating Provider has more experience in diagnosing or treating Your condition. (Such an Appeal will be treated as a Grievance.) For a Utilization Review Appeal of denial of an out-of-network health service, You, or Your designee, must submit:
  - A written statement from Your attending Provider, who must be a licensed, board-certified or board-eligible Provider qualified to practice in the specialty area of practice appropriate to treat Your condition, that the requested out-of-network health service is materially different from the alternate health service available from a Participating Provider that We approved to treat Your condition; and
  - Two (2) documents from the available medical and scientific evidence that the out-of-network service: is likely to be more clinically beneficial to You than the alternate in-network service; and that the adverse risk of the out-of-network service would likely not be substantially increased over the in-network health service.
2. **Out-of-Network Referral Denial.** Beginning April 1, 2015, You also have the right to Appeal the denial of a request for a Referral; to a Non-Participating Provider when We determine that We have a Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service. For a Utilization Review Appeal of an out-of-network referral denial, You or Your designee must submit a written statement from Your attending Provider, who must be a licensed, board-certified or board-eligible Provider qualified to practice in the specialty area of practice appropriate to treat Your condition:
  - That the Participating Provider recommended by Us does not have the appropriate training and experience to meet Your particular health care needs for the health care service; and
  - Recommending a Non-Participating Provider with the appropriate training and experience to meet Your particular health care needs who is able to provide the requested health care service.

#### **H. First Level; Standard Appeal.**

**Preauthorization Appeal.** If Your Appeal relates to a Preauthorization request, We will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.

**Retrospective Appeal.** If Your Appeal relates to a retrospective claim, We will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.

**Expedited Appeal.** An appeal of a review of continued or extended health care services, additional services rendered in the course of continued treatment, services in which a Provider requests an immediate review, or any other urgent matter will be handled on an expedited basis. An expedited Appeal is not available for retrospective reviews. For an expedited Appeal, Your Provider will have reasonable access to the clinical peer reviewer assigned to the Appeal within one (1) business day of receipt of the request for an Appeal. Your Provider and a clinical peer reviewer may exchange information by telephone or fax. An expedited Appeal will be determined within the earlier of 72 hours of receipt of the Appeal or two (2) business days of receipt of the information necessary to conduct the Appeal.

If You are not satisfied with the resolution of Your expedited Appeal, You may file a standard internal appeal or an external appeal.

Our failure to render a determination of Your Appeal within 60 calendar days of receipt of the necessary information for a standard Appeal or within two (2) business days of receipt of the necessary information for an expedited Appeal will be deemed a reversal of the initial adverse determination.

#### **I. Second Level Appeal.**

If You disagree with the first level Appeal determination, You or Your designee can file a second level Appeal. You or Your designee can also file an external Appeal. **The four (4) month timeframe for filing an external appeal begins on receipt of the final adverse determination on the first level of Appeal. By choosing to file a second level Appeal, the time may expire for You to file an external appeal.**

A second level Appeal must be filed within 45 days of receipt of the final adverse determination on the first level Appeal. We will acknowledge Your request for an internal Appeal within 15 calendar days of receipt. This acknowledgment will include the name, address, and phone number of the person handling Your Appeal and inform You, if necessary, of any additional information needed before a decision can be made.

If Your Appeal relates to a Preauthorization request, We will decide the Appeal within 15 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 15 calendar days after receipt of the Appeal request.

If Your Appeal relates to a retrospective claim, We will decide the Appeal within 30 calendar days of receipt of the Appeal request. Written notice of the determination will be provided to You (or Your designee), and where appropriate, Your Provider, within two (2) business days after the determination is made, but no later than 30 calendar days after receipt of the Appeal request.

#### **J. Appeal Assistance.**

If you need Assistance filing an Appeal, You may contact the state independent Consumer Assistance Program at:

Community Health Advocates

105 East 22nd Street

New York, NY 10010

Or call toll free: 1-888-614-5400, or email [cha@cssny.org](mailto:cha@cssny.org)

[www.communityhealthadvocates.org](http://www.communityhealthadvocates.org)

## **External Appeal**

### **A. Your Right to an External Appeal.**

In some cases, You have a right to an external appeal of a denial of coverage. If We have denied coverage on the basis that a service does not meet Our requirements for Medical Necessity (including appropriateness, health care setting, level of care or effectiveness of a Covered benefit); or is an experimental or investigational treatment (including clinical trials and treatments for rare diseases), You or Your representative may appeal that decision to an External Appeal Agent, an independent third party certified by the State to conduct these appeals.

In order for You to be eligible for an external appeal You must meet the following two requirements:

- The service, procedure, or treatment must otherwise be a Covered Service under the Policy; and
- In general, You must have received a final adverse determination through the first level of Our internal appeal process. But, You can file an external appeal even though You have not received a final adverse determination through the first level of Our internal appeal process if:
  - We agree in writing to waive the internal appeal. We are not required to agree to Your request to waive the internal appeal; or
  - You file an external appeal at the same time as You apply for an expedited internal appeal; or
  - We fail to adhere to Utilization Review claim processing requirements (other than a minor violation that is not likely to cause prejudice or harm to You, and We demonstrate that the violation was for good cause or due to matters beyond Our control and the violation occurred during an ongoing, good faith exchange of information between You and Us).

### **B. Your Right to Appeal A Determination that A Service Is Not Medically Necessary.**

If We have denied coverage on the basis that the service does not meet Our requirements for Medical Necessity, You may appeal to an External Appeal Agent if You meet the requirements for an external appeal in paragraph “A” above.

### **C. Your Right to Appeal A Determination that A Service is Experimental or Investigational.**

If We have denied coverage on the basis that the service is an experimental or investigational treatment, You must satisfy the two requirements for an external appeal in paragraph “A” above and Your attending Provider must certify that Your condition is one for which: standard health services are ineffective or medically inappropriate; **or** there does not exist a more beneficial standard service or procedure covered by Us; **or** There exists a clinical trial or rare disease treatment (as defined by law).

In addition, Your attending Provider must have recommended one of the following:

A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to You than any standard Covered Service (only certain documents will be considered in support of this recommendation – Your attending Provider should contact the State for current information as to what documents will be considered or acceptable); or  
A clinical trial for which You are eligible (only certain clinical trials can be considered); or  
A rare disease treatment for which Your attending Provider certifies that there is no standard treatment that is likely to be more clinically beneficial to You than the requested service, the requested service is likely to benefit You in the treatment of Your rare disease, and such benefit outweighs the risk of the service. In addition, Your attending Provider must certify that Your condition is a rare disease that is currently or was previously subject to a research study by the National Institutes of Health Rare Disease Clinical Research Network **or** that it affects fewer than 200,000 U.S. residents per year.

For purposes of this section, Your attending Provider must be a licensed, board-certified or board eligible Provider qualified to practice in the area appropriate to treat Your condition or disease. In addition, for a rare disease treatment, the attending Provider may not be Your treating Provider.

#### **D. The External Appeal Process.**

You have four (4) months from receipt of a final adverse determination or from receipt of a waiver of the internal appeal process to file a written request for an external appeal. If You are filing an external appeal based on Our failure to adhere to claim processing requirements, You have four (4) months from such failure to file a written request for an external appeal.

We will provide an external appeal application with the final adverse determination issued through the first level of Our internal appeal process or Our written waiver of an internal appeal. You may also request an external appeal application from the New York State Department of Financial Services at 1-800-400-8882. Submit the completed application to the Department of Financial Services at the address indicated on the application. If You meet the criteria for an external appeal, the State will forward the request to a certified External Appeal Agent.

You can submit additional documentation with Your external appeal request. If the External Appeal Agent determines that the information You submit represents a material change from the information on which We based Our denial, the External Appeal Agent will share this information with Us in order for Us to exercise Our right to reconsider Our decision. If We choose to exercise this right, We will have three (3) business days to amend or confirm Our decision. Please note that in the case of an expedited external appeal (described below), We do not have a right to reconsider Our decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of Your completed application. The External Appeal Agent may request additional information from You, Your Provider, or Us. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify You in writing of its decision within two (2) business days.

If Your attending Provider certifies that a delay in providing the service that has been denied poses an imminent or serious threat to Your health; or if Your attending Provider certifies that the standard external appeal time frame would seriously jeopardize Your life, health or ability to regain maximum function; or if You received emergency services and have not been discharged from a facility and the denial concerns an admission, availability of care, or continued stay, You may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within seventy-two (72) hours of receipt of Your completed application. Immediately after reaching a decision, the External Appeal Agent must notify You and Us by telephone or facsimile of that decision. The External Appeal Agent must also notify You in writing of its decision.

If the External Appeal Agent overturns Our decision that a service is not Medically Necessary or approves coverage of an experimental or investigational treatment or an out-of-network treatment, We will provide coverage subject to the other terms and conditions of this Policy. Please note that if the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, We will only Cover the cost of services required to provide treatment to You according to the design of the trial. We will not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing the research, or costs that would not be Covered under this Policy for non-investigational treatments provided in the clinical trial.

The External Appeal Agent's decision is binding on both You and Us. The External Appeal Agent's decision is admissible in any court proceeding.

We will charge You a fee of \$25 for each external appeal, not to exceed \$75 in a single Plan Year. The external appeal application will explain how to submit the fee. We will waive the fee if We determine that paying the fee would be a hardship to You. If the External Appeal Agent overturns the denial of coverage, the fee will be refunded to You.

#### **E. Your Responsibilities.**

**It is Your responsibility to start the external appeal process.** You may start the external appeal process by filing a completed application with the New York State Department of Financial Services. You may appoint a representative to assist You with Your application; however, the Department of Financial Services may contact You and request that You confirm in writing that You have appointed the representative.

**Under New York State law, Your completed request for external appeal must be filed within four (4) months of either the date upon which You receive a final adverse determination, or the date upon which You receive a written waiver of any internal Appeal, or Our failure to adhere to claim processing requirements. We have no authority to extend this deadline.**

### **Participating Providers**

Cigna will provide a current list of dentists currently participating with Cigna and their locations to each Subscriber upon request.

To verify if a dentist is currently participating with Cigna and is accepting new Cigna Subscriber's, the Subscriber should visit our website at [mycigna.com](http://mycigna.com).

### **Renewability and Eligibility:**

The renewal date for the Policy is the anniversary of the effective date of the Policy of each year. This Policy will automatically renew each year on the renewal date unless otherwise terminated by Us, as permitted by this Policy, or by the Subscriber upon 30 days' prior written notice to Us.

We offer the following types of coverage:

1. **Individual.** If You selected individual coverage, then You are covered.
2. **Individual and Spouse.** If You selected individual and Spouse coverage, then You and Your Spouse are covered.
3. **Parent and Child/Children.** If You selected parent and child/children coverage, then You and Your Child or Children, as described below, are covered.
4. **Family.** If You selected family coverage, then You, Your Spouse and Your Child or Children, as described below, are covered.

### **Children Covered Under this Policy**

If You selected parent and child/children or family coverage, Children covered under this Policy include Your natural Children, legally adopted Children, step Children, and Children for whom You are the proposed adoptive parent without regard to financial dependence, residency with You, student status or employment. A proposed adopted Child is eligible for coverage on the same basis as a natural Child during any waiting period prior to the finalization of the Child's adoption. Coverage lasts until the end of the month; in which the Child turns 26 years of age. Coverage also includes Children for whom You are a legal guardian if the Children are chiefly dependent upon You for support and You have been appointed the legal guardian by a court order.

Any unmarried dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the New York Mental Hygiene Law), or physical handicap and who became so incapable prior to attainment of the age at which the Child's coverage would otherwise terminate and who is chiefly dependent upon You for support and maintenance, will remain covered while Your insurance remains in force and Your Child remains in such condition. You have 31 days from the date of Your Child's attainment of the termination age to submit an application to request that the Child be included in Your coverage and proof of the Child's incapacity. We have the right to check whether a Child is and continues to qualify under this section.

We have the right to request and be furnished with such proof as may be needed to determine eligibility status of a prospective or covered Subscriber and all other prospective or covered Subscribers in relation to eligibility for coverage under this Policy at any time.

## Enrollment

You can enroll under this Policy at any time. You are eligible for coverage under this Policy when You have submitted a completed and signed application for coverage and have been accepted in writing by Us. Your coverage will begin on the first of the month following Your enrollment as long as the applicable premium payment is received by then. You should enroll Your Dependent for coverage within 30 days of the date You gain a Dependent through marriage, birth, adoption, or placement for adoption..

## Domestic Partner Coverage

This Policy covers domestic partners of Subscribers as Spouses. If You selected family coverage, Children covered under this Policy also includes the Children of Your domestic partner. Proof of the domestic partnership and financial interdependence must be submitted in the form of:

1. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists, or
  2. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
    - a. The affidavit must be notarized and must contain the following:
      - The partners are both eighteen years of age or older and are mentally competent to consent to contract;
      - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
      - The partners have been living together on a continuous basis prior to the date of the application;
      - Neither individual has been registered as a member of another domestic partnership within the last six months; and
    - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
    - c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
      - A joint bank account;
      - A joint credit card or charge card;
      - Joint obligation on a loan;
      - Status as an authorized signatory on the partner's bank account, credit card or charge card;
      - Joint ownership of holdings or investments;
      - Joint ownership of residence;
      - Joint ownership of real estate other than residence;
      - Listing of both partners as tenants on the lease of the shared residence;
      - Shared rental payments of residence (need not be shared 50/50);
      - Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
      - A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50);
      - Shared household budget for purposes of receiving government benefits;
      - Status of one as representative payee for the other's government benefits;
      - Joint ownership of major items of personal property (e.g., appliances, furniture);
      - Joint ownership of a motor vehicle;
      - Joint responsibility for child care (e.g., school documents, guardianship);
      - Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50);
      - Execution of wills naming each other as executor and/or beneficiary;
      - Designation as beneficiary under the other's life insurance policy;
      - Designation as beneficiary under the other's retirement benefits account;
      - Mutual grant of durable power of attorney;
      - Mutual grant of authority to make health care decisions (e.g., health care power of attorney);
      - Affidavit by creditor or other individual able to testify to partners' financial interdependence; or
- Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**Premium**

If the Subscriber fails to pay the required Premium within a 31-day grace period, this Policy will terminate retroactively back to the last date Premiums were paid. The Subscriber will be responsible for paying any claims submitted during the grace period if this Policy terminates