

# **Alyeska Pipeline Service Company**

## **Dental Standard Plan**

Active Employees

9000000

# HOW TO CONTACT THE CLAIMS ADMINISTRATOR

Please call or write our Customer Service staff for help with the following:

- Questions about the benefits of this plan
- Questions about your claims
- Questions or complaints about care or services you receive
- Change of address or other personal information

## CUSTOMER SERVICE

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### **Mailing Address:**

Premera Blue Cross Blue Shield of Alaska

### **For Claims Only**

P.O. Box 91059  
Seattle, WA 98111-9159

### **Physical Address:**

Premera Blue Cross Blue Shield of Alaska  
3800 Centerpoint Dr., Suite 940  
Anchorage, AK 99503-5825

### **Telephone Numbers:**

Local and toll-free number: 1-800-508-4722 (TTY 711)

## **Online information about this dental care plan is at your fingertips whenever you need it**

You'll find answers to most of your questions about this plan in this benefit booklet. You also can explore our website at [www.premera.com](http://www.premera.com) anytime you want to:

- Learn more about how to use this plan
- Locate a dental care provider near you
- Get details about the types of expenses you're responsible for and this plan's benefit maximums
- Check the status of your claims
- Visit our health-information resource to gain knowledge about diseases, illnesses, medications, treatments, nutrition, fitness and many other health topics

You also can call our Customer Service staff at the numbers listed above. We're happy to answer your questions and appreciate any comments you want to share. In addition, you can get benefit, eligibility and claim information through our Interactive Voice Response system when you call Customer Service.

Group Name:	Alyeska Pipeline Service Company
Effective Date:	March 1, 2022
Group Number:	9000000
Plan:	Alaska Dental Standard – Active Employees
Certificate Form Number:	APSC22D

## Discrimination is Against the Law

Premera Blue Cross Blue Shield of Alaska (Premera) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Premera does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Premera provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats). Premera provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages. If you need these services, contact the Civil Rights Coordinator. If you believe that Premera has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation, you can file a grievance with: Civil Rights Coordinator — Complaints and Appeals, PO Box 91102, Seattle, WA 98111, Toll free: 855-332-4535, Fax: 425-918-5592, TTY: 711, Email [AppealsDepartmentInquiries@Premera.com](mailto:AppealsDepartmentInquiries@Premera.com). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Ave SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Language Assistance

**PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 800-508-4722 (TTY: 711).  
**ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 800-508-4722 (TTY: 711).  
**주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 800-508-4722 (TTY: 711) 번으로 전화해 주십시오.  
**LUS CEEV:** Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 800-508-4722 (TTY: 711).  
**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 800-508-4722 (телетайп: 711).  
**注意:** 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 800-508-4722 (TTY: 711)。  
**MO LOU SILAFIA:** Afai e te tautala Gagana fa'a Sāmoa, o loo iai auaunaga fesoasoan, e fai fua e leai se totagi, mo oe, Telefoni mai: 800-508-4722 (TTY: 711).  
**ໂບດລາບ:** ຖ້າວ່າທ່ານເວົ້າພາສາລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ຄ່າ, ຄວນມີພ້ອມໃຫ້ທ່ານ. ໂທ 800-508-4722 (TTY: 711).  
**注意事項:** 日本語を話される場合、無料の言語支援をご利用いただけます。800-508-4722 (TTY:711) まで、お電話にてご連絡ください。  
**PAKDAAR:** Nu sanitaem ti llocano, ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Awagan ti 800-508-4722 (TTY: 711).  
**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 800-508-4722 (TTY: 711).  
**УВАГА!** Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки.

Телефонуйте за номером 800-508-4722 (телетайп: 711).

**เสียง:** ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 800-508-4722 (TTY: 711).

**ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 800-508-4722 (TTY: 711).

**UWAGA:** Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 800-508-4722 (TTY: 711).

**ملحوظة:** إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 800-508-4722 (رقم هاتف الصم والبكم: 711).

**ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 800-508-4722 (TTY: 711).

**ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 800-508-4722 (ATS : 711).

**ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 800-508-4722 (TTY: 711).

**ATTENZIONE:** In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 800-508-4722 (TTY: 711).

**توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 800-508-4722 (TTY: 711) تماس بگیرید.

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## INTRODUCTION

This booklet is for members of the Alyeska Pipeline Service Company medical plan. This plan is self-funded by Alyeska Pipeline Service Company, which means that Alyeska Pipeline Service Company is financially responsible for the payment of plan benefits. Alyeska Pipeline Service Company ("the Group") has the final discretionary authority to determine eligibility for benefits and construe the terms of the plan.

Alyeska Pipeline Service Company has contracted with Premera Blue Cross Blue Shield of Alaska, an independent licensee of the Blue Cross Blue Shield Association, to perform administrative duties under the plan, including the processing of claims. Alyeska Pipeline Service Company has delegated to Premera Blue Cross Blue Shield of Alaska the discretionary authority to determine eligibility for benefits and to construe the terms used in this plan to the extent needed to perform our duties. Premera Blue Cross Blue Shield of Alaska does not insure the benefits of this plan. In this booklet Premera Blue Cross Blue Shield of Alaska is called the "Claims Administrator." The terms "we," "us," and "our" also refer to Premera Blue Cross Blue Shield of Alaska. This booklet replaces any other benefit booklet you may have.

## HOW TO USE THIS BOOKLET

This booklet will help you get the most out of your benefits. Every section contains important information, but the ones below may be particularly useful:

- **WHAT DO I NEED TO KNOW BEFORE I GET CARE?** – important information that helps you understand about the benefits of this plan
- **WHAT ARE MY BENEFITS?** – what's covered under this plan
- **EXCLUSIONS** – services that are either limited or not covered under this plan
- **WHO IS ELIGIBLE FOR COVERAGE?** – eligibility requirements for this plan
- **HOW DO I FILE A CLAIM?** – step-by-step instructions for claims submissions
- **COMPLAINTS AND APPEALS** – addresses and processes to follow if file a complaint or submit an appeal
- **DEFINITIONS** – many terms that have specific meanings under this plan. Example: The terms "you" and "your" refer to members under this plan.

## WHAT DO I NEED TO KNOW BEFORE I GET CARE?

The covered services under this plan are classified as Diagnostic and Preventive, Basic, and Major. The lists of services that relate to each type are outlined in the following pages under "Description of Covered Services." These services are covered once all of the following requirements are met. It's important to understand all of these requirements so you can make the most of your dental benefits.

Benefits are available for the services described in this section that are furnished for a covered dental condition. "Covered dental condition" means a covered member's illness, injury or disease, or a dependent child's congenital malformation. Such services must meet all of the following requirements:

- They must be dentally necessary (see definition of "Dentally Necessary")
- They must not be excluded from coverage under this plan
- They must be furnished by a licensed dentist (D.M.D. or D.D.S.), except that they may also be furnished by a dental hygienist or other individual, performing within the scope of their license as allowed by law. These services must be rendered under the supervision and guidance of a dentist. (The above providers are called "dental care providers" in this booklet.)

### ALTERNATIVE TREATMENT

To determine benefits available under this plan, alternative procedures or services with different fees that are consistent with acceptable standards of dental practice in consultation with the attending dental provider are utilized. In all cases where there's an alternative course of treatment that is less costly, we'll only provide benefits for the treatment with the lesser fee. If you and your dental care provider choose a more costly treatment, you're responsible for the additional charges beyond those for the less costly alternative treatment.

### ESTIMATE OF DENTAL BENEFITS

An estimate of dental benefits verifies, for the dental care provider and you, your eligibility and benefits. Because we consider alternative treatment at the time we review the estimate, our review may result in a lower cost of treatment and additional services under this benefit. It may also clarify, before services are rendered, treatment that isn't covered in whole or in part. This can protect you from unexpected out-of-pocket expenses.

An estimate of benefits isn't required in order for you to receive your dental benefits. However, we suggest that your dental care provider submit an estimate to us for any proposed dental services you are concerned about your out-of-pocket expenses, before your course of treatment begins.

The decision to deny, reduce, or end benefits for an otherwise covered service because that service isn't dentally necessary will be made by a Premera Blue Cross Blue Shield of Alaska employee or consultant who is a licensed dentist.

### PLAN YEAR DENTAL DEDUCTIBLE

Diagnostic and Preventive covered services aren't subject to a plan year dental deductible. However, a plan year dental deductible does apply to covered Basic, Major and Orthodontia services. The dental deductible is the amount you must pay for Basic, Major and Orthodontia services per plan year before benefits are payable under this plan for those services. The amount credited toward the dental deductible won't exceed the allowed amount for the covered service.

For each member, the individual dental deductible amount is \$25.

This plan has a plan year dollar maximum described below. We don't count allowed amounts that apply to your individual dental deductible toward that annual dollar maximum. However, the plan also has limits on how often some Basic or Major procedures can be covered in a specific period of time. If you receive services or supplies covered by a benefit that has such a limit, we do count the procedures that apply to your individual dental deductible toward that limit.

### FAMILY DENTAL DEDUCTIBLE

We also keep track of the expenses applied to the individual dental deductible that are incurred by all enrolled family members combined. When the total equals \$50 we will consider the individual dental deductible of every enrolled family member to be met for the plan year. The \$50 is called the "family dental deductible." Only the amounts used to satisfy each enrolled family member's individual dental deductible will count toward the family dental deductible.

## COINSURANCE

As used in this plan, "coinsurance" is a defined percentage of allowed amounts for covered services you receive. The benefit percentages provided by this plan and the remaining percentage you're responsible for are referred to as "coinsurance."

## DENTAL BENEFIT MAXIMUM

The maximum amount of dental benefits available to any one member in a plan year is \$3,000.

Under this Plan, Class I - Diagnostic and Preventive Services do not accrue towards the dollar maximum amount of dental benefits available.

Covered dental services requiring multiple treatment dates are considered incurred on the date the services are completed. This is known as the seat date. Amounts paid for such procedures will be applied to the dental benefit maximum based on the incurred date.

## NETWORK PROVIDERS

For the most current information on network dental care providers, please refer to our web site or contact Customer Service. You'll find this information on the inside front cover of this booklet.

This plan is designed to cover all dental care providers at the same benefit level. When you receive services from network providers, your claims will be submitted directly to us, and available benefits will be paid directly to the dental care provider. Network providers agree to accept our "allowed amount" (please see the "Definitions" section in this booklet) as payment in full. You're responsible only for any applicable plan year deductible, coinsurance, amounts that are in excess of stated benefit maximums, and charges for non-covered services.

**Important Note:** You're entitled to receive a provider directory automatically, without charge.

## NON-NETWORK PROVIDERS

If you do not have reasonable access to a network provider or decide not to use a network provider, you may choose any dental care provider. Your dental services will be paid at the same benefit level as network providers. However, if you receive services from non-network dental care providers, you're responsible for amounts above the allowed amount in addition to any applicable plan year deductible, coinsurance, amounts that are in excess of stated benefit maximums, and charges for non-covered services. Amounts that are in excess of the allowed amount don't accrue toward your plan year deductible if one applies.

You may be required to submit the dental claim yourself if your dental care provider doesn't do this for you. Please see the "How Do I File A Claim?" section in this booklet for instructions on submitting claims for reimbursement.

For the most current information on network dental care providers, please refer to our web site or contact Customer Service. You'll find this information on the inside front cover of this booklet.

This plan is designed to cover all dental care providers at the same benefit level. However, the Group has made use of our contracts with local providers and a nationwide network of dental care providers who can provide preventive and specialty dental care services. When you receive services from network providers, your claims will be submitted directly to us, and available benefits will be paid directly to the dental care provider. Network providers agree to accept our "allowed amount" (please see the "Definitions" section in this booklet) as payment in full. You're responsible only for any applicable plan year deductible, coinsurance, amounts that are in excess of stated benefit maximums, and charges for non-covered services.

**Important Note:** You're entitled to receive a provider directory automatically, without charge.

## WHAT ARE MY DENTAL BENEFITS?

### WHAT DO I PAY FOR COVERED SERVICES?

After you satisfy the required plan year deductible, you pay the following coinsurance per plan year, up to the dental benefit maximum. Dental services fall into 3 categories: Diagnostic and Preventive, Basic, Major and Implant services. **Please note:** Diagnostic and preventive services do not accrue to dental benefit maximum.

In this section you'll find a description of the services included in each category.

- Class I - Diagnostic and Preventive Services....0%

- Class II – Basic Services .....20%
- Class III – Major Services .....30%
- Class IV –  
Implants and all Implant Related Services .....30%

## **DESCRIPTION OF COVERED SERVICES**

### **Class I - Diagnostic And Preventive Services**

- Routine comprehensive and periodic oral examinations are limited to two per plan year. Professional consultations, periodontal evaluations and other office visits apply to this limit
- Prophylaxis (cleaning of teeth) is limited to two per plan year
- Topical application of fluoride is covered for members under the age of 20, and is limited to two treatments per plan year
- Dental x-rays include:
  - Bitewing x-rays
  - Either a panoramic x-ray or comparable cone beam or a complete full mouth series of x-rays, once every 36 consecutive months
  - Periapical x-rays
  - Occlusal x-rays
- Sealants, for members under the age of 20, on permanent molars only. Replacements limited to once every 24 consecutive months
- Oral pathology laboratory services, not including the removal of tissue sample, are covered when directly related to teeth and gums.
- Space maintainers
- Problem focused (including emergency) oral evaluations and re-evaluations are limited to two per plan year. Please see the "Definitions" section for the definition of a Dental Emergency.

### **Class II - Basic Services**

- Simple extractions
- Therapeutic drug injections administered in a dental office
- Fillings, consisting of amalgam and composite resins on any given tooth surface are covered once in any 24 consecutive months.
- Prefabricated stainless steel, porcelain, ceramic, resin or other esthetic coated stainless steel crowns are limited to once per tooth every 24 consecutive months
- Repair or recement of inlays, onlays, crowns, bridgework and dentures are covered when services are performed done 6 or more months after initial placement
- Periodontal maintenance, as a follow-up to active periodontal treatment, is limited to 4 treatments per plan year.
- Surgical extractions of erupted or impacted teeth and removal of residual tooth roots
- Limited occlusal adjustments are limited to once every 12 consecutive months as dentally necessary
- Emergency palliative treatment. We require a written description and/or office records of services provided.
- Oral surgery related to the tooth and gum includes:
  - Oral excision of soft tissue or bone
  - Oral excision of intra-osseous lesions
  - Oral surgical incision
  - Alveoplasty or vestibuloplasty
- General or intravenous anesthesia in a dental care provider's office, when dentally necessary
- Occlusal guard (nightguard) is limited to once every 36 consecutive months. Occlusal guard repair, relines and adjustments are limited to once every 12 consecutive months when services are performed done 6 or more months after initial placement of occlusal guard.
- Periodontal surgery is covered in the same quadrant once every 36 consecutive months

- Periodontal soft tissue grafts are covered in the same quadrand once every 26 consecutive months
- Non-surgical periodontal services of the gums and supporting structures include:
  - Periodontal scaling and root planing is limited to once per quadrant every 24 consecutive months
  - Full mouth debridement is limited to once every 36 consecutive months
  - Localized delivery of antimicrobial agents, subject to review
- Endodontic services of teeth with diseased or damaged nerves include:
  - Direct pulp cap
  - Pulpotomy
  - Endodontic (root canal) treatment is limited to once per tooth in a 2 plan year period: every 24 consecutive months
  - Retreatment of a root canal when services are done at least 12 months after the original procedure when performed by a different dental office
  - Open and drain (open and broach) (open and medicate) procedures may be limited to a combined allowance based on our review of the services rendered
  - Apexification, apicoectomy, periradicular surgery, and retrograde filling

### **Class III - Major Services**

- Inlays, onlays, crowns and labial veneers for a tooth that is decayed, fractured or where there is significant loss of clinical crown and no other dentally appropriate restoration will restore the teeth
- Labial veneers are limited to anterior teeth and subject to review for dental necessity. Labial veneers are often considered cosmetic and not covered by this dental plan. For this reason, an estimate of your dental benefits is strongly recommended.
- Initial placement of a fixed bridge or denture. Replacement is limited to:
  - Once every 5 plan years from the original seat date and only if it is unserviceable and cannot be made serviceable
  - The replacement or addition of teeth is required to replace 1 or more additional teeth extracted after initial placement
- Reline, rebase and adjustments of dentures are covered when services are done 6 or more months after denture installation.
- Crown build-ups or post and cores for covered crowns
- Precision attachments

### **Class IV - Implants And Implant Related Services**

Benefits are provided for implants and ALL implant related services.

**Note:** Covered services including implant abutment and/or crowns over the implants are covered only once in a 5 consecutive year period (5 years from the date of the installation of the prosthetic service).

### **Limitations**

**In addition to "Exclusions" this benefit doesn't cover any of the following:**

- Study Models
- Photographic images
- Plaque control programs (oral hygiene instruction, dietary instruction and home fluoride kits)
- Duplicate appliances
- Cleaning of appliances
- Complete occlusal adjustment
- Periodontal splinting and/or crown and bridgework in conjunction with periodontal splinting
- Crowns and copings in conjunction with an overdenture
- Indirect pulp caps
- Maxillofacial prosthetics

- Temporary, interim or provisional services for crowns, bridges or dentures

## **Dental Care Services For Accidental Injuries**

When services are related to accidental injuries benefits are available for Basic and Major services as follows:

Repreparation or repair of the natural tooth structure when it's required as a result of an accidental injury to that structure, and such repair is performed within 12 months of the accidental injury.

These services are only covered when they are:

- Necessary as a result of an accidental injury;
- Performed within the scope of the provider's license;
- Not required due to damage from biting or chewing;
- Performed within 12 months of the accident causing the injury; and
- Rendered on natural teeth that were free from decay and otherwise functionally sound at the time of the injury. "Functionally sound" means that the affected teeth:
  - Don't have extensive restoration, veneers, crowns or splints; or
  - Don't have periodontal disease or other condition that would cause the tooth to be in a weakened state prior to the injury.

**Please Note:** An accidental injury doesn't cover damage caused by biting or chewing, even if due to a foreign object in food.

If you have a medical plan with Premera Blue Cross Blue Shield of Alaska, benefits for dental care services related to an accidental injury are covered under the Dental Services benefits of the medical plan.

## **Extension Requests For Accidental Injury Services**

If necessary services can't be completed within 12 months of an accidental injury, coverage may be extended if your dental care meets our extension criteria. We must receive extension requests within 12 months of the accidental injury date.

## **ORTHODONTIA**

### **Covered Services And Supplies**

Covered orthodontic services and supplies include only the following:

- Diagnostic services and supplies, including examinations, x-rays, models, and photographs
- Active treatment, including initial and subsequent necessary appliances
- Retention treatment, including necessary appliances

We reserve the right to review your dental records, including x-rays, models, and photographs, to determine if the requested services and supplies are within the limits of this benefit.

Benefits are available for the services and supplies described in this section subject to the following requirements:

- An existing orthodontic condition must be diagnosed as consisting of a handicapping malocclusion which is abnormal and which can be reduced or eliminated by correcting abnormally positioned teeth
- An expense for an orthodontic service or supply is incurred on the date the service is received or the supply is ordered

Any plan year deductibles and coinsurance of other benefits under this plan don't apply to this benefit.

### **Benefits**

After you satisfy the required plan year deductible, the plan pays 50% of allowable charges, up to the lifetime benefit maximum of \$2,000 for each member, or until the member's total treatment plan, including retention treatment is paid, whichever occurs first.

### **Limitations**

**In addition to "Exclusions" this benefit doesn't cover any of the following:**

- Any replacement or repair to any appliance

- Charges beyond the month of termination of orthodontic services if such services are terminated for any reason before completion
- Further orthodontic services and supplies, after completion of the initial treatment plan, unless this benefit's lifetime maximum hasn't been reached
- Expenses incurred for orthodontic services or supplies when this benefit isn't in effect or when you're not covered under this benefit

## **EXCLUSIONS**

In addition to services listed as not covered under Description of Covered Services, this section lists the services that are either limited or not covered by this plan.

### **Amounts Over the Allowed amount**

Costs over the allowable charge as defined by this plan, including services from a non-contracted provider.

### **Benefits From Other Sources**

Services that are covered by other types of insurance or coverage such as:

- Motor vehicle medical no-fault coverage
- Any type of no-fault coverage, such as Personal Injury Protection (PIP), Medical Payment coverage or Medical Premises coverage
- Any type of liability insurance, such as homeowners' coverage or commercial liability coverage
- Any type of excess coverage
- Boat coverage
- School or athletic coverage

### **Benefits That Have Been Exhausted**

Services in excess of benefit limitations or maximums of this plan.

### **Broken or Missed Appointments**

### **Charges for Records or Reports**

- Charges from providers for supplying records or reports not requested for utilization management

### **Comfort or Convenience**

- Personal services or items like meals for guests while hospitalized, long-distance phone, radio or TV, personal grooming, and babysitting
- Normal living needs, such as food, clothes, housekeeping and transport. This does not apply to chores done by a home health aide as prescribed in your treatment plan.
- Meal or dietary assistance, including "Meals on Wheels"

### **Complications**

- This plan does not cover any complications of a non-covered service, including follow-up services or effects of those services.

### **Cosmetic Services**

- Treatment of congenital malformations, except when the patient is an eligible dependent child
- This plan does not cover drugs, services or supplies for cosmetic services. This includes services performed to reshape normal structures of the body in order to improve or alter your appearance and not primarily to restore an impaired function of the body.
- Services and supplies rendered for cosmetic or aesthetic purposes, including any direct or indirect complications and aftereffects thereof, except as specified in the Orthodontia benefit

### **Counseling, Education or Training**

Counseling or training in the absence of illness including:

- Job help and outreach,
- Social or fitness counseling

- Acting as a tutor, helping a member with schoolwork, acting as an educational or other aide for a member while the member is at school, or providing services that are part of a school's individual education program or should otherwise be provided by school staff
- Private school or boarding school tuition

**Court-Ordered Services**

Services that you must get to avoid being tried, sentenced or losing the right to drive when they are not medically necessary.

**Dental Services Received From A:**

- Dental or medical department maintained for employees by or on behalf of an employer; or
- Mutual benefit association, labor union, trustee or similar person or group

**Dietary Services**

Dietary planning or nutritional counseling for the control of dental caries, oral hygiene instruction and training in preventive dental care.

**Experimental or Investigational Services**

Experimental or investigational, see Definitions. This plan also does not cover any complications or effects of such non-covered services.

**Extra Or Replacement Items**

- Extra dentures or other appliances, including replacements due to loss or theft
- Replacement of amalgam or resin-based composite fillings due to mercury or other allergic reactions

**Facility Charges**

Hospital and ambulatory surgical center care for dental procedures.

**Family Members Or Volunteers**

This plan does not cover services that you provide to yourself. It also does not cover a provider who is:

- Your spouse, mother, father, child, brother or sister
- Your mother, father, child, brother or sister by marriage
- Your stepmother, stepfather, stepchild, stepbrother or stepsister
- Your grandmother, grandfather, grandchild or the spouse of one of these people
- A volunteer

**Government Facilities**

This plan does not cover services provided by a non-contracted state or federal facility that are not emergency care unless required by law or regulation.

**Home-Use Products**

Services and supplies that are normally intended for home use such as take home fluoride, toothbrushes, floss and toothpaste.

**Home Visits**

Dental visits or procedures received in a member's home.

**Illegal Acts and Terrorism**

Illness or injury you get while committing a felony, an act of terrorism, or an act of riot or revolt.

**Increase Of Vertical Dimension**

Any service to increase or alter the vertical dimension.

**Military Service and War**

Illness or injury that is caused by or arises from:

- Acts of war, such as armed invasion, no matter if war has been declared or not

- This includes the air force, army, coast guard, marines, National Guard and Navy. It also includes any related civilian forces or units. However, this exclusion does not apply to members of the U.S. military (active or retired) or their dependents enrolled in the TRICARE program. This plan will be primary to TRICARE for these members when required by federal law

### **Multiple Providers**

Services provided by more than one dental care provider for the same dental procedure.

### **Non-Standard Techniques**

Other than standard techniques used in the making of restorations or prosthetic appliances, such as personalized restorations.

### **Non-Treatment Charges**

- Charges for provider travel time
- Transporting a member in place of a parent or other family member or accompanying the member to appointments or other activities outside the home, such as medical appointments or shopping. Doing housework or chores for the member or helping the member do housework or chores.
- Arrangements in which the provider lives with the member

### **Non-Treatment Facilities, Institutions or Programs**

- Institutional care
- Housing
- Incarceration
- Programs from facilities that are not licensed to provide treatment for covered conditions. Examples are prisons, nursing homes and juvenile detention facilities.

### **Not Covered Under This Plan**

- Services that are not listed in this booklet as covered or that are directly related to any condition, service or supply that isn't covered under this plan
- Services received or ordered when this plan isn't in effect, or when you aren't covered under this plan (including services and supplies started before your effective date or after the date coverage ends), except for Major services and root canals that:
  - Were started after your effective date and before the date your coverage ended under this plan; and
  - Were completed within 90 days after the date your coverage ended under this plan

### **Orthodontia Services**

Orthodontia, except as specified under "Orthodontia" in the "What Are My Benefits?" section.

### **Orthognathic Surgery (Jaw Augmentation or Reduction)**

Procedures to lengthen or shorten the jaw (orthognathic surgery), regardless of the origin of the condition that makes the procedure necessary.

### **Outside The Scope Of A Provider's License Or Certification**

Services or supplies that are outside the scope of the provider's license or certification, or that are furnished by a provider that isn't licensed or certified by the jurisdiction in which the services or supplies were received.

### **Prescription Drugs**

Any prescription drugs or medicines. This includes vitamins, food supplements, and patient management drugs, such as premedication, sedation and nitrous oxide.

### **Provider's Licensing or Certification**

This plan does not cover services that the provider's license or certification does not allow him or her to perform. It also does not cover a provider that does not have the license or certification that the state requires.

### **Serious Adverse Events and Never Events**

Members and this plan are not responsible for payment of services provided by in-network providers for serious

adverse events, never events and resulting follow-up care. Serious adverse events and never events are medical errors that are specific to a nationally-published list. They are identified by specific diagnoses codes, procedure codes and specific present-on-admission indicator codes. In-Network providers may not bill members for these services and members are held harmless.

Serious Adverse Event means a hospital injury caused by medical management (rather than an underlying disease) that prolonged the hospitalization, and/or produces a disability at the time of discharge

Never Events means events that should never occur, such as a surgery on the wrong patient, a surgery on the wrong body part or wrong surgery.

Not all medical errors are defined as serious adverse events or never events. You can obtain a list of serious adverse events and never events by contacting us at the number listed in the front of this booklet or on the Centers for Medicare and Medicaid Services (CMS) Web page at [www.cms.hhs.gov](http://www.cms.hhs.gov).

### **Services or Supplies for which You Do Not Legally Have to Pay**

Services and supplies for which no charge is made, for which none would have been made if this plan were not in effect, or for which you are not legally required to pay.

#### **Services or Supplies Not Dentally Necessary**

Services that are not dentally necessary

#### **Services or Supplies Not Medically Necessary**

Services or supplies that are not medically necessary even if they're court-ordered. This also includes places of service, such as inpatient hospital care.

#### **Temporomandibular Joint (TMJ) Disorders**

Any dental services or supplies connected with the diagnosis or treatment of temporomandibular joint (TMJ) disorders, including any direct or indirect complications and aftereffects thereof.

#### **Testing And Treatment Services**

- Testing and treatment for mercury sensitivity or allergy-related
- Genetic or caries susceptibility tests

#### **Tobacco Counseling**

Tobacco counseling for the control or prevention of oral disease.

#### **Work-Related Illness or Injury**

This plan does not cover any illness or injury for which you can get benefits under:

- Separate coverage for injuries on the job, even if you did not have to buy it
- Worker's compensation laws
- Any other law that will repay you for an illness or injury you get from your job.

However, this exclusion doesn't apply to sole proprietors, partners or executive officers who are full-time employees of the Group if they're exempt from the above laws and if the Group doesn't furnish them with workers' compensation coverage. They'll be covered under this plan for conditions arising solely from their occupations with the Group. Coverage is subject to the other terms and limitations of this plan.

## **WHAT IF I HAVE OTHER COVERAGE?**

### **COORDINATING BENEFITS WITH OTHER DENTAL CARE PLANS**

You may be covered under one or more other group or individual plans, such as one sponsored by your spouse's employer. This plan includes a "coordination of benefits" feature to handle such situations.

All of the benefits of this plan are subject to coordination of benefits. However, please note that benefits provided under this plan for allowable dental expenses will be coordinated separately from allowable medical expenses.

If you have other coverage besides this plan, we recommend that you submit your claim to the primary carrier first, then submit the claim to the secondary carrier with the primary carrier processing information. In that way, the proper coordinated benefits may be most quickly determined and paid.

## Definitions Applicable To Coordination Of Benefits

To understand coordination of benefits, it's important to know the meanings of the following terms:

- **Allowable Medical Expense** means the usual, customary and reasonable charge for any medically necessary health care service or supply provided by a licensed medical professional when the service or supply is covered at least in part under this plan. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense.
- **Allowable Dental Expense** means the usual, customary and reasonable charge for any dentally necessary service or supply provided by a licensed dental professional when the service or supply is covered at least in part under this plan. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense.
- **Medical Plan** means all of the following health care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trustee plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents
  - Group coverage required or provided by any law, including Medicare. This doesn't include workers' compensation.
  - Group student coverage that's sponsored by a school or other educational institution and includes medical benefits for illness or disease
- **Dental Plan** means all of the following dental care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trustee plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents

Each contract or other arrangement for coverage described above is a separate plan. It's also important to note that for the purpose of this plan, we'll coordinate benefits for allowable medical expenses separately from allowable dental expenses, as separate plans.

### Effect On Benefits

An important part of coordinating benefits is determining the order in which the plans provide benefits. One plan is responsible for providing benefits first. This is called the "primary" plan. The primary plan provides its full benefits as if there were no other plans involved. The other plans then become "secondary." When this plan is secondary, it will reduce its benefits for each claim so that the benefits from all medical plans aren't more than the allowable medical expense for that claim and the benefits from all dental plans aren't more than the allowable dental expense for that claim. Coordination of benefits applies only on a per-claim basis, and is not cumulative.

We will coordinate benefits when you have other health care coverage that is primary over this plan. Coordination of benefits applies whether or not a claim is filed with the primary coverage.

Here is the order in which the plans should provide benefits:

**First:** A plan that doesn't provide for coordination of benefits.

**Next:** A plan that covers you as **other than** a dependent.

**Next:** A plan that covers you as a dependent. For dependent children, the following rules apply:

When the parents **aren't** separated or divorced: The plan of the parent whose birthday falls earlier in the year will be primary, if that's in accord with the coordination of benefits provisions of both plans. Otherwise,

the rule set forth in the plan that doesn't have this provision shall determine the order of benefits.

When the parents **are** separated or divorced: If a court decree makes one parent responsible for paying the child's health care costs, that parent's plan will be primary. Otherwise, the plan of the parent with custody will be primary, followed by the plan of the spouse of the parent with custody, followed by the plan of the parent who doesn't have custody.

If the rules above don't apply, the plan that has covered you for the longest time will be primary, except that benefits of a plan that covers you as a laid-off or retired employee, or as the dependent of such an employee, shall be determined after the benefits of any plan that covers you as other than a laid-off or retired employee, or as the dependent of such an employee. However, this applies only when other plans involved have this provision regarding laid-off or retired employees.

If none of the rules above determine the order of benefits, the plan that's covered the employee or subscriber for the longest time will be primary.

### **Right Of Recovery/Facility Of Payment**

The plan has the right to recover any amount it overpaid. The plan may recover these amounts from your provider, other insurance companies, service plans, or other organizations. Also, if another plan makes a payment that this plan should have made, the plan has the right to pay the other plan directly. Such payment will be considered a benefit under this plan.

This plan will provide a minimum of 30 calendar days' notice of the recovery. You have the right to challenge the recovery.

This plan will not initiate any recovery more than 365 days after the original claim is settled, unless the plan has a clear and documented reason to believe that fraud was committed or there was other intentional misconduct. This plan has the right to appoint a third party to act on its behalf in recovery efforts.

### **COORDINATING BENEFITS WITH MEDICARE**

If you're also covered under Medicare, federal law may require this plan to be primary over Medicare. When this plan isn't primary, we'll coordinate benefits with Medicare.

### **THIRD PARTY RECOVERY**

#### **General**

If you become ill or are injured by the actions of a third party, your medical care should be paid by that third party. For example, if you are hurt in a car crash, the other driver or his or her insurance company may be required under law to pay for your medical care.

This plan does not pay for claims for which a third party is responsible. However, the plan may agree to advance benefits for your injury with the understanding that it will be repaid from any recovery received from the third party. By accepting plan benefits for the injury, you agree to comply with the terms and conditions of this section.

In addition, the plan maintains a right of subrogation, meaning the right of the plan to be substituted in place of the member who received benefits with respect to any lawful claim, demand, or right of action against any third party that may be liable for the injury, illness or medical condition that resulted in payment of plan benefits. The third party may not be the actual person who caused the injury and may include an insurer to which premiums have been paid.

The plan administrator has discretion to interpret and to apply the terms of this section. It has delegated such discretion to Premera Blue Cross Blue Shield of Alaska and its affiliates to the extent we need in order to administer this section.

**Definitions** The following definitions shall apply to this section:

- **Recovery** All payments from another source that are related in any way to your injury for which plan benefits have also been paid. This includes any judgment, award, or settlement. It does not matter how the recovery is termed, allocated, or apportioned or whether any amount is specifically included or excluded as a medical expense. Recoveries may also include recovery for pain and suffering, non-economic damages, or general damages. This also includes any amounts put into a trust or constructive trust set up by or for you or your family, beneficiaries or estate as a result of your injury.
- **Reimbursement Amount** The amount of benefits paid by the plan for your injury and that you must pay back to the plan out of any recovery per the terms of this section.

- **Responsible Third Party** A third party that is or may be responsible under the law ("liable") to pay you back for your injury.
- **Third Party** A person; corporation; association; government; insurance coverage, including uninsured/underinsured motorist (UM/UIM), personal umbrella coverage, personal injury protection (PIP) insurance, medical payments coverage from any source, or workers' compensation coverage. The third party may not be the actual party who caused the injury, and may include an insurer.  
**Please Note:** For this section, a third party does not include other health care plans that cover you.
- **You** In this section, "you" includes any lawyer, guardian, or other representative that is acting on your behalf or on the behalf of your estate in pursuing a repayment from responsible third parties.

### Exclusions

- **Benefits From Other Sources** – Benefits are not available under this plan when coverage is available through:
  - Any type of excess coverage
  - Any type of liability insurance, such as home-owner's coverage or commercial liability coverage
  - Any type of no-fault coverage, such as Personal injury protection (PIP) coverage, Medical Payment coverage or Medical Premises coverage
  - Boat coverage
  - Motor vehicle medical or motor vehicle no-fault
  - School or athletic coverage
- **Work-Related Conditions** – Any illness, condition or injury arising out of or in the course of employment, for which the member is entitled to receive benefits, whether or not a proper and timely claim for such benefits has been made under:
  - Occupational coverage required of or voluntarily obtained by the employer
  - State or federal workers compensation acts
  - Any legislative act providing compensation for work-related illness or injury

However, this exclusion doesn't apply to owners, partners or executive officers who are full-time employees of the Group if they're exempt from the above laws and if the Group doesn't furnish them with workers' compensation coverage. They'll be covered under this plan for conditions arising solely from their occupations with the Group. Coverage is subject to the other terms and limitations of this plan.

These exclusions apply when the available or existing contract or insurance is either issued to a member or makes benefits available to a member, whether or not the member makes a claim under such coverage. Further, the member is responsible for any cost-sharing required by motor vehicle coverage, unless applicable state law requires otherwise. If other insurance is available for medical bills, the member must choose to put the benefit to use towards those medical bills before coverage under this plan is available. Once benefits under such contract or insurance have been used and exhausted or considered to no longer be injury-related under the no-fault provisions of the contract, this plan's benefits will be provided.

### Reimbursement and Subrogation Rights

If the plan advances payment of benefits to you for an injury, the plan has the right to be repaid in full for those benefits.

- The plan has the right to be repaid first and in full, without regard to lawyers' fees or legal expenses, make-whole doctrine, the common fund doctrine, your negligence or fault, or any other common law doctrine or state statute that the plan is not required to comply with that would restrict the plan's right to reimbursement in full. The reimbursement to the plan shall be made directly from the responsible third party or from you, your lawyer or your estate.
  - The plan shall also be entitled to reimbursement by asking for refunds from providers for the claims that it had already paid.
- The plan's right to reimbursement first and in full shall apply even if:
  - The recovery is not enough to make you whole for your injury.
  - The funds have been commingled with other assets. The plan may recover from any available funds without the need to trace the source of the funds.
  - The member has died as a result of the injury and a representative is asserting a wrongful death or survivor

claim against the third party.

- The member is a minor, disabled person, or is not able to understand or make decisions.
- The member did not make a claim for medical expenses as part of any claim or demand
- Any party who distributes your recovery funds without regard to the plan's rights will be personally liable to the plan for those funds.
- In any case where the plan has the right to be repaid, the plan also has the right of subrogation. This means that the Plan Administrator can choose to take over your right to receive payments from any responsible third party. For example, the plan can file its own lawsuit against a responsible third party. If this happens, you must co-operate with the plan as it pursues its claim.

The plan shall also have the right to join or intervene in your suit or claim against a responsible third party.

- You cannot assign any rights or causes of action that you might have against a third party tortfeasor, person, or entity, which would grant you the right to any recovery without the express, prior written consent of the plan.

### **Your Responsibilities**

- If any of the requirements below are not met, the plan shall:
  - Deny or delay claims related to your injury
  - Recoup directly from you all benefits the plan has provided for your injury
  - Deduct the benefits owed from any future claims
- You must notify Premera Blue Cross Blue Shield of Alaska of the existence of the injury immediately and no later than 30 days of any claim for the injury.
- You must notify the third parties of the plan's rights under this provision.
- You must cooperate fully with the plan in the recovery of the benefits advanced by the plan and the plan's exercise of its reimbursement and subrogation rights. You must take no action that would prejudice the plan's rights. You must also keep the plan advised of any changes in the status of your claim or lawsuit.
- If you hire a lawyer, you must tell Premera Blue Cross Blue Shield of Alaska right away and provide the contact information.

Neither the plan nor Premera Blue Cross Blue Shield of Alaska shall be liable for any costs or lawyer's fees you must pay in pursuing your suit or claim. You shall defend, indemnify and hold the plan and Premera Blue Cross Blue Shield of Alaska harmless from any claims from your lawyer for lawyer's fees or costs.

- You must complete and return to the plan an Incident Questionnaire and any other documents required by the plan.

Claims for your injury shall not be paid until Premera Blue Cross Blue Shield of Alaska receives a completed copy of the Incident Questionnaire when one was sent.

- You must tell Premera Blue Cross Blue Shield of Alaska if you have received a recovery. If you have, the plan will not pay any more claims for the injury unless you and the plan agree otherwise.
- You must notify the plan at least 14 days prior to any settlement or any trial or other material hearing concerning the suit or claim.

### **Reimbursement and Subrogation Procedures**

If you receive a recovery, you or your lawyer shall hold the Recovery funds separately from other assets until the plan's reimbursement rights have been satisfied. The plan shall hold a claim, equitable lien, and constructive trust over any and all recovery funds. Once the plan's reimbursement rights have been determined, you shall make immediate payment to the plan out of the recovery proceeds.

If you or your lawyer do not promptly set the recovery funds apart and reimburse the plan in full from those funds, the plan has the right to take action to recover the reimbursement amount. Such action shall include, but shall not be limited to one or both of the following:

- Initiating an action against you and/or your lawyer to compel compliance with this section.
- Withholding plan benefits payable to you or your family until you and your lawyer complies or until the reimbursement amount has been fully paid to the plan.

## WHO IS ELIGIBLE FOR COVERAGE?

### EMPLOYEE ELIGIBILITY

As a Regular, Alyeska Employee, you may enroll in the Plan on the date you are hired. Your coverage will take effect when you become eligible (date of enrollment) for coverage, provided you have completed and returned your enrollment form to your HR representative within 30 days of when you first become eligible.

### DEPENDENT ELIGIBILITY

An "eligible dependent" is defined as one of the following.

- An Employee's Spouse;
- A Dependent Child: an employee's natural, adopted child, or stepchild living with the Employee until the child is age 26;
- A Dependent child over age 26, who is dependent for support due to a developmental or physical disability which occurred while covered by the Dental Plan;
- A child who, pursuant to a Qualified Child Medical Support Order (QCMSO), must be recognized as a Dependent for the purpose of providing health coverage; and
- A Domestic Partner of the Employee, regardless of same or opposite sex, that meets the requirements stated in the "General Information" booklet for the Dental Plan and in the Domestic Partner Affidavit provided by and required by Alyeska.

Coverage may be continued for children who become developmentally or physically disabled while covered under the Dental Plan. Subject to Premiera Blue Cross Blue Shield of Alaska's approval, this extended coverage may be continued for as long as the condition lasts.

Coverage under a QCMSO will become effective on the date of the order, if the enrollment information is completed within 60 days of the date of the QCMSO. Otherwise coverage will become effective on the date the enrollment form is received. The enrollment form may be submitted by the Employee, custodial parent, or a state agency. The Employee will be charged the increase in required contributions, if applicable, from the child's effective date.

Dependent coverage takes effect on the same date your coverage becomes effective provided you have enrolled for Dependent and Employee coverage.

If your Dependent, such as a Spouse, is also an Employee of the Employer, you may list him or her as an eligible Dependent when selecting coverage.

## WHEN DOES COVERAGE BEGIN?

### ENROLLMENT

Enrollment is timely when Alyeska Pipeline Service Company receives the completed enrollment form within 30 days of the date the employee becomes an "eligible employee" as defined earlier in this section. When enrollment is timely, coverage for the employee and enrolled dependents will become effective on the employee's date of hire. If Alyeska Pipeline Service Company does not receive your completed enrollment form within 30 days of the date you became eligible, none of the dates above will apply. Please see "Open Enrollment" and "Special Enrollment" below.

### Dependents Acquired Through Marriage After The Subscriber's Effective Date

When Alyeska Pipeline Service Company receives the completed enrollment form within 31 days after the marriage, coverage will become effective on the date of marriage. If Alyeska Pipeline Service Company does not receive the enrollment form within 31 days of marriage, refer to "Open Enrollment" section.

### Newborn And Adoptive Children

Natural newborn dependent children born on or after the subscriber's effective date will be covered from their date of birth. If the subscriber desires coverage of the newborn child to extend beyond the 31-day period following the newborn child's date of birth, Alyeska Pipeline Service Company must receive a completed enrollment form within the 31-day period following the date of birth.

Adoptive dependent children who are adopted or placed for adoption on or after the subscriber's effective date will be covered from their date of adoption or placement for adoption. Alyeska Pipeline Service Company must

receive a completed enrollment form within the 31-day period following the date of adoption or placement for adoption.

If Alyeska Pipeline Service Company does not receive the completed enrollment form within the 31-day period, initial coverage will be limited to the 31-day period referenced above. The child may then be enrolled at a later date, subject to the "Open Enrollment" provisions described later in this section.

### **Children Acquired Through Legal Guardianship**

When Alyeska Pipeline Service Company receives the completed enrollment form and a copy of the guardianship papers within 31 days of the date legal guardianship began with the subscriber, coverage for an otherwise eligible child will begin on the date the legal guardianship began. If Alyeska Pipeline Service Company does not receive the enrollment form within 31 days of the date legal guardianship began, refer to "Open Enrollment" section.

### **Children Covered Under Medical Child Support Orders**

When Alyeska Pipeline Service Company receives the completed enrollment form within 31 days of the date of the medical child support order, coverage for an otherwise eligible child that is required under the order will become effective on the date of the order. Otherwise, coverage will become effective on the date Alyeska Pipeline Service Company receives the enrollment form for coverage. When required charges being paid don't already include coverage for dependent children, such charges will begin from the child's effective date. Please contact your Group for detailed procedures.

### **Court-Ordered Dependent Coverage**

When Alyeska Pipeline Service Company receives the completed enrollment form within 31 days of the date of the court order, coverage for a lawful spouse and/or dependent children will become effective on the date of the order. Otherwise, coverage will become effective when Alyeska Pipeline Service Company receives the enrollment form for coverage. When required charges being paid don't already include coverage for a spouse and/or dependent children, such charges will begin from the dependent's effective date.

## **SPECIAL ENROLLMENT**

### **Involuntary Loss Of Other Coverage**

If you don't enroll in this plan or another plan sponsored by Alyeska Pipeline Service Company when you are eligible because you aren't required to do so, you may later enroll in this plan outside of the annual open enrollment period if each of the following requirements is met:

- You were covered under group dental coverage or a dental insurance program at the time coverage under this plan is offered
- Your coverage under the other group dental coverage or dental insurance program ended as a result of one of the following:
  - Loss of eligibility for coverage (including, but not limited to, the result of legal separation, divorce, death, termination of employment, reduction in the number of hours of employment, or reaching a dental care plan's overall lifetime benefit maximum)
  - Termination of employer contributions toward such coverage; or
  - You were covered under COBRA at the time coverage under this plan was previously offered and COBRA coverage has been exhausted.

In addition, if you were covered under another health plan sponsored by Alyeska Pipeline Service Company, and you reach that plan's lifetime maximum, you also have the right enroll in this plan if one of two things is true:

- The lifetime maximum of this plan is higher than that of the other plan
- The benefits paid under the other plan could not be credited toward this plan's lifetime maximum. (See "Plan Transfers" later in this section for credits applied for transfers between two plans offered by Alyeska Pipeline Service Company.)

When Alyeska Pipeline Service Company receives your completed enrollment form and any required charges within 31 days of the date such other coverage ended, coverage under this plan will become effective on the first of the month following receipt of your enrollment form.

When Alyeska Pipeline Service Company does not receive your completed enrollment form within 31 days of the date prior coverage ended, refer to "Open Enrollment" below.

## **Subscriber And Dependent Special Enrollment**

An eligible employee and otherwise eligible dependents who previously elected not to enroll in any of the employer's group dental plans when such coverage was previously offered, may enroll in this plan at the same time a newly acquired dependent is enrolled under "Enrollment" in the case of marriage, birth, adoption, or placement for adoption. The eligible employee may choose to enroll without enrolling any eligible dependents.

### **OPEN ENROLLMENT**

If you're not enrolled when you first become eligible, or as allowed under "Special Enrollment" above, you cannot be enrolled until Alyeska Pipeline Service Company's next "open enrollment" period. An open enrollment period occurs once a year unless otherwise agreed upon between Alyeska Pipeline Service Company and us. During this period, eligible employees and their dependents can enroll for coverage under this plan.

If Alyeska Pipeline Service Company offers multiple dental care plans and you're enrolled under one of Alyeska Pipeline Service Company's other dental care plans, enrollment for coverage under this plan can only be made during Alyeska Pipeline Service Company's open enrollment period.

### **CHANGES IN COVERAGE**

No rights are vested under this plan. Alyeska Pipeline Service Company may change its terms, benefits, and limitations at any time. Changes to this plan will apply as of the date the change becomes effective to all members and to eligible employees and dependents who become covered under this plan after the date the change becomes effective.

### **PLAN TRANSFERS**

Subscribers (with their enrolled dependents) may be allowed to transfer to this plan from another plan offered by Alyeska Pipeline Service Company. Transfers also occur if Alyeska Pipeline Service Company replaces another dental plan with this plan. Also, we may replace Alyeska Pipeline Service Company's current contract for this plan with an updated one from time to time. All transfers to this plan must occur during "open enrollment" or on another date agreed upon by us and Alyeska Pipeline Service Company.

When we update the contract for this plan, or you transfer from Alyeska Pipeline Service Company's other plan with us, and there is no lapse in your coverage, the following provisions that apply to this plan will be reduced to the extent they were satisfied and/or credited under the prior plan:

- Plan year deductible;
- Benefit maximums; and
- Lifetime maximums.

In the event an employee enrolls for coverage under a different dental plan also offered by Alyeska Pipeline Service Company, enrollment for coverage under this plan can only be made during Alyeska Pipeline Service Company's next open enrollment period.

## **WHEN WILL MY COVERAGE END?**

### **EVENTS THAT END COVERAGE**

Coverage will end without notice on the last day of the month in which one of these events occurs:

- You are no longer a Regular Employee of the Employer;
- You stop making required contributions;
- You die;
- The Dental Plan ends; or
- For fraud or intentional misrepresentation of material fact under the terms of the coverage by the subscriber or the subscriber's dependents.

Your Dependent's coverage will stop on the last day of month in which:

- Your coverage ends; or
- Your Dependent is no longer eligible (e.g., divorce, age limitations).

If your dentist has ordered supplies (such as a denture) from a laboratory before your coverage ends, those charges will be covered, provided the supplies are delivered or installed within 30 days after coverage ends.

Under certain circumstances, you or your Dependents may continue coverage beyond the time when it would normally end. See "Extension of Coverage (COBRA)" for more information.

The subscriber must promptly notify Alyeska Pipeline Service Company when an enrolled family member is no longer eligible to be enrolled as a dependent under this plan by completing and submitting the enrollment form.

## **PLAN TERMINATION**

No rights are vested under this plan. Alyeska Pipeline Service Company is not required to keep the plan in force for any length of time. Alyeska Pipeline Service Company reserves the right to change or terminate this plan, in whole or in part, at any time with no liability. Plan changes are made as described in "Plan Changes" in this booklet. If the plan were to be terminated, you would only have a right to benefits for covered care you receive before the plan's end date.

## **HOW DO I CONTINUE COVERAGE?**

### **CONTINUED ELIGIBILITY FOR A DISABLED CHILD**

Coverage may continue beyond the limiting age shown in "Dependent Eligibility" for a dependent child who cannot support himself or herself because of a developmental or physical disability. The child will continue to be eligible if all the following are met:

- The child became disabled before reaching the limiting age.
- The child is incapable of self-sustaining employment by reason of developmental disability or physical handicap and is chiefly dependent upon the subscriber for support and maintenance.
- The subscriber remains covered under this plan.
- The child's required charges, if any, continue to be paid.
- Within 31 days of the child reaching the limiting age, the subscriber furnishes us and Alyeska Pipeline Service Company with a Request for Certification of Handicapped Dependent form. Alyeska Pipeline Service Company must approve the request for certification for coverage to continue.
- The subscriber provides us with proof of the child's disability and dependent status when requested. Proof will not be requested more often than once a year after the 2-year period following the child's attainment of the limiting age.

### **LEAVE OF ABSENCE**

Coverage for a subscriber and enrolled dependents may be continued for up to 90 days when Alyeska Pipeline Service Company grants the subscriber a leave of absence and required premium payments continue to be paid.

The 90-day leave of absence period counts toward the maximum COBRA continuation period, except as prohibited by the Family and Medical Leave Act of 1993.

### **CONTINUATION UNDER USERRA**

The Uniformed Services Employment And Reemployment Rights Act (USERRA) protects the job rights (including enrollment rights on employer-provided health care coverage) of individuals who voluntarily or involuntarily leave employment positions to undertake military service. If you leave your job to perform military service, you have the right to elect to continue existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are re-employed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.

Contact your employer for information on USERRA rights and requirements. You may also contact the U.S. Department of Labor at 1-866-4-USA-DOL or visit its web site at [www.dol.gov/vets](http://www.dol.gov/vets). An online guide to USERRA can be viewed at [www.dol.gov/elaws/userra.htm](http://www.dol.gov/elaws/userra.htm).

### **COBRA**

When group coverage is lost because of a "qualifying event" shown below, federal laws and regulations known as "COBRA" require Alyeska Pipeline Service Company to offer qualified members an election to continue their group coverage for a limited time. Under COBRA, a qualified member must apply for COBRA coverage within a certain time period and may also have to pay a monthly charge for it.

The plan will provide qualified members with COBRA coverage when COBRA's enrollment and payment requirements are met. But, coverage is provided only to the extent that COBRA requires and is subject to the other terms and limitations of this plan. Alyeska Pipeline Service Company, **not us**, is responsible for all notifications and other duties assigned by COBRA to the "plan administrator" within COBRA's time limits.

The following summary of COBRA coverage is taken from COBRA. Members' rights to this coverage and obligations under COBRA automatically change with further amendments of COBRA by Congress or interpretations of COBRA by the courts and federal regulatory agencies.

### **Qualifying Events and Length of Coverage**

Please contact Alyeska Pipeline Service Company immediately when one of the qualifying events highlighted below occurs. The continuation periods listed extend from the date of the qualifying event.

**Please Note:** Covered domestic partners and their children have the same rights to COBRA coverage as covered spouses and their children.

- Alyeska Pipeline Service Company must offer the subscriber and covered dependents an election to continue coverage for up to 18 consecutive months if their coverage is lost because of 1 of 2 qualifying events:
  - **The subscriber's work hours are reduced.**
  - **The subscriber's employment terminates, except for discharge due to actions defined by Alyeska Pipeline Service Company as gross misconduct.**

However, if one of the events listed above follows the covered employee's entitlement to Medicare by less than 18 months, Alyeska Pipeline Service Company must offer the covered spouse and children an election to continue coverage for up to 36 months starting from the date of the Medicare entitlement. This happens only if the event would have caused a similar dependent who was not on COBRA coverage to lose coverage under this plan.

- COBRA coverage can be extended if a member who lost coverage due to a reduction in hours or termination of employment is determined to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act at any time during the first 60 days of COBRA coverage. In such cases, all family members who elected COBRA may continue coverage for up to a total of 29 consecutive months from the date of the reduction in hours or termination.
- Alyeska Pipeline Service Company must offer the covered spouse or children an election to continue coverage for up to 36 consecutive months if their coverage is lost because of 1 of 4 qualifying events:
  - **The subscriber dies.**
  - **The subscriber and spouse legally separate or divorce.**
  - **The subscriber becomes entitled to Medicare.**
  - **A child loses eligibility for dependent coverage.**

In addition, the occurrence of one of these events during the 18-month period described above can extend that period for a continuing dependent. The extended period will end no later than 36 months from the date of the first qualifying event.

### **Conditions of COBRA Coverage**

For COBRA coverage to become effective, all of the requirements below must be met:

#### **You Must Give Notice Of Some Qualifying Events**

The plan will offer COBRA coverage only after Alyeska Pipeline Service Company receives timely notice that a qualifying event has occurred.

The subscriber or affected dependent must notify Alyeska Pipeline Service Company in the event of a divorce, legal separation, child's loss of eligibility as a dependent, or any second qualifying event which occurs within the 18-month period as described in "Qualifying Events And Lengths Of Coverage." The subscriber or affected dependent must also notify Alyeska Pipeline Service Company if the Social Security Administration determines that the subscriber or dependent was disabled on any of the first 60 days of COBRA coverage. You also have the right to appoint someone to give Alyeska Pipeline Service Company this notice for you.

**If the required notice is not given or is late, the qualified member loses the right to COBRA coverage.**

Except as described below for disability notices, the subscriber or affected dependent has 60 days in which to give notice to Alyeska Pipeline Service Company. The notice period starts on the date shown below.

- For determinations of disability, the notice period starts on the **later** of: 1) the date of the subscriber's termination or reduction in hours; 2) the date qualified member would lose coverage as the result of one of these events; or 3) date of the disability determination. **Please note: Determinations that a qualified member is disabled must be given to Alyeska Pipeline Service Company before the 18-month continuation period ends. This means that the subscriber or qualified member might not have the full 60 days in which to give the notice.** Please include a copy of the determination with your notice to **Alyeska Pipeline Service Company**.

Note: The subscriber or affected dependent must also notify Alyeska Pipeline Service Company if a qualified member is deemed by the Social Security Administration to no longer be disabled. See "When COBRA Coverage Ends."

- For the other events above, the 60-day notice period starts on the **later** of: 1) the date of the qualifying event, or 2) the date the qualified member would lose coverage as a result of the event.

**Important Note: Alyeska Pipeline Service Company must tell you where to direct your notice and any other procedures that you must follow. If Alyeska Pipeline Service Company informs you of its notice procedures after the notice period start date above for your qualifying event, the notice period will not start until the date you're informed by Alyeska Pipeline Service Company.**

Alyeska Pipeline Service Company must notify qualified members of their rights under COBRA. If Alyeska Pipeline Service Company has named a third party as its plan administrator, the plan administrator is responsible to notify members on behalf of Alyeska Pipeline Service Company. In such cases, Alyeska Pipeline Service Company has 30 days in which to notify its plan administrator of a subscriber's termination of employment, reduction in hours, death or Medicare entitlement. The plan administrator then has 14 days after it receives notice of a qualifying event from Alyeska Pipeline Service Company (or from a qualified member as stated above) in which to notify qualified members of their COBRA rights.

If Alyeska Pipeline Service Company itself is the plan administrator, it has more than 14 days in which to give notice for certain qualifying events. Alyeska Pipeline Service Company must furnish the notice required because of a subscriber's termination of employment, reduction in hours, death or Medicare entitlement no later than 44 days after the **later** of 1) the date of the qualifying event, or 2) the date coverage would end in the absence of COBRA. For all other qualifying events, the 14-day notice time limit applies.

### **You Must Enroll And Pay On Time**

- You must elect COBRA coverage no more than 60 days after the **later** of 1) the date coverage was to end because of the qualifying event, or 2) the date you were notified of your right to elect COBRA coverage. You may be eligible for a second COBRA election period if you qualify under section 201 of the Federal Trade Act of 2002. Please contact Alyeska Pipeline Service Company for more information if you believe this may apply to you.

Each qualified member will have an independent right to elect COBRA coverage. Subscribers may elect COBRA coverage on behalf of their spouses, and parents may elect COBRA coverage on behalf of their children.

- You must send your first monthly payment to Alyeska Pipeline Service Company no more than 45 days after the date you elected COBRA coverage.
- Subsequent monthly payments must also be made to Alyeska Pipeline Service Company.

### **Adding Family Members**

Eligible family members may be added after the continuation period begins, but only as allowed under "Special Enrollment" or "Open Enrollment" in the "When Does Coverage Begin" section. With one exception, family members added after COBRA begins aren't eligible for further coverage if they later have a qualifying event or if they are determined to be disabled as described under "Qualifying Events And Lengths Of Coverage" earlier in this COBRA section. The exception is that a child born to or placed for adoption with a covered employee while the covered employee is on COBRA has the same COBRA rights as family members on coverage at the time of the original qualifying event. The child will be covered for the duration of the covered employee's initial 18-month COBRA period, unless a second qualifying event occurs which extends the child's coverage. COBRA coverage is subject to all other terms and limitations of this plan.

## Keep Alyeska Pipeline Service Company Informed Of Address Changes

In order to protect your rights under COBRA, you should keep Alyeska Pipeline Service Company informed of any address changes. It is a good idea to keep a copy, for your records, of any notices you send to Alyeska Pipeline Service Company.

## When COBRA Coverage Ends

COBRA coverage will end on the last day for which any charge required for it has been paid in the monthly period in which the first of the following occurs:

- The applicable continuation period expires.
- The next monthly charge isn't paid when due or within the 30-day COBRA grace period.
- When coverage is extended from 18 to 29 months due to disability (see "Qualifying Events And Lengths Of Coverage" in this section), COBRA coverage beyond 18 months ends if there's a final determination that a qualified member is no longer disabled under the Social Security Act. However, coverage won't end on the date shown above, but on the last day for which charges have been paid in the first month that begins more than 30 days after the date of the determination. The subscriber or affected dependent must provide Alyeska Pipeline Service Company with a copy of the Social Security Administration's determination within 30 days after the **later** of: 1) the date of the determination, or 2) the date on which the subscriber or affected dependent was informed that this notice should be provided and given procedures to follow.
- You become covered under another group dental care plan after the date you elect COBRA coverage. However, if the new plan contains an exclusion or limitation for a pre-existing condition, coverage doesn't end for this reason until the exclusion or limitation no longer applies.
- You become entitled to Medicare after the date you elect COBRA coverage.
- Alyeska Pipeline Service Company ceases to offer group health care coverage to any employee.

## If You Have Questions

Questions about your plan or your rights under COBRA should be addressed to the plan contacts provided by Alyeska Pipeline Service Company. For more information about your rights under ERISA, COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site.

## HOW DO I FILE A CLAIM?

Many providers will submit their bills to us directly. However, if you need to submit a claim to us, follow these simple steps:

### Step 1

Complete a Subscriber Claim Form. A separate Subscriber Claim Form is necessary for each patient and each provider. Subscriber Claim Forms are available from us.

### Step 2

Attach the itemized bill. The itemized bill must contain all of the following information.

- Names of the subscriber and the member who incurred the expense
- Identification numbers for both the subscriber and the Group (these are shown on the subscriber's identification card)
- Name, address, and IRS tax identification number of the provider
- Information about other insurance coverage
- American Dental Association (ADA) Current Dental Terminology (CDT) procedure codes for each service
- Dates of service and itemized charges for each service rendered
- If the services rendered are for treatment of an accidental injury, the date, time, location, and a brief description of the accident

### **Step 3**

If you're also covered by Medicare, and Medicare is primary, you must attach a copy of the "Explanation of Medicare Benefits."

### **Step 4**

Check that all required information is complete. Bills received won't be considered to be claims until all necessary information is included.

### **Step 5**

Sign the Subscriber Claim Form in the space provided.

### **Step 6**

Mail your claims to the address listed inside the front cover of this booklet

You should submit all claims within 90 days of the start of service or within 30 days after the service is completed. We must receive claims:

- Within 365 days of discharge for hospital or other medical facility expenses, or within 365 days of the date on which expenses were incurred for any other services or supplies; or
- For members who have Medicare, within 90 days of the process date shown on the Explanation of Medicare Benefits, whichever is greater.

We won't provide benefits for claims we receive after the later of these 2 dates, nor will we provide benefits for claims which were denied by Medicare because they were received past Medicare's submission deadline.

## **CLAIMS PROCEDURE**

Claims for benefits will be processed under the following time frames:

- If the claim includes all of the information we need to process the claim, we will process it within 30 calendar days of receipt.
- If we need more information to process the claim, we will tell you or the provider who submitted the claim that we need more information. We will make that request within 30 calendar days of receipt.
- Once we receive the additional information, we will process your claim within 30 calendar days from the date we initially received the claim or 15 calendar days after we receive the information, whichever period is longer.

If we do not pay the claim or provide notice within the time frames stated above, interest shall accrue at a rate of 15% annually. Interest will not be paid if the amount of interest is \$1 or less.

When we process your claim, we will send a written notice explaining how the claim was processed. If the claim is denied in whole or in part, we will send a written notice that states the reason for the denial, and information on how to request an appeal of that decision.

At any time, you have the right to appoint someone to pursue the claim on your behalf. This can be a doctor, lawyer, or a friend or relative. You must notify us in writing and give us the name, address, and telephone number where your appointee can be reached.

If a claim for benefits or an appeal is denied or ignored, in whole or in part, or not processed within the time shown in these claims procedures, you may have the right to file suit in a state or federal court.

### **Care Received Outside the United States**

When you submit a claim for care you received outside the United States, please include whenever possible: a detailed description, in English, of the dental services received; the names and credentials of the treating providers, and dental records or chart notes.

To process your foreign claim, we will convert the foreign currency amount on the claim into US dollars for claims processing. We use a national currency converter (available at [www.oanda.com](http://www.oanda.com)) as follows:

- For professional outpatient services and other care with single dates of service, we use the exchange rate on the date of service.

## **COMPLAINTS AND APPEALS**

We know healthcare doesn't always work perfectly. Our goal is to listen, take care of you, and make it simple. If it

does not go the way you expect, you have two options:

- Complaints – you can contact customer service if you have a complaint, we may ask you to send the details in writing. We will send a written response within 30 days.
- Appeals – is a request to review specific decisions we have made

You can appeal the following adverse benefit determinations (see **Definitions**):

- Benefits or charges were not applied correctly
- A decision regarding your eligibility to enroll or stay in the plan, including rescissions
- A decision by the plan that services were experimental, investigative, or not medically necessary

## HOW TO SUBMIT AN APPEAL

After you are notified of an adverse benefit determination, and you disagree with that decision, you have the right to ask the plan to review that adverse benefit determination through a formal, internal appeals process. This plan's appeals process will comply with any requirements as necessary under federal laws and regulation

You can appeal yourself or choose someone, including your doctor or dentist, to appeal on your behalf. If you choose someone else, complete an Authorization for Appeals form located on [premera.com](http://premera.com). We cannot release your information without this form.

Your plan includes two level of internal appeals

- **Level I internal appeal** People who were not part of the initial decision will review your appeal. Medical or dental review denials will be reviewed by a medical or dental specialist. We must receive your internal appeal request within 180 days of the date you were notified of our initial decision. You can request an extension of the 180-day deadline by sending us a written request that includes the reason why you believe an extension should be granted. If you are not satisfied with the decision, you may request a Level II internal appeal.
- **Level II internal appeal** will be reviewed by a panel of people who were not part of the Level I internal appeal. Medical and dental review denials will be reviewed by a medical or dental specialist. You may take part in the level II panel meeting in person or by phone. Please call us for more details about this process. Once the Level II review is complete, we will provide you with a written determination. If you are not satisfied with the final internal appeal decision, you may be eligible to request an **External Appeal**, as described below.

## WHO CAN APPEAL?

You can appeal yourself or choose someone, including your doctor or dentist, to appeal on your behalf. If you choose someone else, complete an Authorization for Appeals form located on [premera.com](http://premera.com). We can't release your information without this form.

## HOW TO APPEAL

You can call Customer Service or you can write to us at the address listed inside the front cover of this book. By sending your appeal in writing, you can provide more details about your appeal. This may include chart notes, medical or dental records or a letter from your doctor. Within 3 working days, we will confirm in writing that we have your request.

If you need help filing an appeal, or would like a copy of the appeals process, please call Customer Service. You can also get a description of the appeals process by visiting our website.

If you would like to review the information used for your appeal, please contact Customer Service. The information will be sent as soon as possible and free of charge.

## WHAT HAPPENS WHEN YOU HAVE ONGOING CARE

Ongoing care is continuous treatment you are currently receiving.

If you appeal a decision that affects ongoing care because we've determined the care is not or no longer medically or dentally necessary, benefits will not change during the appeal period. Your benefits during the appeal period should not be taken as a change of the initial denial. If our decision is upheld, you must repay all amounts we paid for ongoing care during the appeal review.

## WHAT HAPPENS WHEN IT'S URGENT

If your condition is urgent, we will handle your appeal in an expedited (fast) manner. Examples of urgent situation are:

- Your life or health is in serious danger or you are in pain that you cannot bear, as determined by our medical or dental specialist
- You are inpatient or receiving emergency care

If your situation is urgent, you may ask for an expedited external appeal at the same time you request an expedited internal appeal.

Urgent appeals are only available for services you are currently receiving or have not yet received.

**WHAT HAPPENS NEXT**

Your appeal is reviewed and a decision is provided within the time limits below

Type of appeal	When to expect notification of a decision
Expedited appeals	No later than 72 hours. We will call, fax, or email you with the decision, and follow up in writing.
Other Appeals	Within 30 days

If we stand by our first decision or we do not follow the process above you can request an external appeal. External appeal is available only for decisions involving a judgment as to the medical or dental necessity, appropriateness, health care setting, level of care, or effectiveness of the service or treatment you received.

If you have questions about a denial of a claim or your appeal rights, you may call Customer Service at the number listed on your Premera ID card.

If your plan is governed by the Federal Employee Retirement Income Security Act of 1974 (ERISA), you can contact the Employee Benefits Security Administration (EBSA) of the U.S. Department of Labor. The phone number is 1-866-444-EBSA (3272).

**OTHER INFORMATION ABOUT THIS PLAN**

This section tells you about how your Group's Contract and this plan are administered. It also includes information about federal and state requirements we must follow and other information we must provide to you.

**Conformity With The Law**

If any provision of the plan or any amendment is deemed to be in conflict with applicable state or federal laws or regulations, upon discovery of such conflict the plan will be administered in conformance with the requirements of such laws and regulations as of their effective date.

**Evidence Of Dental Necessity**

We have the right to require proof of dental necessity for any services or supplies you receive before the plan provides benefits. You or your dental care providers may submit this proof. No benefits will be available if the proof isn't provided or acceptable to the plan.

**Intentionally False Or Misleading Statements**

If this plan's benefits are paid in error due to any intentionally false or misleading statements, the plan is entitled to recover these amounts.

If you make any intentionally false or misleading statements on any application or enrollment form that affects your acceptability for coverage, we may, as directed by the Group:

- Deny your claim
- Reduce the amount of benefits provided for your claim
- Rescind your coverage under this plan. (Rescind means to cancel coverage back to its effective date as if it had never existed at all).

**Limitations Of Liability**

The plan, the Group, and Premera Blue Cross Blue Shield of Alaska are not liable for any of the following:

- Situations such as epidemics or disasters that prevent members from getting the care they need
- The quality of services or supplies received by members, or the regulation of the amounts charged by any provider, since all those who provide care do so as independent contractors

- Providing any type of dental care
- Harm that comes to a member while in a provider's care
- Amounts in excess of the actual cost of services and supplies
- Amounts in excess of this plan's maximums. This includes recovery under any claim of breach.
- General or special damages including, without limitation, alleged pain, suffering, mental anguish or consequential damages

### **Member Cooperation**

You're under a duty to cooperate with us and the Group in a timely and appropriate manner in our administration of benefits. You're also under a duty to cooperate with us and the Group in the event of a lawsuit.

### **Notice Of Information Use And Disclosure**

We may collect, use or disclose certain information about you. This protected personal information (PPI) may include dental information, or personal data such as your address, telephone number or Social Security number. We may receive this information from or release it to dental care providers, insurance companies or other sources.

This information is collected, used or disclosed for conducting routine business operations such as:

- Underwriting and determining your eligibility for benefits and paying claims
- Coordinating benefits with other dental care plans
- Conducting care management, case management or quality reviews
- Fulfilling other legal obligations that are specified under the plan and our administrative service contract with the Group

This information may also be collected, used or disclosed as required or permitted by law.

To safeguard your privacy, we take care to ensure that your information remains confidential by having a company confidentiality policy and by requiring all employees to sign it.

If a disclosure of PPI isn't related to a routine business function, we remove anything that could be used to easily identify you or we obtain your prior written authorization.

You have the right to request inspection and /or amendment of records retained by us that contain your PPI. Please contact our Customer Service Department and ask that a representative mail a request form to you.

### **Notice Of Other Coverage**

As a condition of receiving benefits under this plan, you must notify us of:

- Any legal action or claim against another party for a condition or injury for which we provide benefits, and the name and address of that party's insurance carrier
- The name and address of any insurance carrier that provides:
  - Personal injury protection (PIP)
  - Underinsured motorist coverage
  - Uninsured motorist coverage
  - Any other insurance under which you are or may be entitled to recover compensation
- The name of any other group or individual insurance plans that cover you

### **Notices**

Any notice we're required to submit to the Group or subscriber will be considered to be delivered if mailed to the Group or subscriber, at the most recent address appearing on our records. We'll use the date of postmark in determining the date of our notification. If you are required to submit notice to us, it will be considered delivered on the postmark date or the date we receive it, if not postmarked.

### **Recovery Of Claims Overpayments**

On behalf of the plan, we have the right to recover amounts the plan paid that exceed the amount for which the plan is liable. Such amounts may be recovered from the subscriber or any other payee, including a provider. Or, such amounts may be deducted from future benefits of the subscriber or any of his or her dependents (even if the

original payment wasn't made on that member's behalf) when the future benefits would otherwise have been paid directly to the subscriber or to a provider who doesn't have a contract with us.

The plan will give written notice to the subscriber, or any other payee, including a provider, at least 30 calendar days before the plan seeks recovery of an overpayment. The notice will include how to identify the specific claim and the specific reason for the recovery. You have the right to challenge the recovery of overpayment. The plan may also exercise the right to delegate all or part of the responsibility for recoveries to another third party.

### **Right To And Payment Of Benefits**

Benefits of this plan are available only to members. In accordance with the law, the benefits of this plan may be paid to:

- The subscriber
- A provider
- Another health insurance carrier
- The member
- Another party legally entitled under federal or state medical child support laws
- Jointly to any of the above

Payment to any of the above satisfies the plan's obligation as to payment of benefits.

### **Venue**

All suits and legal proceedings, including arbitration proceedings, brought against us, the Plan, or the Group by you or anyone claiming any right under this plan must be filed:

- Within 3 years of the date the rights or benefits claimed under this plan were denied
- In a mutually agreed upon location

## **WHAT ARE MY RIGHTS UNDER ERISA?**

### **Name Of Plan**

Alyeska Group Dental Plan for Operating Company Employees

### **Plan Number**

501

### **Plan Group Number**

9000000

The Group has an employee welfare benefit plan that is subject to the Federal Employee Retirement Income Security Act of 1974 (ERISA). This employee welfare benefit plan is called the "ERISA Plan" in this section.

When used in this section, the term "ERISA Plan" refers to the Group's employee welfare benefit plan. The "ERISA Plan administrator" is the Group or an administrator named by the Group. Premera Blue Cross Blue Shield of Alaska is **not** the ERISA Plan administrator.

As a participant in an employee welfare benefit plan, the subscriber has certain rights and protections. This statement explains those rights.

ERISA provides that all plan participants shall be entitled to:

- Examine without charge, at the ERISA Plan administrator's office and at other specified locations (such as work sites and union halls), all documents governing the ERISA Plan, including insurance contracts and collective bargaining agreements. If the ERISA Plan is required to file an annual report with the U.S. Department of Labor, plan participants shall be entitled to examine a copy of its latest annual report (Form 5500 Series) filed and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the ERISA Plan administrator, copies of documents governing the operation of the ERISA Plan, including insurance contracts and collective bargaining agreements and updated summary plan descriptions. If the ERISA Plan is required to file an annual report with the U.S. Department of Labor, plan participants shall be entitled to obtain copies of the latest annual report (Form 5500 Series). The administrator may make a reasonable charge for the copies.

- Receive a summary of the ERISA Plan's annual financial report, if ERISA requires the ERISA Plan to file an annual report. The ERISA Plan administrator for such plans is required by law to furnish each participant with a copy of this summary annual report.
- Continue dental care coverage for yourself, spouse or dependents if there's a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your ERISA Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the ERISA Plan and don't receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the ERISA Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the ERISA Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that ERISA Plan fiduciaries misuse the ERISA Plan's money, or if you're discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you're successful the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Please Note:** Under ERISA, the ERISA Plan administrator is responsible for furnishing each participant and beneficiary with a copy of the summary plan description.

If you have any questions about your employee welfare benefit plan, you should contact the ERISA Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the ERISA Plan administrator, you should contact either:

- The office of the Employee Benefits Security Administration, U.S. Department of Labor, 1111 Third Ave. Suite 860, MIDCOM Tower, Seattle, WA 98101-3212; or
- The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave. N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

## DEFINITIONS

The terms listed throughout this section have specific meanings under this plan.

### Accidental Injury

Physical harm caused by a sudden and unforeseen event at a specific time and place. It's independent of illness, except for infection of a cut or wound. **Please Note:** An accidental injury doesn't include damage caused by biting or chewing, even if due to a foreign object in food.

### Allowed amount

The allowed amount shall mean one of the following:

- **Dental Care Providers Who Have Agreements With Us**

The amount for dentally necessary services and supplies these providers have agreed to accept as payment is either the fee that we have negotiated as a "reasonable allowance" for dentally necessary covered services and

supplies or the provider's billed charge, whichever is less. These providers agree to seek payment from us when they furnish covered services to you. You'll be responsible only for any applicable plan year deductibles, coinsurance, charges in excess of the stated benefit maximums, and charges for services and supplies not covered under this plan.

Your liability for any applicable plan year deductibles, coinsurance and amounts applied toward benefit maximums will be calculated on the basis of the allowed amount. In no event will your liability exceed what would have been charged in the absence of insurance.

Every 6 months, we review the reasonable allowance for dental care services and supplies by examining the range of charges and fees for the same or similar services and supplies billed by providers within each geographical area. We use 12 months of claims experience data during this process.

The reasonable allowance won't be less than the 80th percentile of billed or accepted charges or contracted rates.

- **Dental Care Providers Who Don't Have Agreements With Us**

The allowed amount will be no less than the 80th percentile of fees for the geographical area.

When you receive services from dental care providers that don't have agreements with us, your liability is for any amount above the allowed amount, and for any applicable plan year deductibles, coinsurance, amounts in excess of stated benefit maximums and charges for non-covered services and supplies.

Every 6 months, we review the reasonable allowance for dental care services and supplies by examining the range of charges and fees for the same or similar services and supplies billed by providers within each geographical area. We use 12 months of claims experience data during this process.

We reserve the right to determine the amount allowed for any given service or supply unless otherwise specified in the Group's administrative services agreement with us.

## **Dental Emergency**

A condition requiring prompt or urgent attention due to trauma and/or pain caused by a sudden unexpected injury, acute infection or similar occurrence.

## **Dentally Necessary**

Those covered services and supplies that a dentist, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- In accordance with generally accepted standards of dental practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease
- Not primarily for the convenience of the patient, dentist, or other dental care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease

For those purposes, "generally accepted standards of dental practice" means standards that are based on authoritative dental or scientific literature.

Decisions regarding dental necessity are based on the criteria stated above. If you disagree with a decision that has been made, you have the right to additional review. See the "What If I Have A Question or An Appeal" section in this booklet for an explanation of the appeals process.

## **Dentist**

One who is licensed to provide services in the state where the services are rendered as a:

- Doctor of Medical Dentistry (D.M.D.); or
- Doctor of Dental Surgery (D.D.S).

## **Effective Date**

The date on which your coverage under this plan begins. If you re-enroll in this plan after a lapse in coverage, the date that the coverage begins again will be your effective date.

## **Eligibility Waiting Period**

The length of time that must pass before a subscriber or dependent is eligible to be covered under the dental care plan. If a subscriber or dependent enrolls under the "Special Enrollment" provisions of this plan or enrolls on a date other than when first eligible to enroll, any period prior to such enrollment isn't considered an eligibility waiting period, unless all or part of the initial eligibility waiting period hadn't been met.

## **Enrollment Date**

For the subscriber and eligible dependents who enroll when the subscriber is first eligible, the enrollment date is the subscriber's date of hire. There is one exception to this rule. If the subscriber was hired into a class of employees to which the Group doesn't provide coverage under this plan, but was later transferred to a class of employees to which the group does provide coverage under this plan, the enrollment date is the date the subscriber enters the eligible class of employees. (For example, the enrollment date for a seasonal employee who was made permanent after six months would be the date the employee started work as a permanent employee.) For subscribers who don't enroll when first eligible and for dependents added after the subscriber's coverage starts, the enrollment date is the effective date of coverage.

## **Experimental/Investigational Services**

Experimental or investigational services include a treatment, procedure, equipment, drug, drug usage, medical device or supply that meets one or more of the following criteria:

- A drug or device that can't be lawfully marketed without the approval of the U.S Food and Drug Administration, and hasn't been granted such approval on the date the service is provided.
- The service is subject to oversight by an Institutional Review Board.
- No reliable evidence demonstrates that the service is effective, in clinical diagnosis, evaluation, management or treatment of the condition.
- The service is the subject of ongoing clinical trials to determine its maximum tolerated dose, toxicity, safety or efficacy.
- Evaluation of reliable evidence indicates that additional research is necessary before the service can be classified as equally or more effective than conventional therapies.

Reliable evidence includes but isn't limited to reports and articles published in authoritative peer reviewed medical and scientific literature, and assessments and coverage recommendations published by the Blue Cross Blue Shield Association Technical Evaluation Center (TEC).

Decisions regarding experimental or investigational services are based on the criteria stated above. If you disagree with a decision that has been made, you have the right to additional review. See the " What If I Have A Question or An Appeal" section in this booklet for an explanation of the appeals process.

## **Group**

The entity that sponsors this self-funded plan.

## **Large Employer**

An employer, including a person, firm, corporation, partnership, association, or political subdivision, that is actively engaged in business, that employed an average of at least 51 employees on the business days during the preceding calendar year and that employs at least 2 employees on the first day of a dental benefit year.

## **Member (also called "You" and "Your")**

A person covered under this plan as an employee, subscriber or dependent.

## **Orthodontia**

The branch of dentistry that specializes in the correction of tooth arrangement problems, including poor relationships between the upper and lower teeth (malocclusion).

## **Plan (also called "This Plan" or "The Plan")**

The benefits, terms and limitations set forth in the Contract between us and the Group, of which this booklet is a part.

**Plan Year**

The period of 12 consecutive months that starts each March 1 at 12:01 a.m. and ends on the last day in February at midnight.

**Provider (also called "Covered Provider" or "Dental Care Provider")**

A dentist or other dental care professional named in this plan that is licensed or certified as required by the state in which the services were received to provide a dental service or supply, and who does so within the lawful scope of that license or certification.

**Subscriber**

An enrolled employee of the Group. Coverage under this plan is established in the subscriber's name.

**Subscription Charges**

The monthly rates to be paid by the member that are set by the Group as a condition of the member's coverage under the plan.

**Temporomandibular Joint (TMJ) Disorders**

TMJ disorders include those disorders which have one or more of the following characteristics: pain in the musculature associated with the temporomandibular joint, internal derangements of the temporomandibular joint, arthritic problems with the temporomandibular joint, or an abnormal range of motion or limitation of motion of the temporomandibular joint.

**We, Us and Our**

Means Premera Blue Cross Blue Shield of Alaska, in the state of Alaska.



# **where to send claims**

**MAIL YOUR CLAIMS TO:**

Premera Blue Cross Blue Shield of Alaska

P.O. Box 91059

Seattle, WA 98111-9159

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