

**Minisink Valley
Central School District**

**Teachers' Benefit Trust Fund
Self Insured Dental Plan**

**PREFERRED GROUP PLANS, INC.
24 Madison Avenue Extension
Albany, New York 12203
518 641-0321 800 573-7474 FAX 518 641-0325**

TABLE OF CONTENTS

TITLE PAGE

Schedule of Benefits	1
Definitions.....	2
When Your Coverage Begins.....	3
Dependents.....	3
Dental Benefits.....	4
Plan Exclusions.....	5
Coordination of Benefits.....	6
Effect of Benefits of this Plan.....	7
Order of Benefits Determination.....	7
Termination.....	9
COBRA.....	10
Special Continuance of Dental Coverage	10
Claims Submission.....	11
Extension of Benefits.....	12
Your Plan Fee Schedule	See your building trustee

SCHEDULE OF BENEFITS

PLAN EFFECTIVE DATE: July 1, 1998

ELIGIBLE EMPLOYEES: All permanent full-time Employees who work at least 20 hours per week.

NON-CONTRIBUTORY BENEFITS FOR ELIGIBLE PERSONNEL

CONTRIBUTORY BENEFITS FOR THEIR DEPENDENTS

MAXIMUM CALENDAR YEAR BENEFIT \$2,000.00

For purposes of this Plan, a “Calendar Year” is defined as a period of time commencing on January 1 of a year and ending December 31 of the same year.

ORTHODONTIC LIFETIME BENEFIT \$3,000.00
(Not included in the calendar year maximum)

DENTAL CO-INSURANCE PERCENTAGES (After satisfying the deductible)

100% of *Reasonable and Customary* for diagnostic & preventative services.

50% of *Reasonable and Customary* for orthodontic services.

100% of the Plan Fee Schedule for all other covered services.

(See your building rep for a copy of the current fee schedule)

*This booklet supercedes any document previously issued concerning your dental benefits.
July 2009.

DEFINITIONS

COVERED PERSON

An insured person or covered dependent.

INCURRED EXPENSE

An expense is deemed to be incurred on the date that a service is rendered or a supply is furnished.

EXCEPTIONS

Expense for an appliance or modification of a non-orthodontic appliance is deemed to be incurred on the date the master impression is made.

Expense for a crown, a bridge, or an inlay or on lay restoration is deemed to be incurred on the date that the tooth is prepared.

Expense for root canal therapy is deemed incurred on the date the pulp chamber is opened.

REASONABLE AND CUSTOMARY CHARGE

A charge which is both reasonable and customary for a service within the locality, where the service is rendered as stated in the National Dental Advisory.

NECESSARY SERVICE OR SUPPLY

A service or supply which is generally considered by Dentists to be an appropriate dental service or supply for a given dental condition.

The Plan Coordinator (as elected by your employer) reserves the right to determine:

Reasonable and Customary Charges;

Necessary Services or Supplies.

PLAN COORDINATOR

Preferred Group Plans, Inc.

EMERGENCY

An urgent, unplanned visit to diagnose or relieve an acute, unexpected dental condition.

DENTIST

A licensed Dentist who is practicing within the scope of his/her license. Dentist shall also mean a licensed physician who provides dental services that are within the scope of his/her license.

DENTAL HYGIENIST

A person who:

- Is licensed to practice dental hygiene;
- Works under the direct control and supervision of a Dentist.

BECOMING ELIGIBLE AS AN EMPLOYEE

If your date of employment is prior to July 1, 1998, you will be eligible on the plan effective date shown in the Schedule of Benefits. If the date of employment is on or after July 1, 1998, you will be eligible on the first day of the following month of your employment. If you are not actively at work on the day that you would normally become eligible, you will be eligible on the day that you return to active work.

BECOMING COVERED AS AN EMPLOYEE

If you enroll for coverage on or before the day that you become eligible, you will be covered on the day that you become eligible. If you enroll within thirty-one (31) days after the day you become eligible, then you will be covered on the day that you enroll. *You should enroll promptly.* If you enroll more than thirty-one (31) days after the day that you become eligible, you will be entitled to *only* \$100.00 in benefits for the first twenty-four (24) months.

DEPENDENTS

The term dependent shall mean:

- (1) Your spouse;
- (2) Each of your single children. The term “children” also includes any child who is related to you by blood or marriage; and any other child, if that child lives in your household in a parent-child relationship and is dependent on you for support.

Each child must be under the age of nineteen (19), or a full-time student under the age of twenty-five (25).

If your child is mentally ill, developmentally disabled, mentally retarded or has a physical handicap when coverage would end due to the child’s age, coverage may be continued. Ask your Plan Coordinator within thirty-one (31) days of the date of termination for details and forms.

BECOMING ELIGIBLE AS A DEPENDENT

Each person who is your dependent on the day that you become eligible for coverage is also eligible on that day. Each other person is eligible on the day that person becomes your dependent.

BECOMING COVERED AS A DEPENDENT

A person who is eligible for coverage under this Plan as an employee is not also eligible as a dependent. In addition, if both you and your spouse are covered under this plan as employees, your children may not be covered as dependents of both you and your spouse. *Enroll promptly* for the coverage of your dependents. Your dependents will be covered on the day that they become eligible. Coverage for dependents will begin:

On the day that they become eligible, if you enroll for dependent coverage on or before that day.

On the day that you enroll them, if you enroll for dependent coverage within thirty-one (31) days after the day they are eligible.

If you enroll your dependents more than thirty-one (31) days after the day that they become eligible, they will be entitled to receive *only* \$100.00 in benefits for the first 24 months.

Your dependents will not be covered before the day that your coverage begins .

DENTAL BENEFITS

WHAT IS COVERED

Benefits are payable for covered dental charges incurred while the person is covered for these benefits. These charges must be due to a disease defect or accidental injury to teeth covered by these benefits. If dental charges for any course of treatment are expected to be more than \$300.00 and you wish an estimate of any benefits that may be payable, you may submit a treatment plan. This plan is a Dentist's written report giving the results of the Dentist's exam of the covered person and the suggested treatment.

The estimate is based on dental necessity only and does not take into account any maximum or late enrollment penalties that may apply. If you are a late enrollee, you are subject to your Plan's penalty regardless of any pre-estimate that you may receive.

WHAT ARE COVERED DENTAL CHARGES

The Plan Coordinator will determine an amount consistent with the Plan provisions for any covered dental procedure not listed on pages 15 through 23 as a covered service.

COURSE OF ORTHODONTIC TREATMENT

This term means that period which

begins when the first orthodontic appliance is installed, and

ends when the last appliance is removed.

FREQUENCY LIMITATIONS

Oral examinations/evaluations (these services are limited to two (2) within a calendar year).

Prophylaxis (this service is limited to two (2) in a calendar year).

A series of bitewing x-rays consists of four films (this service is limited to two (2) in a calendar year).

Full mouth and/or Panoramic x-rays are limited to one (1) in three calendar years.

Topical application of stannous fluoride (this service is limited to one (1) in a calendar year and is only covered for persons under age fifteen (15)).

PLAN EXCLUSIONS

Covered Dental Charges do not include charges for the following:

- (a) Services not covered by a Dentist;
- (b) Services due to self-inflicted injury or sickness;
- (c) The replacement of lost or stolen dentures, bridges or appliances;
- (d) For prosthetic appliances related to periodontal treatment;
- (e) Services provided due to war, if declared or not;
- (f) For porcelain on molar teeth;
- (g) For oral hygiene, dietary, plaque control and other educational programs;
- (h) For cosmetic reasons;
- (i) For appliances, restorations or procedures whose purpose is to alter vertical dimensions or maintain occlusion;
- (j) Coverage for any injury that arises in or out of the course of employment which is compensable under any Workers' Compensation or Occupational Disease Act or Law;
- (k) For replacing tooth structure lost as a result of abrasion or attrition;
- (l) For the replacement of any fixed bridge or denture within 5 years of the date of the last placement of such item;
- (m) For the replacement of congenitally missing teeth;
- (n) For inlays or crowns installed as multiple abutments;
- (o) For services performed by immediate family members.

If the initial placement of a denture or bridge involves the replacement of one or more natural teeth lost or extracted prior to the covered person becoming insured with the Minisink Valley Central School District, there will be no coverage for such device. This limitation does not apply after the person is covered by this plan for sixty (60) consecutive months.

COORDINATION OF BENEFITS (COB)

This COB provision applies to this plan when a covered person has dental coverage under more than one Plan. All of the dental expense benefits provided by the policy are subject to this provision.

COORDINATION OF BENEFITS TERMINOLOGY

Plan means any arrangement of coverage written on an expense incurred basis which provides dental

benefits or services by means of:

Group blanket coverage, whether insured or uninsured including coverage provided through:

- (a) HMO's and other prepayment group or individual practice plans;
- (b) Mandatory automobile "no fault" and "fault" insurance, including individual insurance.

Governmental programs, except;

- (a) Coverage provided under Title XVII (Medicare) and Title XIX (Medicaid) of The Social Security Act of 1965, as amended;
- (b) Any plan when, by law, its benefits are in excess to those of any private insurance plan or non-governmental plan.

Any coverage under:

- (a) Labor-management trusted plans;
- (b) Union welfare plans;
- (c) Employer organization plans or employee benefit organization plans.

Plan does not mean:

- Any type of school accident coverage, including college plans;
- Individual or family plans or contracts.

This Plan means the dental expense benefits, which are provided by the policy.

Primary means a plan, which pays Allowable Expense without regard to the existence of any other plans.

Secondary means any plan which is not considered the Primary Plan. When there are more than two plans covering the same covered person, this Plan may be primary as to one or more plans and secondary as to a different plan or plans.

EFFECT ON THE BENEFITS OF THIS PLAN

This COB Provision applies when:

- (1) A covered person is covered under this Plan and one or more other plans;
- (2) The covered person incurs Allowable Expense during a Claim Determination Period;
- (3) The sum of the benefits payable under all of the plans, in the absence of this or a similar provision, is more than the Allowable Expense. The benefits payable include those benefits which a person could have collected, but for which they did not apply.

HOW THIS PROVISION IS APPLIED

This Plan will pay its benefits without regard to the existence of any other plan when it is primary.

When this Plan is secondary, it will pay a reduced benefit, which when added to the benefits paid by all other plans will not exceed 100 % of the total Allowable Expense.

No plan will pay more than it would have paid in the absence of this provision.

When this Plan is secondary, any benefits reduced during any Claim Determination Period because of this provision will be reduced proportionately. Only the reduced amount may be charged against any benefit limit of this Plan.

RIGHT TO RECEIVE AND RELEASE INFORMATION

For the purposes of this provision, the Plan Coordinator has the right to give information to or obtain information regarding you or your dependents from:

- Any other insurance company;
- Any organization;
- Any person.

As a claimant under this Plan, you must supply the Plan Coordinator with information necessary to enforce this provision.

ORDER OF BENEFITS DETERMINATION

A plan will always be primary and will pay its benefits first if the plan has no Order of Benefits Determination rules, or if it has rules which differ from those set forth here; otherwise, the primary and the secondary plan will be determined according to the following rules:

- (1) The benefits of a plan which covers a person as an insured person are determined before those of a plan which covers a person as a covered dependent;

- (2) The benefits of a plan which covers a child as a covered dependent of a parent whose birthday falls earlier in the year are determined before those of a plan of the parent whose birthday falls later in the year. A persons year of birth is not relevant in applying this rule.

If the other plan does not have this rule, but instead has a rule based on the gender of the parent, and as a result the plans do not agree on the order of benefits, then the rule in the other plan will determine the order of benefits.

- (3) The benefits of a plan that covers a child as a covered dependent of divorced or separated parents are determined in the following order:
 - (a) The benefits of the plan of the parent with custody of the child are determined first;
 - (b) The benefits of the plan of the spouse of the parent with custody of the child (the step-parent) are considered next;
 - (c) The benefits of the plan of the parent not having custody are determined last.

However, if the specific terms of the court decree states that one of the parents is responsible for the dental care of the child and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- (4) The benefits of a plan which covers a person as an insured person (or covered dependent of such insured person) who is not laid-off or retired are determined before the benefits of a plan which covers such person (or dependent of such person) as a laid-off or retired employee.

If the other plan does not have this rule or their rule does not agree on the order of benefits, this rule is ignored.

- (5) If none of the above rules determine an order of benefits, then the benefits of a plan which has covered the person for the longer period of time are determined before those of the plan which has covered the person for the shorter period of time.

FACILITY OF PAYMENT

When another plan makes payments which should have been made under this Plan, the Plan Coordinator reserves the right to decide:

- (1) Whether or not to reimburse the organization making the payment;
- (2) The amount to be paid in order to satisfy the intent of this provision.

Any such payment made by the Plan Coordinator will fulfill the responsibility of the amount paid.

RIGHT OF RECOVERY

If the Plan Coordinator makes any payment which is more than the amount needed to satisfy the intent of this provision, then the Plan Coordinator will have the right to recover the amount of the excess from one or more of the following:

- (1) The person to or for whom such payments were made;
- (2) Any such insurance company;
- (3) Any other organization.

TERMINATION

TERMINATION DATE OF COVERAGE - Insured Person's Coverage

Your benefits will terminate on the earliest of:

- (a) The date that the policy terminates;
- (b) The date that ends the last period for which premiums are paid in your behalf;
- (c) The date that you are no longer a member of a class that is eligible for this coverage.

However, if your employment terminates, ask your employer what rights of continuation, if any, that you may have.

TERMINATION DATE OF COVERAGE - Dependent's Coverage

The coverage for your dependent(s) will terminate on the earliest of:

- (a) The date on which your coverage terminates;
- (b) The date on which you are no longer eligible for dependent coverage;
- (c) The date on which the dependent no longer meets the definition of a dependent;
- (d) The last day for which any required premium contribution was made and if there is a failure to make any further required contribution.

COBRA (Continuation of Coverage After Termination)

On April 7, 1986, the Consolidated Omnibus Reconciliation Act (COBRA) of 1985 was signed into law. The provisions of the Federal law are outlined in *OPTIONAL CONTINUANCE OF DENTAL COVERAGE*.

OPTIONAL CONTINUANCE OF EMPLOYEE AND DEPENDENT DENTAL COVERAGE

If your coverage ends, you may elect to continue (for a maximum of 18 months) the dental coverage under the group plan for you and your dependents, provided that the coverage ends due to:

- (a) Lay-off;
- (b) A reduction in the scheduled work hours per week;
- (c) Voluntary termination of employment with your employer;
- (d) Discharge from your job (other than for gross misconduct).

Please note that this 18 month period may be extended for 29 months if you are determined by the Social Security Administration to have been disabled at the time of such termination of employment or reduction in work hours. The Plan Coordinator will notify you of your right to continue coverage within 45 days of the termination of your dental coverage.

SPECIAL CONTINUANCE OF DENTAL COVERAGE

If your dependent's coverage ends, he or she may elect to continue for a maximum period of thirty-six (36) months. The dental care coverage under the group plan for him or her, is as follows:

- (1) Your dependent spouse may elect to continue coverage on his or her own behalf and that of any dependent children whose coverage would otherwise end, provided that the coverage ends due to:
 - (a) Your death;
 - (b) Your divorce or legal separation;
 - (c) Your eligibility for Medicare.
- (2) Your dependent child, whose coverage would otherwise end, may elect to continue coverage on his or her own behalf, provided that the coverage ends due to death of the employee, when there is no surviving parent, or the child's marriage or attainment of the age limit.

You or your dependent must notify your Employer of the occurrence of the events shown in (1) or (2) above. The notice should be given to your Employer as soon as it is reasonably possible after the date that the event occurred.

Within 45 days of receipt of notice that an event ending a dependent's coverage has occurred, the Plan Coordinator shall send notice to your dependent of the right to continue the coverage.

To continue coverage, you or your dependent must apply in writing within sixty (60) days of the later of the date that the coverage ends or the date that you or your dependent(s) receive notice of the right to continue the coverage.

You or your dependent must pay the required amount, if any, for the continued coverage. The plan coordinator will inform you of the monthly amount to be paid. You or your dependents must also pay such amount for any period of continued coverage, which began prior to the election of such continuance. This amount must be paid within forty-five (45) days after the date of election.

The elected coverage will begin on the date after the day coverage ended. It will end when the first of the following events occur:

- (a) The group plan terminates;
- (b) The end of the period allowed for continued coverage;
- (c) The end of the period for which premiums were paid;
- (d) The date you or your dependent become covered under a group plan which does not exclude or limit your benefits because of a pre-existing condition;
- (e) The date you or your dependent becomes eligible for Medicare;
- (f) The date your former spouse remarries and thereby becomes covered under another group plan

CLAIMS SUBMISSION

NOTICE OF CLAIM

Written notice of the event on which claim is based must be given to the Plan Coordinator within ninety (90) days after the loss for which the claim is made. Late notice will be accepted only if it is furnished as soon as it is reasonably possible.

On receipt of such notice, you will be given forms for filing proof of claim. If you have not been given such forms within fifteen (15) days after receipt of notice, you can fulfill the terms of the Plan as to proof of claim by giving written proof of (1) the occurrence of the loss, (2) the nature of the loss, and (3) the extent of the loss.

PROOF OF CLAIM

Written proof of claim must be given to the Plan Coordinator within ninety (90) days after the date of loss for which the claim is being made. Late proof will be accepted only if it is furnished as soon as reasonably possible. Itemized bills may be required as part of the proof of claim.

EXAMINATIONS

The Plan Coordinator, at its own expense, has the right to have a doctor examine any person when it deems it reasonably necessary while there is a claim pending under the Plan.

LEGAL ACTIONS

No one may sue for payment of a claim less than sixty (60) days after due proof of claim is furnished.

EXTENSION OF BENEFITS

No payment will be made under this benefit for dental services or supplies furnished on or after the date of termination of a Covered Person's insurance, except under the following specified circumstances:

- (1) In the case of appliances or modifications of appliances, if the master impression was taken while dental insurance was in force, benefits will be payable if the appliance was delivered or installed within thirty (30) days after the termination of insurance;
- (2) In the case of a crown, bridge, inlay or on lay restorations, if the tooth or teeth were prepared while dental insurance was in force, benefits will be payable if such crown, bridge or cast restoration was installed within thirty (30) days after the termination of insurance;
- (3) In the case of root canal therapy, if the pulp chamber was opened while dental insurance was in force, benefits will be payable if such root canal therapy is completed within thirty (30) days after the termination of insurance.

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT TEACHERS ASSOCIATION
BENEFIT TRUST FUND
SELF INSURED DENTAL PLAN**

GROUP NUMBER : 3900

PLAN COORDINATOR :

**PREFERRED GROUP PLANS, INC.
24 MADISON AVENUE EXTENSION
ALBANY, NY 12203
(800) 573-7474 (518) 641-0321
FAX (518) 641-0325
www.thepreferredgroup.com**