



PO Box 19199
Plantation, FL 33318
877-760-2247

Solstice Member Certificate

Group Dental

Notice: Any benefits in this certificate will apply to an Employee only if: (a) he/she has elected that benefit; or (b) he/she has a confirmation letter and/or a Solstice identification card, which shows his/her election of that benefit.

Solstice certifies that under the terms and conditions of the Contract issued to the Policyholder, the Policyholder became covered as of the effective date indicated on the identification card received.

This certificate along with the Group Contract and Schedule of Benefits summarizes the provisions, limitations, and exclusions of the Contract issued to the Policyholder, and are subject to the terms of the Contract.

All periods of time under the Contract will begin and end at 12:01 a.m. local time at the Policyholder's address.

This Dental Plan is underwritten and administered by Solstice Benefits, Inc.

A handwritten signature in black ink that reads "Leonard A. Weiss".

Dr. Leonard A. Weiss
President

Important Information About Your Dental Plan

When you elected dental benefits for yourself and your Dependents, you elected the following plan option provided by Solstice:

- Solstice S700A-PBC

Details of the benefits under each of the above options are described in separate Schedules of Benefits which are made part of the Member certificate.

When electing an option initially or when changing options as described below, the following rules apply:

- You and your Dependents may enroll for only one of the options.
- Your Dependents will be insured only if you are insured and only for the same option, with the exception of surviving Dependents and Dependents of retirees.
- You may elect to change options for yourself and your Dependents during any open enrollment period.

Definitions

Capitalized terms, unless otherwise defined, have the meanings listed below.

Adverse Determination - A decision by Solstice not to authorize payment for specialty referrals on the basis of necessity of appropriateness of care. To be considered clinically necessary, the treatment or service must be reasonable and appropriate and must meet the following requirements:

- It must be consistent with the symptoms, diagnosis or treatment of the condition present.
- It must conform to commonly accepted standards throughout the dental field.
- It must not be used primarily for the convenience of the member or provider of care.
- It must not exceed the scope duration, or intensity of that level of care needed to provide safe and appropriate treatment.

Request for payment authorizations that are declined by Solstice based upon the above will be the responsibility of the member at the Dentist's Usual Fees. A licensed Dentist will make any such denial.

Contract Fees - The fees contained in the Network Specialty Dentist agreement with Solstice.

Covered Services - The dental procedures listed on your patient Schedule of Benefits.

Dental Office - Your selected office of Network General Dentist(s).

Dental Plan - Managed dental care plan offered through the Group Contract between Solstice and your Group.

Dental Service Area - The geographical area designated by Solstice within which it shall provide benefits and arrange for dental care services.

Dependent –

- (1) Your lawful spouse; or
- (2) your domestic partner; or
- (3) your child (including newborns, adopted children, stepchildren, a child for whom you must provide dental coverage under a court order; or a Dependent child who resides in your home as a result of court order or administrative placement) who is:
 - a. Less than 26 years old; or
 - b. From 26 years until the end of the calendar year in which the child reaches the age of 30, provided the child is unmarried and does not have a dependent of their own, is a Florida

state resident or a full-time or part-time student, and is not covered under a plan of their own or entitled to benefits under Title XVIII of the Social Security Act; or

- c. Any age if the child is both:
 - a. Incapable of self-sustaining employment due to mental or physical disability.
 - b. Reliant upon you for maintenance and support.

For a child who falls into category (3)(c) above, you will need to furnish Solstice with evidence of his or her reliance upon you, in the form requested, within 31 days after the Dependent reaches the age of 30 and once a year thereafter during his or her term of coverage.

Coverage for Dependents living outside of the Solstice Dental Service Area are subject to the availability of an approved network where the Dependent resides.

This definition of Dependent applies unless it is modified by your Group Contract.

Employee - An Employee of the Group who meets eligibility rules of Solstice as set out in the Group Contract, as prescribed by the Group (specifically including any minimum number of hours worked during a week and waiting period) and as set out in the Group enrollment application.

Employee Waiting Period - The time period in which an Employee must wait before being eligible for benefits.

Group - An employer, labor union or other organization that has entered into a Group Contract with Solstice for managed dental services on your behalf.

Group Contract/Policy - The entire Group Contract/Policy consists of the following:

- Part A - General Contract Provisions.
- Part B - Member Certificate/Benefit Provisions.
- Part C - Schedule of Benefits.
- Part D - All applications including, but not limited to, the Policyholder's application.
- Part E - Any endorsements, amendments and/or riders to any or all of the above.

Member/Subscriber/You/Insured - An Employee or Employee's Dependent enrolled in a dental plan in accordance with the Contract.

Network Dentist - A licensed Dentist who has signed an agreement with Solstice to provide general dentistry or specialty care services to you. The term includes both Network General Dentists and Network Specialty Dentists.

Network General Dentist - A licensed Dentist who has signed an agreement with Solstice under which he or she agrees to provide general dental care services to you.

Network Specialty Dentist - A licensed Dentist who has signed an agreement with Solstice under which he or she agrees to provide specialized dental care services upon payment authorization by Solstice.

Patient Copayment - The amount you owe your Network Dentist for any dental procedure listed on your patient Schedule of Benefits.

Policyholder - Your Group/employer that has elected to sponsor this dental coverage and administrate it.

Premiums/Prepayment Fees - Fees that your Group remits to Solstice, on your behalf, during the term of your Group Contract.

Schedule of Benefits - List of services covered under your dental plan and how much they cost you.

Solstice Benefits - The Solstice Benefits, Inc. organization that provides dental benefits in Florida.

Usual and Customary Fee - The customary fee that an individual Dentist most frequently charges for a given dental service.

Introduction To Your Solstice Dental Plan

Welcome to the Solstice Dental Plan. We encourage you to use your dental benefits. Please note that enrollment in the Dental Plan allows the release of patient records to Solstice or its designee for administrative purposes and is to be considered in full satisfaction of all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements and pertinent Florida Statutes.

Eligibility - When Coverage Begins

To enroll in the Dental Plan, you and your Dependents must make written application for the Dental Plan on an approved Solstice application form and be able to seek treatment for covered services within a Solstice Dental Service Area. Other eligibility requirements may be determined by your Group as set forth in your Group Contract. There will be at least one open enrollment period of not less than 30 days every 18 months unless Solstice and your Group mutually agree to a period of time shorter than 18 months.

You the Employee

If you enrolled in the Dental Plan before the effective date of your Group Contract, you will be covered on the first day the Group Contract is effective. If you enrolled in the Dental Plan after the effective date of the Group Contract, you will be covered on the first day of the month following processing of your enrollment (unless effective dates other than the first day of the month are provided for in your Group Contract). If you are subject to an Employee Waiting Period, then this must be completed prior to eligibility which would commence on the first of the month following such completion.

Your Dependents

Your Dependents may be enrolled in the Dental Plan at the time you enroll, during an open enrollment, or within 31 days of becoming eligible due to a life status change such as marriage, birth, adoption, placement, or court or administrative order. All enrollments must be done through approved Solstice forms. You may drop coverage for your Dependents only during the open enrollment periods for your Group, unless there is a change in status such as divorce.

New Born/Adopted Children Coverage

If you have family coverage, a newborn child and/or an adopted child is automatically covered during the first 31 days of life/placement in the home or date of entry of an order granting you custody. If you wish to continue coverage beyond the first 31 days, your baby needs to be enrolled in the Dental Plan by submitting an approved application and you need to begin to pay Premiums/Prepayment Fees, if any additional are due, during that period.

Family and Medical Leave Act of 1993

Under the Family and Medical Leave Act of 1993 (FMLA), you may be eligible to continue coverage during certain leaves of absence from work. During such leaves, you will be responsible for payment to your Group the portion of the premium/prepayment fees, if any, which you would have paid if you had not taken the leave. You may be entitled to FMLA leave for any of the following reasons:

- The birth of a child, and to care for such child.
- The placement of a child with you for adoption or foster care.
- To care for your seriously ill spouse, child, or parent.
- A serious health condition which makes you unable to perform your job functions.

The Policyholder shall be responsible for the determination of your eligibility, rights, or length of leave period for FMLA.

Initial Term

The Group Contract shall be in effect commencing at 12.01am on the effective date set forth in the certificate of coverage and shall extend for a minimum of 12 months thereafter.

Renewal Term(s)

The Group Contract is renewable at the Group's sole discretion at the end of the initial term for two additional 12-month periods ("Renewal Term"). Each Renewal Term may be renewed at the sole option of the Group for an additional 12-month period, subject to Solstice's right to modify or amend the coverage and/or the premium rates applicable for the renewal term. Any such changes or amendments shall be subject to the Group's acceptance and shall be made part of the Group Contract. Solstice will offer renewal terms at least 180 days before the Group's anniversary date for an authorized officer of the Group to sign. The renewal terms shall specifically state the proposed rate changes, if any. The renewed Policy should be deemed accepted and approved without the Group's signature when the Group pays the first Premium due for the renewal Policy to Solstice on or before the first day of the month of the new contract term. Solstice shall give the Group written notice of initial rate indications 240 days before the renewal date.

Member/Dependent Disenrollment from the Dental Plan - Termination of Benefits

Except as otherwise provided in the sections titled Extension of Benefits and Continuation of Benefits (COBRA), or in your Group Contract, disenrollment from the Dental Plan/Termination of benefits and coverage will be as follows:

Member

- The day the Policy terminates;
- The last date of the month your employment terminates;
- The last day of the grace period which was enacted due to lack of premium paid in the month prior;
- The last day of the month in which eligibility requirements are no longer met;
- The day you are no longer actively at work due to a labor dispute, including but not limited to, any strike, work slowdown or lockout;
- The day the Insured enters the armed forces of any country or international authority on a full time basis;
- Upon 60 days notice from Solstice due to permanent breakdown of the Dentist/patient relationship as determined by Solstice after at least three opportunities to utilize dental offices have failed;
- Upon 60 days notice by Solstice due to fraud or misuse of dental services and/or dental offices;
- Upon 60 days notice by Solstice due to continued lack of a dental office in your service area;
- The last day of the month after voluntary disenrollment; or
- Upon any condition cited in the Group Contract.

Dependent

- The day the Policy terminates;
- The date on which the Policy is changed to end Dependent insurance;
- The date on which a Dependent ceases to be a Dependent as defined in the Policy;
- The last day of a period for which the required premium payment for the cost of the Dependent is remitted;
- The day you request that the insurance for a Dependent be terminated, provided that you provide evidence of a qualified family status change within thirty-one (31) days of said change;
- The day the Dependent enters the armed forces of any country or international authority on a full time basis;

- Upon all notices available by Solstice to the Member as stated in the Member termination provisions above; or
- When one of your Dependents is disenrolled, you and your other Dependents may continue to be enrolled. When you are disenrolled, your Dependents will be disenrolled as well, with the exception of surviving Dependents and Dependents of retirees.

Extension of Benefits

Coverage for a specific dental procedure (other than orthodontics) which was started before your disenrollment or your Group's termination from the Dental Plan will be extended for a maximum of 90 days from the disenrollment/termination date. Your provider, by contract, is obligated to complete any and all procedures begun during the Dental Plan coverage period at the original contracted fees. Should this treatment be considered complex dentistry (ex. full mouth rehabilitation involving 6 or more crowns to be fabricated at the same time, periodontal therapy, etc.) as determined by the Solstice dental director, a decision will be rendered as to the additional time period that the provider needs to complete the original dental treatment plan.

Coverage for orthodontic treatment which was started before Member disenrollment/Group termination will be extended to the end of the quarter or for 90 days after Member disenrollment or Group termination whichever is later, unless such action was prompted due to nonpayment of premiums in which case coverage ceases immediately.

Subrogation

When benefits have been paid under the Policy for any loss caused by a third party, Solstice has the right to be reimbursed from any recovery the Insured obtains as a result of the alleged negligence. Solstice is entitled to any recovery even if such recovery does not fully satisfy the judgment, settlement, or underlying claim for damages or fully compensate the Insured. If the Insured is not fully compensated, Solstice shall be reimbursed on a pro-rata basis.

Solstice may take whatever legal action it sees fit against a third party to recover the benefits paid under the Policy. This will not affect the Insured's right to pursue other forms of recovery, unless the Insured or his/her legal representative consent otherwise.

The Insured shall advise Solstice of a claim or suit against a third party or insurance carrier within 60 days of the action. Solstice has the right to the Insured's full cooperation. All procedures and provisions relating to the right of subrogation shall not be in conflict with any applicable Florida Statute or the decisions of courts of competent jurisdiction which eliminate or restrict such rights.

Continuation of Benefits (COBRA)

For groups with 20 or more Employees, federal law requires the employer to offer continuation of benefits coverage for an Employee or Dependent after termination of employment or reduction of work hours, for any reason other than gross misconduct. Such reasons (qualifying event) include the following:

- The Employee's death;
- Termination of the Employee's employment (except for gross misconduct) or a reduction of hours below the minimum for eligibility;
- The Employee's divorce or legal separation;
- The Employee becoming eligible for benefits under Medicare; and
- A Dependent child ceasing to be eligible under the terms of the Policy.

The maximum period of continued coverage for the Employee and his/her Dependents as a result of termination and/or reduction of hours is 18 months from the date of such event. The maximum period of continued coverage as a result of any qualifying event other than termination/reduction is 36 months from the date of the event.

It is the responsibility of the Employee or Dependent to notify the Policyholder of a qualifying event other than termination and/or reduction of hours within 60 days of such event and make known his/her right for extension of benefits.

It is the responsibility of the employer to provide continued coverage, however it is the responsibility of the Employee/Dependent to remit the premium for such coverage within 45 days after such election. Subsequent payments must be made to the entity that the employer designates within 10 days of the Group's premium due date.

Termination of the extended coverage will end at the earliest of the following dates:

- The end of the maximum period of continued coverage set forth;
- The date on which the Employer ceases to provide any group plan;
- If an Employee/Dependent fails to make a premium payment when due, the last day of the period of coverage for which premiums have been paid; and
- The date on which the Employee/Dependent becomes covered under any other group dental plan or becomes eligible for benefits under Medicare.

Coordination of Benefits

If you or your Dependents have other coverage, indemnity or otherwise, through your spouse's employer or other sources, applicable coordination of benefits rules will determine which coverage is primary or secondary. In most cases:

- The plan covering you as an Employee is primary for you.
- The plan covering your spouse as an Employee is primary for him/her.
- Your children are covered as primary by the plan of the parent whose birthday occurs earlier in the year.
- Utilizing two dental benefits cannot result in reimbursement for more than 100% of the charge of the service rendered.

Grace Period

A grace period of 31 days will be allowed for the payment of any premium except the first premium due to enact the Policy. The Policy stays in force during a grace period. Full payment must be received by the 31st day of such a grace period. The Policy terminates at the end of the grace period with no further coverage.

The information below outlines the utilization of your coverage and will help you to better understand how to make the best use of your Dental Plan. Your particular Schedule of Benefits are attached to your certificate which outlines each specific procedure covered, applicable Patient Copayments to these services, exclusions and limitations. Please refer to this document each and every time that you use your Dental Plan.

Member Services

If you have any questions or concerns about the Dental Plan, our Member Services representatives are just a toll-free phone call away. They can give you information on dental offices in your area; explain certain dental services and their applicable copayments, second opinion or consultation; act as your liaison with your dental office; or explain your benefits. To contact Member Services from any location, call 1-877-760-2247.

Premiums

Your Group remits a monthly fee to Solstice for Members participating in the Dental Plan. The amount and term of this fee is set forth in your Group Contract. You may contact your benefits representative for information regarding any part of the fee to be withheld from your salary to be paid by you to the Group or the amount that the Group is paying on your behalf.

Other Charges - Patient Charges

Your Schedule of Benefits lists the dental procedures covered under your Dental Plan. Some dental procedures are covered at no charge to you while others require a Patient Copayment that is your responsibility to be paid at the time that the service is rendered. There are no deductibles and no annual dollar limits for services covered by your Dental Plan. Your Dentist receives supplemental payments from Solstice towards some "no charge" services as well as some services requiring Patient Copayments.

Your Network General Dentist should tell you about patient charges for covered services, the amount you must pay for non-covered services and the dental office's payment policies. It is possible that the dental office may add late charges to overdue balances or charges for broken appointments.

Your Schedule of Benefits is subject to annual change in accordance with your Group Contract. Solstice will provide written notice to your Group of any change in patient charges at least 45 days prior to such change. You will be responsible for the patient charges listed on the Schedule of Benefits that is in effect on the date a procedure is started.

Choice of Network Dentist

You and your Dependents can select a Dental Office once enrolled in the Dental Plan. The benefits of the Dental Plan are available only at a Network dental office within the Dental Service Area, except in the case of an emergency or when Solstice authorizes a payment for specialty referrals. Should you wish to change your Network Dentist or your Network Dentist elects to terminate their contract with Solstice, you have several help options:

- Contact Member Services at 1-877-760-2247;
- Request and/or review our printed Network Dentist Directory; or
- Visit us at SolsticeBenefits.com and utilize our Network Dentist search feature.

It is you and your Dependent's responsibility to review the Network Dentist directory to ascertain whether there is sufficient Network Dentists in your service area. Solstice will make every effort to establish and maintain an adequate choice of Network Dentists throughout the state, however claims no responsibility should Network representation be diminished or eliminated through attrition of Network Dentists from the Solstice Network. Should all Network Dentists in a given service area elect to terminate after having been active at the time of your enrollment in the Dental Plan, Solstice may tell you if you may obtain covered services at a particular non-Network Dentist on a temporary/emergency basis. In this situation, Solstice may pay the non-Network Dentist the difference, if any, between his or her usual fee and the applicable patient charge.

You may receive a description of the process used to analyze the qualifications and credentials of Network Dentists upon request.

Emergency Dental Care - Reimbursement

An emergency is a dental condition of recent onset and severity which would lead a prudent layperson possessing an average knowledge of dentistry to believe that his or her condition requires immediate dental procedures necessary to control excessive bleeding, relieve severe pain, or eliminate acute infection. Please contact your Network General Dentist if you have an emergency in your service area.

Emergency Care Away From Home

If you have an emergency while you are out of your service area, you may receive emergency covered services as defined above from any General Dentist. Typical routine emergency services may be emergency examination, x-rays, extraction, prescription, or other palliative care to relieve immediate pain, infection and bleeding. Routine restorative procedures or definitive treatment (e.g. root canal) which might be the final therapy necessary to correct the clinical situation creating the patient symptoms are not considered emergency care. You should return to your Network General Dentist for these procedures. For emergency care there will be up to \$100.00 reimbursement towards the abatement of pain.

Emergency Care After Hours

There is a patient charge listed on your Schedule of Benefits for the emergency care rendered after regularly scheduled office hours. This charge will be in addition to other applicable patient charges.

Benefit Limitations, Exclusions and Exceptions

Limitations on Covered Services

Listed below are limitations on services covered by your Dental Plan:

- Frequency/Age - The frequency of certain covered services, specifically preventive and diagnostic procedures such as cleanings, x-rays, are limited. Your patient Schedule of Benefits lists these limitations on frequency and age.
- Specialty Care - All Members of Dental Plans 500, 500A, 500AP, 700, 800, 800A, 800AP, Premium 300, Premium 300A, and Premium 300AP may seek treatment from a contracted Solstice dental specialist without a referral from Solstice and/or your General Dentist (we encourage the involvement of your General Dentist so that proper coordination of treatment be considered in your dental therapy). The Solstice dental specialist will provide a 25% reduction off of his/her usual and customary fee.
 - Should your dental plan be the 500, 500A, 500AP, or 700 and the services of an Orthodontic specialist be necessary, you may receive this care in either of two ways: (1) You may go directly to a participating specialist with no referral and receive a 25% reduction off the provider's usual and customary fee; or (2) You may obtain prior written authorization from Solstice and receive specialty treatment by an approved participating Orthodontic specialist at the listed copayments.

Should your Dental Plan be the S200, S200A, S200AP, S500, S500A, S500AP, S500PB, S700, S700A, S700AP, S700A-PBC, S800A, or S800AP, you have one of two options:

1. You may seek treatment from a contracted Solstice dental specialist without a referral from Solstice and/or your general dentist. The Solstice dental specialist will provide a 25% reduction off of his/her usual and customary fee.
- or
2. You may elect to obtain prior written authorization from Solstice and receive specialty treatment by an approved Solstice S-plan specialist (which may or may not be on the list of Solstice dental specialists) at the listed co-payments on your Schedule of Benefits should they appear there.

Though it is the intent to provide easy access for Solstice Members to its S-Plan dental specialists, Solstice is not obligated to provide the required dental specialist within a specific radius or geographic area. The following general limitations apply:

- Pediatric Dentistry - Coverage for referral to a pediatric Dentist ends on your child's 16th birthday; however, exceptions for medical reasons may be considered on an individual basis. Your Network General Dentist will provide care after your child's 16th birthday.
- Oral Surgery - Surgical removal of impacted tooth covered when pathology (disease) exists. Surgical removal of wisdom teeth/3rd molar when pathology does not exist will be covered at 25% off of the general dentist's or specialist's usual and customary fees. Orthodontic related surgeries (except D7280) needed to relieve crowding or to facilitate eruption are available at a 25% reduction off of the doctor's usual and customary fees.
- There are certain procedure codes listed in your Schedule of Benefits that are not eligible under S-Plan reimbursement. These services are noted by an "iron cross".

Please refer to the section "Specialty Care Protocol" for a review of the authorization procedure.

Orthodontics

The following definitions apply:

- Orthodontic Treatment Plan and Records- The preparation of orthodontic records and a treatment plan by the orthodontist(models, x-rays, etc.).
- Interceptive/Transitional Orthodontic Treatment- Treatment prior to full eruption of the permanent teeth, frequently a first phase prior to comprehensive therapy.
- Comprehensive Orthodontic Treatment- Treatment after eruption of most permanent teeth(i.e. braces).
- Retention(Post Treatment Stabilization) - The period following comprehensive treatment where you may wear an appliance to maintain and stabilize the new position of the teeth.

The Solstice orthodontic benefit allows for a total of 24 months of orthodontic treatment whether it be entirely “comprehensive” or 12 months of “Interceptive” and 12 months of Comprehensive, etc. The patient charge for your entire orthodontic case, including retention, will be based upon the appropriate Schedule of Benefits in effect on the date of your visit for treatment plan and records. Factors that could alter the total charge might be the type of brackets utilized (ceramic, clear, lingual vs metal), required surgery, appliances to guide minor tooth movement, harmful habit appliances, as well as the evaluation of the difficulty or case type of the orthodontic treatment and/or the degree to which the treatment plan deviates from a “typical” or normal case difficulty as discerned entirely by the Orthodontist. Solstice bears no liability towards treatment unable to be completed due to a terminated status or a treatment planned case, originally thought to be completed within 24 months, at the end of which, more therapy is evident to achieve a satisfactory result as discerned by the Orthodontist.

If you/your Dependent is in the middle of orthodontia treatment of any type at the time of initial enrollment, you must contact Solstice to see if you are eligible for reimbursement under the orthodontia benefit.

Exclusions of Your Dental Plan

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility.

- Services not listed on the Schedule of Benefits are charged to you, the Member/Dependent, at a 25% discount of the provider’s usual and customary fee.
- Services provided by a non-Network General Dentist or Dental Specialist without Solstice Benefit's prior approval, except emergencies.
- Services related to an injury or illness paid under worker’s compensation, occupational disease or similar laws.
- Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than Medicaid.
- Services relating to injuries which are intentionally self-inflicted.
- Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war.
- General anesthesia or IV sedation is available when listed on the schedule of benefits, medically necessary, and previously approved by Solstice Benefits.
- Prescription drugs.
- Procedures, appliances or restorations if the main purpose is to: (1) change vertical dimension (degree of separation of the jaw when teeth are in contact) or (2) diagnose or treat abnormal conditions of the temporomandibular joint (“TMJ”) unless TMJ therapy is specifically listed on your Schedule of Benefits or specified as an orthodontic benefit.
- Dental procedures initiated prior to the Member’s eligibility under this Dental Plan or initiated after the Member’s termination from the Dental Plan.

- Replacement of fixed and/or removable prosthodontic or orthodontic appliances that have been lost, stolen, or damaged due to patient abuse, misuse or neglect.
- Services associated with the placement or prosthodontic restoration of a dental implant.
- Services considered to be unnecessary or experimental in nature.
- Any inpatient/outpatient hospitalization, including any associated incremental charges for dental services/medical services performed in a Hospital.
- Treatment of malignancies, cysts or neoplasm's.
- Services to the extent you or your enrolled Dependent is compensated under any group medical plan, no-fault auto insurance policy, or an insured motorist policy.
- Any dental procedure or treatment unable to be performed in the dental office due to the general health or physical limitations of the Member including, but not limited to physical or emotional resistance, inability to visit the dental office, or allergy to commonly utilized local and or general anesthetics.
- Surgical removal of impacted tooth covered when pathology (disease) exists. Surgical removal of wisdom teeth/3rd molar when pathology does not exist will be covered at 25% off of the general dentist's or specialist's usual and customary fees. Orthodontic related surgeries (except D7280) needed to relieve crowding or to facilitate eruption are available at a 25% reduction off of the doctor's usual and customary fees.

Pre-existing Conditions

There are no pre-existing conditions. Should any be added as an addendum to the Contract upon renewal, pre-existing conditions will not be excluded, for a condition which occurs 3 months prior to the effective date, for more than two years.

Exceptions

Within each particular Schedule of Benefits, there may be additional copayments, fees, surcharges that apply to services that present with a Patient Copayment (e.g. precious metal copayment when undergoing crown restoration therapy, complex rehabilitation/multiple crowns of 6 or more requiring a \$30.00 surcharge). Please review your entire Schedule of Benefits to determine whether such additional charges apply.

Genetic, Handicapped and Communicable Disease Conditions

Solstice, in compliance with Florida Statutes and Florida Administrative Code, does not consider Members with the following conditions subject to limited, altered, or denied coverage, by virtue of these specific conditions alone:

- HIV.
- Handicapped children.
- Genetic information absent of a condition requiring diagnosis.

Solstice, in the course of its business, complies with the following Florida Statutes/Administrative Codes:

- 636.016
- 4-203.025
- 636.0201
- 636.022
- 627.431

Grievance Procedures - What To Do If There Is A Problem

Most problems can be resolved between you and your Dentist. We suggest that you discuss your questions and/or concerns with your Dentist first in the hopes of continuing to maintain an easy working relationship. However, we want you to be completely satisfied with the Dental Plan. That's why we've established a process for addressing your concerns and complaints. The complaint procedure is voluntary and will be used only upon your request.

Informal Grievance Procedure

Begin with the Member Services Department which can be reached at 1-877-760-2247. We're here to listen and to help. If you have a concern about your dental office or the Dental Plan, you may call the toll-free number and explain your concern to one of the Member Services representatives. Many questions/concerns are able to be addressed at the time of your first phone call by reviewing your Dental Plan, normal Solstice procedures as described in this certificate, and interpreting what might appear to be complicated typical dental office procedure. If necessary, and only under your direction, we will contact your dental provider for you to gain necessary treatment information. We will evaluate such information as it pertains to your concern and get back to you as soon as possible, usually by the end of the next business day. Should you consider this informal grievance procedure unsatisfactory, Solstice employs a two level "Appeals" process for any disputes and/or concerns.

Level One Complaint-Appeal

Even though it is not necessary, it is always assumed that you have attempted to have your concern(s) addressed through our informal process prior to utilizing the "Level One" formal process. To initiate a "Level One" complaint or appeal towards the findings of an informal query, you must submit a request for review of such a complaint/appeal within one year of the occurrence, to include the following information:

- The letter should be labeled as a "Level One" complaint/Appeal.
- Patient identifying information.
- Dental provider identifying information.
- The date(s) of the experience.
- Description of the intended dental service.
- The nature of the deviation.
- The patient financial obligation toward the dental provider, if any.
- The overall temperament/attitude of the Dentist and his/her auxiliaries.
- A review of your attempt, if any, to clarify/correct the provider deviation.
- A review of the provider's attempt, if any, to clarify/correct the deviation.
- A review of the Informal grievance process by yourself and Solstice if one had occurred.

The above letter should be addressed to:

Appeals Coordinator
PO Box 14009
Lexington, KT 40512-4009

If you are unable or choose not to submit a written request, you may ask Member Services/Appeals Coordinator to register your request by calling the toll-free number 1-877-760-2247 at which time the Member Services representative will fill out a formal grievance form. Once completed, this formal grievance form will be mailed to you for your signature to be returned to Solstice for action.

Your "Level One" request will be considered and the resolution made by someone not involved in the initial decision or occurrence. Issues involving dental necessity or clinical appropriateness will be considered by a dental professional.

We will respond with a decision within 15 calendar days after we receive your request. If the review cannot be completed before 15 days, we will notify you on or before the 15th day of the reason for the delay. The review will be completed within 15 calendar days after that. If you are not satisfied with our decision, you may request a second level review.

Level Two Appeal

To initiate a level two appeal, you must submit your request in writing to Solstice within 60 days after receipt of Solstice Benefit's level one decision.

Second level reviews will be conducted by Solstice Benefit's Appeals Committee, which consists of a minimum of 3 people. Anyone involved in the prior decision may not vote on the Appeal's Committee. For appeals involving dental necessity or clinical appropriateness, the Committee will include at least one Dentist. If specialty care is in dispute, the Committee will consult with a Dentist in the same or similar specialty as the care under consideration, as determined by Solstice.

Solstice will acknowledge your appeal in writing within 5 business days and schedule a committee review. The acknowledgement will include the name, address, and telephone number of the Appeals Coordinator. Additional information may be requested at that time. The review will be held within 30 calendar days. If the review cannot be completed within 30 calendar days, you will be notified in writing on or before the 15th calendar day, and the review will be completed no later than 45 after the receipt of your initial request.

You may present your situation to the Committee in person or by conference call. Please advise Solstice 5 days in advance if you or your representative plans to be present. The location of the review will be at the Solstice home office address or at a location within your service area that is mutually convenient. You will be notified in writing of the Committee decision within 5 business days after the Committee meeting. The resolution will include the specific contractual or clinical reasons for the resolution, as applicable.

Expedited Appeals

You may request that the complaint or appeal resolution be expedited if the timeframes under the above process would seriously jeopardize your life or health or would jeopardize your ability to regain the dental functionality that existed prior to the onset of your current condition. A dental professional, in consultation with the treating Dentist, will decide if an expedited review is necessary. When a review is expedited, Solstice will respond orally with a decision within 72 hours, followed up in writing within two business days of the decision.

Appeals to the State

You have the right to contact your state's Department of Insurance or Health for assistance at any time. Such contact can be made at the following address:

Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399
1-800-342-2762

Arbitration

As a Solstice enrollee, you acknowledge that any/all grievances, upon your request, may be placed in an arbitration process so that an agreeable resolution may be established. All arbitration processes will not preclude review pursuant to Rule 4-191.081 of the Florida Administrative Code and shall be conducted pursuant to Chapter 682 of the Florida Statutes.

Solstice will not cancel or refuse to renew coverage because you or your Dependent has filed a complaint or appealed a decision made by Solstice. You have the right to file suit in a court of law for any claim involving the professional treatment performed by a dentist.