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SAMBA

Dental and Vision Care Program Brochure

Summary Plan Description

Visit our website at www.SambaPlans.com

Introduction and Plan Highlights

The SAMBA Federal Employee Benefit Association offers the Dental and Vision Care Program (hereafter referred to as "Program") which has been designed to help pay the cost of dental and eye care for you and your eligible dependents. The benefits and provisions of the Program as of January 1, 2009, are described in this Summary Plan Description (SPD).

The Program offers a choice between two Dental Plan options:

- 1. Aetna's Dental Maintenance Organization (DMO®) Plan:** Simply select a Primary Care dentist who participates in the Aetna Dental Maintenance Organization (DMO®). Benefits are payable when treatment is performed by your Primary Care dentist, with many services covered at 100%.

OR

- 2. The Alternate Dental Plan – featuring the Aetna PPO:** A fee-for-service plan that may provide coverage for treatment from any dentist. Plus, you get an opportunity to save on out-of-pocket expenses when you receive care from a participating PPO dentist at any of the more than 60,000 available Dental PPO providers nationwide.

PLUS

SAMBA provides you with Vision Care Benefits: No matter which dental plan option you choose, SAMBA provides Vision Care benefits for your routine eye examinations, eye dilation, frames and lenses, or contact lenses. In addition to your covered benefits you will be eligible to receive discount vision care services and products through the Vision One Discount Program.

This Program is governed by the Employment Retirement Income Security Act of 1974 ("ERISA"). Both Dental Plan options are managed by Aetna Dental®. The DMO® Dental Plan is underwritten by the Aetna Life Insurance Company of Hartford, Connecticut (called Aetna). SAMBA self-insures the Alternate Dental Plan and the Program's Vision Care Benefits.

DMO and PPO Participating Providers are independent contractors in private practice and are neither employees nor agents of Aetna. The availability of any particular provider cannot be guaranteed and provider network composition is subject to change. Aetna itself is not a provider of dental care services and therefore, cannot guarantee any results or outcomes.

The benefits and provisions described in this document may vary based upon your specific geographic service area. No oral statement can modify or otherwise affect the benefits, limitations, and exclusions of this SPD.

*SAMBA reserves the right to modify or terminate the Program at any time.
The SAMBA Dental and Vision Care Program is a non-FEDVIP plan.*

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SECTION 1 – Dental and Vision Care Program

Enrollment and Eligibility

Applications for coverage are available at your place of employment, SAMBA's website at www.SambaPlans.com, or may be requested from the SAMBA office by calling **(800) 638-6589**.

The SAMBA Dental and Vision Care Program is an employee organization benefit which is available exclusively to active employees of a SAMBA eligible employing agency or who are retired from a SAMBA eligible employing agency under any established retirement program. For purposes of this section, the term "SAMBA eligible employing agency" means any branch, department, or agency of the United States Government, including, without limitation, the U.S. Postal Service, the U.S. Courts and SAMBA.

You may request enrollment in the SAMBA Dental and Vision Care Program at any time throughout the year*. To request coverage, complete the SAMBA Enrollment Form and submit it to SAMBA.

*Note: No person may be covered both as an employee and dependent and no person may be covered as a dependent of more than one employee. Additionally, if previously enrolled in the Program and coverage was terminated for any reason, there is a 24 month waiting period to become eligible to re-enroll (see "Termination of Coverage" on page 3).

Your eligible dependents may be enrolled only if you are enrolled in this Program. Eligible dependents under the Program consist of your legal spouse and your unmarried, wholly dependent child(ren) under age 22*.

Under the Program, an eligible dependent "child" means a member's recognized: 1) natural child; 2) stepchild; or 3) legally adopted child. The Program will recognize a child as: 1) natural if the birth certificate names the member as one of the parents or if the member produces an affidavit of parenthood that conforms with applicable local law; 2) stepchild if an employee's spouse (who lives with the employee) is in a regular parent-child relationship; or 3) adopted, provided the member has legally adopted the child in accordance with applicable law.

A child is deemed legally "dependent" on a member for purposes of coverage only if: 1) the child lives with the employee in a regular parent-child relationship; 2) the employee makes regular and substantial contributions to support the child; or 3) the child is the subject of a qualified medical child support order obligating the employee, although a non-custodial parent, to provide health insurance coverage for the child.

For the purpose of 2) above, listed are examples of proof of regular and substantial support. The Plan Administrator may require more than one of the following as proof of support:

- Evidence of eligibility as a dependent child for benefits under state or Federal programs
- Proof of inclusion of the child as a dependent on your income tax returns
- Canceled checks, money orders, or receipts for periodic payments from you for or on behalf of the child
- Evidence of goods or services which show regular and substantial contributions of considerable value

For the purpose of 3) above, the Program will issue benefits directly to either the child or the child's custodial parent or legal guardian.

*Note: Children are no longer eligible upon marriage or attainment of age 22. However, dependent children age 22 up to age 27 (or any age if covered as your dependent under a Federal Employees Health Benefit Program ("FEHBP")) are eligible for Self Only coverage provided you are enrolled under the SAMBA Dental and Vision Care Program.

Upon Enrollment	Upon enrollment you must choose from one of the two Dental Plan options available — the DMO® Plan or the Alternate Dental Plan and indicate which coverage level you are selecting (Self Only, Self + One, or Self + Family). Additionally, if you are choosing the DMO® Plan you must elect a Primary Care Dentist for each family member enrolling in the Plan. <i>Note: If the DMO® Plan is not currently offered in your area of residency, you are only eligible to enroll in the Alternate Dental Plan. You may contact the DMO® Member Hotline by calling (800) 843-3661 to obtain the status of the DMO® Plan for your service area.</i>
When Coverage Begins	<p>You will receive a confirmation letter advising you of your effective date in the Dental and Vision Care Program and additional material will be sent after your application is processed.</p> <p>If you are enrolling in the Alternate Dental Plan, coverage will generally be effective the first day of the following month after your completed enrollment form is received in the SAMBA office.</p> <p>If you are enrolling in the DMO® Plan, your completed enrollment form must be received in the SAMBA office by the 10th day of the month for coverage to be effective the first day of the following month. <i>Note: Enrollment forms received after the 10th day of any month may have a two month delay before coverage is in effect.</i></p> <p>Your dependent's coverage will begin on the later of:</p> <ul style="list-style-type: none"> • Your eligibility date; or • The date the dependent first becomes an eligible dependent.
Your Contribution	You are responsible for paying the full premium contributions for you and your dependents' coverage. The current cost of the Program is provided under separate cover. <i>SAMBA reserves the right to adjust the member contribution based primarily on the Program's experience.</i> Should the Program require an adjustment in the premium, the member will be notified 30 days in advance of such adjustment. Notification will be sent by U.S. mail to the Program member's current address on record.
Change in Family Status	<p>If you enrolled under Self + One or Self + Family coverage and have a change in "family status," you must notify SAMBA of such change within 30 days. The following events are considered as a change in "family status:"</p> <ul style="list-style-type: none"> • Marriage, divorce, or legal separation • Birth or adoption of a child, or a change in custody ruling • Death of a dependent • Loss of a dependent's eligibility for coverage
Changing Plans	<p>You may request an enrollment change from one dental plan option to another at any time. Members requesting a change from one plan option to another must submit the request in writing to the SAMBA office. See "When Coverage Begins" (above) for when your new coverage option will take effect. <i>In the event you have the DMO® Plan and your area does not offer this coverage or the DMO® Plan is no longer available, then you must notify SAMBA in writing to request a change to the Alternate Dental Plan.</i></p> <p>Note: Changes from one plan to another must be received in writing by SAMBA and cannot be accepted telephonically by SAMBA or by Aetna.</p>
Coordination of Benefits	The purpose of a group health care program is to help you pay for covered expenses, but not to result in total benefits greater than the covered expenses incurred. Therefore, the dental or vision

benefits that, without these rules, would be payable for you or your covered dependents' healthcare expenses may be reduced so that the total benefits from this and any other group plan will not be more than the total allowable expenses. For the coverage described in this brochure, allowable expenses are the reasonable and customary charges for a service or supply that are covered, at least in part, by one or more health, dental, or vision plans covering the patient receiving the treatment. When a plan provides benefits in the form of services, the cash value for each service rendered will be considered both an allowable expense and a benefit paid.

The following rules are used to determine which plan is primary (the plan that determines benefits first) and which plan is secondary:

- **Employee or Spouse:** the plan that covers the patient as an employee is primary.
- **Dependent Children:**
 - (a) Parents not separated or divorced: If a child is covered as a dependent by both parent's coverage, the plan of the parent whose birthday falls earlier in the year is considered primary (month and day).
 - (b) Parents are separated or divorced: If a child is covered as a dependent by two or more programs of separated or divorced parents, benefits are determined in this order:
 - First:** the plan of the parent with custody of the child
 - Second:** the plan of the spouse, if applicable, of the parent with custody of the child
 - Third:** the plan of the parent that does not have custody of the child
 - (c) If one of the plans does not have a Coordination of Benefits provision, the plan without a Coordination of Benefits provision will always be primary.
 - (d) If none of the above rules determine the order of benefits, the plan that covered the person the longest period of time is primary.

Note: DMO[®] coverage plans in New Jersey and Texas do not have a Coordination of Benefits provision. Therefore, DMO coverage is always primary in these two states.

Termination of Coverage

Your coverage will terminate under this Program on the earliest of any of the following dates:

- If enrolled in the DMO[®] Plan – the last day of the month in which we receive your request for voluntary termination provided your request is received in the SAMBA office by the 10th of the month (or the 2nd pay period after we receive your request if paying through payroll allotment). *Note: Termination requests received after the 10th day of any month may have a two month delay before coverage actually terminates;*
- If enrolled in the Alternate Dental Plan – the last day of the month in which we receive your request for voluntary termination (or the following pay period after we receive your request if paying through payroll allotment);
- The date you cease to make the required premium payments;
- The date you enter active full-time military service for any country (full-time military service does not include service of one month or less);
- The date you are no longer employed by a Federal agency (does not include retirement); or
- The date the Program is terminated.

Your dependent's coverage will terminate under this Program on the earliest of any of the following dates:

- The date your coverage terminates;
- The date your dependent enters active military service for any country (full-time military service does not include service of one month or less); or
- The date your dependent ceases to be an Eligible Dependent.

Note: Coverage will continue for 31 days after your enrollment ends for any reason except if you voluntarily cancel, enter the military, or cease to make required premium payments.

Termination of coverage for any reason for you or your eligible dependents restricts re-enrollment in the Program for 24 consecutive months from the date of termination.

SECTION 2 – DMO® Plan Benefits

Overview

The DMO® Plan covers many of the charges incurred for the preventive and corrective dental care you and your eligible dependents receive. The DMO® Plan is underwritten by Aetna. Aetna has arranged for Primary Care Dentists and Specialty Dentists to furnish the services under this DMO® Plan option.

When you enroll in the DMO® Plan, you and your eligible dependents will each need to choose their own **Primary Care Dentist (PCD)**. To locate PCD providers in your area call Aetna's toll-free DMO® Member Hotline at **(800) 843-3661** or visit SAMBA's website at **www.SambaPlans.com**.

You and/or your dependents may change their PCD selection by calling Aetna's toll-free DMO® Member Hotline by calling **(800) 843-3661**. Provided your request is placed within the first week of a month, your change in PCD will generally take effect the first day of the following month.

Except for emergency care, services must be furnished or prescribed by your DMO® Primary Care Dentist to receive coverage under the Program. For certain dental care, your Primary Care Dentist may prescribe care by a participating Specialty Dentist.

SAMBA has contracted with Aetna to be the underwriter and administrator of the DMO® Plan. Aetna arranges for the provision of dental care services. However, Aetna itself is not a provider of dental care services, and therefore, cannot guarantee any results or outcomes. Participating dentists and other providers are independent contractors and are neither employees nor agents of Aetna. The availability of any particular provider cannot be guaranteed and provider network composition is subject to change.

The services and the percentage of eligible charges the DMO® Plan covers are shown on the "List of Dental Services – DMO® Plan" (see below).

Note: Certain DMO® Plan benefits and limitations described in this booklet may vary for different service areas. All benefits and limitations are subject to the Group contract. A DMO® Plan booklet-certificate is available upon request.

List of Dental Services – DMO® Plan

The DMO® Plan covered services and percentage of eligible charges are shown in the list below. The list is divided into **Basic Services Type A, B and C, Specialty Services Type B and C and Orthodontic Services**.

Basic Services – Type A

The DMO® Plan covers 100% of eligible charges for the following services

Exams and Other Services

- Office visit for oral examination (limited to 4 visits per calendar year)
- Emergency palliative treatment
- Prophylaxis (limited to 2 treatments per calendar year, including scaling and polishing)
- Topical application of fluoride (limited to 1 treatment per calendar year to children under age 18)
- Study models
- Oral hygiene instruction
- Sealants (limited to once per tooth every three calendar years, permanent molars only)

X-rays

- Bitewing x-rays (limited to 2 sets per calendar year)
- Entire series (limited to 1 set every three calendar years)
- Periapical x-rays
- Intra-oral, occlusal view, maxillary or mandibular
- Extra-oral upper or lower jaw

Basic Services – Type B

The DMO® Plan covers 100% of eligible charges for the following services

Endodontics

- Pulpotomy
- Pulp vitality test
- Pulp capping
- Remineralization
- Root canal therapy – including necessary x-rays and cultures but excluding complex molar cases approved as Specialty Services

Restorations and Repairs

- Amalgam restoration
- Composite restoration (other than for molars)
- Retention pins
- Stainless steel crowns
- Acrylic prefabricated crowns (excluding temporary crowns)
- Recementing inlays, crowns, bridges, space maintainers
- Tissue conditioning for dentures

Periodontics

- Emergency treatment (abscess, acute periodontitis, etc.)
- Scaling and root planing (limited to 4 separate quadrants per calendar year)
- Subgingival curettage (limited to 4 separate quadrants per calendar year)

Oral Surgery *(Includes local anesthetics and routine post-operative care)*

- Extractions, uncomplicated
- Surgical removal of erupted tooth
- Incision and drainage of abscess
- Surgical removal of impacted tooth (soft tissue)
- Excision of hyperplastic tissue
- Excision of pericoronal gingiva
- Crown exposure to aid eruption
- Removal of foreign body from soft tissue
- Suture of soft tissue injury

Basic Services – Type C

The DMO® Plan covers 60% of eligible charges for the following services

Restorations

- Gold inlays
- Gold onlays
- Porcelain inlays
- Crowns (including build-ups when necessary)
- Posts and core
- Pontics
- Dentures and partials – includes adjustments within six months after installation
- Stress breakers
- Stay plates
- Crown and bridge repairs
- Adding teeth to an existing partial denture
- Full and partial denture repairs
- Relining/rebasing dentures
- Habit appliances (bruxism, etc.)

Space Maintainers *(Includes all adjustments within 6 months after installation)*

- Fixed, band type
- Removable acrylic with round wire clasp
- Removable appliance to correct habits
- Fixed or cemented appliance to correct habits

Specialty Services – Type B

The DMO® Plan covers 100% of eligible charges for the following services

Endodontics *(Includes local anesthetics where necessary)*

- Complex molar root canal therapy
- Apicoectomy
- Retrograde filling
- Apexification
- Root amputation
- Hemisection

Oral Surgery *(Includes local anesthetics where necessary and post-operative care)*

- Frenectomy
- Sialolithotomy; removal of salivary calculus
- Alveolectomy in conjunction with extractions – per quadrant
- Alveolectomy not in conjunction with extractions – per quadrant
- Surgical removal of bony impacted teeth

- Removal of residual root
- Removal of odontogenic cyst
- Closure of oral fistula
- Removal of foreign body from bone
- Sequestrectomy
- Transplantation of tooth or tooth bud
- Closure of salivary fistula

Periodontics

- Gingivectomy or gingivoplasty – per quadrant
- Gingivectomy or gingivoplasty – per tooth
- Gingival flap procedure - per quadrant
- Osseous surgery including flap entry and closure
- Occlusal adjustment (other than with an appliance or by restoration)
- Free soft tissue graft
- Crown lengthening

Specialty Services – Type C

The DMO® Plan covers 50% of eligible charges for the following services

Anesthesia

- Intravenous sedation and general anesthesia

Orthodontic Services

The DMO® Plan covers 50% of eligible charges for the following services

Orthodontics

- Comprehensive orthodontic treatment
- Post treatment stabilization
- Interceptive orthodontic treatment
- Limited orthodontic treatment

Eligible Charges

A charge is eligible under the DMO® Plan if **all** of these conditions are met:

- Services are performed by your participating DMO® Dentist; by a Participating Specialist Dentist for a dental condition requiring specialized care if the care is not available from the person’s Primary Care Dentist and if the Primary Care Dentist has referred the covered person to the Participating Specialist Dentist, and provided Aetna approves coverage for the treatment; or by a Participating Specialist Dentist for orthodontic treatment;
- It is for a dental service furnished to you or your eligible dependent;
- The dental service is described in the “List of Dental Services – DMO® Plan;”

- The person receiving treatment is covered by the DMO® Plan when the charge is incurred. A charge is considered incurred on the date the service is furnished;
- The service is not excluded under the Program, see “Exclusions” on page 10; and
- If, while enrolled in the DMO® Plan, you incur dental charges with a non-participating dentist for other than emergency dental care, a limited benefit may apply depending on the state in which you live. For specific information about non-participating benefits and whether they apply to you, call the toll-free DMO® Member Hotline at **(800) 843-3661**.

Emergency Dental Care under the DMO® Plan

DMO® Plan participating dentists will arrange for treatment of your dental emergencies at the DMO® Plan level of benefits. But, if the emergency occurs more than 50 miles from home, you have limited coverage for certain treatment by a non-participating dentist. (*Subject to state requirements. Out-of-area emergency dental care may be reviewed by Aetna.*) The services must be needed to relieve pain or prevent the worsening of a condition that would be caused by delay of treatment. Due to state variations, out-of-area emergency care reimbursement may vary. Covered persons should contact the DMO® Member Hotline toll-free at **(800) 843-3661** and speak with a Member Service Representative for specific information on emergency treatment.

Extension of Benefits

The protection of a person receiving treatment under the DMO® Plan will be extended for certain charges incurred in the 30 days after the date the person ceases to be a covered person. These are charges to complete a dental service begun while the person was covered by the DMO® Plan. They include, but are not limited to: 1) an appliance, or modification of an appliance, for which an impression was taken while the person was covered; and 2) a crown, bridge, or gold restoration for which the tooth was prepared while the person was covered.

If you or your dependent are totally disabled (*see “Definitions and Terms You Should Know” on page 22*) when your DMO® coverage ceases, benefits will be available for the individual while they continue to be totally disabled for up to 12 months. The benefits will be available only if expenses are for covered services and supplies which have been rendered and received including those delivered and installed prior to the end of that 12-month period. Dental benefits will cease when the person becomes covered under any group plan with like benefits.

Substitute Procedures

Many dental conditions can be properly treated in more than one way. The DMO® Plan is designed to help pay dental expenses, but not on the basis of treatment that is more expensive than necessary for good dental care. Thus, if a condition is being treated for which two or more services included in the applicable “*List of Dental Services – DMO® Plan*” are suitable under customary dental practices, the benefit payment will be based on the listed services that, according to a determination made by Aetna for the DMO® Plan, would produce a professionally satisfactory result.

If a dental service is performed that is not on the list, but the list contains one or more other services that under customary dental practices are suitable for the condition being treated, then for the purpose of the plan, the listed service that Aetna determines would produce a professionally satisfactory result will be considered to have been performed.

Special Provisions for Orthodontic Treatments

Coverage for orthodontic treatment is limited to those services and supplies listed on the “*List of Dental Services – DMO® Plan*” *Orthodontic Services* (see page 8).

Aetna has arranged for Participating Specialist Dentists to furnish the Orthodontic Procedures.

Comprehensive orthodontic treatment is limited to a lifetime maximum of:

- One full course of active, usual and customary orthodontic treatment, plus post-treatment retention.

Coverage for services and supplies is **not provided** for any of the following:

- Replacement of broken appliances;
- Re-treatment of orthodontic cases;
- Changes in treatment necessitated by an accident;
- Maxillofacial surgery;
- Myofunctional therapy;
- Treatment of cleft palate;
- Treatment of micrognathia;
- Treatment of macroglossia;
- Treatment of primary dentition;
- Treatment of transitional dentition; or
- Lingually placed direct bonded appliances and arch wires (i.e., “invisible braces”).

If a covered person obtains orthodontic treatment under the Comprehensive orthodontic treatment coverage, the following limitations on coverage will apply:

- A full course of comprehensive orthodontic treatment received under the Comprehensive orthodontic treatment coverage would apply toward the lifetime maximum for comprehensive orthodontic treatment under the Plan.

Coverage is not provided for any charges for an orthodontic procedure if an active appliance for that orthodontic procedure has been installed before the first day on which the person became a covered person for the benefits.

Exclusions

The DMO® Plan does not cover charges for the following:

- Services which are not necessary or not customarily performed for dental care;
- Services and supplies listed as *not provided for* under the “Special Provisions for Orthodontic Treatments” (see page 9);
- Anything not furnished by a dentist, except x-rays ordered by a dentist and services by a licensed dental hygienist under the dentist’s supervision;
- An appliance, or modification of an appliance, or service where an impression was made before the patient was covered; a crown, bridge or restoration for which the tooth was prepared before the patient was covered or root canal therapy if the pulp chamber was opened before the patient was covered;
- Services for the treatment of problems of the jaw joint, including a) temporomandibular joint syndrome; b) craniomandibular disorders; or c) other conditions of the joint linking the jaw bone and skull, and of the complex muscles, nerves and other tissues related to that joint;
- Dental implant services (i.e., surgical placement of implant body, endosteal implant, etc.);
- A restoration or crown, unless a) it is treatment for decay or traumatic injury and teeth that cannot be restored with a filling material; or b) the tooth is an abutment to a covered partial denture or fixed bridge;
- A crown, restoration, denture or fixed bridge (or addition of teeth to one) if the work involves a replacement or modification of a crown, restoration, denture or bridge installed less than five years before;
- A denture, removable or fixed bridge involving replacement of teeth missing before the individual was covered, unless it also replaces a tooth that is extracted while covered and such tooth was not an abutment for a denture, removable bridge or fixed bridge installed during the preceding five years;

- A charge for a service to the extent that a benefit for that charge is provided under any other program paid for in full or in part, directly or indirectly, by the Employer. This includes insured and uninsured programs. If a program provides benefits in the form of services, the cash value of each service rendered is considered the benefit provided for that charge;
- Services for cosmetic purposes except to the extent needed to repair an injury. Facings on molar crowns and pontics are always considered cosmetic;
- Replacement of lost, missing or stolen appliances or replacement of appliances that have been damaged due to abuse, misuse or neglect;
- Appliances, restorations, and procedures to alter vertical dimensions or restore occlusion, or for the purpose of splinting or correcting attrition or abrasion;
- Services due to a) an injury arising out of, or in the course of, any employment for wage or profit, or b) disease covered, with respect to such employment, by any workers' compensation law, occupational disease law, or similar legislation;
- Broken appointments;
- Charges for or in connection with services, procedures, drugs, or other supplies that are determined by Aetna to be experimental or still under investigation by health professionals;
- Space maintainers, except when needed to preserve space resulting from the premature loss of deciduous teeth and;
- Any portion of a charge for a service in excess of the usual and prevailing charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

Plan exclusions will not apply to the extent that coverage of the charge is required under any law that applies to the coverage.

SECTION 3 – Alternate Dental Plan Benefits

Overview

The Alternate Dental Plan is a fee-for-service plan that SAMBA self-insures. SAMBA has contracted with Aetna to manage the Plan's benefits.

Under the Alternate Dental Plan you have your choice of dentists, including any of the providers participating in the **Aetna Dental PPO Network**. The Aetna Dental PPO is a network of licensed dentists who have agreed to provide dental care to covered individuals at discounted fees. In-Network benefits will apply when you use a PPO provider. For more information regarding the Aetna Dental PPO feature or to locate a participating provider call **(800) 445-2283** or visit **www.SambaPlans.com**.

The Alternate Dental Plan deductibles, waiting periods, maximums, services, and the benefit percentages of eligible charges covered are shown in the "List of Dental Services – Alternate Dental Plan" (see below).

List of Dental Services – Alternate Dental Plan

Important things to know about the Alternate Dental Plan benefits:

- The Plan includes a calendar year deductible that must be satisfied before the Plan will pay on any non-preventive services. The calendar year deductible is \$50 per person, \$150 per family.
- Maximums under the Plan include: A \$2,000 calendar year maximum per person that applies to Preventive, Basic and Major Services and a \$1,500 lifetime maximum per person for Orthodontic Services.
- Orthodontic services under the Plan have a 12-month waiting period (see "waiting period" definition on page 24).
- The below list illustrates services covered, the percentage the Plan will pay for eligible charges and when the calendar year deductible applies. The list is divided into **Preventive Services, Basic Services, Major Services, and Orthodontic Services**.

Preventive Services

- **No deductible**
- **In-Network: Plan pays 100% of eligible charges**
- **Out-of-Network: Plan pays 70% of eligible charges**

Visits, Exams, X-rays and Pathology

- Periodic exam (limited to 2 per calendar year)
- Comprehensive oral exam (limited to 2 per calendar year)
- Full mouth x-ray (limited to 1 every three calendar years)
- Bitewings (limited to 2 sets per calendar year)
- Panoramic x-ray (considered an entire denture series)
- Adult prophylaxis (age 14 and over, limited to 2 treatments per calendar year)
- Child prophylaxis (up to age 14, limited to 2 treatments per calendar year)
- Topical application of fluoride (limited to 1 treatment per calendar year to children under age 18)
- Periodontal maintenance (limited to 4 treatments per calendar year)

Basic Services

- Calendar year deductible applies
- In-Network: Plan pays 75% of eligible charges
- Out-of-Network: Plan pays 60% of eligible charges

Visits, Exams, X-rays and Pathology

- Intra-oral x-ray
- Occlusal x-ray
- Extra-oral x-ray – single film
- Extra-oral x-ray – each additional film
- Facial x-ray
- Diagnostic casts
- Microscopic exam
- Palliative (emergency) treatment of dental pain, minor procedures
- Consultation by a specialist
- House call
- Office visit, during regularly scheduled office hours (no operative services performed)
- Office visit, after regularly scheduled office hours

Space Maintainers *(Includes all adjustments within 6 months after installation)*

- Fixed – unilateral type
- Fixed – bilateral type
- Removable – unilateral type
- Removable – bilateral type
- Recementation of space maintainer
- Appliance for minor treatment to control harmful habits (fixed or removable)

Amalgam Restorations *(Excludes inlays, crowns (other than stainless steel) and bridges. Multiple restorations in one surface will be considered as a single restoration.)*

- Amalgam – deciduous (one or more surfaces)
- Amalgam – permanent (one or more surfaces)
- Pin retention – per tooth

Synthetic Restorations *(Excludes inlays, crowns (other than stainless steel) and bridges. Multiple restorations in one surface will be considered as a single restoration.)*

- Silicate cement (per restoration)
- Composite resin one – three surfaces
- Pin retention – per tooth
- Composite resin involving incisal angle

Crown Restorations

- Stainless steel (when teeth cannot be restored with a filling material)
- Recement inlays
- Recement crowns
- Fillings (sedative)

Endodontics

- Root canal therapy (devitalized teeth only, including x-rays and cultures but excluding final restoration) – single rooted, bi-rooted, or tri-rooted
- Apicoectomy
- Pulp cap – direct (excluding final restoration)
- Pulp cap – indirect (excluding final restoration)
- Retrograde filling
- Rubber dam isolation

Periodontics

- Subgingival curettage or root planing and scaling, per quadrant (not prophylaxis), limited to four quadrants per calendar year
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy (treatment per tooth – fewer than five teeth)
- Osseous surgery (including post-surgical visits)
- Occlusal adjustment (limited) – related to periodontal surgery
- Occlusal adjustment (complete) – related to periodontal surgery
- Special period device – related to bruxism
- Crown lengthening
- Guided tissue regeneration
- Chemotherapy agent

Repairs to Dentures

- Repair broken complete or partial denture
- Adding tooth to partial denture to replace extracted tooth
- Replace additional teeth

Other Prosthetic Services

- Recement bridge

Oral Surgery

- Simple extractions
- Surgical removal of erupted teeth
- Removal of impacted teeth
- Alveolectomy (edentulous) per quadrant
- Alveolectomy (in addition to removal of teeth) per quadrant
- Alveoplasty with ridge extension, per arch
- Removal of exostosis
- Excision of hyperplastic tissue, per arch
- Incision and drainage of abscesses
- Removal of odontogenic cyst or tumor
- Sialolithotomy – removal of salivary calculus
- Tooth transplantation
- Frenectomy

Anesthetics

- General anesthesia and intravenous sedation, only when provided in conjunction with a surgical procedure.
- Local anesthesia not in conjunction with a surgical procedure.
- Analgesia (includes nitrous oxide)

Major Services

- **Calendar year deductible applies**
- **In-Network: Plan pays 50% of eligible charges**
- **Out-of-Network: Plan pays 50% of eligible charges**

Inlay Restorations

- Inlay – one surface
- Inlay – two surfaces
- Inlay – three surfaces
- Onlay per tooth

Crown Restorations

- Plastic (acrylic)
- Plastic with gold
- Plastic with nonprecious metal
- Plastic with semiprecious metal
- Porcelain
- Porcelain with gold
- Porcelain with nonprecious metal
- Porcelain with semiprecious metal
- Gold (full cast)
- Nonprecious metal (full cast)
- Semi-precious metal (full cast)
- Gold (3/4 cast)
- Cast post and core in addition to crown
- Steel post and composite or amalgam in addition to crown
- Crown buildups – including pins
- Labial veneer

Complete Dentures *(Allowance includes 6 months post delivery care. Specialized techniques are not covered.)*

- Complete upper denture
- Complete lower denture
- Immediate upper denture
- Immediate lower denture

Partial Dentures (Allowance includes up to and including 10 units, teeth or clasps, and 6 months post delivery care.)

- Upper or lower - with bar and two clasps, acrylic or cast base
- Removable unilateral partial denture – one piece casting, gold or chrome, clasp attachments, per unit including pontics
- Each additional clasp with rest
- Each additional tooth
- Denture adjustment

Denture Rebasing and Relining

- Rebasing of upper or lower denture, partial or complete
- Relining denture (office reline)
- Laboratory reline denture

Other Prosthetic Services

- Stress breaker
- Denture, partial or stay plate
- Tissue conditioning

Bridge Pontics

- Cast gold
- Cast nonprecious metal
- Cast semiprecious metal
- Porcelain fused to gold
- Porcelain fused to nonprecious metal
- Porcelain fused to semiprecious metal
- Plastic processed to gold
- Plastic processed to nonprecious metal
- Plastic processed to semiprecious metal

Abutment Inlays

- Inlay – 2 surfaces
- Inlay – 3 or more surfaces
- Cast metal retainer

Abutment Crowns

- Plastic processed to gold
- Plastic processed to nonprecious metal
- Plastic processed to semiprecious metal
- Porcelain fused to gold
- Porcelain fused to nonprecious metal
- Porcelain fused to semiprecious metal
- Gold (3/4 cast)
- Gold (full cast)
- Nonprecious metal (full cast)
- Semi-precious metal (full cast)

Orthodontic Services

- **\$1,500 lifetime maximum per person**
- **No deductible**
- **In-Network: Plan pays 50% of eligible charges**
- **Out-of-Network: Plan pays 50% of eligible charges**
- **12-month waiting period (see pages 18 and 24)**

Orthodontics

- Comprehensive orthodontic treatment
- Post treatment stabilization
- Interceptive orthodontic treatment
- Limited orthodontic treatment

Eligible Charges

An “eligible charge” under the Alternate Dental Plan is a charge made by the dentist for treatment furnished to you or your eligible dependents, provided the service:

- Is in the “List of Dental Services – Alternate Dental Plan”
- Is part of an approved “Treatment Plan” which is described below
- Is not excluded under the Program, see “Exclusions” under the Alternate Dental Plan” on page 19.

An expense will be considered an incurred eligible charge:

- For an appliance or modification of an appliance – on the date the impression is taken.
- For a crown, bridge or gold restoration – on the date the tooth is prepared.
- For root canal therapy – on the date the pulp chamber is opened.
- For all other services – on the date the service is received.

Annual and Lifetime Maximum

Annual Maximum – Under the Alternate Dental Plan, you and your eligible dependents are each covered for up to \$2,000 of payable benefits for incurred eligible charges listed under Preventive Services, Basic Services and Major Services (combined) per calendar year.

Lifetime Maximum – Under the Alternate Dental Plan, payable benefits for Orthodontic Services are limited to a lifetime maximum of \$1,500 per person.

Predetermination of Benefits (“Treatment Plan”)

You and your eligible dependents may have benefits under the Alternate Dental Plan predetermined. “Predetermination of Benefits” is a process that allows an individual and their dentist to know in advance what estimated benefits would be payable under this coverage for a proposed course of treatment (“Treatment Plan”).

Under Predetermination of Benefits, the dentist completes an Aetna claim form and sends it to Aetna (see “When You Have a Claim,” on page 21) before any dental services are performed. The form will be reviewed by Aetna and returned to the dentist showing estimated benefits.

Aetna may request supporting preoperative x-rays or other diagnostic records in connection with predetermination of benefits. In computing the estimated benefits, Aetna may consider alternate dental services that are suitable for care of a specific condition. This will be done only if those alternate services would produce a professionally acceptable result as determined by Aetna.

Predetermination of Benefits is recommended under the Alternate Dental Plan if a proposed Treatment Plan is expected to involve charges of \$300 or more.

Extension of Benefits

The protection of a person receiving treatment under the Alternate Dental Plan will be extended for charges incurred in 30 days after the person ceases to be a covered person for Basic Services listed under the “List of Dental Services – Alternate Dental Plan,” provided benefits would have been paid had the coverage remained in effect.

Substitute Procedures

Many dental conditions can be properly treated in more than one way. The Alternate Dental Plan is designed to help pay dental expenses, but not on the basis of treatment that is more expensive than necessary for good dental care. Thus, if a condition is being treated for which two or more services included in the applicable “*List of Dental Services – Alternate Dental Plan*” are suitable under customary dental practices, the benefit payment will be based on the listed services that, according to a determination made by Aetna for the Alternate Dental Plan, would produce a professionally satisfactory result.

If a dental service is performed that is not on the list, but the list contains one or more other services that under customary dental practices are suitable for the condition being treated, then for the purpose of the plan, the listed service that Aetna determines would produce a professionally satisfactory result will be considered to have been performed.

Special Provisions for Orthodontic Treatments

Coverage for orthodontic treatment is limited to those services and supplies listed on the “List of Dental Services – Alternate Dental Plan” *Orthodontic Services* (see page 17).

A dentist’s charges for services and supplies for orthodontic treatment are included as Covered Dental Expenses. In addition to all other terms of the dental benefit:

- The benefit rate will be the Payment Percentage for orthodontic treatment.
- Benefits will not exceed the Orthodontic Maximum for all expenses incurred by a family member in his or her lifetime. (It applies even if there is a break in coverage.)

Coverage for services and supplies are **not provided** for any of the following:

- Replacement of broken appliances;
- Re-treatment of orthodontic cases;
- Changes in treatment necessitated by an accident;
- Maxillofacial surgery;
- Myofunctional therapy;
- Treatment of cleft palate;
- Treatment of micrognathia;
- Treatment of macroglossia;
- Treatment of primary dentition;
- Treatment of transitional dentition; or
- Lingually placed direct bonded appliances and arch wires (i.e., “invisible braces”).

Coverage is not provided for any charges for an orthodontic procedure if an active appliance for that orthodontic procedure has been installed before the first day on which the person became eligible for orthodontic benefits under the Plan (i.e., must be enrolled in the Plan for a 12-month period (see definition of “waiting period” on page 24).

Exclusions

The Alternate Dental Plan does not cover charges for the following:

- Services which are not necessary or not customarily performed for dental care;
- Services and supplies listed as *not provided for* under the “Special Provisions for Orthodontic Treatments” (see page 18);
- Anything not furnished by a dentist, except x-rays ordered by a dentist and services by a licensed dental hygienist under the dentist’s supervision;
- An appliance, or modification of an appliance, or service where an impression was made before the patient was covered; a crown, bridge or restoration for which the tooth was prepared before the patient was covered or root canal therapy if the pulp chamber was opened before the patient was covered;
- Services for the treatment of problems of the jaw joint, including a) temporomandibular joint syndrome; b) craniomandibular disorders; or c) other conditions of the joint linking the jaw bone and skull, and of the complex muscles, nerves and other tissues related to that joint;
- Dental implant services (i.e., surgical placement of implant body, endosteal implant, etc.);
- A restoration or crown, unless a) it is treatment for decay or traumatic injury and teeth that cannot be restored with a filling material; or b) the tooth is an abutment to a covered partial denture or fixed bridge;
- A crown, restoration, denture or fixed bridge (or addition of teeth to one) if the work involves a replacement or modification of a crown, restoration, denture or bridge installed less than five years before;
- A denture, removable or fixed bridge involving replacement of teeth missing before the individual was covered, unless it also replaces a tooth that is extracted while covered and such tooth was not an abutment for a denture, removable bridge or fixed bridge installed during the preceding five years;
- Services for cosmetic purposes except to the extent needed to repair an injury. Facings on molar crowns and pontics are always considered cosmetic;
- Replacement of lost, missing or stolen appliances or replacement of appliances that have been damaged due to abuse, misuse or neglect;
- Appliances, restorations, and procedures to alter vertical dimensions or restore occlusion, or for the purpose of splinting or correcting attrition or abrasion;
- Broken appointments;
- Completion of claim forms or filing of claims;
- Oral hygiene instruction;
- Charges for or in connection with services, procedures, drugs, or other supplies that are determined by Aetna to be experimental or still under investigation by health professionals;
- Space maintainers, except when needed to preserve space resulting from the premature loss of deciduous teeth;
- Sealants under the Alternate Dental Plan; and
- Any portion of a charge for a service in excess of the usual and prevailing charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

Plan exclusions will not apply to the extent that coverage of the charge is required under any law that applies to the coverage.

SECTION 4 – Vision Care Benefits

Overview

SAMBA automatically provides Vision Care benefits to all eligible members and their eligible dependents who are enrolled in either of the Dental Plan options available under the SAMBA Dental and Vision Care Program (*i.e.*, DMO® or Alternate Dental Plan).

Under the Program you may select a vision care provider of your choice. Plus — through our association with Aetna, you have access to the Vision One Discount Program*. The Vision One Discount Program may help you and your family save on eyeglasses, contact lenses, many eye care products and accessories, and up to a 25% discount on LASIK eye surgery. Choose from a wide selection of optical centers nationwide, including participating Sears Optical®, Lenscrafters®, Target Optical®, Pearle Vision® locations and others, as well as independent optometrist and ophthalmologist offices. It's simple to find a Vision One provider near you; just log on to www.SambaPlans.com or call Vision One Customer Service at **800-793-8616** to find a participating provider near you.

**Vision One is a discount-only program. It is offered as an addition to any vision care benefits you may have under this Program.*

List of Vision Care Services

The list below illustrates services covered, percentage the Program will pay for eligible charges and the Program's maximum benefit allowance for vision care services.

Vision Care Benefits – DMO® and Alternate Dental Plan Options

**The Program covers 100% of eligible charges for the following services
(you pay all charges above program limits)**

Vision Care

- Routine Eye Examination (for eyeglasses or contact lenses) — limited to a Maximum Benefit payment of **\$30***
- Eye Dilation — limited to a Maximum Benefit payment of **\$8***
- Combination of: Ophthalmic Lenses, Frames or Contact Lenses — limited to **\$100***

***All Maximum Benefit amounts available through the Program are limited to eligible charges for services received in a calendar year; January 1 through December 31.**

Eligible Charges

An “eligible charge” is a charge made for an eye examination and/or eye dilation provided by a licensed Doctor of Ophthalmology and Optometry and eyeglass lenses and/or frames or contact lenses prescribed by a Doctor.

Exclusions

The following is not covered under the Program's Vision Care Benefits:

- Services and supplies not included in the “List of Vision Care Services” above;
- Services and supplies: a) in connection with special procedures such as orthoptics, vision training, subnormal vision aids and tonography; or b) in connection with medical or surgical diagnosis or treatment of the eye;
- A service or supply that is not needed for the vision care of a covered person;
- Charges for services and supplies for a work-related sickness or injury;
- Charges for services furnished by governmental plans; and
- Any service or supply not furnished or prescribed by a doctor.

SECTION 5 – General Information

When You Have a Claim

Claims should be filed promptly. Claims should be made within 90 days after obtaining the service or as soon thereafter as reasonably possible. Failure to file on a timely basis may invalidate your claim because the Dental Plans and Program will not pay benefits for claims submitted more than two years from the date the expense is incurred (except where the member is legally incapable).

Complete the appropriate claim form (*i.e.*, dental or vision). **See below for how to obtain claim forms and where claim forms should be sent.**

DMO® Plan

Under the DMO® Plan you generally will not have to submit a claim form for dental services. **In the event of emergency dental care**, call the toll-free DMO® Member Hotline at **(800) 843-3661** to obtain instructions for filing your claim.

Alternate Dental Plan

Completed "Dental Benefits Request" claim forms and pretreatment estimates should be sent directly to Aetna Dental™ for processing, mail to:

Aetna Dental
Group Dental Claim Division
P.O. Box 14094
Lexington, KY 40512-4094

To obtain a "Dental Benefits Request" form you may contact Aetna toll free at **(800) 445-2283**, print the form from the SAMBA website at **www.SambaPlans.com**, or call SAMBA at **(800) 638-6589** or **(301) 984-1440**.

Vision Care Benefits

Completed Vision Care Claim Forms should be sent directly to the SAMBA office for processing. Mail to:

SAMBA
Vision Care Benefits Division
11301 Old Georgetown Road
Rockville, MD 20852-2800

or fax to SAMBA at: (301) 816-0191

To obtain a "Vision Care Benefit" claim form you may contact SAMBA toll-free at **(800) 638-6589** or **(301) 984-1440**. Forms can also be printed from our website at **www.SambaPlans.com**.

Claim Appeal Procedures

If you want to appeal a denied claim, you or an authorized representative must send a written appeal to the Plan no later than 180 days after the date you received the notice of denial. The request must explain the reasons why you believe the Plan's initial decision was incorrect and attach all documents which you think will help the Plan decide your appeal. Dental Claim Appeals should be mailed to: Aetna, P. O. Box 14080, Lexington KY 40512-4094, Attn: Appeals Coordinator. Vision claim appeals should be mailed to: SAMBA, 11301 Old Georgetown Road, Rockville, MD 20852-2800.

The Plan generally will decide your appeal within 60 days following its receipt, unless the Plan Administrator determines that special circumstances (such as the need to hold a hearing, if the Plan's procedures provide for a hearing) require an extension of time for processing the claim. If

the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. Upon making a decision, the Plan Administrator will send you a written decision which will explain the reasons for its decision and will refer to those provisions of the Plan on which it is based.

To help prepare the appeal, the claimant may arrange with the Plan for an opportunity to review and copy, free of charge, all relevant materials and Plan documents under the Plan's control relating to the claim, including those that involve any expert review(s) of the claim. If a written request for a review is not filed within the required 180-day period, the claimant will lose the right to a review of the denial of the claim and the Plan's initial decision will become final, binding, and conclusive.

On all timely submitted appeals, the Plan will:

- Provide a claimant the opportunity to appeal an adverse benefit determination for a full and fair review which does not afford deference to the initial adverse benefit determination;
- Provide for a review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
- Provide that when an adverse benefit determination is based, in whole or in part, on a medical judgment (i.e. medical necessity, experimental/investigational), the fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Definitions and Terms You Should Know

Abutment: Tooth or root that retains or supports a bridge or a fixed or removable prosthesis.

Anesthesia:

Local – The condition produced by the administration of specific agents to achieve the loss of conscious pain response in a specific location or area of the body.

General – The condition produced by the administration of specific agents to render the patient completely unconscious and completely without conscious pain response.

Anesthetic: A drug that produces loss of feeling or sensation either generally or locally.

Appliance: A device used to provide function or therapeutic (healing) effect.

Fixed – One that is cemented to the teeth or attached by adhesive materials.

Prosthetic – Used to provide replacement for a missing tooth.

Bitewing: Dental x-ray showing approximately the coronal (crown) halves of the upper and lower teeth.

Bridgework:

Fixed – Artificial teeth (pontics) retained with crowns or inlays cemented to the natural teeth, which are used as abutments.

Removable – A partial denture retained by attachments which permit removal of the denture. Normally held by clasps.

Calendar Year: January 1 through December 31 of the same year. For new enrollees, the calendar year begins on the effective date of their enrollment and ends on December 31 of the same year..

Crown: The portion of a tooth covered by enamel.

Dental Hygienist: A person who has been trained and licensed by the state to perform dental cleaning under the direction of a licensed dentist to remove calcareous deposits and stains from the surfaces of the teeth, and in providing additional services and information on the prevention of oral disease.

Dentist: A person who is either: a) a licensed dentist acting within the scope of the license; or b) any other doctor furnishing dental services that the doctor is licensed to perform.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Emergency Care: Dental services for palliative treatment furnished to a covered person by a dentist (other than your Primary Care Dentist or a Specialty Dentist) more than 50 miles from the covered person's home address. *The services must be needed to relieve pain or to prevent worsening of a condition that would be caused by delay.*

Fluoride: A solution of fluorine that is applied topically to the teeth for the purpose of preventing dental decay.

Impression: A negative reproduction of a given area. Example: in bridgework, an impression of a tooth (abutment) which has been prepared for an inlay or crown.

Inlay: A restoration made to fit a prepared tooth cavity and then centered into place.

Ophthalmologist: A doctor who specializes in the diagnosis and medical and surgical treatment of diseases and defects of the eye and related structures.

Optician: A person whose services include the preparation or ordering of ophthalmic lenses based on a prescription and the furnishing of eyeglass frames and who is legally qualified to perform such services in the jurisdiction in which the services are rendered.

Optometrist: A person trained and licensed to examine and test the eyes and treat visual defects by prescribing and adapting corrective lenses and other optical aids and by establishing programs of visual training.

Onlay: An occlusal rest or restoration that is extended to cover the entire surface of the tooth.

Partial Denture: A prosthesis that replaces one or more, but less than, all of the teeth and associated structures and that is supported by the teeth and/or the gums; may be removable or fixed, one side or two sides.

Periapical: Enclosing or surrounding the tissues and bony sockets of the teeth.

Primary Care Dentist: (Under the DMO®) A dentist who has agreed with Aetna to participate in the DMO® Network and to furnish dental services to covered persons. Also, a substitute dentist arranged for by a Primary Care Dentist. A Primary Care Dentist will furnish Basic Services and some Specialty Services shown in the "List of Dental Services – DMO Plan."

Pontic: The part of a fixed bridge which replaces a missing tooth or teeth.

Prophylaxis: The removal of tartar and stains from the teeth. The cleaning of the teeth by a dentist or a dental hygienist.

Prosthesis: An artificial replacement of one or more natural teeth and/or associated structures.

Restoration: A broad term applied to any inlay, crown, bridge, partial denture, or complete denture that restores or replaces loss of tooth structure, teeth, or oral tissue. The term applies to the end result of repairing and restoring or reforming the shape, form, and function of part or all of a tooth or teeth.

Root Canal Therapy: (Endodontic Therapy) Treatment of a tooth having a damaged pulp. Usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with sealing material.

Scale: To remove calculus (tartar) and stains from teeth with special instruments.

Specialty Dentist: A dentist with a special practice who has agreed to furnish to covered persons some of the dental services which are Specialty Services in the "List of Dental Services – DMO® Plan" which applies to the DMO® Plan, **when prescribed by a Primary Care Dentist.**

Topical: Painting the surface of teeth as in fluoride treatment or application of a cream-like anesthetic formula to the surface of the gum.

Totally Disabled: Under the DMO® Plan, "totally disabled" means that due to injury or illness: 1) you are not able to engage in your customary occupation and are not working for pay or profit; and 2) your dependent is not able to engage in most of the normal activities of a person of like age and gender in good health.

Usual and Prevailing: A charge for a service that it is the prevailing (reasonable and customary) fee in the same area for dental care of a comparable nature. A charge that exceeds the prevailing fee for charges generally made in the area for dental care of comparable nature is above the reasonable and customary fee. The area and range are as determined by Aetna.

Waiting Period: Under the Alternate Dental Plan, "waiting period" means a covered individual must be enrolled for a consecutive 12-month period before coverage for orthodontic services begins. If an eligible dependent's effective date is later than your effective date of coverage, the waiting period for the eligible dependent begins on the effective date of coverage for the eligible dependent.

Your Rights Under ERISA

As a participant in the Plan you are entitled to certain rights and protections under Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at SAMBA's office, all Plan documents filed by SAMBA with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions. This examination may take place between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday, except holidays.
- Obtain copies of these Plan documents upon written request to SAMBA's Executive Director, who may request a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Board of Directors is required by law to furnish upon request, each participant with a copy of this summary annual report.

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 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 an employer, SAMBA, or any other person, may discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a

written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not 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. If the plan fiduciaries misuse the Plan's money, or if you are 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 are successful, the court may order the person you have 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.

If you have any questions about your Plan, you should contact SAMBA's office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Employee Benefits Security Administration, U.S. Department of Labor.

Plan Information

Name of Plan: SAMBA Group Plan (the Plan). All benefit programs that SAMBA sponsors for its membership, including, without limitation, this Dental and Vision Care Program, the SAMBA Health Benefits Plan, and all other insured and self-insured programs, constitute one employee welfare benefit plan within the meaning of ERISA, the federal law that governs this Plan.

Plan Sponsor: Special Agents Mutual Benefit Association (SAMBA) • 11301 Old Georgetown Road, Rockville, MD 20852 • (301) 984-1440 • (800) 638-6589

Employer ID Number: EIN #52-1074154

Plan Number: PN 501

Effective Date: The Dental and Vision Care Program described in this Summary Plan Description became effective at 12:01 a.m. on January 1, 2009.

Plan Administrator: The Plan is administered and maintained by SAMBA, at the address listed above (*see "Plan Sponsor"*). However, both Dental Plan options are managed by Aetna® Dental and the DMO® Dental Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). SAMBA self-insures the Alternate Dental Plan and the Program's Vision Care Benefits.

Type of Administration: The administration of the Dental and Vision Care Program is under the supervision of the Plan Administrator (SAMBA). The duty of the Plan Administrator is to see that the provisions of the Dental and Vision Care Program are carried out for the benefit of the persons entitled to participate without discrimination among participants.

Amendment or Termination of Plan: This Plan, including any program under the Plan, may be amended or terminated at any time by SAMBA. If the Plan is terminated, SAMBA may use plan assets to pay benefits outstanding as of the later of the date the termination is adopted or is effective, and Corporation expenses. Any remaining assets will be allocated by a Board of Directors' resolution that conforms with applicable law and does not adversely affect the Code Section 501(c)(9) qualified status of the Corporation. If the Plan is merged with another plan or plan assets are transferred to another plan, plan assets will be allocated according to the merger or acquisition agreement's terms.

Agent for Service of Legal Process: Corporation Guarantee & Trust Co., 1129 20th Street, N.W., Washington, D.C. 20036. Legal Process may also be served on the Executive Director at SAMBA, 11301 Old Georgetown Road, Rockville, MD 20852-2800.

Plan Year: All financial records of the Plan are kept on a fiscal year of January 1 through December 31.

Cost of Benefits and Plan Funding: Premiums for this Dental and Vision Care Program are paid by you, the Plan Participants. SAMBA self-insures a portion of this Program (see Plan Administrator above). Reserves and other funds for this Program are held by SAMBA in the SAMBA Group Insurance Plan Trust. PNC Bank of Baltimore, Maryland, serves as Trustee of the Trust.

Continuation of Coverage (COBRA)

This section is intended to provide you with specifics pertaining to COBRA and your rights related to COBRA Continuation of Coverage under the Dental and Vision Care Program.

Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provisions in 1986. The law amends the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code and the Public Health Service Act to provide continuation of group health coverage that otherwise might be terminated.

COBRA Continuation of Coverage is available to certain former employees, retirees, spouses, former spouses, and dependent children when coverage is lost as a result of certain qualifying events. Qualifying events are certain instances that would cause an individual to lose health coverage. The type of qualifying event will determine who are the qualified beneficiaries and the amount of time that a plan must offer health coverage under COBRA. Qualifying events are described as follows:

Qualifying Events for Employees:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying Events for Spouses:

- Voluntary or involuntary termination of the covered employee's employment for reasons other than gross misconduct
- Reduction in the number of hours worked by the covered employee
- Covered employee becomes entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee
- Loss of "dependent child" status under the Plan

Duration of Coverage: Coverage under COBRA may continue for up to 18 months for qualified employees, spouses and dependent children. When a spouse or dependent child obtains COBRA individually (such as a result of a divorce), COBRA may be continued for up to 36 months. Special rules for disabled individuals and certain family members may extend the maximum periods of coverage up to 11 months for that individual. In addition, certain dependents may have further rights to COBRA in the event that the employer files for bankruptcy under Chapter 11 of the Federal Bankruptcy Code.

Notice Procedures: Generally, your COBRA rights are described in this Summary Plan Description (SPD). Additionally, notice requirements are triggered for Plan Administrators and qualified beneficiaries when a qualifying event occurs. Plan Administrators, upon receiving notice of a qualifying event, must provide an election notice to a qualified beneficiary of their right to elect COBRA coverage. The notice must be provided in person or by first class mail within 14 days after the Plan Administrator receives notice that a qualifying event has occurred. If you have any questions concerning COBRA continuation, contact the SAMBA Group Plans Department.

NOTE: A qualified beneficiary must notify the Plan Administrator of a qualifying event within 60 days after divorce or legal separation or a child's ceasing to be covered as a dependent under Plan rules.

Election: Qualified beneficiaries will be given at least 60 days to elect continuation of coverage under COBRA. This period is measured from the later of the coverage loss date or the date the COBRA election notice is provided. COBRA coverage is retroactive if elected and paid for by the qualified beneficiary. Each qualified beneficiary may choose to independently elect COBRA coverage. If a qualified beneficiary waives COBRA coverage during the election period, he or she may revoke the waiver of coverage before the end of the election period. Then, the Program need only provide continuation of coverage beginning on the date the waiver is revoked.

Coverage: COBRA coverage begins on the date that health care coverage would otherwise have been lost by reason of a qualifying event and will cease at the end of the maximum period. *It may end earlier if:*

- Premiums are not paid on a timely basis.
- The employer ceases to maintain any group health plan.
- After the COBRA election, coverage is obtained with another employer group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary. However, if other group health coverage is obtained prior to the COBRA election, COBRA coverage may not be discontinued, even if the coverage continues.
- After the COBRA election, a beneficiary becomes entitled to Medicare benefits. However, if Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.

Paying for COBRA Coverage: Beneficiaries who elect coverage under COBRA may be required to pay the Plan up to 100 percent of the cost to the Plan for similarly situated individuals who have not incurred a qualifying event, including both the portion paid by employees and any portion paid by the employer, plus 2 percent for administrative costs.

Your Responsibilities: Under COBRA, the employee or a family member has the responsibility to inform SAMBA within 60 days of a divorce, legal separation, or the date on which a child loses dependent status under the Plan. Such notification must be in writing and should be mailed to SAMBA, Attention Group Plans Department. It is recommended that you send such notice by certified mail, return receipt requested, in order to preclude the possibility of a dispute over when SAMBA received notification of an eligible event. **Note:** *There will be no refund of premium if this requirement is not met.*

Additionally, you (or your spouse or dependent) are required to give notice to the Plan that you (or your spouse or dependent) have been determined to be disabled within 60 days after the determination is made by Social Security and within 30 days of the date of any final determination that you (or your spouse or dependent) are no longer disabled.

Notes



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