Curry College
EXTRATERRITORIAL LEGISLATION
EFFECTIVE DATE: June 1, 2021
ETALLD21A 3338816
This document printed in Morela 2021 takes the place of any documents proviously issued to you which
This document printed in March, 2021 takes the place of any documents previously issued to you which described your benefits.
Printed in U.S.A.

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# CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

#### **CERTIFICATE RIDER**

Policyholder: Curry College

Rider Eligibility: Each Employee as noted within this certificate rider

Policy No. or Nos.: 3338816 Effective Date: June 1, 2021

This rider forms a part of the certificate issued to you by Cigna describing the benefits provided under the policy(ies) specified above. This rider replaces any other issued to you previously.

### IMPORTANT INFORMATION

### For Residents of States other than the State of Massachusetts:

State-specific riders contain provisions that may add to or change your certificate provisions.

The provisions identified in your state-specific rider, attached, are ONLY applicable to Employees residing in that state. The state for which the rider is applicable is identified at the beginning of each state specific rider in the "Rider Eligibility" section.

Additionally, the provisions identified in each state-specific rider only apply to:

- (a) Benefit plans made available to you and/or your Dependents by your Employer;
- (b) Benefit plans for which you and/or your Dependents are eligible;
- (c) Benefit plans which you have elected for you and/or your Dependents;
- (d) Benefit plans which are currently effective for you and/or your Dependents.

Please refer to the Table of Contents for the state-specific rider that is applicable for your residence state.

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Anna Krishtul, Corporate Secretary

HC-ETRDR



# CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER – California Residents** 

Rider Eligibility: Each Employee who is located in California

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of California for group insurance plans covering insureds located in California. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCARDR

## **Definitions**

### **Dependent**

Dependents include:

· your Domestic Partner.

The term child means a child born to you or a child legally adopted by you from the date the child is placed in your physical custody prior to the finalization of the child's adoption. It also includes a stepchild who lives with you or your Domestic Partner's Dependent child.

HC-DFS198 07-14 V2-FT

# CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER – Connecticut Residents** 

Rider Eligibility: Each Employee who is located in Connecticut

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Connecticut group insurance plans covering insureds located in Connecticut. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCTRDR

# **Definitions**

### Dependent

The following provision does not apply, if included in the Dependent definition found in your dental certificate:

Anyone who is eligible as an Employee will not be considered as a Dependent.

# Federal rights may not be available to Civil Union partners or Dependents.

Connecticut law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union.

HC-DFS235 04-10

V2-ET1



# CIGNA HEALTH AND LIFE INSURANCE **COMPANY**, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER** – Maine Residents

Rider Eligibility: Each Employee who is located in Maine

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Maine group insurance plans covering insureds located in Maine. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMERDR

# **Covered Dental Expense**

Covered Dental Expense means that portion of a Dentist's or Independent Practice Dental Hygienist's charge that is payable for a service delivered to a covered person provided:

- the service is ordered or prescribed by a Dentist or Independent Practice Dental Hygienist;
- is essential for the Necessary care of teeth;
- the service is within the scope of coverage limitations;
- the deductible amount in The Schedule has been met;
- the maximum benefit in The Schedule has not been exceeded;
- the charge does not exceed the amount allowed under the Alternate Benefit Provision;
- for Class I, II or III the service is started and completed while coverage is in effect, except for services described in the "Benefits Extension" section.

### **Predetermination of Benefits**

Predetermination of Benefits is a voluntary review of a Dentist's or Independent Practice Dental Hygienist's proposed treatment plan and expected charges. It is not preauthorization of service and is not required.

The treatment plan should include supporting pre-operative xrays and other diagnostic materials as requested by Cigna's dental consultant. If there is a change in the treatment plan, a revised plan should be submitted.

Cigna will determine covered dental expenses for the proposed treatment plan. If there is no Predetermination of Benefits, Cigna will determine covered dental expenses when it receives a claim.

Review of proposed treatment is advised whenever extensive dental work is recommended when charges exceed \$200.

Predetermination of Benefits is not a guarantee of a set payment. Payment is based on the services that are actually delivered and the coverage in force at the time services are completed.

HC-DEN19 04-10

V1-ET

## **Definitions**

### **Independent Practice Dental Hygienist**

The term Independent Practice Dental Hygienist means a dental hygienist licensed to perform certain hygienist duties without supervision of a Dentist.

HC-DFS604 04-10

V1-ET

# CIGNA HEALTH AND LIFE INSURANCE **COMPANY**, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER** – New Hampshire Residents

Rider Eligibility: Each Employee who is located in New Hampshire

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New Hampshire group insurance plans covering insureds located in New Hampshire. These



provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNHRDR

# **Important Notices**

### **New Hampshire Patient Bill of Rights**

The following information is being provided to you pursuant to RSA 415:18-XIV. These statutes require any insurer issuing a group or individual policy to provide each new certificate holder or policy holder with the following information. When admitted to a Hospital or Sanitarium:

- You shall be treated with consideration, respect, and full recognition of your dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom you have contact.
- You shall be fully informed of your rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by you in writing. When you lack the capacity to make informed judgments the signing must be by the person legally responsible for you.
- You shall be fully informed in writing in language that you can understand, before or at the time of admission and as necessary during your stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.
- You shall be fully informed by a health care provider of your medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of your total care and medical treatment, to refuse treatment, and to be involved in experimental research upon your written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such

- provider acting in the course and scope of employment or agency related to or supportive of health care services.
- You shall be transferred or discharged after appropriate discharge planning only for medical reasons, for your welfare or that of other patients, if the facility ceases to operate, or for nonpayment for your stay, except as prohibited by Title XVIII or XIX of the Social Security Act. You will not be involuntarily discharged from a facility because you become eligible for Medicaid as a source of payment.
- You shall be encouraged and assisted throughout your stay to exercise the patient's rights as a patient and citizen. You may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
- You shall be permitted to manage your personal financial affairs. If you authorize the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with your rights under this subdivision and in conformance with state law and rules.
- You shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
- You shall be free from chemical and physical restraints
   except when they are authorized in writing by a physician
   for a specific and limited time necessary to protect you or
   others from injury. In an emergency, restraints may be
   authorized by the designated professional staff member in
   order to protect you or others from injury. The staff member
   must promptly report such action to the physician and
   document same in the medical records.
- You shall be ensured confidential treatment of all information contained in your personal and clinical record, including that stored in an automatic data bank, and your written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be your property. You shall be entitled to a copy of such records upon request. The charge for the copying of your medical records shall not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater; provided that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
- You shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by you, such services may be included in a plan of care and treatment.

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- You shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. You may send and receive unopened personal mail. You have the right to have regular access to the unmonitored use of a telephone.
- You shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
- You shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
- You shall be entitled to privacy for visits and, if married, to share a room with your spouse if you both are patients in the same facility and where you both consent, unless it is medically contraindicated and so documented by a physician. You have the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.
- You shall not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, or source of payment, nor shall any such care be denied on account of your sexual orientation.
- You shall be entitled to be treated by your physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.
- You shall be entitled to have your parents, if a minor, or spouse, or next of kin, or a personal representative, if an adult, visit the facility, without restriction, if you are considered terminally ill by the physician responsible for your care.
- You shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.
- You shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.

Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

HC-IMP116

04-10 V1-ET

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# **How To File Your Claim**

Payments will be made within 30 calendar days upon receipt of a clean non-electronic claim or 15 calendar days upon receipt of a clean electronic claim.

HC-CLM1

04-10 V15-ET

# **Payment of Benefits**

### To Whom Payable

Cigna may, at its option, make payment to you for the cost of any Covered Expenses from a provider even if benefits have been assigned. When benefits are paid to you or your Dependent (if covered), you or your Dependents are responsible for reimbursing the provider. Payments will be made within 30 calendar days upon receipt of a clean non-electronic claim or 15 calendar days upon receipt of a clean electronic claim.

HC-POB4

04-10 V4-ET

## **Termination of Insurance**

# Continuation of Coverage Under New Hampshire State Law

Any reference to "Dependent" includes your partner to a civil union.

### Continuation of Dental Insurance – Employee

If you have been employed and you or your Dependent's insurance would otherwise cease because of termination of employment, other than for gross misconduct, or carrier termination, your Dental insurance will be continued for up to 18 months upon payment of the required premium by you to your Employer. It will continue until the earliest of:

- 18 months from the date your work hours are reduced or your employment terminates;
- the last day of the period for which you have paid the required premium;
- the date you or your Dependent becomes entitled to Medicare:
- the date you and or your Dependent becomes eligible for insurance under another group policy for dental benefits;
- the date the policy is canceled;
- the date a Dependent ceases to qualify as a Dependent.



#### **Continuation of Dental Insurance — Disabled Individuals**

If you or your Dependent is disabled within 60 days of the date of termination of employment, you may continue health insurance for up to an additional 11 months beyond the 18 month period. To be eligible you or your Dependent must:

- be declared disabled under Title II or XVI by the Social Security Administration; and
- notify the plan administrator of the Social Security
   Administration's determination within 60 days following the determination and within the initial 18-month continuation period, and provide the plan administrator with a copy of the determination.

### **Continuation of Dental Insurance – Former Spouse**

A covered former spouse is entitled to continue coverage following a final decree of divorce or legal separation, until the earliest of the following:

- the date you are no longer insured under the group policy for any reason (including the date of your death);
- the three-year anniversary of the final decree of divorce or legal separation;
- the date your former spouse remarries;
- the date you remarry;
- the date the court decree no longer requires continued coverage.

If coverage for a former spouse ends under this continuation provision for any of the reasons described, he or she is eligible to obtain up to an additional 36 months of continuation under the provision.

# **Continuation of Dental Insurance — Dependent**

If you have been employed or insured and health insurance for your Dependents would otherwise cease because of: (1) your death; (2) your entitlement to Medicare; (3) divorce or legal separation; or (4) with respect to a Dependent child, failure to continue to qualify as a Dependent, Dental insurance may be continued upon payment of the required premium to the Employer. It will continue until the earliest of:

For a Dependent Child:

- 36 months from the date of (1), (2), (3) or (4) above or when coverage reduction or termination takes place within one year of the date the Employer files for protection under the bankruptcy provisions of Title 11 of the United States Code, whichever may occur first;
- the last day for which the required premium has been paid;
- the date the Dependent child ceases to be a Dependent child;
- the date the Dependent becomes entitled to Medicare;

- the date the Dependent becomes covered under another group health plan;
- the date the policy is canceled.

For a spouse who is under age 55:

- 36 months from the date of (1), (2), (3) or (4) above, or when coverage reduction or termination takes place within one year of the date the Employer files for protection under the bankruptcy provisions of Title 11 of the United States Code, whichever may occur first;
- the last day for which the required premium has been paid:
- the date the Dependent becomes entitled to Medicare;
- the date the Dependent becomes covered under another group dental health plan;
- the date the policy is canceled.

For a spouse who is age 55 or over:

- the date you or your former spouse remarries, upon which coverage will continue as required under federal law;
- the date your former spouse becomes eligible for coverage under another group health plan;
- the date your former spouse becomes eligible for Medicare;
- the last day for which the required premium has been paid;
- the date the policy is canceled.

### **Notification and Election**

Cigna will notify you (or in the case of divorce or legal separation, your former spouse) of the right to continue coverage within 30 days after receiving notice regarding loss of coverage. You and your Dependents (or in the case of divorce or legal separation, your former spouse) must submit an application and first premium payment no later than 45 days after notice of the right to continue coverage was sent.

### **Continuation of Dental Insurance**

If group dental coverage for you or your Dependents is canceled for any reason, coverage may be continued from the date of cancellation until the earliest of the following:

- 39 weeks from the date group coverage is canceled;
- the date the person fails to make a timely premium payment;
- the date the person becomes eligible for benefits under another group plan or under Medicare; or
- the date your Dependent ceases to qualify as a Dependent under the provisions of the plan.

### **Notification and Election**

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If the group plan terminates because of nonpayment of group premium, Cigna will notify you of your right to continue coverage within 30 days after the termination date.



Termination of the group plan for nonpayment of premium will not occur before the expiration of any required grace period for premium payment.

You and/or your Dependents shall provide written notice of election together with the required premium within 31 days of the date of the notice.

If coverage for you and your Dependents ends because Cigna does not provide required notice of continuation, Cigna will be liable for any benefits payable during the lapse in coverage.

### **Interaction with Other Continuation**

If coverage for you or your Dependents is being continued as provided under federal law, and the group plan is canceled before the continuation period expires, the person will be eligible for continued coverage as described above.

#### Conversion

Upon cancellation of the group plan, you or your Dependents may elect to continue coverage as described above or may be eligible to convert coverage. CDH or Cigna, as the case may be, or the Policyholder will give the Employee, on request, further details of the Converted Policy. If extended coverage is elected, converted coverage may be elected when extended coverage ends.

HC-TRM89 04-10 V1-ET

### **Definitions**

### **Dependent**

Dependents include:

• your lawful spouse; (including a partner to a civil union).

HC-DFS298 04-10 V1-ET CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER** – New Jersey Residents

Rider Eligibility: Each Employee who is located in New Jersey

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New Jersey group insurance plans covering insureds located in New Jersey. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNJRDR

# **Important Notice**

Your health plan provides that you will not be held financially liable for payments to health care providers for any sums, other than required copayments, coinsurance or deductibles, owed for covered expenses, if Cigna fails to pay for the covered expenses for any reason.

Subsequent changes in your coverage shall be evidenced in a separate benefit rider issued to you or your dependent(s).

HC-IMP46 04/10

V1-ET

# **Definitions**

### Dependent

Dependents include:

• your lawful spouse, including civil union partners.

The term child includes any child acquired through a civil union.



The rights of married persons under federal law may not be available to parties to a civil union.

HC-DFS311 04-10 V1-ET The provisions set forth in this rider comply with the legal requirements of Ohio group insurance plans covering insureds located in Ohio. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETOHRDR

### Medically Necessary and/or Dentally Necessary

Services provided by a Dentist or Physician as determined by Cigna are Medically/Dentally Necessary if they are:

- required for the diagnosis and/or treatment of the particular dental condition or disease; and
- consistent with the symptom or diagnosis and treatment of the dental condition or disease; and
- commonly and usually noted throughout the medical/dental field as proper to treat the diagnosed dental condition or disease; and
- the most fitting level or service which can safely be given to you or your Dependent.

A diagnosis, treatment and service with respect to a dental condition or disease, is not Medically/Dentally Necessary if made, prescribed or delivered solely for convenience of the patient or provider.

HC-DFS132 04-10 V1-ET

# CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

### **CERTIFICATE RIDER** – Ohio Residents

Rider Eligibility: Each Employee who is located in Ohio

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

## **Definitions**

### Dependent

The term child means a child born to you or a child legally adopted by you, including that child from the first day of placement in your home, regardless of whether the adoption has become final.

HC-DFS291 04-10 VI-ET