

This Summary Plan Description summarizes the key features of the dental care coverage provided through the Dental Reimbursement Plan (the “Plan”), which is governed by the Plan Document. If there are any discrepancies between the general information contained in this Summary Plan Description and the provisions of the Plan Document, the Plan Document will control.

## **PURPOSE OF PLAN**

**MADA SERVICES CORPORATION** has established the Plan to provide financial assistance to participants and their families for the payment of dental expenses.

## **PARTICIPATION IN THE PLAN**

### **Eligibility Requirements**

The plan is available to MISSOURI AUTOMOBILE DEALERS ASSOCIATION member employees and their dependents. In order to be eligible for employee coverage you must be a full time employee and work a minimum of 30 hours per week. An eligible dependent is your spouse or an unmarried child, under the age of 23, primarily dependent upon you for their support. If an unmarried dependent child also works full-time for your employer, the child must apply for his or her own coverage. An unmarried child with a mental or physical handicap, or developmental disability, who can’t support himself or herself may also be an eligible dependent. Subject to all of the terms of this coverage and the plan, such a child may stay eligible for dependent benefits past this coverage’s age limit.

Eligible employees may enroll only when first eligible or during the annual “open season” enrollment period. **Late enrollments will not be accepted.** If you initially waived dental coverage under this plan because you were covered under another group plan, and that coverage was lost due to one of the following events: a) termination of your spouse’s employment; b) loss of eligibility under your spouse’s plan; c) divorce; d) death of your spouse; e) termination of or change in the other plan; you qualify for coverage under special enrollment conditions and will not be required to wait until the open season enrollment period. However, you must enroll in the dental coverage under this plan within 30 days of the date that any of the events described above occur.

### **End of Participation**

You will cease to be a Participant as of the earliest of (a) the date on which the MADA SERVICES CORPORATION terminates the Plan, or (b) the date on which you cease to be an employee eligible to participate. If your participation terminates, your right to receive reimbursements for qualifying expenses under the Plan is automatically revoked. But you can receive reimbursement for qualifying expenses incurred prior to the termination of your participation if you apply for reimbursement within 60 days after the close of the Plan Year.

## Effect of Re-Employment

If you terminate employment and are later rehired by a member dealership of MISSOURI AUTOMOBILE DEALERS ASSOCIATION, you may become a Participant again when you fulfill the eligibility requirements of the Plan.

## CONTRIBUTIONS TO THE PLAN

The MADA SERVICES CORPORATION provides the following employee payment schedule for dental coverage:

Employee may pay the total cost of the plan or a percentage of the total cost as determined by their employer.

## HIGH OPTION - BENEFITS UNDER THE PLAN

The Plan will pay for qualifying dental expenses as follows. These amounts may be changed each year and you will be notified of any such changes.

Participants and their families can go to any Dentist or Dental Specialist

**The first \$700.00 of covered dental expenses during a calendar year are reimbursed at 90% of actual charges after a \$50.00 deductible, subject to the limitations of the plan. [Maximum of 3 deductibles per family per calendar year (\$150.00)]**

**Covered dental expenses in excess of \$700 during a calendar year are reimbursed at 60% of actual charges, subject to the limitations of the plan, up to a calendar year maximum reimbursement under the Plan of \$1,000.00.**

There is a 90 day waiting period for Basic Services. \*\*

There is a 180 day waiting period for Major Services. \*\*

There is a one (1) year waiting period for Orthodontic Services. \*\*

Orthodontic expenses, which are paid by the participant in equal monthly payments spread over the proposed length of the treatment plan, will be reimbursed as the participant pays them. (Example: \$1,200.00 fee for a 24-month treatment plan equals \$50.00 per month.)

\*\* Participants whose employer sponsored another dental plan immediately preceding the implementation of this plan, and who have not had a break in coverage, will have the waiting periods under this Plan waived.

Benefits are payable under this plan, as described above, to the Dentist or Dental Specialist or to the participant. If paid to the participant, the participant assumes all responsibility for payment to the dental provider.

All Plan limits are applied on the basis of the Calendar Year.

### **COVERED DENTAL EXPENSES**

All dental procedures listed in Attachment A, which is incorporated by reference in this Summary Plan Description, are covered dental expenses if provided by, or under the direction of, a dentist licensed to practice by the state in which he or she practices. The Plan's liability for reimbursement is subject to the subrogation and coordination of benefits rules explained under the Claims Procedure section below.

### **CLAIMS PROCEDURES**

To receive reimbursement under the Plan, you must complete a claim form and submit it along with an itemized statement from the dental provider's office to the Third Party Claims Administrator. All claims must be received within 60 days after the end of a calendar year to be eligible for reimbursement.

### **Coordination of Benefits (Non-Duplication of Payment)**

The Plan has been designed to help all participants meet the cost of dental treatment. It is not intended that you receive more in benefits than the actual amount of your dental expenses. Therefore, the benefits under the Plan will be coordinated with the benefits that may be payable under other plans. The amount of benefits payable under this Plan will take into account any coverage you or a family member may have under other plans.

This Plan will be secondary to any other coverage that is available to your spouse or your dependents. In the event that the other plan has the same provision, the "Birthday Rule" will apply. The "Birthday Rule" provides that the coverage of the parent whose birthday is earlier in the calendar year, will be the primary coverage for the dependents. The Plan will pay the established percentage of benefits only to the extent that any covered expense is not payable by the other plan. The Plan will always pay the lesser of either its regular benefits in full, or a reduced amount, if any, which, when added to the benefits payable by the other plan or plans, will not exceed 100% of allowable expenses, including deductibles and co-insurance not paid by other plans or programs. The explanation of benefits from the primary plan will be required to process a claim for secondary coverage under this plan.

A plan for the purposes of this section means any plan under which medical or dental benefits or services are provided by group insurance, self-insurance, school or other educational institution, governmental programs, or coverage required or provided by any statute, or any similar plan or program.

### **Subrogation Rights of the Plan**

If a third party may be liable for a dental expense that you incur, the Plan will require that you subrogate to the Plan any claim that you have against the third party. The Plan would be paid back from the recovery against the third party for any expenses that the Plan had paid.

### **Claim Denial and Appeal Procedure**

In the event of the denial of a claim, you have the right to file a written request for a review of the denial with the Plan Administrator within 60 days after you receive written notice of the denial. The Plan Administrator will conduct a full and fair review of the claim for benefits. The Plan Administrator will deliver to you or the beneficiary a written decision on that claim within 30 days after the receipt of the request for review, except if there are special circumstances (such as the need for a hearing) requiring an extension of time for processing.

### **AMENDMENT AND TERMINATION OF PLAN**

The MADA GROUP HEALTH INSURANCE TRUST has the right to amend the Plan if it determines that it is necessary or desirable to do so. Further, although the MADA GROUP HEALTH INSURANCE TRUST intends to continue the Plan indefinitely, it reserves the right to terminate it. In addition, the MADA GROUP HEALTH INSURANCE TRUST or the Plan Administrator may adopt any procedures and rules necessary to administer the Plan.

### **STATEMENT OF ERISA RIGHTS**

As a Participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan Participants shall be entitled to:

- (i) Examine, without charge, at the Plan Sponsor's office and at other work locations, all Plan documents, including insurance contracts, collective bargaining agreements (if any) and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions.
- (ii) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Sponsor. The Sponsor may make a reasonable charge for the copies.
- (iii) Receive a summary of the Plan's annual financial report. The Plan Sponsor is required by law to furnish each Participant with a copy of this summary financial report.
- (iv) No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied 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 Administrator 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 Sponsor to provide the materials and pay you up to a \$100.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Sponsor. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your right, 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.**

**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.**

**If you have any questions about your Plan, you should contact the Plan Sponsor. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.**

### **STATEMENT OF COBRA RIGHTS**

**If your participation in the Plan ceases, you may have the right to continue your benefits following the occurrence of certain "qualifying events" that would otherwise result in loss of coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Please read the Continuation of Coverage Notice you were given with this form. If you have questions about your COBRA rights, contact the Plan Sponsor.**