

# **Dental Care Program**

**Escambia County Board of County Commissioners**

**Group Number: 10-1440**

**Effective Date: October 1, 2003**

**Revised: May 1, 2004**

**Low Plan**

**DENTAL PLAN COVERAGE  
FOR YOUR GROUP DENTAL PROGRAM**

This booklet is a summary of your group dental program. Please read it carefully. It only summarizes the detailed provisions of the group dental contract issued by **Delta Dental Insurance Company** (“**Delta**”) and cannot modify the Contract in any way.

**This plan is self-funded by your employer**

Claims Administered by:



1000 Mansell Exchange West  
Building 100, Suite 100  
Alpharetta, Georgia 30022  
(770) 645-8700  
(800) 521-2651

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## GROUP HIGHLIGHTS

### ELIGIBILITY:

Effective date: 1<sup>st</sup> day of the month following the completion of 30 days of continuous employment.

### PLAN:

You have a Calendar Year plan and deductibles and maximums will be based upon a Calendar Year.

### DEDUCTIBLE:

The deductible amount is \$75 for each Enrollee.

The deductible amount for all family members is \$150.

Takeover Credit: any deductible you satisfied under the prior plan will be credited towards the deductible under this plan.

### MAXIMUM:

The maximum amount payable per Enrollee each year is \$1,000.

Delta will receive credit for any amount under your previous dental care plan for the same or similar benefits. These amounts from January 1, 2003 through the Effective date will be credited towards the maximum amount payable for the year.

The maximum lifetime amount per Enrollee for Orthodontic Benefits is \$500.

Delta will receive credit for any amounts paid under your previous dental care plan for Orthodontic Benefits. These amounts will be credited towards the maximum amount payable Orthodontic Benefits.

## DEFINITIONS

Terms when capitalized in this document, either in the section below or throughout the booklet, have defined meanings.

**Attending Dentist's Statement** -- the form used to file a claim or request a Predetermination for proposed treatment.

**Benefits** -- the amounts that Delta will pay for dental services under the Contract.

**Calendar Year** -- the 12 months of the year from January 1, through December 31st.

**Contract** -- the written agreement under which Benefits are provided.

**Contract Allowance** -- the maximum amount allowed for a Single Procedure. The Contract Allowance for services provided by:

- Preferred Option Dentists is the lesser of the Dentist's submitted fee or the Preferred Option Dentist's Fee.
- Participating Dentists (who are not Preferred Option Dentists) is the lesser of the Dentist's submitted fee, the Dentist's filed fee with Delta in the Participating Dentist Agreement or the UCR fee.
- Non-Preferred Option Dentists is the lesser of the Dentist's submitted fee or the UCR fee.

**Contract Term** -- the period during which the Contract is in effect.

**Contract Year** -- the 12-month period starting on the Effective Date of the Contract and each 12-month period thereafter.

**Dentist** -- a person licensed to practice dentistry when and where services are performed.

**Dependent Enrollee** -- an Eligible Dependent enrolled in the plan to receive Benefits.

**Effective Date** -- the date the program starts. This date is given on the booklet cover.

**Eligible Dependent** -- a dependent of an Eligible Person who is eligible for Benefits under the Contract.

**Eligible Person** -- any person defined in the Contract as eligible for Benefits under the Contract.

**Enrollee** -- an Eligible Employee ("Primary Enrollee") or Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

**Non-Participating Dentist** -- a Dentist who has not agreed to provide services in accordance with the terms and conditions established by Delta and any member of the Delta Dental Plans Association with which Delta contracts to assist it in administering the Benefits described in this Contract. A Non-Participating Dentist may charge more than the Contract Allowance.

**Open Enrollment Period** -- the month of the year during which an Eligible Person may change coverage.

**Participating Dentist** -- a Dentist who has executed a Participating Dentist Agreement with Delta and who has agreed to provide services in accordance with the terms and conditions established by Delta and any member of the Delta Dental Plans Associations with which Delta contracts for administration of the Benefits described in the Contract. Participating Dentists have agreed to charge no more than the Contract Allowance. See **Non-Participating Dentist**.

**Participating Dentist Agreement** -- an agreement between a member of the Delta Dental Plans Association and a Dentist which establishes the terms and conditions under which covered services are provided.

**Predetermination** -- Delta shall estimate the amount of Benefits payable for proposed services to an Enrollee under the Contract. **Preferred Option Benefits (In-Network Benefits)** -- Benefits covered by the Contract and performed by a Preferred Option Dentist. **Non-Preferred Option Benefits (Out-of-Network Benefits)** -- Benefits Covered by the Contract but performed by a Dentist who has not agreed with Delta to participate in this Preferred Option Program.

**Preferred Option Dentist** -- a Participating Dentist who has agreed with Delta to participate in this Preferred Option Program.

**Preferred Option Dentist's Fee** -- the fee which Participating Dentists have contractually agreed to accept for treating Enrollees for a single procedure.

**Preferred Option Program** -- the program described in this booklet and elected by your employer which allows maximum benefits when you use a Preferred Option Dentist to receive covered services.

**Premiums** -- the amounts payable monthly by the applicant as required in the Contract.

**Primary Enrollee** -- an Eligible Person enrolled in the plan to receive Benefits.

**Qualifying Family Status Change** -- a change which occurs as a result of i) marriage, divorce or legal separation; ii) a child's birth or adoption; iii) a change in spouse's employment; iv) a death in the family; or a court order requiring dependent coverage.

**Procedure Code** -- the Current Dental Terminology (CDT) number given to a Single Procedure by the American Dental Association.

**Single Procedure** -- a dental procedure that is assigned a separate CDT number.

**UCR -- Usual, Customary and Reasonable**, which have the following meanings:

**Usual** -- A "usual" fee is that fee regularly charged and received for a given service by an individual Dentist, i.e., his own usual fee. If more than one fee is charged for a given service, the fee determined to be usual shall not exceed the lowest fee which is regularly charged or which is offered to patients.

**Customary** -- A fee is "customary" when it is within the range of usual fees charged and received by Dentists of similar training for the same service within the geographic area determined by Delta to be relevant. Customary fees may be determined on the basis of fees filed with Delta by Participating Dentists. A Customary fee for a Participating Dentist is that fee which is approved by Delta in the terms of the Participating Dentist Agreement.

**Reasonable** -- A fee is "reasonable" if it is "usual" and "customary" or if it falls above "usual" or "customary" or both, but is determined to be justifiable considering the special circumstances or extraordinary difficulty of the case in question.

**We, Our, or Us** -- Delta Dental, and will be used without respect to capitalization

**You, Your, Yours** -- the Primary Enrollee, and will be used without respect to capitalization.

### **CHOICE OF DENTIST**

The Preferred Option Program chosen by your employer may result in an overall reduction in your dental care costs.

Although you may choose to go to any Dentist, the Preferred Option Program allows you to reduce the cost of your out-of-pocket expenses, since this select group of Dentists in your area will provide dental Benefits at a charge which has been contractually agreed upon between Delta and the Preferred Option Dentist. These charges are generally lower than those charged by the majority of Dentists in the same area.

Delta also offers you a choice of selecting a Dentist from our panel of Participating Dentists. Although the Participating Dentist has not agreed to the features of the Preferred Option Program described above, you may still receive dental care at a lower cost. The Participating Dentist has contractually agreed not to charge you any additional amount above the UCR. There may be a difference in the out-of-pocket costs you pay if your Dentist is not a Participating Dentist.

If a Dentist is not a Participating Dentist or Preferred Option Dentist, the amount charged to you may be above that charged by our Contracting or Preferred Option Dentists. When we pay Benefits for services provided by Non-Participating Dentists, we will allow the Customary fee or the fee which satisfies the majority of Participating Dentists. You will then be responsible for any extra amount charged by this Dentist over Benefits we will pay in addition to any deductibles and maximums specified by the plan. This is called balance billing, that is, the Dentist may bill you for the balance after Delta's payment is made.

A directory of Participating Dentists and a list of Preferred Option Dentists are available from your Employer. Our Internet address is: [www.deltadentalins.com](http://www.deltadentalins.com). You are responsible for verifying whether the Dentist you select is a Preferred Option Dentist or a Participating Dentist.

Dentists are regularly added to the panel, so a Participating Dentist or Preferred Option Dentist may not yet be listed. Additionally, you should always confirm that a listed Dentist is still a Participating Dentist or Preferred Option Dentist.

If a Participating Dentist or Preferred Option Dentist should terminate after the Enrollee receives Predetermination for a procedure, the Benefit will be in the amount which the Enrollee would have been paid prior to the termination of the Agreement.

## **WHO IS ELIGIBLE?**

### **Eligibility for Enrollment**

All retired employees, present, permanent employees are eligible on the Effective Date.

All future, permanent employees shall become eligible on the calendar day of the month shown on the Group Highlights page following the minimum number of days of continuous employment shown on the Group Highlights page.

If your dependents are covered, they will be eligible when you are or as soon as they become dependents. Dependents are:

- a) The employee's lawful spouse;
- b) Unmarried children from birth to the end of the Calendar Year in which occurs their 25<sup>th</sup> birthday. "Children" include your natural children, step-children, adopted children, foster children and newborn children of a covered family member. Children must be dependent on you for support. Newborn children will be covered from the moment of birth. An adopted child will be covered from the moment of placement with the Eligible Employee, as certified by the agency making the placement. Eligibility for coverage for a new born child of a covered family member terminates eighteen (18) months after the birth of the newborn.

An unmarried child 25 years or older may continue to be eligible as a dependent if he cannot support himself because of physical handicap or mental incapacity that began before age 25, and the child is mostly dependent on you for support and maintenance. Notification of this dependent status prior to age 25 is not required. Proof of incapacity shall not be required until a claim has been denied due to a child having reached age 25. Proof of these facts must be given to Delta or your employer within thirty-one (31) days if it is requested. Proof will not be required more than once a year after the child is 27.

Dependents in military service are not eligible.

### **Enrollment Requirements**

If your group contract holder is paying all premiums for you or your dependents, everyone is automatically enrolled.

If you are paying all or a portion of premiums for yourself or your dependents then:

- a) You must enroll within 30 days after the date you become eligible or during an Open Enrollment Period.

- b) All dependents must be enrolled within 30 days after they become eligible or during an Open Enrollment Period.
- c) If you elect dependent coverage, you must enroll all of your Eligible Dependents for coverage.
- d) Primary Enrollees make payments for Dependent Enrollees through payroll deduction until they are no longer eligible or until the Primary Enrollee chooses to drop dependent coverage. Coverage may not be dropped or changed at any time other than during an Open Enrollment Period or if there is Qualifying Status Change.
- e) If both you and your spouse are Eligible Persons, one of you may enroll as a Dependent Enrollee of the other. Your group contract holder is responsible for payment of premiums for both you and your enrolled spouse under this option. Dependent children may enroll as Dependent Enrollees of only one Primary Enrollee.

### **Loss of Eligibility**

Your coverage ends at the end of the month for which the event (Lay-off/reduction of work force/reduce work hours/resignation/termination) happens, or immediately when this program ends. Your dependents' coverage ends when your coverage ends, or as soon as they are no longer dependents as defined in this booklet.

### **Continuation of Benefits**

Delta does not pay Benefits for services received after your coverage ends. But Delta will pay for Single Procedures incurred when the patient was covered if such procedure is completed within thirty (30) days of the date coverage ends.

### **Strike, Lay-off and Leave of Absence**

You and your dependents will not be covered for any dental services received while you are on strike, lay-off or leave of absence, other than as required under the Family & Medical Leave Act of 1993\*.

Benefits for you and your eligible dependents will resume as follows:

- if coverage is reactivated in the same Calendar Year, deductibles and maximums will resume as if you were never gone; or
- if coverage is reactivated in a different Calendar Year, new deductibles and maximums will apply.

Coverage will resume the first day of the month you return to work, provided you submit to Delta an enrollment card requesting that coverage be reactivated.

\*Your and your dependents' coverage is not affected if you take a leave of absence allowed under the Family & Medical Leave Act of 1993. If you are currently paying any part of your premium, you may choose to continue coverage. If you do not continue coverage during the leave, you can resume that coverage on your return to active work as if no interruption occurred. **Important:** The Family & Medical Leave Act does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

### **Optional Continuation of Coverage (COBRA)**

When the Eligible Persons of the employer are covered under the Consolidated Omnibus Budget Reconciliation Act of 1986, then in consideration of the premium payments, Delta agrees to provide Benefits to Enrollees who elect continued coverage pursuant to this section.



- a) Right to Continue. Coverage may continue in accordance with the following provisions when:
- (1) you or your Dependent Enrollee becomes ineligible for coverage under the Contract due to a Qualifying Event shown below; and
  - (2) the Contract remains in force.

**"Qualifying Event"** means one of the following events, if it would otherwise result in a Qualified COBRA Beneficiary's loss of coverage under this Contract:

- (1) Your termination of employment.
- (2) Your death.
- (3) Divorce or legal separation from you.
- (4) You becoming entitled to Medicare benefits.
- (5) A dependent child ceasing to meet the description of a dependent child.
- (6) A bankruptcy proceeding under Title 11, United States Code with respect to the employer, which results in a substantial elimination of coverage (within one year before or one year after the date of commencement of the proceeding) of a retired Primary Enrollee (who retired on or before the date of substantial elimination of coverage), or of a Dependent Enrollee of a retired Primary Enrollee.

**"Qualified Beneficiary"** means you and any of your Dependent Enrollees who are entitled to continue coverage under the Contract from the date of your first Qualifying Event. It also includes your natural child, legally adopted child or child placed for the purpose of adoption when the new child:

- (1) is acquired during your eighteen (18) or twenty-nine (29) month continuation period; and
- (2) is enrolled for coverage in accordance with the terms of the Contract.

But it does not include your new spouse, stepchild or foster child acquired during the continuation period, whether or not the new Dependent is enrolled for coverage.

- b) Continuation Periods. The maximum period of continued coverage for each Qualifying Event shall be as follows:

- (1) Termination of Employment. When eligibility ends due to your termination of employment, then coverage for you and any of your Dependent Enrollees may be continued for up to eighteen (18) months from the date employment ended. Termination of employment includes a reduction in hours or retirement.

EXCEPTIONS:

- (i) Misconduct. If your termination of employment is for gross misconduct, coverage may not be continued for you or any of your Dependent Enrollees.
- (ii) Disability. **"Disability"** or **"Disabled"** as used in this section shall be as defined by Title II or XVI of the Social Security Act and determined by the Social Security Administration.

If you:

- (a) become disabled by the 60th day after your employment ends; and
  - (b) are covered for Social Security Disability Income benefits;
- then coverage for you and any of your Dependent Enrollees may be continued for up to twenty-nine (29) months from the date your employment ended.

If your Dependent Enrollee:

- (a) becomes disabled by the 60th day after your employment ends; and
- (b) is covered for Social Security Disability Income benefits;

then coverage for that Dependent Enrollee may be continued for up to twenty-nine (29) months from the date your employment ended. However, in the case of a newborn child or an adopted child, the 60 day period as stated above will begin on the date of birth or on the date of placement in the home.

You must send the employer a copy of the Social Security Administration's letter:

- (a) within sixty (60) days after they find that you or your Dependent Enrollee is disabled, and before the eighteen (18) month continuation period expires; and again
- (b) within thirty (30) days after they find that he or she is no longer disabled.

(iii) Subsequent Qualifying Event. If your Dependent:

- (a) is a Qualified Beneficiary; and
- (b) has a subsequent Qualifying Event during the eighteen (18) or twenty-nine (29) month continuation period;

then coverage for that Dependent Enrollee may be continued for up to thirty-six (36) months from the date your employment ended.

(2) Loss of Dependent Eligibility. If a Dependent Enrollee's eligibility ends, due to a Qualifying Event other than your termination of employment, then that Dependent Enrollee's coverage may be continued for up to thirty-six (36) months from the date of the event. Such events may include:

- (i) your death, divorce, legal separation or Medicare entitlement; and
- (ii) a child reaching the age limit, getting married or ceasing to be a full-time student.

You must notify the employer within sixty (60) days of a divorce, a legal separation or a child ceasing to be an eligible Dependent (as defined by the Contract). One or more subsequent Qualifying Events may occur during the Dependent Enrollee's thirty-six (36) month period of continued coverage, but coverage may not be continued beyond thirty-six (36) months from the date of the first event.

(3) Medicare Entitlement. If your eligibility under the Contract ends when you become entitled to Medicare benefits, then coverage may not be continued for yourself. But coverage may be continued for any of your Dependent Enrollees for up to thirty-six (36) months from your Medicare entitlement date.

If your eligibility under the Contract continues beyond Medicare entitlement, but later ends upon termination of employment or retirement, then any of your Dependent Enrollees may continue coverage for up to:

- (i) thirty-six (36) months from your Medicare entitlement date; or
- (ii) eighteen (18) months from the date your employment ended (whichever is later).

c) Election. To continue coverage, you must notify the employer of such election within sixty (60) days from the later of:

- (1) the date of the Qualifying Event;
- (2) the date of loss of coverage; or
- (3) the date the employer sends notice of the right to continue.

Continued coverage elected under this section shall be effective on the first day following the applicable Qualifying Event provided:

- (1) you notify the employer within the applicable time period stated above, and
- (2) you remit the initial premium for continued coverage within 45 days after such notification.

d) Termination. Continued coverage will end at the earliest of the following dates:

- (1) the end of the maximum period for continued coverage shown above;
- (2) the date the Contract terminates;
- (3) the last day of the period for which Premium has been paid, if any Premium is not paid when due;
- (4) the date you or your Dependent Enrollee:
  - (i) becomes covered under any other group dental plan; or
  - (ii) becomes eligible for benefits for Medicare.

Once continued coverage ends, it cannot be reinstated.

### **DEDUCTIBLE**

Your dental plan features a deductible. This is an amount you must pay out-of-pocket before Benefits are paid. The deductible amounts are listed on the Group Highlights page.

Only the Dentist's fees you pay for covered Benefits will count toward the deductible, but you do not have to pay a deductible for Diagnostic and Preventive Benefits or Orthodontic Benefits.

### **MAXIMUM AMOUNT**

The Maximum Amount payable is shown on the Group Highlights page. There may be maximums on a yearly basis, a per services basis, or a lifetime basis.

However, Orthodontic Benefits, if provided, will end with the next payment due although the maximum has not been reached if the patient loses coverage, if treatment is stopped, or if the Contract with your employer is cancelled.

Delta will receive credit for the amounts paid under an Enrollee previous dental care plan for Orthodontic Benefits. Those amounts paid by the previous dental care program shall be deducted from the maximum Orthodontic Benefits paid by Delta.

### **PAYMENTS**

Your employer agrees to pay 100% of the cost for you, the Primary Enrollee. You will be responsible for 100% of the cost for Dependent Enrollees.

Delta may cancel this Program 31 days after written notice to your employer if monthly Premiums are not paid when due.

### **BENEFITS, LIMITATIONS & EXCLUSIONS**

Delta shall pay the Benefits for the types of dental services as described below. Delta will pay Benefits only for covered services. These services must be provided by a Dentist and must be necessary and customary under generally accepted dental practice standards.

## **Patient Copayment**

Delta's provision of Benefits is limited to the applicable percentage of Dentist's fees specified below. The Enrollee is responsible for paying the remaining applicable percentage of any such fees, known as the "Patient Copayment." Your group has chosen to require Patient Copayments under this program as a method of sharing the costs of providing dental Benefits between Applicant and Enrollees.

If the Dentist discounts, waives or rebates any portion of the Patient Copayment to the Enrollee, Delta shall be obligated to provide as Benefits only the applicable percentages of the Dentist's fees reduced by the amount of such fees that is discounted, waived or rebated.

## **Limitations on All Benefits - Optional Services**

Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures. For example:

- a) a crown where a filling would restore the tooth;
- b) a precision denture/partial where a standard denture/partial could be used;
- c) an inlay/onlay instead of an amalgam restoration; or
- d) a composite/resin restoration instead of an amalgam restoration on posterior teeth.

If you receive Optional Services, your Benefits will be based on the lower cost of the customary service or standard practice instead of the higher cost of the Optional Service. You will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

## **EXCLUSIONS**

### **Delta does not pay Benefits for:**

- a) Services for injuries or conditions which are compensable under workers' compensation or employers' liability laws; services which are provided to the Enrollee by any federal, state or local agency, unless this exclusion is prohibited by law.
- b) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to cleft palate, maxillary and mandibular (upper and lower jaw) malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration) of the teeth, and anodontia (congenitally missing teeth), except those services provided to newborn children for congenital defect or birth abnormalities or services that may be provided under Orthodontic Benefits.
- c) Services for restoring tooth structure lost from wear, erosion, or abrasion, for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include, but are not limited to: equilibration, periodontal splinting, occlusal adjustment.
- d) Any Single Procedure started prior to the date the person became covered for such services under this program.
- e) Prescribed drugs, medication or analgesia.
- f) Experimental procedures.
- g) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.

- h) Charges for anesthesia, other than by a licensed Dentist for administering general anesthesia in connection with covered oral surgery services.
- i) Extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- j) Services with respect to any disturbance of the temporomandibular joint (jaw joint).
- k) Services performed by any person other than a Dentist or auxiliary personnel legally authorized to perform services under the direct supervision of a Dentist.
- l) For treatment rendered by a person who ordinarily resides in the Primary Enrollee's household or who is related to the Primary Enrollee (or to the Primary Enrollee's spouse) by blood, marriage or legal adoption.

**PAYMENTS**

Delta shall pay or otherwise discharge the following percentage of the Contract Allowance for covered services.

**Diagnostic and Preventive Benefits**

**In-Network Benefits: 100%**  
**Out-of-Network Benefits: 100%**

Diagnostic: procedures to assist the Dentist in choosing required dental treatment.

Preventive: prophylaxis (cleaning; periodontal cleaning in the presence of inflamed gums is considered to be periodontal for payment provisions); topical application of fluoride solutions; space maintainers.

**Limitations on Diagnostic and Preventive Benefits:**

- a) Routine oral examinations and cleanings, including periodontal cleanings, are not provided more than twice in any 12 month period while the patient is an Enrollee under any Delta program.
- b) Full mouth x-rays or panoramic x-rays will be provided when required by the Dentist, but not more than one x-ray each 5 years will be paid by Delta.
- c) Bitewing x-rays are limited to 2 each 12 months when provided to Enrollees under age 18 and once each 12 months for Enrollees age 18 and over.
- d) Delta will not pay for topical application of fluoride for anyone 19 years or older.

**Basic Benefits**

**In-Network Benefits: 80%**  
**Out-of-Network Benefits: 80%**

Oral Surgery: extractions and certain other surgical procedures, including pre- and post-operative care.

General Anesthesia: when administered by a Dentist for a covered Oral Surgery procedure.

Endodontic: treatment of the tooth pulp.

Periodontic: treatment of gums and bones supporting teeth.

Palliative: treatment to relieve pain.

Sealant Benefits: topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing decay.

**Limitations on Sealant Benefits:**

- a) Sealant Benefits are available only to Enrollees under the age of 15.
- b) Sealants are limited to application to permanent molar teeth with no caries (decay), without restorations and with the occlusal surface intact.
- c) Sealant Benefits do not include the repair or replacement of a sealant on any tooth within 3 years of its application.

**Restorative Benefits**

**In-Network Benefits: 80%**  
**Out-of-Network Benefits: 80%**

Amalgam, synthetic porcelain, plastic fillings and prefabricated stainless steel restorations for treatment of carious lesions (visible destruction of hard tooth structure).

**Denture Repairs**

**In-Network Benefits: 80%**  
**Out-of-Network Benefits: 80%**

Repair to partial or complete dentures including rebase procedures and relining.

**Crowns, Jackets and Cast Restorations**

**In-Network Benefits: 50%**  
**Out-of-Network Benefits: 50%**

For treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam, synthetic porcelain, plastic restorations or prefabricated stainless steel restorations.

**Limitations on Crowns, Jackets and Cast Restorations:**

Delta will not pay to replace any crown, jacket or cast restoration which the patient received in the previous 5 years.

**Prosthodontic Benefits**

**In-Network Benefits: 50%**  
**Out-of-Network Benefits: 50%**

Procedures to construct or repair fixed bridges and construction of partial or complete dentures.

**Limitations on Prosthodontic Benefits:**

- a) Delta will not pay to replace any bridge or denture that the patient received in the previous 5 years. An exception is made if the bridge or denture cannot be made satisfactory due to a change in supporting tissues or because too many teeth have been lost.
- b) Delta limits Benefits for dentures to a standard partial or complete denture. A "standard" denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means.

- c) Delta will not pay for implants (artificial teeth implanted into or on bone or gums) or their removal; but Delta will credit the cost of a standard complete or partial denture that would have been allowed under this plan toward the cost of an implant and related services (copayments apply.)

**Orthodontic Benefits**

**In-Network Benefits: 50%**

**Out-of-Network Benefits: 50%**

Procedures performed by a Dentist, involving the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions.

**Limitations on Orthodontic Benefits:**

- a) The maximum amount payable for each Enrollee during the Enrollee's lifetime is shown on the Group Highlights page.
- b) All payments shall be on a monthly basis. The obligation of Delta to make periodic payments for an Orthodontic treatment plan begun prior to the date the patient becomes covered shall commence with the first payment due following the date the patient's coverage is effective.
- c) The obligation of Delta to make periodic payments for Orthodontic treatment shall terminate on the payment due date next following the date the Dependent Enrollee or the Primary Enrollee loses coverage, or upon termination of the Contract, whichever shall occur first.
- d) Delta will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this program.
- e) X-rays or extractions are not subject to the Orthodontic maximum.
- f) Surgical procedures are not subject to the Orthodontic maximum.

**COORDINATION OF BENEFITS**

Delta matches the Benefits under this plan with your Benefits under any other group prepaid plan designed to fully integrate with other policies. (This does not apply to a blanket school accident policy). Coordination of Benefits only applies while you are employed with your current Employer. Benefits under one of the plans may be reduced so that your combined coverage does not exceed the Dentist's fees for the covered services. If this is the "primary" plan, Delta will not reduce Benefits. But if the other plan is the primary one, Delta will reduce Benefits otherwise payable under this plan. The reduction will be the amount paid for or provided under the terms of the primary plan for services covered under this plan (see BENEFITS, LIMITATIONS & EXCLUSIONS).

Definitions

- a) "Plan" means any plan providing Benefits or services for or by reason of medical or dental care or treatment, which Benefits or services are provided by:
  - (i) group, blanket or franchise insurance coverage,
  - (ii) service plan contracts, group practice, individual practice and other prepayment coverage,
  - (iii) any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or employee benefits organization plans, and
  - (iv) any coverage under governmental programs, and any coverage required or provided by any statute.

The term "Plan" shall be constructed separately with respect to each policy, contract, or other arrangement for Benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the Benefits or service of other Plans into consideration in determining its Benefits and that portion which does not.

- b) "This Plan" means this policy.
- c) "Allowable Expense" means any necessary, reasonable, and customary item of expense at least a portion of which is covered under at least one of the Plans covering the person for whom claim is made.

When a Plan provides Benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an Allowable Allowance Expense and a Benefit paid.

- d) "Claim Determination Period" means the Contract Year, as defined on the Definitions page.

How does Delta determine which is the "primary" program?

- a) If the other plan is not primarily a dental plan, this plan is primary.
- b) If the other plan is a dental plan, the following rules are applied:
  - (i) The plan covering the patient as an employee is primary over a plan covering the patient as a dependent.
  - (ii) The plan covering the patient as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - 1. Secondary to the plan covering the insured person as a dependent and
    - 2. Primary to the plan covering the insured person as other than a dependent (e.g. a retired employee),

then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.

- (iii) Except as stated in paragraph (iv), when this plan and another plan cover the same child as a dependent of different persons, called parents:
  - 1. The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
  - 2. If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in a) on the previous page, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.



- (iv) In the case of a dependent child of legally separated or divorced parents, the plan covering the patient as a dependent of the parent with legal custody, or as a dependent of the custodial parent's spouse (i.e. step-parent) shall be primary over the plan covering the patient as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other policy which covers the child as a dependent child.
- (v) If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined in paragraph (iii).
- (vi) The benefits of a plan which covers an insured person as an employee who is neither laid off nor retired are determined before those of a plan which covers that insured person as a laid off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (vi) is ignored.
- (vii) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following shall be the order of benefit determination:
  - 1. First, the benefits of a plan covering the insured person as an employee, member or subscriber (or as that insured person's dependent);
  - 2. Second, the benefits under the continuation coverage.If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (viii) If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee longer are determined before those of the plan which covered that insured person for the shorter term.

#### Effect on Benefits

- a) This Coordination of Benefits section shall apply in determining the Benefits as to a person covered under this Plan for any Claim Determination Period if, for the Allowable Expenses incurred as to such person during such period, the sum of (1) the Benefits that would be payable under this Plan in the absence of this Coordination of Benefits section; and (2) the Benefits that would be payable under all other Plans in the absence therein of provisions of similar purpose to this Coordination of Benefits section would exceed such Allowable Expenses.
- b) As to the Claim Determination Period with respect to which this Coordination of Benefits section is applicable, the Benefits that would be payable under this Plan in the absence of this Coordination of Benefits section for the Allowable Expenses incurred as to such person during such Claim Determination Period shall be reduced to the extent necessary so that the sum of such reduced Benefits payable for such Allowable Expenses under all other Plans, shall not exceed the total of such Allowable Expenses. Benefits payable under another Plan include the Benefits that would have been payable had claim been duly made therefore.

Right to Receive and Release Necessary Information

For the purpose of determining the applicability of and implementing the terms of this Coordination of Benefits section of this Plan or any provision of similar purpose of any other Plan, the insurer or service plan may, with the consent of the insured person, release to or obtain from any other insurance company or other organization or person any information, with respect to any person, which the insurer or service plan deems to be necessary for such purposes. Any person claiming Benefits under this Plan shall furnish to the insurer or service plan such information as may be necessary to implement this Coordination of Benefits section.

Facility of Payment

Whenever payments which should have been made under this Plan in accordance with this Coordination of Benefits section have been made under any other Plan, Delta shall have the right, exercisable alone in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this Coordination of Benefits section and amounts so paid shall be deemed to Benefits paid under this Plan and, to the extent of such payments, Delta shall be fully discharged from liability under this Plan.

Right of Recovery

Whenever payments have been made by Delta with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this Coordination of Benefits section, Delta shall have the right to recover such payments, to the extent of such excess, from among one or more of the following, as Delta shall determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

**CLAIMS**

Claims for Benefits must be filed on a standard Attending Dentist Statement which you or your Dentist may obtain from:

**Delta Dental Insurance Company  
P.O. Box 1809  
Alpharetta, GA 30023  
(800) 521-2651  
AVA (800) 616-3629**

**PREDETERMINATIONS**

A Dentist may file an Attending Dentist's Statement before treatment, showing the services to be provided to an Enrollee. Delta will Predetermine the amount of Benefits payable under this Contract for the listed services. Predeterminations are valid for 60 days from the date of the Predetermination but not longer than the Contract's term nor beyond the date the patient's coverage ends.

**CLAIMS APPEAL**

Delta will notify the Primary Enrollee if Benefits are denied for services submitted on an Attending Dentist's Statement, in whole or in part, stating the reason(s) for denial. The Enrollee has 180 days after receiving a notice of denial to appeal it by writing to Delta giving reasons why the denial was wrong. The Enrollee may also ask Delta to examine any additional information he/she includes that may support his/her appeal.

Delta will make a full and fair review within 60 days after Delta receives the request for appeal. Delta may ask for more documents if needed. In no event will the decision take longer than 60 days. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgement in applying the terms of this Contract, Delta shall consult with a Dentist who has appropriate training and experience. The review will be conducted for Delta by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. The identity of such dental consultant is available upon request whether or not the advice was relied upon.

If the Enrollee believes he/she needs further review of said claim, he/she may contact his/her state insurance regulatory agency if applicable or bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) if the Contract is subject to ERISA.

### **CANCELLATION OF PROGRAM**

Delta may cancel the program only:

- a) on an anniversary of the Effective Date; or
- b) if your employer does not pay the monthly administrative payments; or
- c) if your employer does not provide a list of who is eligible upon 60 days written notice; or
- d) if less than the minimum number of Primary Enrollees required under the Contract reported eligible for 3 months or more, upon 15 days written notice.

### **WRITTEN NOTICE OF CLAIM/PROOF OF LOSS**

Before approving a claim, Delta will be entitled to receive to such extent as may be lawful, from any attending or examining Dentist or from hospitals in which a Dentist's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, an Enrollee as may be required to administer the claim, or that an Enrollee be examined by a dental consultant retained by Delta, in or near his community or residence. Delta will in every case hold such information and records confidential.

Delta will give any Dentist or Enrollee, on request, a standard Attending Dentist's Statement to make claim for Benefits. To make a claim, the form must be completed and signed by the Dentist who performed the services and by the Enrollee (or the parent or guardian if the patient is a minor) and submitted to Delta. If the form is not furnished by Delta within fifteen (15) days after requested by a Dentist or Enrollee, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to Delta, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Delta must be given written proof of loss within 90 days after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta within 90 days of the termination of the Contract.

## **TIME OF PAYMENT**

Claims payable under the Contract for any loss other than loss for which the Contract provides any periodic payment will be paid within 30 days after receipt of due written proof of such loss. Delta will notify the Primary Enrollee and his/her dentist of any additional information needed to process the claim within this 30 day period. Delta will process the claim within 15 days of receipt of the additional information. If the requested information is not received within 45 days, the claim will be denied. Subject to due written proof of loss, all accrued indemnities for loss for which this Contract provides periodic payment will be paid monthly.

## **TO WHOM BENEFITS ARE PAID**

Preferred Option Dentists and Participating Dentists shall be paid directly to the Dentist. Any other payments provided by this Contract will be made to you, unless you request when filing a proof of loss claim that the payment be made directly to the Dentist providing the services. All Benefits not paid to the Dentist shall be payable to you, or to your estate, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his parent or guardian.

Benefits may be payable to a person who is not a member of the group if a court order providing for the managing conservator of the child has been issued by a court competent jurisdiction in the state of Florida or any other state. Before a person who is not a member of a group is entitled to be paid Benefits as a managing conservator, the person must submit to your Employer with the claim application written notice that the person is the managing conservator of the child on whose behalf the claim is made; and submit a certified copy of a court order establishing the person as managing conservator or other evidence designated by rule of the State Board of Insurance that the person qualifies to be paid the Benefits.

**THIS BOOKLET CONSTITUTES ONLY A SUMMARY OF THE DENTAL SERVICE INSURANCE CONTRACT. THE COMPLETE CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE.**