



DELTA DENTAL PPO PLUS PREMIER®

EMPLOYEE CHOICE

PREVENTIVE PRIME

DENTAL BENEFITS DOCUMENT



Thank you for choosing Delta Dental of Iowa to provide your dental benefits.

The enclosed Benefits Certificate describes in detail your coverage with Delta Dental's PPO plan.

It is important for you to note that you receive the maximum benefits if your dentist is a member of the Delta Dental PPOSM network. You may have higher out-of-pocket costs if your provider does not participate in the Delta Dental PPO network. You may use the Dentist Search tool on the Delta Dental of Iowa website – www.deltadentalia.com – to be certain your dentist participates so you receive the maximum plan benefits.

The Delta Dental PPO plan also incorporates the latest advances in dental science. The information available to you in your Benefits Certificate includes:

- A handy, easy-to-follow Summary of Benefits and Payment Chart
- A general information section describing how your coverage works for you
- Claims filing procedures (only necessary if you visit a non-participating provider)
- Eligibility and Benefits limitations and exclusions
- Your rights under this Benefits Certificate

Refer to your Benefits Certificate for details or visit the Member Connection of the Delta Dental of Iowa website.

Your identification cards are attached to the front of this document. Please show your identification card when you see your dental provider. A copy of Delta Dental's privacy notice and Delta Dental's nondiscrimination notice is also provided for your convenience.

If you have questions about any of the information provided in this document, please contact us at 1-800-544-0718 or visit the Member Connection of the Delta Dental website. We look forward to serving you.

Delta Dental of Iowa

Required Federal Notice-Nondiscrimination and Accessibility

Delta Dental of Iowa complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. To review our full nondiscrimination notice go to www.deltadentalia.com/nondiscrimination.

Delta Dental of Iowa provides free language services to people whose primary language is not English. In addition, Delta Dental provides free services for people with disabilities such as auxiliary aids, written communication in other formats such as large print, audio or other formats. If you need these services, call 1-800-544-0718 x0, hearing impaired (TYY) call 1-888-287-7312.

Language Access Service

If you, or someone you're helping, has questions about Delta Dental of Iowa, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-544-0718 x0.

Arabic –

إن كان لديك أو لدى شخص تساعدك أسئلة بخصوص Delta Dental of Iowa فلدليك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم اتصل بـ 1-800-544-0718 x0.

Chinese – 如果您，或是您正在協助的對象，有關於 Delta Dental of Iowa 方面的問題，您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請致電 1-800-544-0718 x0

French – Si vous, ou quelqu'un que vous êtes en train d'aider, a des questions à propos de Delta Dental of Iowa, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 1-800-544-0718 x0.

German – Falls Sie oder jemand, dem Sie helfen, Fragen zum Delta Dental of Iowa haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-800-544-0718 x0 an.

Hindi – यदि आपके, या आप द्वारा सहायता किए जा रहे किसी व्यक्ति के Delta Dental of Iowa के बारे में प्रश्न हैं, तो आपके पास अपनी भाषा में मुफ्त में सहायता और सूचना प्राप्त करने का अधिकार है। किसी दुभाषिण से बात करने के लिए 1-800-544-0718 x0 पर कॉल करें।

Karen – မှတ်တမ်း ပုဂ္ဂလိကလေးနမူနာအား၊ မှတ်တမ်းတင်သည့်အခါတွင် Delta Dental of Iowa နှင့် ဆက်သွယ်ရန် တောင်းဆိုလျှင် အခမဲ့အားဖြင့် တာဝန်ရှိသူများ၏ တာဝန်ရှိသူများ၏ နေရာတွင် နေရာ တစ်နေရာတွင် အကူအညီပေးပါမည်။ လာနက် ကတိတမ်း ပုဂ္ဂလိကလေးနမူနာအား၊ ကိစ္စ 1-800-544-0718 x0 တွင် တွေ့ပါ။

Korean – 만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Delta Dental of Iowa에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1-800-544-0718 x0로 전화하십시오.

Laotian – ຖ້າທ່ານ ຫຼື ຄົນທີ່ທ່ານກຳລັງຊ່ວຍເຫຼືອ ມີຄຳຖາມກ່ຽວກັບ Delta Dental of Iowa, ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼືອແລະຂໍ້ມູນຂ່າວສານທີ່ເປັນພາສາຂອງທ່ານບໍ່ມີຄ່າໃຊ້ຈ່າຍ. ເພື່ອໄວ້ລົມກັບນາຍພາສາ, ໃຫ້ໂທຫາ 1-800-544-0718 x0.

Pennsylvania Dutch: Wann du hoscht en Froog, odder ebber, wu du helpscht, hot en Froog baut Delta Dental of Iowa, hoscht du es Recht fer Hilf un Information in deinre eegne Schprooch grieve, un die Hilf koschtet nix. Wann du mit me Interpreter schwetze witt, kannscht du 1-800-544-0718 x0 uffrufe.

Russian – Если у вас или лица, которому вы помогаете, имеются вопросы по поводу Delta Dental of Iowa, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-800-544-0718 x0.

Serbo-Croatian – Ukoliko Vi ili neko kome Vi pomažete ima pitanje o Delta Dental of Iowa, imate pravo da besplatno dobijete pomoć i informacije na Vašem jeziku. Da biste razgovarali sa prevodiocem, nazovite 1-800-544-0718 x0.

Spanish – Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Delta Dental of Iowa, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-800-544-0718 x0.

Tagalog – Kung ikaw, o ang iyong tinutulongan, ay may mga katanungan tungkol sa Delta Dental of Iowa, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1-800-544-0718 x0.

Thai – หากคุณ หรือคนที่คุณกำลังช่วยเหลือมีคำถามเกี่ยวกับ Delta Dental of Iowa คุณจะมีสิทธิที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของคุณได้โดยไม่มีค่าใช้จ่าย พูดคุยกับล่าม โทร 1-800-544-0718 x0

Vietnamese – Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Delta Dental of Iowa, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1-800-544-0718 x0.



Notice of Nondiscrimination and Accessibility

Delta Dental of Iowa complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental of Iowa does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental of Iowa:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact Member and Provider Services at 1-800-544-0718.

If you believe that Delta Dental of Iowa has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a discrimination complaint with:

Delta Dental of Iowa
Director of Compliance
9000 Northpark Drive
Johnston, Iowa 50131
515-261-5500
Hearing Impaired Toll Free: 1-888-287-7312
Fax – 515-875-4163
Email: compliance@deltadentalia.com

You can file a discrimination complaint by mail, fax, or email. If you need help filing the complaint, Director of Compliance is available to help you.

You can also file a civil rights complaint with the U. S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U. S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D. C. 20201
1-800-368-1019
1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



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INTERPRETING THIS BENEFITS CERTIFICATE

It is important that you understand all parts of this Benefits Certificate (Certificate) to get the most out of your coverage. To help make the information easier to understand, we use the words *you* and *your* to refer to you and your other Eligible Covered Persons who qualify for coverage under this Certificate. *We*, *us*, and *our* refer to Delta Dental of Iowa.

We will interpret the provisions of this Certificate and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this Certificate. If any benefit in this Certificate is subject to a determination of dental necessity and dental appropriateness, we will make that factual determination. Our interpretations and determinations are final and conclusive.

In this Certificate we sometimes refer to certain laws and regulations. Laws and regulations can and do change from time to time. If you have a question as to how laws and regulations may apply to your coverage please contact your employer or group sponsor.

To administer your benefits properly, there are certain rules you must follow. Different rules appear in different sections of your Certificate. We urge you to become familiar with the entire Certificate.

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SUMMARY OF BENEFITS AND PAYMENT

The information on this page summarizes your benefits and payment obligations. For a detailed description of specific benefits and benefit limitations, see the IMPORTANT INFORMATION and BENEFITS sections of this Certificate.

	DEDUCTIBLE APPLIES*	MEMBER COINSURANCE	ANNUAL MAXIMUM APPLIES
Benefit Categories	\$50 PPO \$50 Premier \$75 Non Par		Unlimited
Check-ups and Teeth Cleanings (Diagnostic and Preventive)	Yes	20% - PPO 30% - Premier 50% - Non Par	Yes
Cavity Repair (Routine and Restorative Services)	Yes	50% - PPO 50% - Premier 70% - Non Par	Yes
Posterior Composites (Tooth-colored filling on back teeth)	Yes	50% - PPO 50% - Premier 70% - Non Par	Yes

***Deductible is per Eligible Covered Person per Benefit Period.**

IMPORTANT INFORMATION

Your Delta Dental PPOSM coverage is administered by Delta Dental of Iowa. By encouraging preventive care, this dental program is designed to help contain dental costs. The key component of the Delta Dental PPO Program is our panel of Delta Dental PPO Dentists hereafter referred to as “PPO Panel Dentists.” You may seek care from almost any dentist you wish. However, there are usually advantages when you receive services from PPO Panel Dentists or Participating Delta Dental Dentists. “Participating Delta Dental Dentists,” in this Certificate, are dentists who participate with Delta Dental of Iowa’s Premier Program or their local Delta Dental Plan’s Premier Program, but do not participate as a PPO Panel Dentist.

Your payment responsibilities are also outlined in this section of your Certificate. How much you pay for Covered Services depends on the benefit category of the service you receive and the dentist you receive services from. It is most often to your financial advantage to receive services from a PPO Panel Dentist or a Participating Delta Dental Dentist.

WHAT YOU SHOULD KNOW ABOUT PPO PANEL DENTISTS

We have contracting relationships with PPO Panel Dentists throughout the state. Our contracts with PPO Panel Dentists include a PPO Schedule. See UNDERSTANDING PAYMENT VOCABULARY later in this section. This PPO Schedule usually results in savings to you. When you receive services from PPO Panel Dentists who participate with Delta Dental of Iowa or any other Delta Dental Member Company, all of the following statements are true:

- PPO Panel Dentists agree to accept their local Delta Dental Member Company’s PPO Schedule, which may result in savings for Covered Services.
- Your Deductible or Member Coinsurance responsibility may be *less* for Covered Services you receive from a PPO Panel Dentist than it would be from a Participating Delta Dental Dentist or a nonparticipating dentist.
- PPO Panel Dentists agree to file claims for you.
- We settle claims directly with PPO Panel Dentists. See UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS later in this section.
- PPO Panel Dentists agree to handle the Treatment Plan Pre-Determinations for you. See the TREATMENT PLAN PRE-DETERMINATION section.
- PPO Panel Dentists agree that he or she will only be paid the lesser of (i) his or her Billed Charge or (ii) Delta Dental’s PPO Schedule for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the PPO Panel Dentist is not limited in the amount of the payment he or she may collect from you. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

WHAT YOU SHOULD KNOW ABOUT PARTICIPATING DELTA DENTAL DENTISTS

We have contracting relationships with Participating Delta Dental Dentists throughout the state. Our contracts with Participating Delta Dental Dentists include payment arrangements based on Delta Dental’s Maximum Plan Allowance. See UNDERSTANDING PAYMENT VOCABULARY later in this section. The Maximum Plan Allowance usually results in savings to you. When you receive services from Participating Delta Dental Dentists who participate with Delta Dental of Iowa or a Delta Dental Member Company, all of the following statements are true:

- Participating Delta Dental Dentists agree to accept their local Delta Dental Member Company’s payment arrangements, which may result in savings for Covered Services.

- Your Deductible or Member Coinsurance responsibility may be *more* for Covered Services you receive from a Participating Delta Dental Dentist who is not a PPO Panel Dentist.
- Participating Delta Dental Dentists agree to file claims for you.
- We settle claims directly with Participating Delta Dental Dentists See UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS later in this section.
- Participating Delta Dental Dentists agree to handle the Treatment Plan Pre-Determination for you. See the TREATMENT PLAN PRE-DETERMINATION section.
- Participating Delta Dental Dentists agree that he or she will only be paid the lesser of (i) his or her Billed Charge or (ii) Delta Dental’s Maximum Plan Allowance for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the Participating Delta Dental Dentist is not limited in the amount of the payment he or she may collect from you. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

WHAT YOU SHOULD KNOW ABOUT DENTISTS WHO DO NOT PARTICIPATE WITH DELTA DENTAL

When you receive services from nonparticipating (non-par) dentists, you will not receive any of the advantages that our contracts with PPO Panel Dentists or Participating Delta Dental Dentists offer. As a result, when you receive services from nonparticipating dentists, all of the following statements are true:

- We do not have contracting relationships with nonparticipating dentists and they do not agree to accept their local Delta Dental Member Company’s PPO payment arrangement or any other payment arrangement. This means you are responsible for any difference between your nonparticipating dentist’s Billed Charge and the PPO Schedule or the Maximum Plan Allowance, as the case may be. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists are not responsible for filing your claims.
- We settle claims with you, not nonparticipating dentists. You are responsible for paying your dentist in full, including any Deductible, Member Coinsurance and non-approved charges you may owe. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists do not agree to handle the Treatment Plan Pre-Determination for you. See the TREATMENT PLAN PRE-DETERMINATION section.
- Nonparticipating dentists may charge for “infection control,” which includes the cost for services and supplies associated with sterilization procedures. You are responsible for any extra charges billed by a nonparticipating dentist for “infection control.” (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, PPO Panel Dentists and Participating Delta Dental Dentists incorporate these costs into their normal fees and do not charge an additional fee for “infection control.”)
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her Billed Charge or (ii) Delta Dental’s PPO Schedule, for Covered Services, as do PPO Panel Dentists in certain situations. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her Billed Charge or (ii) Delta Dental’s Maximum Plan Allowance for Covered Services, as do Participating Delta Dental Dentists in certain situations. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

QUESTIONS WE ASK WHEN YOU RECEIVE DENTAL CARE

Even though a procedure may appear in a given section such as BENEFITS, you should note that before you are eligible to receive benefits, we first answer all of the following questions:

Is the Procedure Dentally Necessary?

All of the following must be true for a procedure to be considered dentally necessary:

- The diagnosis is proper; and
- The treatment is necessary to preserve or restore the basic form and function of the tooth or teeth and the health of the gums, bone, and other tissues supporting the teeth.

Is the Procedure Dentally Appropriate?

All of the following must be true for a procedure to be considered dentally appropriate:

- The treatment is the most appropriate procedure for your individual circumstances; and
- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by us; and
- The treatment is not more costly than alternative procedures that would be equally effective for the treatment or maintenance of your teeth and their supporting structures. **If you receive services which are more costly than those equally effective for the treatment or maintenance of your teeth and supporting structures, you are responsible for paying the difference.**

Is the Procedure Subject to Contract Limitations?

Contract limitations refer to amounts that are your responsibility based on your contractual obligations with us. Examples of contract limitations may include the following:

- Amounts for procedures that are not dentally necessary or dentally appropriate.
- Amounts for procedures that are not covered by this Certificate. See SERVICES NOT COVERED section.
- Amounts for procedures that have limitations associated with them. For example, teeth cleaning is covered twice per Benefit Period. More frequent teeth cleaning may not be a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See BENEFITS for a description of covered procedures and limitations associated with certain procedures.
- Any difference between the dentist's Billed Charge and the PPO Schedule or the Maximum Plan Allowance, as the case may be. **Please note:** This only applies if you receive services from a nonparticipating dentist or for procedures that are not Covered Services or services from a PPO Panel Dentist or a Participating Delta Dental Dentist that are not reimbursed by Delta Dental to some extent.
- Deductible(s) and Member Coinsurance.

OUR PAYMENT POLICY

- Our policy is to send our payment for treatment after it is completed—not before.

UNDERSTANDING PAYMENT VOCABULARY

Anniversary Date

The Anniversary Date is the renewal date of the contract between your employer or group sponsor and Delta Dental of Iowa.

Benefit Period

A Benefit Period is the same as a calendar year. It begins on the day your coverage goes into effect and starts over each January 1. This is true for as long as you have coverage.

The Benefit Period is important for calculating your Deductible and Benefit Period Maximum, if applicable.

Billed Charge

The Billed Charge is the amount a dentist bills for a specific dental procedure.

Contract Period Effective Date

Contract Period Effective Date is the first day the dental contract was in effect between your employer or group sponsor and Delta Dental of Iowa.

Covered Services

Covered Services means dental services allowed as a result of being insured by, or included under a dental plan administered by, Delta Dental of Iowa (or by a Delta Dental Member Company).

Delta Dental Member Company

Delta Dental Member Company means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Associations Bylaws.

Eligible Covered Person(s)

Eligible Covered Person(s) means any individual eligible for dental benefits under a dental program that is insured or administered by Delta Dental of Iowa (or by a Delta Dental Member Company). An Eligible Covered Person is an employee who has met the employer's eligibility requirements and the employee's eligible Spouse or eligible Child(ren).

Spouse means your husband or wife as the result of a marriage that is legally recognized in Iowa. Some employers or group sponsors recognize a domestic partner as an Eligible Covered Person.

An eligible Child can be your natural child, a child placed with you for adoption or a legally adopted child, a child for whom you have legal guardianship, a stepchild, or a foster child. A child who has been placed in your home for the purpose of adoption or whom you have adopted shall be eligible for coverage as of the date of placement for adoption or as of the date of actual adoption, whichever occurs first.

- An **Adult** Eligible Covered Person may be:
 - You, the eligible employee;
 - Your eligible Spouse or domestic partner;
 - An Adult Child who is age 21 or older as of your employer or group sponsor's Anniversary Date;
- A **Child** Eligible Covered Person may be:
 - A Child who is under age 21 as of your employer or group sponsor's Anniversary Date.

Maximum Plan Allowance

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for certain Covered Services under the Delta Dental Premier Program. For services billed by dentists outside of Iowa, the Maximum Plan Allowance is based on information from that state's Delta Dental Member Company.

The Maximum Plan Allowance is established by Delta Dental for dental services contained in the "Current Dental Terminology" published by the American Dental Association from time to time. It is developed from various sources that may include, but are not limited to, contracts with dentists, the simplicity or complexity of the procedure, the Billed Charge for the same procedure by dentists in the same geographic area and with similar training and skills, and a leading economic indicator, such as the Consumer Price Index.

PPO Schedule

The PPO Schedule is a reduced fee schedule for certain Covered Services. Some Participating Delta Dental Dentists, who are other than general practice dentists, will be considered PPO Panel Dentists except that their payment will be based on the lesser of their Billed Charge or the Maximum Plan Allowance, rather than on the PPO Schedule. The Participating Delta Dental Dentists who have agreed to be PPO Panel Dentists will be listed in the Delta Dental of Iowa PPO Panel Dentist Directory, unless they are dentists outside of Iowa.

UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS

Deductible

Deductible is the fixed dollar amount you pay for Covered Services for each Eligible Covered Person in a Benefit Period before benefits are available under this Delta Dental Certificate. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate, if applicable.

Please note: Deductible is per Eligible Covered Person per Benefit Period.

Member Coinsurance

Member Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive certain Covered Services. These amounts are shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

Member Coinsurance payments begin once you meet any applicable Deductible amounts. Member Coinsurance is calculated off the PPO Schedule or the Maximum Plan Allowance, as the case may be. In general, the percentage of Member Coinsurance you pay depends on the benefit category of the service you receive and participation status of your dentist.

Benefit Period Maximum or Annual Maximum

The Benefit Period Maximum or Annual Maximum is the maximum benefit each Covered Person is eligible to receive for certain Covered Services in a Benefit Period. The Benefit Period Maximum is reached from claims settled under this Certificate in a Benefit Period. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate, if applicable.

Other Payment Responsibilities

In addition to the above, you will be responsible for any charge made by a dentist, even if it is a PPO Panel Dentist or a Participating Delta Dental Dentist, where Delta Dental has not reimbursed to some extent any of the charge because you have not met any applicable waiting periods or deductibles and/or have exceeded any applicable benefit maximum or frequency limitation.

HELP WHEN YOU HAVE QUESTIONS

If you have any questions after reading this Certificate, please call us. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

BENEFITS

CHECK-UPS AND TEETH CLEANING DIAGNOSTIC AND PREVENTIVE SERVICES

Dental Cleaning (Prophylaxis)

Removing plaque, tartar (calculus), and stain from teeth.

Limitation: Dental cleaning is a benefit only twice per Benefit Period.

Oral Evaluations

Limitation: This evaluation is a benefit only twice per Benefit Period.

Topical Fluoride Applications

Professionally administered procedure in which the dental surfaces are coated with a fluoride solution or gel to discourage decay.

Limitation: Topical fluoride is a benefit for eligible children under age 15 once per benefit period.

X-Rays:

Bitewing X-Rays

Bitewing is an x-ray that shows the crowns of the upper and lower teeth simultaneously and that is held in place by a tab between the teeth.

Limitation: These x-rays are a benefit for eligible children under age 15 once every 12 consecutive months. For an Eligible Covered Person, who is age 15 or older as of the Anniversary Date, bitewing x-rays are a benefit once every 24 consecutive months if there is no history of restorations in the previous 24 months. If there is a history of restorations in the previous 24 months, bitewing x-rays are a benefit once every 12 consecutive months.

Full-Mouth X-Rays

Full-mouth x-rays include a combination of individual x-rays such as periapical, bitewing or occlusal taken by a dentist on the same service date. A panoramic x-ray is a benefit if full-mouth x-rays have not been performed within 5 consecutive years of the panoramic x-ray.

Limitation: Full-mouth x-rays are a benefit only once every 5 consecutive years.

Occlusal and Extraoral X-Rays

Occlusal x-rays capture all the upper and lower teeth in one image while the film rests on the biting surface of the teeth.

Limitation: These x-rays are a benefit only once every 12 consecutive months.

Periapical X-Rays

A radiographic image of a tooth, or limited number of teeth, that includes the crown and root portions.

Sealant/Preventive Resin Applications

Filling decay-prone areas of the chewing surface of molars.

Limitation: Sealant/Preventive Resin applications are a benefit once per permanent first and second molars for eligible children under age 19.

Sealants and Preventive Resins for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration are not a benefit.

Space Maintainers for Missing Back Teeth

Space maintainers are passive appliances designed to prevent tooth movement.

Limitation: Space maintainers are a benefit only for eligible children under age 15.

CAVITY REPAIR ROUTINE AND RESTORATIVE SERVICES

Emergency Treatment (Palliative Treatment)

Treatment to relieve pain or infection of dental origin.

Restoration of Decayed or Fractured Teeth

Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings.

Limited Occlusal Adjustment

Reshaping the biting surfaces of one or more teeth.

Limitation: Limited Occlusal Adjustment is a benefit only twice every 12 consecutive months.

SERVICES NOT COVERED

This Delta Dental Certificate does not provide benefits for dental treatment listed in this section. **Please note:** Even if the treatment is not specifically listed as an exclusion, it may not be covered under this Certificate. Call us if you are unsure if a certain service is covered. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

CERTIFICATE EXCLUSIONS

Anesthesia or Analgesia

You are not covered for general anesthesia, intravenous sedation, local anesthesia or nitrous oxide (relative analgesia).

Broken Appointments

You are not covered for any fees charged by your dental office because of broken appointments.

Certificate Termination

Whether or not we have approved a treatment plan, you are not covered for treatment received after the coverage termination date of this Certificate.

Complete Occlusal Adjustment

You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth.

Complications of a Non-Covered Procedure

You are not covered for complications of a non-covered procedure.

Congenital Deformities

You are not covered for services or supplies to correct congenital deformities, such as cleft palate.

Controlled Release Device

You are not covered for services or supplies for the controlled release of therapeutic agents into diseased crevices around your teeth.

Cosmetic in Nature

You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

Desensitizing Medicament or Resin

You are not covered for the application of desensitizing medicament or resin for cervical and/or root surface sensitivity either on a per tooth or per visit basis.

Drugs

You are not covered for prescription, non-prescription drugs, medicines, or therapeutic drug injections.

Effective Date

You are not covered for services or supplies received before the effective date of coverage under this Certificate.

Endodontics (Root Canals)

You are not covered for endodontic services including apicoectomy/periradicular surgery, direct or indirect pulp caps, pulpotomy, retrograde fillings, or root canal therapy.

Experimental or Investigative

You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trials, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

Fixed Bridges and Removable Cast Partial

You are not covered for fixed bridges and removable cast partials.

Government Programs

You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).

Gum and Bone Diseases (Periodontal Services)

You are not covered for services or supplies for periodontal services including conservative, complex, or maintenance periodontal procedures.

High Cost Restorations (Cast Restorations)

You are not covered for services or supplies for cast restoration services, including crowns, inlays, and onlays.

Implants

You are not covered for any dental implants which are surgically placed in the jawbone or for the attachment of any device to a surgically placed implant in the jawbone.

Incomplete Services

You are not covered for dental services that have not been completed.

Infection Control

You are not covered for separate charges for “infection control,” which includes the costs for services and supplies associated with sterilization procedures. Delta Dental Dentists incorporate these costs into their normal fees and will not charge an additional fee for “infection control.”

Lost or Stolen Appliances

You are not covered for services or supplies required to replace lost or stolen dental appliances.

Medical Services or Supplies

You are not covered for services or supplies which are medical in nature, including dental services performed in a hospital, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries.

Military Service

You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.

Oral Surgery

You are not covered for oral surgery including removal of teeth, and other surgical services to the teeth.

Payment Responsibility

You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this Certificate, you would not be charged.

Periodontal Appliances

You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

Periodontal Splinting

You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.

Plaque Control Programs, Oral Hygiene Instructions, and Dietary Instructions

You are not covered for services or supplies used for plaque control, oral hygiene, and/or dietary instructions.

Prosthetics (Bridges, Dentures, Dental Implants)

You are not covered for services or supplies used for prosthetics including bridges and dentures.

Provisional Crowns, Bridges or Dentures

You are not covered for services or supplies for provisional crowns, bridges or dentures.

Repair, Replacement or Duplication of Orthodontic Appliances

You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.

Services Not Reimbursed to Some Extent by Delta Dental

You are not covered for any service that otherwise would qualify as Covered Service but which Delta Dental does not reimburse to some extent. This may include services not reimbursed because of applicable deductibles, copayments, coinsurance, benefit maximums, waiting periods, and frequency limitations.

Services Provided in Other Than Office Setting

You are not covered for services provided in other than a dental office setting.

Specialized Services

You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional.

Straighter Teeth - Corrective Orthodontics

You are not covered for Corrective orthodontics. Corrective Orthodontic services are orthodontic procedures, or directly associated procedures, that move teeth to correct an abnormal dental relationship between and among teeth.

Temporary or Interim Procedures

You are not covered for temporary or interim procedures.

Temporomandibular Joint Dysfunction (TMD)

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with Temporomandibular Joint Dysfunction or myofunctional therapy.

Tooth Extraction

You are not covered for tooth extractions.

Treatment By Other Than A Licensed Dentist

You are not covered for services or treatment performed by anyone other than a licensed dentist or his or her employees.

Unerupted Teeth

You are not covered for the prophylactic removal of unerupted teeth (asymptomatic and non-pathological). This means we will not pay for the removal of any tooth that is not visible and not causing harm.

Workers' Compensation

You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any Deductible under your employer's Workers' Compensation coverage.

FILING CLAIMS

Once you receive dental services, we need to receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which dentist. You will need to file a claim only when you use a nonparticipating dentist who does not agree to file a claim for you — PPO Panel Dentists and Participating Delta Dental Dentists file for you.

WHEN TO FILE YOUR CLAIM

After you receive services, you should file a claim only if your dentist has not filed one for you. Delta Dental may disallow payment of a claim submitted more than 365 days after the date services were rendered.

You should file a claim only *after* the procedure is completely finished. Do *not* file for payment before a procedure is completed.

If you need a claim form or have any questions after reading this section, please call us or visit our website www.deltadentalia.com. For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you must file your own claim, send it to the following address:

*Delta Dental of Iowa
P.O. Box 9000
Johnston, IA 50131-9000*

FILING WHEN YOU HAVE OTHER COVERAGE COORDINATION OF BENEFITS

You may have other insurance or coverage that provides the same or similar benefit(s) as this Certificate. If so, we will work with your other insurance company or carrier. The benefits payable under this Certificate when combined with the benefits paid under your other coverage will not be more than 100 percent of either our payment arrangement amount or the other carrier's payment arrangement amount.

What You Should Do

When you receive services, you need to let us know that you have other coverage. Other coverage includes: group insurance, other group benefit plans (such as HMOs, PPOs, and self-insured programs); Medicare or other governmental benefits; and the medical benefits coverage in your automobile insurance (whether issued on a fault or no-fault basis). To help us coordinate your benefits, you should:

- Inform your dentist by giving him or her information about your other coverage at the time you receive services. Your dentist will pass the information on to us when the claim is filed.

- Indicate that you have other coverage when you fill out a claim form by completing the appropriate boxes on the form. We will contact you if we need any additional information.

You must cooperate with us and provide requested information about your other coverage. If you do not give us necessary information, your claims will be denied.

What We Will Do

There are certain rules we follow to help us determine which Certificate pays first when you have other insurance or coverage that provides the same or similar benefits as this Certificate.

Here are some of the rules:

- The coverage *without coordination of benefits* pays first when both coverages are through a group sponsor such as an employer, but one coverage has coordination of benefits and one does not.
- The dental benefits of your *auto coverage* will pay before this coverage if the auto coverage does not have a coordination of benefits provision.
- The coverage which you have as *an employee or contract holder* pays before the coverage which you have as a Spouse or Child.
- The coverage you have as *the result of your active employment* pays before coverage you hold as a retiree or under which you are not actively employed.
- The coverage with the *earliest continuous effective date* pays first when none of the above rules apply.

If none of the guidelines just mentioned apply to your situation, we will use the Coordination of Benefits (COB) guidelines adopted by the Iowa Insurance Division to determine our payment to you or to your PPO Panel Dentist or Participating Delta Dental Dentist (as the case may be).

What You Should Know About Children

To coordinate benefits for a Child the following rules apply. For a Child who is:

- *Covered by both parents* who are not separated or divorced or if they are, neither parent has primary physical custody, the coverage of the parent whose birthday occurs first in a calendar year pays first. If another carrier does not use this rule, then the other plan will determine which coverage pays first.
- *Covered by separated or divorced parents* and a court decree says which parent has financial or dental insurance responsibility, that parent's coverage pays first.
- *Covered by separated or divorced parents* and a court decree does not stipulate which parent has financial or dental insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this Child is as follows: custodial parent, Spouse of custodial parent, other parent, and Spouse of other parent.

If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

APPEALING A DENIED CLAIM OR ADVERSE BENEFIT DETERMINATION YOUR INITIAL REQUEST FOR A REVIEW

If Delta Dental does not pay all or part of your claim and you think the service should be covered, you or your representative can ask for a full and fair review of that claim. To file for a review, submit a request within 180 days of receiving the notice from Delta Dental, including the reason why you disagree with our claim decision, documents, records and any other information related to the claim. Include your name, patient's name and your identification number on all documents.

DELTA DENTAL'S REPLY

Within 30 days of receiving your request, Delta Dental will send you our written decision and indicate any action we have taken. However, when special circumstances arise, Delta Dental may require 60 days. Delta Dental will notify you in the event we require additional days. After that time, we will make the final decision on the claim based on the information we have in your file.

REVIEWING RECORDS

Upon your request, Delta Dental will provide you free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. You can review records that deal with your request from 8 a.m. to 4:30 p.m., Central Standard Time, Monday through Friday, at Delta Dental's Johnston, Iowa location. Since so many records are electronically filed, please call Delta Dental in advance so we can have copies ready for you.

Send your request to:

*Delta Dental of Iowa
P.O. Box 9010
Johnston, Iowa 50131-9010
or call 1-800-544-0718*

YOUR CERTIFICATE

Our responsibilities to you, as well as the conditions of your coverage with us, are defined in the documents that make up your contract. Your contract includes any application you submitted to us or to your employer or group sponsor, any agreement or group policy we have with your employer or group sponsor, any application completed by your employer or group sponsor, this Certificate, and any riders or amendments. All of the statements made by your employer or group sponsor or you in any of these materials will be treated by us as representations to us, upon which we may rely. We will not use the statements to deny any claim unless we've furnished you with a copy of the statement.

ELIGIBILITY ENROLLMENT REQUIREMENTS

This benefit plan includes the following eligibility enrollment requirements:

- You must apply for coverage when initially eligible or due to a Qualifying Event.
- If you do not apply for coverage when initially eligible you will not be eligible to enroll in this Plan until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.
- If you drop coverage you will not be eligible to re-enroll in this Plan, until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.

ELIGIBILITY CHANGES

QUALIFYING EVENTS

Certain events may require you to change who is covered by this Certificate. These events include:

Active Duty in the Military of an eligible Child or Spouse

Appointment as a Legal Guardian of a Child

Birth or Adoption of a Child

Care of a Foster Child (when placed in your home by an approved agency)

Completion of Full-time Schooling of an eligible Child **Death**

Divorce, Annulment, or Legal Separation

Exhaustion of COBRA Coverage

Marriage

Spouse or Child Loses Eligibility for Qualifying Dental Coverage or employer or group sponsor ceases contribution to qualifying dental coverage. In this case, your eligible Spouse and any eligible Child(ren) previously covered under the prior qualifying dental coverage are eligible for coverage under this Certificate. **Spouse's Medicaid, or Childs Medicaid or Children's Health Insurance Program (CHIP) or Healthy And Well Kids in Iowa (hawk-i)** coverage is terminated as a result of losing eligibility **or** the Eligible Covered Person becomes eligible for a premium assistance subsidy under Medicaid or CHIP. This special enrollment opportunity is provided by the Children's Health Insurance Program Reauthorization Act (CHIPRA). You must request this special enrollment opportunity within 60 days of losing Medicaid, CHIP, or hawk-i coverage or within 60 days of when eligibility for the premium assistance is determined.

TYPES OF COVERAGE

There are different categories of coverage you may hold under this Certificate:

- With *single coverage*, you are the only one covered.
- With *two-person coverage*, you and your eligible spouse or your eligible child are covered.
- With *family coverage*, you, your eligible spouse, and each of your eligible children are covered. Each eligible Covered Person must be listed on your dental application for coverage or added later as a new eligible Covered Person.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

If you have a Child and your employer receives a Medical Child Support Order recognizing the child's right to enroll in this benefit plan, your employer will promptly notify both you and the Child that the order has been received. Your employer will also inform you and the Child of the employer's procedures for determining whether the order is a Qualified Medical Child Support Order. You may obtain, without charge, a copy of QMCSO procedures from your employer or group sponsor.

NOTIFICATION OF CHANGE

You must notify us within 31 days of the date of the event that changes the status of your eligibility. Delta Dental of Iowa must be notified within 60 days of the date of the event that changes the status of your eligibility for births, adoptions, or due to a change in eligibility status for Medicaid, CHIP, or hawk-i. You can ask your employer or group sponsor to help you make this request. If a change to your eligibility is not made within 31 days of an event, the person(s) affected may lose important coverage.

WHEN COVERAGE BEGINS

Your coverage under this Certificate begins on your effective date. If you have just started a new job, check with your employer or group sponsor to find out your effective date.

Please note: Before you receive benefits under this Certificate, you have agreed in your application for coverage (or in documents kept by us or your employer or group sponsor) to release any necessary information requested about you so we can process claims for benefits. You must allow any healthcare provider or his or her employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information in your application, your benefits may be denied.

If you fraudulently use your identification card or misrepresent or conceal material facts in your application, then we may terminate your benefits.

WHEN COVERAGE ENDS

Your eligibility for coverage will terminate at the end of the month for any of these reasons:

- You become ineligible for coverage under this Certificate.

- You become unemployed. Termination of your coverage for this reason applies only if you receive your coverage through your employer or group sponsor.
- Your employer or group sponsor decides to discontinue or replace this coverage.
- We decide to terminate coverage of all similar Certificates by giving written notice to your employer or group sponsor 90 days prior to termination.

Your coverage will end if any of the following occurs:

- You use this coverage fraudulently or you fraudulently misrepresent or conceal material facts in your application. If this happens, we will recover any claim payments we made, minus any premiums paid.
- You or your employer or group sponsor fail to make payments to us when due.

Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to *terminate, amend or modify the coverage described in this Certificate at any time*. Any amendment or modification will be in writing and will be as binding as this Certificate. *If your contract is terminated, you may not receive benefits.*

CONTINUED COVERAGE (COBRA)

There are some federal and state laws that may affect your coverage with us. These laws apply to continuing your coverage when you are no longer eligible for group coverage.

Coverage Continuation Under Federal Law — COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to employers with 20 or more employees. COBRA entitles you, your eligible Spouse, and your eligible Child(ren) to a continuation of coverage under this Certificate if coverage is lost due to any of the following qualifying events:

- Death of the employee covered under this Certificate.
- Termination of employment for reasons other than gross misconduct.
- A reduction in hours causing loss of coverage.
- Divorce or legal separation.
- The employee covered under this Certificate becomes entitled to Medicare.
- Child/Children are no longer considered eligible by our eligibility rules.
- The employer from whom the covered employee retired files bankruptcy under federal law (in certain cases).

Please note: You, your eligible Spouse, or your eligible Child(ren) are responsible for notifying your employer or group sponsor of a dissolution of marriage, legal separation or a Child losing eligibility status.

If you wish to continue your coverage, you must complete an election form and submit it to your employer within 60 days of the later of the date:

- You are no longer covered; or
- You are notified of the right to elect COBRA continuation coverage.

You will be responsible for paying any premiums to your employer for the continuation of this Certificate. Depending on how you qualify, you may continue your coverage for up to 18 or 36 months.

If during the period of COBRA coverage, a Child is born to you or placed with you for adoption, the Child can be covered under COBRA coverage and can have election rights of his or her own.

If you or any other Eligible Covered Person(s) who have elected COBRA coverage is determined to be disabled under the Social Security Act during the first 60 days of continuation coverage, your COBRA coverage may

continue for up to 29 months. The 29-month period will apply to you, your eligible Spouse and/or eligible Child(ren) who elected COBRA coverage. You must provide notice of the disability determination to your employer within 60 days after the determination.

If you lose your coverage, contact your employer or group sponsor. They should help you with any necessary paperwork and let you know the cost of continuing your coverage.

Length of Coverage under COBRA

Continuation coverage ends at the earliest of one of these events:

- The last day of the 18-, 29-, or 36-month maximum coverage period, whichever is applicable.
- The first day (including grace periods, if applicable) on which timely payment is not made.
- The date on which the employer ceases to maintain any group plan (including successor plans).
- The first day on which a beneficiary is actually covered by any other group plan. However, if the new group plan contains an exclusion or limitation relating to any preexisting condition of the beneficiary, then coverage will end on the earlier of the satisfaction of the waiting period for preexisting conditions contained in the new group plan or upon the occurrence of any one of the other events stated in this section.
- The date the qualified beneficiary is entitled to Medicare benefits.

AUTHORIZED CERTIFICATE CHANGES

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions of this Certificate. This Certificate cannot be changed except:

- *Upon the effective date of any final Federal or State regulations* that change or impact benefits and coverage limitations, this Agreement will automatically amend so that the obligations they impose on Delta Dental remain in compliance with such laws and/or standards.
- *By written amendment* signed by an authorized officer and accepted by you or your employer or group sponsor as shown by payment of the monthly premium.
- *By our receipt of proper notification* that your marital or eligibility status has changed.

EFFECTS OF TERMINATION

If your coverage is terminated for fraud, misrepresentation, or the concealment of material facts:

- We *will not pay* for any services or supplies provided after the date the coverage is terminated.
- We *will retain legal rights*. This includes the right to initiate a civil action based on fraud, concealment, or misrepresentation.
- We may, at our option, *declare the coverage void*.

If your coverage is terminated for reasons other than fraud, concealment, or misrepresentation of material facts, we will stop benefits the day your coverage is terminated.

OUR RIGHT TO RECOVER PAYMENTS

PAYMENT IN ERROR

If for any reason we make payment under this Certificate in error, we may recover the amount we paid.

SUBROGATION

Once you receive benefits under this Certificate arising from an illness or injury, we will assume any legal right you have to collect compensation, damages, or any other payment related to the illness or injury, including benefits from any of the following:

- The responsible person's insurer.
- Uninsured motorist coverage.
- Underinsured motorist coverage.

- Other insurance coverage.

You and your other Eligible Covered Person(s) agree to all of the following:

- You will let us know about any potential claims or rights of recovery related to the illness or injury;
- You will furnish any information and assistance that we determine we will need to enforce our rights under this Certificate;
- You will do nothing to prejudice our rights and interests;
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting our written permission;
- You must reimburse us to the extent of benefit payments made under this Certificate if payment is received from the other party or parties;
- You and your other Eligible Covered Person(s) must notify us if you have the potential right to receive payment from someone else;
- You must cooperate with us to ensure that our rights to subrogation are protected.

OTHER INFORMATION NOTICE

If a specific address has not been provided elsewhere in this Certificate, you may send any notice to our home office:

*Delta Dental of Iowa
P.O. Box 9010
Johnston, IA 50131-9010*

Any notice from us to you is valid when sent to your address as it appears on our records or the address of the group through which you are enrolled.

NONASSIGNMENT

Benefits for Covered Services in this Certificate are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Any attempt to assign this Certificate or rights to payment without our consent will be void.

GOVERNING LAW

To the extent not superseded by the laws of the United States, this Certificate will be construed in accordance with and governed by the laws of the state of Iowa. Any action brought because of a claim under this Certificate will be litigated exclusively in the state or federal courts located in the state of Iowa and in no other.

LEGAL ACTION

No legal or equitable action may be brought against us because of a claim under this Certificate, or because of the alleged breach of this Certificate, more than two years after the end of the calendar year in which the services or supplies were provided.

INFORMATION IF YOU OR A MEMBER OF YOUR FAMILY IS ENROLLED IN MEDICAID

Assignment of Rights

This plan will provide payment of benefits for Covered Services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

Enrollment Without Regard to Medicaid

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this plan, nor will it affect our determination of any benefits paid to you.

Acquisition by States of Rights of Third Parties

If payment has been made by Medicaid and we have a legal obligation to provide benefits for those services, then we will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

YOUR ERISA RIGHTS

Your rights concerning your coverage may be protected by the Employee Retirement Income Security Act of 1974 (ERISA). Any employee benefit plan established or maintained by an employer or by an employee organization or both is subject to this federal law unless the benefit plan is a governmental or church plan as defined in ERISA. *If ERISA applies to your group, you will want to read this section carefully.*

YOUR ERISA RIGHTS

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you will be entitled to:

- Examine certain plan documents and copies of documents (such as annual reports) filed by the plan with the United States Department of Labor. You may examine these documents at the Plan Administrator's office or at specified locations. You will not be charged to examine these documents. The latest annual report is available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of certain plan documents from the Plan Administrator upon written request. The Plan Administrator may request a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report if your employer or group sponsor has 100 or more participants in your plan. The Plan Administrator is required by law to furnish you with a copy of this summary annual report.

The Responsibility of Your Employee Benefit Plan

In addition to creating rights for you and other participants, ERISA imposes duties upon the people responsible for the operation of your plan. The people responsible are called *fiduciaries* of the plan. Fiduciaries have a duty to operate your plan prudently and in the interest of you, other plan participants, and your family beneficiaries. 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 covered benefit or exercising your rights under ERISA. If your claim for a covered benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time requirements.

Steps You Can Take to Enforce Your Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request the plan document from the Plan Administrator and do not receive it within 30 days, a federal court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the document, unless the document was not sent because of matters reasonably beyond the control of the Plan 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 it should happen that 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.

Who to Contact When You Have Questions

If you have any questions about your plan, you should contact the Plan Administrator, i.e. your employer or group sponsor. If you have questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Delta Dental of Iowa
P.O. Box 9000
Johnston, IA 50131-9000**

**Hearing Impaired Toll Free: 1-888-287-7312
Toll Free: 1-800-544-0718
Local: 1-515-261-5500**

**www.deltadentalia.com
Claims@deltadentalia.com**

NOTICE OF PRIVACY PRACTICES

This Notice Describes How Medical Information About You May Be Used and Disclosed and How You Can Get Access To This Information. Please Review It Carefully.

If you have any questions about this notice, please contact Delta Dental Privacy Official.

Who Will Follow This Notice

This notice describes the medical information practices of **Delta Dental of Iowa** ("Delta Dental") and that of any third party that receives medical information from or for us to assist us in providing your dental benefits.

Our Pledge Regarding Medical Information

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the dental claims submitted for payment under your dental plan. This notice applies to all of the medical records we maintain. Your personal dentist may have different policies or notices regarding the dentist's use and disclosure of your medical information created in the dentist's office.

This notice is required by regulations (the "Privacy Rule") established under federal law (the Health Insurance Portability and Accountability Act, or "HIPAA"). This notice will tell you about the ways in which we may use and disclose medical information about you. It also describes our obligations and your rights regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

We are also required to provide notice to you of a breach of your unsecured protected health information.

How We May Use and Disclose Medical Information About You

The following categories describe different ways that we use and disclose medical information, as permitted by federal and state law. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Payment (as described in applicable regulations). We may use and disclose medical information about you to determine eligibility for benefits, to facilitate payment for the treatment and services you receive from dentists, to determine coverage under your dental plan, or to coordinate coverage. For example, we may tell your dentist about treatments you have received so Delta Dental can pay you or your dentist for covered services. Delta Dental may use information about a treatment you are going to receive in order to provide prior approval or to determine whether your dental plan will cover the treatment. Likewise, we may share medical information with another entity to assist with the adjudication or subrogation of health claims or to another health plan to coordinate benefit payments.

For Health Care Operations (as described in applicable regulations). We may use and disclose medical information about you for health care operations. These uses and disclosures are necessary to provide quality care to all subscribers and covered beneficiaries. For example, we may use medical information in connection with: conducting quality assessment and improvement activities; underwriting, premium rating, internal grievance resolution, and other activities relating to coverage; conducting or arranging for dental care review, legal services, audit services, and fraud and abuse detection programs; creating de-identified health information or limited data sets; business planning and development such as cost management; and business management and general administrative activities, such as customer service, management activities related to privacy compliance, and providing data analysis for policyholders, plan sponsors or other customers, provided that medical information identifying you will not be disclosed in or with such data analyses.

As Required By Law. We will disclose medical information about you when required to do so by federal, state or local law. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose medical information about you in a proceeding regarding the licensure of a physician.

Special Situations

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- in connection with certain research activities;
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release medical information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death we believe may be the result of criminal conduct;
- about criminal conduct on our premises; and
- in emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Your Rights Regarding Medical Information About You

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Delta Dental.

To request an amendment, your request must be made in writing and submitted to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for Delta Dental;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information which you would be permitted to inspect and copy; or
- is accurate and complete.

Right to an Accounting of Disclosures. You have the right to request an “accounting of disclosures” where such disclosure was made for any purpose other than treatment, payment, or health care operations.

To request this list or accounting of disclosures, you must submit your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information we use or disclose about you for payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your case, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request.

To request restrictions, you must make your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

You may obtain a copy of this notice at our website, www.deltadentalia.com.

To obtain a paper copy of this notice, contact Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010.

Changes to This Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice on our website. The notice will contain on the first page, in the top right-hand corner, the effective date.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with Delta Dental or with the Secretary of the Department of Health and Human Services. To file a complaint with Delta Dental, contact Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

Use of Protected Health Information for Marketing Purposes; Sale of Protected Health Information

Uses and disclosure of protected health information for marketing purposes and disclosures that constitute sale of protected health information require your written permission.

Disclosures You Authorize

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us authorization to use or disclose medical information about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. However, we are unable to take back any disclosures we have already made with your permission, and we are required to retain our records of the care that we provided to you.

Disclosures to Your Family and Friends

We may disclose your medical information to a family member, friend or other person to help with your medical care or with payment for your medical care. We may use or disclose your name, location, and general condition, or assist in the identification, location and notification of a person involved in your care.

Disclosures to Your Employer or Group Health Plan Sponsor

We will not disclose your personal medical information to your employer or group health plan sponsor unless they have elected to sign a confidentiality agreement. We may disclose summary health information about members in your group health plan to the plan sponsor to use to obtain premium bids for the dental insurance coverage offered through your group health plan, or to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses, or types of claims experience by the members in your group health plan.

Use or Disclosure of Genetic Information

We are prohibited from using or disclosing genetic information for underwriting purposes.