



# Dental Benefits Handbook



Delta Dental of South Dakota

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% Paid by  
Delta Dental

80% **Check-Ups and Routine Teeth Cleaning (*Diagnostic and Preventive Services*)**

- Routine examinations - two per coverage year.
- Routine dental cleaning (prophylaxis) - two per coverage year.
- Bitewing x-rays - two per coverage year up to age 19, and once per coverage year age 19 and over.
- Full mouth/panoramic x-rays - one in any five-year interval, unless special need is shown.
- Fluoride applications - two per coverage year up to age 19.
- Space maintainers (fixed, band type) on primary posterior teeth up to age 14.
- Dental sealants - once for unrestored 1st and 2nd permanent molars of children up to age 16.

80% **Cavity Repair/Fillings and Tooth Extractions (*Routine and Restorative Services*)**

- Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings. If a tooth-colored filling is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling.
- Extractions and other oral surgery.
- Emergency treatment for relief of pain.

50% **Root Canals (*Endodontics*) and Gum and Bone Diseases (*Periodontics*)**

- Root canals.
- Treatment of diseases of the tissues supporting the teeth.

50% **Crowns, Bridges, Dentures, and Dental Implants (*Major Services*)**

- Crowns when teeth cannot be restored to form and function with a routine filling.
- Prosthetics - bridges, partial dentures, complete dentures, and dental implants.

None **Braces (*Orthodontics*)**

- Treatment necessary for the proper alignment of teeth.

**Deductible:** \$35 per person per coverage year not to exceed \$105 per family. The deductible does not apply to diagnostic or preventive services.

**Annual Maximum Benefit:** \$1,000 per person per coverage year. All services are subject to the annual maximum benefit and will not be paid if your annual maximum benefit has been reached.

**Coverage Year:** July - June

New employees will be eligible on the first day of the month following 30 days of employment.

Dependent children are covered to age 19. Unmarried dependent children who are full-time students will be covered to age 25.

# Smile Smart for Your Health

Delta Dental of South Dakota's Smile Smart for Your Health enhanced benefits program integrates medical and dental care - customizing benefits at the individual level by offering services to people with specific health conditions that can be positively affected by additional oral health care. Delta Dental enrollees with diabetes, pregnancy, periodontal disease, high-risk cardiac conditions, kidney failure/dialysis, suppressed immune systems or cancer-related chemotherapy and/or radiation all qualify for additional services. The program also includes benefits to aid in the fight against oral cancer. If you have any of these conditions, let your dentist know. Your dental office will note your condition on your claim form.

*\* Note: Periodontal maintenance cleanings are covered under the "Root Canals and Gum and Bone Diseases" category, not the "Check-Ups and Routine Teeth Cleaning" category. Your dentist may or may not charge for exams related to added periodontal maintenance or cleanings. The additional exams are not included with the enhanced benefits of additional periodontal maintenance or cleanings.*

## **Benefits for People with Periodontal (Gum) Disease**

Enrollees with periodontal disease are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year. Enrollees are also eligible for two applications of fluoride varnish in a benefit year.

## **Benefits for People with Diabetes**

Enrollees with diabetes are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year.

## **Benefits for Pregnant Women**

Pregnant enrollees are eligible for one additional prophylaxis or periodontal maintenance visit during the time of the pregnancy.

## **Benefits for People with High-Risk Cardiac Conditions**

Enrollees with high-risk cardiac conditions are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year. Conditions include: a history of infective endocarditis; certain congenital heart defects such as having one ventricle instead of the normal two; individuals with artificial heart valves; heart valve defects caused by acquired conditions like rheumatic heart disease; hypertrophic cardiomyopathy, which causes abnormal thickening of the heart muscle; individuals with pulmonary shunts or conduits; and mitral valve prolapse with regurgitation (blood leakage).

## **Benefits for People with Kidney Failure or Who are Undergoing Dialysis**

Enrollees with kidney failure or who are undergoing dialysis are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year.

## **Benefits for People Undergoing Cancer-Related Chemotherapy and/or Radiation**

Enrollees who are undergoing cancer-related chemotherapy and/or radiation are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year. Enrollees are also eligible for two applications of fluoride varnish in a benefit year.

## **Benefits for People with Suppressed Immune Systems**

Enrollees who have suppressed immune systems due to HIV- positive status, organ transplant, and/or stem cell (bone marrow) transplant are eligible for up to four teeth cleanings, either prophylaxis or periodontal maintenance, in a benefit year. Enrollees are also eligible for two applications of fluoride varnish in a benefit year.

## **Benefits to Help in the Fight Against Oral Cancer**

The brush biopsy is a powerful tool in the early detection of oral cancer/precancerous cells and represents a major breakthrough in the fight against oral cancer. The procedure is used to evaluate unexplained tiny white and red lesions.

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## Welcome

Delta Dental of South Dakota has been selected by your employer to provide your group dental coverage. All of us at Delta Dental are pleased to bring these important benefits to you and any dependents you have enrolled for coverage.

It is important for you to read this dental benefit handbook with the summary of benefits page inserted. The summary of benefits lists the specific benefits of your group dental coverage. Together, the dental benefit handbook and the summary of benefits are your certificate of insurance.

This handbook is not the insurance policy. It is merely evidence of insurance provided under the contract between Delta Dental and your employer. All benefits are paid according to the terms, conditions and provisions of your group's contract. This handbook describes the essential features of such insurance. This handbook replaces and supersedes all booklets, endorsements and riders that we may have previously issued to you prior to the effective date of this handbook. The contract issued to your employer is the complete document of insurance and governs all claims processing. It will serve as Delta Dental's primary resource when answering questions regarding your dental claims. You may examine your group's contract any time by contacting your employer or Delta Dental during normal business hours.

# Definitions

**Alternate benefit** is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.

**Amalgam** is a silver material used to fill cavities that is placed on the tooth surface (that is used for chewing) because it is a particularly durable material.

**Annual maximum benefit** is the maximum benefit each member is eligible to receive for certain covered services in a coverage year. The annual maximum benefit is reached from claims settled under this handbook in a coverage year. This amount is shown on the summary of benefits sheet. Refer to the summary of benefits sheet to see if you have a separate lifetime benefit for orthodontics (braces), TMJ, or implant services.

**Apicoectomy** is a surgical removal of the apex or tip of a root in order to remove diseased tissue.

**Approved amount** is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan's payment as well as the patient's deductible and/or co-insurance.

**Benefits** are services covered under a dental plan.

**Caries** is a term that is used for tooth decay.

**COBRA** or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.

**Co-insurance** is the percentage of dental expenses you pay after the deductible is met, until you reach your annual maximum benefit.

**Co-payment** is a fixed dollar amount paid each time certain covered services are received.

**Completion date** is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.

**Composite** is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.

**Coverage percentage** means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.

**Coverage year** is the 12-month period over which a group's deductibles, maximums and other provisions apply. This may or may not be the same as a calendar year. Also known as the benefit year. Your coverage year is shown on the summary of benefits sheet at the front of this handbook.

**Crown** is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.

**Debridement** is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.

**Deductible** is the dollar amount you pay for covered services in a coverage year before benefits are available under this handbook. This amount is shown on the summary of benefits sheet in the front of this handbook. The family deductible is reached from deductible amounts paid on behalf of any combination of members.

**Dependents** are a subscriber's spouse, and children (under age 19, unless otherwise noted on the summary of benefits sheet at the front of this handbook).

**Dentures (complete/partial)** replace missing permanent teeth with a removable set of artificial teeth.

**Endodontist** is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.

**Exclusion** is a dental service or procedure not covered by a dental program.

**Explanation of benefits** is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.

**Fluoride** is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.

**General anesthesia** is a patient induced state of unconsciousness determined by the provider to complete treatment.

**General dentist** is a dentist who provides a full range of dental services for the entire family.

**Health Insurance Portability and Accountability Act of 1996** is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.

**ID number** is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.

**Implant** is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.

**Late enrollee** is a subscriber or dependent that does not enroll in the plan when initially eligible.

**Lifetime maximum** means that, in a member's lifetime, total benefits are limited by dollar amount for the benefit category of orthodontics (braces). This amount is shown on the summary of benefits sheet.

**Limitations** are restricting conditions — such as age, period of time covered, and waiting periods — under which a group or individual is insured.

**Maximum coverage year benefit** is the maximum dollar amount a program will pay toward the cost of dental care incurred by an individual or family in a specified period, usually a calendar year.

**Non-participating dentist** is a state-licensed dentist who does not have a written participation agreement with Delta Dental.

**Open enrollment** is the once a year time period (usually the first month of your coverage year, as shown on the summary of benefits sheet) in which an employee can enroll in the plan or make changes to their coverage (e.g. change from single coverage to family).

**Orthodontics** is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.

**Orthodontist** A dentist who corrects misaligned teeth and jaws, usually by applying braces.

**Oral surgeon** is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.

**Participating dentist** is a licensed dentist who has signed a Delta Dental service agreement. Delta Dental's payment and the patient's payment, if any, are to be accepted by the contracting dentist as payment in full. Delta Dental's payment is sent directly to the contracting dentist. To find a participating dentist go to [www.deltadentalsd.com](http://www.deltadentalsd.com). Under the "Looking for a Dentist?" section click on "Dentist Search". Then select "Delta Dental Premier" and enter your city or zip code.

**Pediatric dentist** is a dentist who generally limits his/her practice to children and teenagers. Also known as Pedodontist.

**Periodontist** is a dentist who treats diseases of the gums.

**Periodontal scaling/root planing** is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.

**Primary insurance** is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.

**Prophylaxis** is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.

**Pulpotomy** is a partial removal of the pulp.

**Radiograph** is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as x-ray.

**Root canal therapy** is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.

**Sealant** is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.

**Secondary insurance** is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.

**Space maintainer** is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.

**Subscriber** means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.

**Summary of benefits** is a listing of the specific benefits and benefit limitations for dental services provided under the terms of your group's contract. The summary of benefits is provided as a sheet inserted in this handbook.

**Treatment plan** is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.

**Waiting period** is a period of time defined by the dental contract before benefits are covered.

**Wisdom tooth** is the adult molar tooth, also called a third molar, that is furthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.

**X-ray** is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.

## Participating Dentists

Participating dentists signed an agreement with Delta Dental and agree to abide by certain guidelines, such as not charging Delta Dental subscribers more than the pre-approved fees. This may result in savings. When you receive services from dentists who participate with Delta Dental of South Dakota or any other Delta Dental, all of the following statements are true:

- Participating dentists agree to file claims for you.
- Claims are paid directly to participating dentists. You are responsible to pay your dentist for any deductible, coinsurance, or non-approved charge.
- Participating dentists agree to file a Predetermination of Benefits when you have a treatment plan exceeding \$500.

## Non-Participating Dentists

When you receive services from non-participating dentists, you will not receive any of the advantages that our agreement offers. As a result, when you receive services from non-participating dentists, all of the following statements are true:

- Non-participating dentists do not accept Delta Dental's pre-approved fees. This means you are responsible for any difference between their charge and what Delta Dental pays.
- Non-participating dentists are not responsible for filing your claims.
- Claims are paid to you. You are responsible for paying your dentist for claims as well as any deductible, coinsurance, or non-approved charge.
- Non-participating dentists do not agree to file Predetermination of Benefits for you.
- Non-participating dentists may charge for "infection control", which includes the costs for services and supplies associated with sterilization procedures. You are responsible for any extra charges billed by a non-participating dentist for "infection control." (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, Delta Dental dentists incorporate these costs into their normal fees and do not charge an additional fee for "infection control.")

### Delta Dental's Claim Payment

Our policy is to send our payment for treatment after it is completed – not before. For example, we will send payment when:

- A crown is placed.
- A fixed or removable prosthesis is placed.
- A root canal is filled.

## **Maximum Plan Allowance (MPA)**

The maximum plan allowance is the amount that Delta Dental will pay for a service, supply, or dental procedure. The maximum plan allowance is established by Delta Dental of South Dakota and is developed from various sources, such as agreements with dentists, input from dental consultants, the simplicity or complexity of the procedure, and the charges for procedures by dentists in South Dakota.

For services billed by dentists outside of South Dakota, the maximum plan allowance is based on information from that state's Delta Dental.

# **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 coverage year, unless otherwise noted on the summary of benefits sheet at the front of this handbook.*

#### **Oral Evaluations (Exams)**

*Limitation: Dental examinations are a benefit only twice per coverage year.*

#### **Fluoride Applications**

*Limitation: Fluoride applications are a benefit only when applied by dental professionals. Fluorides are a benefit only once per year for unmarried dependent children under age 19, unless otherwise noted on the summary of benefits sheet at the front of this handbook.*

#### **X-Rays (Radiographs)**

##### **Bitewing X-Rays**

*Limitation: Bitewing x-rays, regardless of the number taken, are a benefit once per coverage year, unless otherwise noted on the summary of benefits sheet at the front of this handbook.*

##### **Full-Mouth/Panoramic X-Rays**

Full-mouth x-rays are a combination of individual x-rays such as periapicals, bitewings or occlusal films taken by a dentist on the same service date.

*Limitation: Full-mouth or panoramic x-rays are a benefit once every 5 years, unless otherwise noted on the summary of benefits sheet at the front of this handbook.*

##### **Occlusal and Extraoral X-Rays**

*Limitation: These x-rays are a benefit once per coverage year.*

##### **Periapical X-Rays**

*Limitation: These x-rays are a benefit on an as needed basis determined by your dentist, not to exceed benefits/limitations outlined as full-mouth x-rays.*

#### **Sealant Applications**

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

*Limitation: Sealant applications are a benefit once for unrestored 1st and 2nd permanent molars for eligible dependent children up to age 16, unless otherwise noted on the summary of benefits sheet at the front of this handbook.*

*Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a filling/restoration are not a benefit.*

### **Space Maintainers for Missing Primary Back Teeth**

*Limitation: Space maintainers are a benefit only for eligible dependent children up to age 14.*

## **Cavity Repair/Fillings and Tooth Extractions**

### ***Routine and Restorative Services***

#### **Emergency Treatment (Palliative Treatment)**

Emergency treatment for temporary relief of dental pain or infection.

#### **General Anesthesia/Sedation**

*Limitation: General anesthesia and intravenous sedation are benefits only when provided in conjunction with six or more routine extractions, surgical extractions and other covered surgical procedures and when billed by the treating dentist.*

#### **Routine Restoration of Decayed or Fractured Teeth**

Restoring the tooth with silver (amalgam) fillings, tooth colored (composite/resin) fillings, and pre-formed or stainless steel restorations.

*Limitation: If a tooth colored filling is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference. These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.*

#### **Routine Oral Surgery**

Including removal of teeth, and other surgical services to the teeth or immediate surrounding hard and soft tissues that are being performed due to disease, pathology, or dysfunction of dental origin.

## **Root Canals**

### ***Endodontic Services***

#### **Apicoectomy/Periradicular Surgery**

Surgery to repair a damaged root as part of root canal therapy or to correct a previous root canal.

#### **Pulpotomy**

Removing the coronal portion of the pulp as part of root canal therapy. When performed on a baby (primary) tooth, pulpotomy is the only procedure required for root canal therapy.

#### **Retrograde Fillings**

Sealing the root canal by preparing and filling it from the root end of the tooth.

## **Root Canal Therapy**

Treating an infected or injured pulp to retain tooth function. This procedure generally involves removal of the pulp and replacement with an inert filling material.

*Limitation: If retreatment is required, it is a benefit following 24 months from the completion of the original root canal and limited to one retreatment per tooth.*

## **Gum and Bone Diseases**

### ***Periodontal Services***

Procedures in this category should receive our review before they are performed. See *Predetermination of Benefits*.

### **Full Mouth Debridement (Difficult Cleaning)**

*Limitation: Full mouth debridement is a once in a lifetime benefit if you have no history of a dental cleaning with Delta Dental.*

### **Conservative Periodontal Procedures (Root Planing and Scaling)**

Removing contaminants such as bacterial plaque and tartar (calculus) from a tooth root to prevent or treat disease of the gum tissues and bone which support it.

*Limitation: Conservative periodontal procedures are a benefit only once every 24 consecutive months for each quadrant of the mouth.*

### **Complex Periodontal Procedures**

Various surgical interventions designed to repair and regenerate gum and bone tissues that support the teeth.

*Limitation: Complex periodontal procedures are a benefit once in 36 months/3 years for each quadrant of the mouth for natural teeth only. A quadrant is one of the four equal sections of the mouth into which the jaws can be divided.*

### **Periodontal Maintenance Therapy**

Includes various maintenance services such as pocket depth measurement, dental cleaning (oral prophylaxis), removal of stain, and root planing and scaling.

*Limitation: This procedure must follow conservative or complex periodontal therapy and is allowable twice per coverage year. This procedure replaces the dental cleaning benefit (prophylaxis) described under Check-Ups and Teeth Cleaning earlier in this section.*

## **Single Crowns (Cast or Indirect), Inlays, Onlays**

### ***Major Restorations***

### **Major Restorations for Complicated Tooth Decay or Fracture**

Restoring a tooth with a cast filling (including local anesthesia) when the tooth cannot be restored with a silver (amalgam) or tooth colored (composite) filling.

*Limitation: Procedures in this category are available once every 5 years beginning from the date the major restoration is cemented in place. This includes teeth crowned and then extracted within the five year*

*period and replaced with a bridge or implant crown. Procedures in this category are not a program benefit under age 12.*

### **Crowns**

Restoring form and function by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown. Crowns are a benefit only if the tooth cannot be restored with a routine filling.

*Limitation: Crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), allergies, or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit. Crowns are a benefit following root canal treatment only when significant amount of tooth structure is missing due to decay and/or fracture and cannot be restored with a routine filling. If sufficient tooth structure remains, benefits are not allowed.*

*Coverage for an all porcelain/resin crown (non-metal) is limited to the six front (anterior) teeth on both the upper and lower jaw/arch. An alternate benefit will be made (porcelain to metal on bicuspids and 1st molars; cast metal for 2nd and 3rd molars).*

*Coverage for a porcelain/resin to metal crown is limited to the front teeth through your first molar on both the upper and lower jaw/arch. An alternate benefit of cast metal crown will be made for 2nd and 3rd molar teeth.*

*Crown replacement due to porcelain fracture is not a benefit.*

### **Inlays Restorations**

Restoring a tooth with a cast metallic or porcelain filling.

*Limitation: **Inlays are limited to the amount paid for a silver (amalgam) filling.** If a tooth colored material is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference. These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.*

### **Onlays Restorations**

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration. The same criteria for crown coverage applies to onlays.

### **Posts and Cores**

Preparing a tooth for a cast restoration after a root canal when there is insufficient strength and retention.

### **Recementation of Major Restorations**

*Limitation: Benefits are limited to once per lifetime.*

## **Bridges, Dentures, and Implants**

### ***Prosthetics – Fixed or Removable***

Prosthetics are fixed bridgework, partial and complete dentures, and implants used to replace missing permanent teeth. Bridges and dentures (partial or complete) are a benefit once every 5 years from the date they are placed and then only if the existing prosthetic is unserviceable whether or not Delta Dental paid for the original dental procedure under this plan. Fixed bridges and partial/complete dentures or implants are provided when chewing function is impaired due to missing teeth. Procedures in this category are not a program benefit under the age of 16.

#### **Bridges**

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Also covered are bridge repairs. *Limitation: Bridges which are supported by dental implants are limited to the amount paid for a bridge supported by natural teeth. Dental implants are not a benefit unless noted on the summary of benefits sheet at the beginning of this handbook.*

#### **Dentures (Complete and Partial)**

Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also covered.

*Limitation: Dentures which are supported by surgically placed dental implants will be limited to the amount paid for a conventional complete denture. Dental implants are not a benefit unless noted on the summary of benefits sheet at the beginning of this handbook.*

#### **Denture Adjustments**

*Limitations: Denture adjustments will be limited to two per denture per coverage year after 6 months has elapsed since initial placement.*

#### **Denture (Complete and Partial) Relines**

*Limitations: Denture relines will be limited to once every three years.*

#### **Denture (Complete and Partial) Rebase**

*Limitations: Dentures and/or denture rebase will be limited to once every five years.*

#### **Implants**

Coverage is provided when chewing function is impaired due to missing teeth and could include surgical placement or removal of implants or attachments to implant.

#### **Tissue Conditioning**

*Limitation: Tissue conditioning is limited to two per denture every 36 consecutive months.*

## **Braces**

### ***Orthodontics***

Orthodontics are services for the proper alignment of teeth.

*Limitation: Please refer to the summary of benefits sheet at the beginning of this handbook to see if you have this coverage.*

**Limitation:** Invisalign orthodontic treatment is considered optional treatment. If provided, the benefit will be approved for standard orthodontic care and you will be responsible for any difference in fee.

When an orthodontic treatment plan is submitted and approved, Delta Dental of South Dakota will make an initial payment of up to \$1,000. If your lifetime orthodontic maximum (see summary of benefits sheet at the beginning of this handbook) is greater than \$1,000, a second payment will be made 12 months later as long as coverage still exists.

If orthodontic treatment is stopped for any reason before it is completed, Delta Dental of South Dakota will pay only for services and supplies actually received. No benefits are available for charges made after treatment stops.

Delta Dental's payment for treatment in progress extends only to the months of treatment received while covered under the plan. Delta Dental will determine the months eligible for coverage.

### **Diagnostic Cast**

*Limitation:* Diagnostic cast is a benefit only in conjunction with orthodontic treatment.

## Services not Covered

This handbook *does not* provide benefits for dental treatment listed in this section. Even if the treatment is not specifically listed as an exclusion, it may not be covered. Call us at 1-877-841-1478 if you are unsure if a certain service is covered.

## Exclusions

### **Allergies**

You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.

### **Anesthesia or analgesia**

You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.

### **Broken appointments**

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

### **Cleaning of prosthetic appliance**

Your plan does not cover the cost of cleaning removable partials or dentures.

### **Completion of form**

Your plan does not cover any charges to complete forms.

**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 unless otherwise noted on the summary of benefits sheet at the front of this handbook.

**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 a cleft palate.

**Controlled release device**

You are not covered for services or supplies used 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.

**Crowns not meant to restore form and function**

You are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.

**Desensitization materials**

You are not covered for desensitization materials or their application.

**Drugs**

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

**Duplicate dentures**

Your plan does not cover any charges for the duplication of dentures.

**Duplication of dental records**

Your plan does not cover any charges for the duplication of dental records.

**Effective date**

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

**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 trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

**General anesthesia/sedation**

General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.

**Government programs**

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

**Implants**

You are not covered for any dental implants which are surgically placed in the jawbone. You are also not covered for the attachment of any device to a surgically placed implant in the jawbone, unless otherwise noted on the summary of benefits sheet at the front of this handbook.

**Incomplete services**

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

**Indirect pulp caps**

You are not covered for indirect pulp caps.

**Infection control**

You are not covered for separate charges for “*infection control*,” which includes the costs for services and supplies associated with sterilization procedures. Participating 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 a lost or stolen dental appliance or charges for duplicate dentures.

**Medical services or supplies**

You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.

**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.

**Night guard/occlusal guards**

Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction. Refer to the summary of benefits sheet at the front of this handbook.

**Orthodontic appliances repair or replacement**

Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.

**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 contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.

**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, unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet at the front of this handbook.

**Periodontal splinting**

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

**Provisional (temporary) 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.

**Sealants for primary teeth, wisdom teeth, or restored teeth**

You are not covered for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration. Coverage only applies to 1<sup>st</sup> and 2<sup>nd</sup> permanent molars, non-decayed, non-restored. This is a once in a lifetime benefit per eligible tooth.

**Services provided in other than office setting**

You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.

**Specialized services**

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

**Temporary or interim procedures**

You are not covered for temporary or interim procedures.

**Temporomandibular joint (TMJ) dysfunction**

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy, unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet at the front of this handbook.

**Termination**

Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.

**Tooth colored fillings**

Composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

### **Treatment by other than a licensed dentist**

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

### **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.

## **Predetermination of Benefits**

A predetermination of benefits tells you and your dentist what is covered and how much will be paid on your treatment plan. It also determines that services are dentally necessary and appropriate.

### **When to submit a treatment plan**

After an examination, your dentist may recommend a treatment plan. If the plan involves crown(s), bridgework, dentures, or implants costing over \$500 ask your dentist to send the treatment plan with x-rays to Delta Dental. If your dentist is a non-participating dentist, you will need to send the treatment plan, x-rays and supporting information to the address below. Delta Dental will determine benefit coverage, what portion of the cost we will pay and what portion you will be responsible for. You and your dentist will receive a predetermination of benefits form with this information on it. The predetermination of benefits is valid for 120 days from the date issued. Before you schedule dental appointments, you and your dentist should discuss the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

Predetermination of Benefits  
Delta Dental of South Dakota  
PO Box 1157  
Pierre, SD 57501

### **The treatment plan review**

Once we receive the treatment plan and proper documentation, we will let your dentist know if the treatment plan is approved. We will take one of the following actions:

- accept it as submitted.
- recommend an alternative benefit.
- deny the treatment plan because:
  - the procedure is not a benefit under your policy;
  - you did not receive an evaluation after we asked you to; or
  - the procedure is not dentally necessary and appropriate.

### **Appeal**

If we deny a treatment plan, you or your dentist can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to get an evaluation from another dentist. We will pay for the evaluation.

**Please note:** Although we may approve a treatment plan, we are not liable for the actual treatment you receive from your dentist.

# 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.

## Notice of claim

An enrollee must give us written notice of a claim within one year after any loss covered by the policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the insured and their ID number.

## Claim forms

A participating dentist will submit claims for you. If you receive services from a non-participating dentist who does not file a claim for you, you can contact us at 1-877-841-1478 for a claim form or go to [www.deltadentalsd.com](http://www.deltadentalsd.com). Click on “Subscribers”, then “Forms”. If you submit your own claim form, you will satisfy the requirements of written proof of loss by sending written or electronic proof as described below. The proof must describe the occurrence, extent and nature of the loss. You can send the claim form to:

Claims  
Delta Dental of South Dakota  
PO Box 1157  
Pierre, SD 57501

## Proof of loss

Written or electronic proof of loss must be sent to Delta Dental. Written or electronic proof must be given within one year after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

## Legal actions

No lawsuit or action in equity can be brought to recover on this policy: (1) before 60 days following the date proof of loss was given; or (2) after 3 years following the date proof of loss is required.

## When to file your claim

After your procedure is completely finished, you should file a claim if your dentist has not filed one for you.

## Reasons your claim may be denied

Even though a procedure may appear in the *Benefits* section of this policy, you should note that before you are eligible to receive benefits, we consider the following:

### Is the procedure dentally necessary?

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

### Is the procedure dentally appropriate?

- The treatment is the most appropriate procedure for your individual circumstances.

- The treatment is consistent with professionally recognized standards of dental care and complies with criteria adopted by Delta Dental.
- The treatment does not cost more than alternative procedures that would be equally effective. **If you receive alternative services other than the least costly, you are responsible for paying the difference.**

### Is the procedure subject to limitations or exclusions?

- Procedures that are not dentally necessary or appropriate.
- Procedures that are not covered by this policy. See *Services not Covered* section.
- Procedures that have limitations associated with them. For example, teeth cleaning is covered twice per coverage year. More frequent teeth cleaning is usually not a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See the *Benefits* section for a description of covered procedures and limitations associated with certain procedures.
- Procedures that have reached the annual maximum benefit. See the summary of benefits sheet at the beginning of this policy.
- Any difference between the charge and what Delta Dental allows. **Please note: This only applies if you receive services from a non-participating dentist.**

### Delta Dental's reply

Within 30 days of receiving your request, we will send you a written decision and indicate any action taken. However, when special circumstances arise, Delta Dental may require 60 days. We will notify you in the event that we require additional days.

### Reviewing records

If you would like copies of records relevant to your claim, contact us at the following address or call 1-877-841-1478. Please allow two business days for us to process your request.

Delta Dental of South Dakota  
 PO Box 1157  
 Pierre, SD 57501

## Coordination of Benefits

### Filing when you have other coverage

Coordination of benefits is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given treatment plan. Dual coverage does not affect benefit frequency limitations (i.e. If you are covered under two policies and each policy allows for two exams and two cleanings per year you will only be eligible for two exams and two cleanings, not four exams and four cleanings).

If a subscriber or eligible dependent is covered for dental benefits or services by another dental contract, arrangement, or insurance policy, Delta Dental's liability for payment will be determined on the following basis:

1. The benefits of the plan which covers the person as an employee, member or subscriber are determined before those of the plan which covers the person as a dependent;
2. If two or more plans cover the same child as a dependent of different persons:

- a) 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;
  - b) If both parents have the same birthday\*, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
  - c) If the other plan does not have the rule described in section 2a) but has a rule based upon the gender of the parent and, 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;
3. If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in the following order:
- a) First, the plan of the parent with custody of the child;
  - b) Second, the plan of the spouse of the parent with custody of the child; and
  - c) Third, the plan of the parent not having custody of the child.
  - d) There are no benefits available under the plan of the spouse of the parent without custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, the benefits of that plan are determined first.

\*The term “birthday,” as used in this section, means the month and day, rather than the year, in which the person was born.

### **Right to receive and release needed information**

Delta Dental has the right to decide the facts it needs to apply these rules. Delta Dental may get needed facts from or give them to any other organization or person without the consent of the insured but only as needed to apply these coordination of benefits rules. Medical and dental records remain confidential as provided by applicable state and federal law. Each person claiming benefits under this plan must give Delta Dental any facts it needs to process the claim.

### **Right of recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under coordination of benefits, it may recover the excess, at its option, from one or more of: (1) the persons it has paid or for whom it has paid; (2) insurance companies; or (3) other organizations. The “amount of payments made” includes the reasonable cash value of any benefits provided in the form of services.

## **Eligibility**

### **Covered employee**

You are eligible for coverage under your group’s contract while you are a regular employee of the group who averages the number of hours as determined by the group’s contract and who has completed any waiting period indicated on the summary of benefits. You may also be covered by your group’s contract if

you no longer meet these conditions but have elected to continue coverage as described in the **Continued Coverage (COBRA)** section of this handbook.

## Covered dependents

If you are enrolled for family coverage, the following persons may be covered under your group's contract as your dependents:

1. Your lawful spouse.
2. Your dependent children including step- and adopted children and children placed for adoption with you.
3. If up to age 19 - unmarried dependent children who are full-time students at a high school, accredited school, college or university. The number of hours required per semester for a full-time student is based on the school's definition, although this is generally 12 hours or more. Full-time students will not be covered under this plan when they are not attending school (i.e. if they take a semester off). Full-time students will not be covered over the summer if they do not resume school as a full-time student in the fall (unless your employer has determined otherwise). Please see your summary of benefits sheet for age limitations.
4. Children dependent on you because of physical or mental incapacity.
5. Dependents in military service are not covered by your group's contract.
6. Dependents no longer meeting the above requirements because of divorce or separation from an Eligible Employee, or the end of a child's dependency status may elect to continue coverage. Please see the **Continued Coverage (COBRA)** section of this handbook.

## Effective dates of coverage

You are covered by your group's contract beginning on the first day the contract becomes effective or as determined by your group's contract. Your eligible dependents are covered beginning on the first day you become covered under your group's contract if you elect coverage for them. Changes in enrollment due to birth or adoption must be received by Delta Dental within sixty days of the birth or adoption. An eligible employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The eligible employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

## Changes in coverage

You may change your enrollment in this dental plan if you experience a qualifying event such as a change in marital status, the acquisition of a dependent or the loss of coverage through your spouse's plan. The enrollment change will be effective the first of the month following the qualifying event. Notification of this enrollment change must be received by Delta Dental within 30 days of the qualifying event. The change in coverage must be consistent with the qualifying event. You may change your enrollment without a qualifying event if an open enrollment period is offered by the group. Elective coverage changes can be considered by Delta Dental only at that time. **Notices.** Notice to your employer or Delta Dental will be considered sufficient if mailed to each party's regular office address. Notices to you, as a subscriber, will be considered sufficient if mailed to your last known address or the last known address of your group. It is the responsibility of your group to notify you regarding changes or termination of your coverage.

## **Termination of coverage**

Your coverage and that of your covered dependents ceases on the day you or your covered dependents are no longer eligible (check with your employer) or the day your group's contract is terminated. If you or your dependents lose eligibility under the plan, you or your dependents may elect to continue coverage as described in the **Continued Coverage (COBRA)** section of this handbook. A dental procedure is incurred on the date it is completed. Dental procedures are considered for benefits if they are incurred during the contract term and a claim is filed within six months after the date it is incurred.

## **Qualified Medical Child Support Order (QMCSO)**

If you have a dependent 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 dependent that the order has been received. Your employer also will inform you and the dependent of the employer's procedures for determining whether the order is a Qualified Medical Child support Order.

Within a reasonable time after receiving the order, your employer will decide whether the court order is a qualified Medical Child Support Order and will notify you and the dependent of that determination.

# **Continued Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows you to self-pay for continued dental coverage in certain circumstances where your coverage through a group dental plan would otherwise end. This section outlines your continued dental coverage rights under the COBRA legislation.

## **Qualifying event for continued coverage**

A qualifying event is an occurrence causing a covered employee, spouse or dependent to lose group dental coverage, qualifying them for continued coverage under the COBRA extension.

## **Continued coverage for employees**

Continued coverage is an option for employees if any of the following qualifying events occurs: Termination of employment (voluntary or involuntary, except for reasons of gross misconduct) or reduction of hours.

## **Continued coverage for the spouse of an employee**

Continued coverage for the spouse of an employee is an option if coverage is lost because any of the following qualifying events occur:

- Death of the spouse-employee.
- Termination of the spouse-employee's job for other than gross misconduct.
- Reduction of the spouse-employee's hours.
- Divorce or legal separation from the spouse-employee.
- Enrollment of the spouse-employee in Medicare.

## **Continued coverage for a dependent child**

Children born to or adopted by an employee while the employee is on COBRA continuation coverage are eligible for COBRA continuation coverage as dependents of the employee. Continuation coverage for a dependent child of an employee is an option if any of the following qualifying events occur:

- No longer a dependent child as defined by this dental plan.
- Death of the parent-employee.
- Termination of the parent-employee's job for other than gross misconduct.
- Reduction of the parent-employee's hours.
- Divorce or legal separation of the parents.
- Parent-employee is enrolled in Medicare.
- The child is born to or adopted by the employee while the employee is on continued coverage.

## **Length of continued coverage**

Your dental care coverage may continue according to the following schedule:

18 months: If qualifying event is job termination or reduction of hours.

29 months: For qualified beneficiaries who are totally disabled under Social Security either at the time of the qualifying event or during the first 60 days of COBRA continuation coverage.

36 months: For all other qualifying events (including death, divorce and over age dependent).

## **Notification process**

Your employer will advise Delta Dental if you lose coverage under this dental plan due to one of the qualifying events listed. You will be notified of your self-pay options and the dental plan's monthly costs. You will then have up to 60 days to decide whether to purchase continued coverage.

If your spouse or dependent child loses coverage due to one of the qualifying events listed, the person seeking the coverage extension must notify your employer. This individual will be informed of his or her self-pay options and will have 60 days from the qualifying event or notice of the qualifying event to decide whether to purchase the coverage.

## **Termination of continued coverage**

Continued coverage following a qualifying event is a right provided by COBRA legislation. It is important to note, however, that continued dental coverage can be terminated for any of these reasons:

- An individual fails to make a timely premium payment.
- The employer ceases to offer a group dental plan.
- Coverage begins under another group dental plan as a result of employment or remarriage.
- An individual enrolls in Medicare after electing COBRA continuation and then becomes qualified for Medicare.
- A qualified beneficiary finds new coverage, unless the new coverage contains a pre-existing condition limitation that affects the benefits available to the qualified beneficiary under the new coverage.

A person with continued dental coverage who finds new coverage with a pre-existing limitation will be allowed to maintain the continued coverage even though he or she is otherwise covered by a new dental plan.

If you have any questions about continued dental benefits, the human resources department at your company should be able to help you.

# Rights of Recovery (Subrogation)

Delta Dental has the right to recover claim payments made to you should you be compensated for damages by another party. (e.g. If you are in an accident and Delta Dental pays a claim for dental problems caused by the accident, we can request a refund from you if you receive compensation from the other party (or their insurance company) involved in the accident.

# Delta Dental's Liability

In no instance is Delta Dental liable for any conduct, including but not limited to tortuous conduct, negligence, or wrongful acts or omissions by any person, including but not limited to subscribers, dentists, dental assistants, dental hygienists, hospitals or hospital employees receiving or providing services. In no instance is Delta Dental liable for services of facilities that, for any reason, are unavailable to you.

# Grievance Procedures

Delta Dental will attempt to resolve the grievance or benefits determination appeal through informal discussions, consultations or conferences. In the event that the grievance or appeal remains unresolved, the subscriber or covered dependent, or his/her representative has the right to appear before Delta Dental's Professional Review Committee to present written or oral information and to question the committee.

## Time limitations for resolution

Delta Dental will attempt to resolve all grievances within 30 calendar days after receipt by Delta Dental. Delta Dental will inform the subscriber or covered dependent of its decision in writing. If the appeal is denied in whole or in part, the notice will include the following information:

- (a) The specific reason(s) for the denial of the appeal;
- (b) Reference to the specific contract provision(s) on which the denial is based;
- (c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- (d) A statement describing any voluntary appeal procedures offered by Delta Dental and the claimant's right to obtain information about such procedures, and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA;
- (e) If an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to the claimant upon request;
- (f) If the denial of the appeal was based on a dental necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the contract to the claimant's dental circumstances, or a statement that such explanation will be provided free of charge upon request; and

(g) The following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

If the grievance cannot be resolved within 30 days from receipt by Delta Dental, Delta Dental will notify the subscriber, covered dependent, or his/her representative in writing that it intends to extend the period of time for resolution an additional thirty (30) days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All grievances and benefit determination appeals will be resolved within 60 days from date of receipt by Delta Dental.

If the grievance cannot be resolved through informal discussions, consultations or conferences the subscriber, covered dependent, or a designated representative may appear before Delta Dental’s Professional Review Committee to present written or oral information with the right to ask questions before the committee.

Delta Dental’s Professional Review Committee will consist of four persons: a consultant chosen by Delta Dental, a representative of Delta Dental management, Delta Dental’s claim administrator, and a subscriber in a Delta Dental plan who is not a Delta Dental employee.

The subscriber or covered dependent may resolve any grievance through Delta Dental’s grievance procedure outlined above. The subscriber or covered dependent may also contact the SD Division of Insurance, a state agency that enforces South Dakota’s insurance laws, and file a complaint. The subscriber or covered dependent can contact the SD Division of Insurance by writing to the following address, or the subscriber or covered dependent can call 605-773-3563 and request a complaint form.

Complaint Department  
SD Division of Insurance  
445 E Capitol Ave  
Pierre, SD 57501

## 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.***

### 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.
- 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.

## **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, spouse or dependent if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this handbook on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months after your enrollment date in your coverage.

## **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 employee benefit plan. The people responsible are called *fiduciaries* of the plan. Fiduciaries have a duty to operate your employee benefit plan prudently and in the interest of you and your family members. 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 in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to request a review and reconsideration of your claim.

## **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 benefit 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, 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, you should contact the nearest area office of the Employee Benefits Security Information, Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Information  
U.S. Department of Labor  
200 Constitution Ave NW  
Washington, DC 20210

# Notice of Privacy Practices

## Confidentiality of your health care information

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.

This notice is required by law to inform you of how Delta Dental protects the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as individually identifiable information regarding a patient's health care history, mental or physical condition or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We follow the privacy practices described in this notice and federal and state privacy requirements that apply to our administration of your benefits. Delta Dental reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website. A copy may be requested anytime by contacting the address or phone number at the end of this notice. You should receive a copy of this notice at the time of enrollment in a Delta Dental program and will be informed on how to obtain a copy at least every three years.

## Permitted uses and disclosures of your PHI

### Uses and disclosures of your PHI for treatment, payment or health care operations

Your explicit authorization is not required to disclose information about yourself, or for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may also disclose PHI to third party affiliates that perform services for Delta Dental to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Delta Dental to administer your benefits, and who have signed a contract agreeing to protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.
- Uses and/or disclosures of PHI for payment. For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.
- Uses and/or disclosures of PHI for health care operations. For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.

### **Other permitted uses and disclosures without an authorization**

We are permitted to disclose your PHI upon your request or to your authorized personal representative (with certain exceptions) when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
- Subpoena in a civil action;
- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations.

Some other examples include: to notify or assist in notifying a family member, another person, or a personal representative of your condition; to assist in disaster relief efforts; to report victims of abuse, neglect or domestic violence to appropriate authorities; for organ donation purposes; to avert a serious threat to health or safety; for specialized government functions such as military and veterans activities; for workers' compensation purposes; and, with certain restrictions, we are permitted to use and/or disclose your PHI for underwriting, provided it does not contain genetic information. Information can also be de-identified or summarized so it cannot be traced to you and, in selected instances, for research purposes with the proper oversight.

### **Disclosures Delta Dental makes with your authorization**

Delta Dental will not use or disclose your PHI without your prior written authorization unless permitted by law. You can later revoke that authorization, in writing, to stop the future use and disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental

## **Your rights regarding PHI**

**You have the right to request an inspection of and obtain a copy of your PHI.**

You may access your PHI by contacting Delta Dental at the address at the bottom of this notice. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta

Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Delta Dental as noted below if you have questions about access to your PHI.

**You have the right to request a restriction of your PHI.**

You have the right to ask that we limit how we use and disclose your PHI, however, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency. If we accept your request, we will put our understanding in writing.

**You have the right to correct or update your PHI.**

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact our privacy officer as noted at the end of this notice if you have questions about amending your PHI.

**You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.**

Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our practice, we must give you the opportunity to opt-out. We may send you newsletters or information regarding your dental program.

**You have the right to request or receive confidential communications from us by alternative means or at a different address.**

Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger, as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this notice.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI.**

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. Please contact us at the number at the end of this notice if

you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by e-mail.**

A copy of this notice is posted on the Delta Dental website. You may also request an email copy or paper copy of this notice by calling our Customer Service number listed at the bottom of this notice.

**You have the right to be notified following a breach of unsecured protected health information.**

Delta Dental will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.

**Complaints**

You may file a complaint to Delta Dental and/or to the U. S. Secretary of Health and Human Services if you believe Delta Dental has violated your privacy rights. Complaints to Delta Dental may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

**Contacts**

You may contact Delta Dental at 877-841-1478, or you may write to the address listed below for further information about the complaint process or any of the information contained in this notice.

Delta Dental  
P.O. Box 1157  
Pierre, SD 57501

**Language Assistance**

IMPORTANT: Can you read this document? If not, we can have somebody help you read it. For help, please call Delta Dental at 877-841-1478 and we will connect you with a translator.

**Summary of Changes to this notice (effective September 23, 2013):**

- Updated Delta Dental’s duty to notify affected individuals if a breach of their unsecured PHI occurs
- Clarified that Delta Dental does not and will not sell your information without your express written authorization
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above)

# General Provisions

## **Incontestability clause - Time limit on certain defenses-Misstatements by applicant**

Time limit on certain defenses: (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.

The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, nor to limit the application of §§ 58-17-32 to 58-17-39, inclusive, in the event of misstatement with respect to age or occupation or other insurance.

## **Non-disclosure**

For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.

## **Fraudulent claims**

The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.

## **Clerical error**

If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.

## **Conformity with state laws**

On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.

## **Not in lieu of Workers' Compensation**

This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.