



Delta Dental of Minnesota

# **Delta Dental Individual and Family Kids Plan**

Dental Benefit Plan Summary

**Delta Dental Individual and Family<sup>SM</sup>-  
Kids Plan**

Thank you for choosing Delta Dental to protect your smile!

This Dental Benefit Plan is an insurance policy covering certain dental benefits and is issued by Delta Dental of Minnesota, referred to as “Delta Dental” in this document. We consider this document our contract with “you”—the person who enrolled in this policy and is also known as the “subscriber.” You, your spouse or any dependents on the policy, will be referred to as “covered persons” throughout this document.

This document is your policy, which is a contract for dental benefits coverage. It is important that you read this document and contact us if you have any questions. We also encourage you to keep this document for reference if you have questions about your dental benefits coverage.

The application you completed with your enrollment is part of this policy. If any part of your application is wrong, please contact HealthCare.gov. Wrong information may affect your coverage. If the answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Delta Dental of Minnesota is the health plan that issued you this Dental Benefit policy. The benefits under this policy are guaranteed by Delta Dental of Minnesota under this contract. If you enrolled into this policy and had prior Individual and Family coverage through Delta Dental of Minnesota, we will review the claims that were previously incurred and submitted when we determine your benefits under this policy.

**YOUR RIGHT TO EXAMINE AND CANCEL**

You may cancel this contract by returning the contract, with written notification of your cancellation to Delta Dental of Minnesota, P.O. Box 1886, Indianapolis, IN 46206-1886. Cancellation notice must be given by mail and needs to be properly addressed, postage prepaid, and postmarked no later than **ten days** after you received this contract. Delta Dental will void your policy from its effective date. Delta Dental will also return the difference between any premiums paid by you and any benefits paid by Delta Dental on your behalf or on behalf of any of the covered persons under this contract.

DELTA DENTAL OF MINNESOTA

DELTA DENTAL OF MINNESOTA

BY: *Stephanie A. Albert*

AND BY: *Robyn A. Young*

TITLE: Assistant Secretary

TITLE: Chief Executive Officer and President

DATE: October 1, 2018

DATE: October 1, 2018

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## **Delta Dental Individual and Family Policy**

Delta Dental of Minnesota will pay the benefits described in this Policy subject to its provisions.

Delta Dental of Minnesota does not discriminate or restrict access to its dental policies on the basis of sex, including gender identity. Delta Dental of Minnesota assures that services that are ordinarily or exclusively available to individuals of one sex will not be denied to a transgender individual based on the sex assigned to that individual at birth.

This Policy is a legal contract between the Policy Owner and Delta Dental of Minnesota. This Policy is subject to the laws of the State of North Dakota.

### **PREMIUM CALCULATIONS AND PAYMENT**

Premiums, the amount due for this policy, must be paid by you on a monthly basis, unless Delta Dental agrees to some other schedule of payment. By paying your first premium, you agree to the terms of this policy and to pay all of your premiums when due. Premiums may be paid electronically or mailed to Delta Dental at the following address:

Delta Dental of Minnesota  
PO Box 74008405  
Chicago, IL 60674-8405

The payment of any premium will keep the coverage in force to the next premium due date, subject to the Grace Period provision of the Policy.

### **Annual Benefit Coverage and Premium Review**

Each year—on January 1—Delta Dental may make updates to our dental insurance plans to ensure they are compliant with the State of Minnesota and the Affordable Care Act as well as to meet business and changing market demands. This may include changes in the benefits or premium rates for the insurance coverage under this policy. If we make any changes, we must provide you with written notice of these changes at least 31 days prior to any change being in effect.

### **CONTRACT PROVISIONS**

**ENTIRE CONTRACT:** This membership contract is your evidence of coverage, issued by Delta Dental of Minnesota. This contract, along with your enrollment form is the binding contract between you (the Subscriber) and Delta Dental. All statements made by you will be deemed representations and not warranties.

Because this is a contract, no one except an executive officer of Delta Dental has the authority to make or change this contract or to extend the time for payment of your premium. Changes to this contract will not be valid unless there is an endorsement or amendment signed by Delta Dental's President or a Senior Vice President and attached as an amendment to this contract. Any change that meets these requirements will be binding with you, the Subscriber, and for any other person(s) referred to in this policy.

**GRACE PERIOD:** A Grace Period of 90 days will be granted for the payment of premiums after the first premium. The coverage under this contract will continue in force during such Grace Period, but the Policyholder will be liable for the premium for any period such coverage continues in force, provided written notice of termination has not been previously given to Delta.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Contract prior to the expiration of 60 days after written proof of loss has been furnished in accordance with this Contract. No such action will be brought after the expiration of three years after written proof of loss is required to be furnished.

**CONFORMITY TO LAW:** Any provision of this Contract, which on its Effective Date, is in conflict with the laws of the state in which the Contract was delivered or issued for delivery, is considered amended to conform to the applicable requirements of such state.

**CLERICAL ERROR:** Clerical error by the Policyholder will not invalidate insurance otherwise validly in force nor continue insurance otherwise terminated.

**CONTRACT TERM:** This Contract continues until December 31 each year, so long as the premium is paid, subject to the Grace Period.

**TERMINATION OR CANCELATION OF POLICY:** You may cancel this policy by contacting HealthCare.gov or by giving Delta Dental written or verbal notice of your intent to cancel. When contacting Delta Dental, the notice must be submitted to the address or phone number as stated on the back of your ID card or found in this Policy. When notice is given, the cancellation date can be effective as soon as the first of the following month.

Delta Dental reserves the right to terminate this policy effective at the end of the contract term in accordance with applicable law. Termination or cancellation of the policy will result in loss of benefits for all covered persons. If the policy is terminated or canceled, the rights of the covered persons are limited to covered expenses incurred before termination or cancellation.

**REINSTATEMENT:** If any renewal premium is not paid within the time granted to you for payment, a subsequent acceptance of premium by Delta Dental or by any agent duly authorized by Delta Dental to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy.

**PAYMENT OF CLAIMS:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.

#### **SUMMARY OF DENTAL BENEFITS PROVISIONS MADE PART OF THE CONTRACT**

The remainder of this policy consists of provisions shown in the Summary of Dental Plan Benefits as issued to the Subscriber. Amendments, if any, adding or changing the provisions of the Summary are also made part of this Contract.

**Notice of Non-Discrimination and Accessibility Requirements**

Delta Dental of Minnesota 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 Minnesota does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental of Minnesota 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)

Delta Dental of Minnesota 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, please call the number on the back of your ID card

If you believe that Delta Dental of Minnesota 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 grievance by contacting Delta Dental of Minnesota, Attn: Chief Compliance Officer, 500 Washington Ave South, Suite 2060 Minneapolis, MN, 55415, 612-224-3300 or 877- 268-3384, fax:612-460-3102; email:[legal@deltadentalmn.org](mailto:legal@deltadentalmn.org). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, please call the number on the back of your ID card.

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, 800-537-7697 (TDD) Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Foreign Language Notifications**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-643-3582 (TTY: 711). (Spanish)

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-855-643-3582 (TTY: 711). (Hmong)

XIYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-855-643-3582 (TTY: 711). (Cushite)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-643-3582 (TTY: 711). (Vietnamese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-643-3582 (TTY : 711)。 (Chinese)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-643-3582 (телетайп: 711). (Russian)

ໂປດຊາບ: ຖ້າ ກ່ວ າ ທ່ າ ນເວົ້ າ ພາສາ ລາວ, ການບໍລິການຊ່ ວຍເຫຼືອ 1-855-643-3582 (TTY: 711). (Laotian)

ອດ໌ ານພາສາ, ໂດຍບໍ່ເສັ ງຄ່ າ, ແມ່ ນພີ ພໍ ອມໃຫ້ ທ່ າ ນ. ໂທຣ

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-855-643-

3582 (ገጽ 711) ለተሰናዳዊዎች (Amharic)

ဟံသာဝတီ- နမူနာကတိ ကညိ ကျိအသိ. နမူနာ ကျိအတိမၤစၢလၢ တလၢကံဘူၣ်လၢကံစၢ နိတမံၤဘၣ်သ့န့ၣ်လီၤ. ကိ: 1-855-643-3582 (TTY: 711). (Karen)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-643-3582 (TTY: 711). (German)

رقم (1-855-643-3582) ب رقم اتص ل بالمج ان ل ك تواف ر كبالغ و المس اعدة خدمات ف إن، اللغ ة انك ر تتح دث كن ت إذا: ملحوظة (Arabic) ه الص م والبك م: 711)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-643-3582 (ATS : 711). (French)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-643-3582 (TTY: 711)번으로 전화해 주십시오. (Korean)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-643-3582 (TTY: 711). (Tagalog)

(Kurdish) ژۆت ژۆب، ێ یاژۆبێ خ، زمان یارمهتی بیهک انیخ زمهنگوزار، نیک ههدههس هیک ورد یزمان ب هئێگه ر: ینگ ادار پ ب 1-855-643-3582 (TTY: 711) بک ه. س نهههه رد

دیریب گ. ش ما یب راگ انیرا بص ورت یزب ان التیتس ه، نیک ن یم گفنگ و یف ارس زب ان ب هاگ ر: بوج ه ف یم بلش د ب ا (Persian / Farsi) 1-855-643-3582 (TTY: 711) تم اس

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-855-643-3582 (TY:711) まで、お電話にてご連絡ください。(Japanese)

ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-855-643-3582 (TTY: 1-711). (Bantu)

KUMBUKA: Ikiwa unazungumza Kiswahili, unaweza kupata, huduma za lugha, bila malipo. Piga simu 1-855-643-3582 (TTY: 711). (Swahili)

MERK: Hvis du snakker norsk, er gratis språkassistentsetjenester tilgjengelige for deg. Ring 1-855-643-3582 (TTY: 711). (Norwegian)

សូមរបងរបយ័ត: របសិ្ថរបអកនិយាយ [ភាសាខ្មែរ], ិសវាជំនួយភាសាិដាយភតតិ្ថតៃថ, ិដលអ កអាចរបរបាសំបាន។ សូមហៅទូរស័ព្ទ 1-855-643-3582 (TTY: 711) (Cambodian/Khmer)

यानाकषणः यिद तपाईं [नेपाली] बो नहुछु भने िनःश कुपमा तपाईंलाई भाषा सहायता सेवाह उपलध छन। 1-

855-643-3582 (TTY: 711) मा कल गनुहोस। (Nepali)



## SUMMARY OF DENTAL PLAN BENEFITS

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Essential Health Benefits - Pediatric Dental (Must be 18 years old or younger)

**The Annual Out-of-Pocket Maximum includes amounts that you have paid for covered services, such as deductible and coinsurance amounts. It does not include premiums payments made or payment for services not covered by the policy.**

Annual Out-of-Pocket Maximum for covered services for Participating Dentists	\$350 per covered child/ \$700 per covered children in family
Deductible (does not apply to Diagnostic and Preventive Services)	\$50 per covered child per year
Dentally Necessary Orthodontic Care Policy Maximum (per course of treatment)	none

Service Type	Participating Dentist	Non-participating Dentist
<b>Diagnostic and Preventive Services*</b>	100%	100%
<b>Basic Services</b>	50%	50%
<b>Endodontics/ Periodontics/ Oral Surgery</b>	50%	50%
<b>Major Restorative Services</b>	50%	50%
<b>Prosthodontics/ Implant Services</b>	50%	50%
<b>Dentally Necessary Orthodontic Care</b>	50%	50%

\*The Deductible does not apply to Diagnostic and Preventive Services

### Deductible

**Pediatric Dental Benefits – Essential Health Benefits:** There is a \$50 deductible per Covered Person each Coverage Year. The deductible does not apply to any Diagnostic and Preventive Services within the Essential Health Benefits.

### Coverage Year

Your Coverage Year is January 1 through December 31. A Coverage Year is a 12-month period in which deductibles and benefit maximums apply. If you enroll after January 1, the Coverage Year for your first year will be from your effective date through December 31 and will begin again the following January 1.

## DESCRIPTION OF COVERED PROCEDURES

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### Pretreatment Estimate

(Estimate of Benefits)

If a covered person's dental care involves major restorative, periodontic, prosthodontic, implant or orthodontic care, you or your dentist should consider getting a pre-treatment estimate from Delta Dental.

- While a pre-treatment estimate is recommended, it is not required.

- If you or your dentist request a pre-treatment estimate, you and your dentist will be informed of what benefits you have and if the treatment is a covered service via a pre-treatment estimate statement.
- The pre-treatment estimate statement will also outline amounts you will have to pay to the dentist, such as coinsurance, deductibles, and non covered services.
- The pre-treatment estimate allows the dentist and you to make any necessary financial arrangements before your treatment begins.
- Please be aware that pre-treatment estimates do not prior authorize the treatment, nor determine its dental or medical necessity, except in the case of pediatric orthodontic treatment (see “Dental Necessity” below). The estimated payment is based on your current eligibility and contract benefits in effect at the time of the estimate.
- A pre-treatment estimate is an estimate only. Final payment will be based on the claim that is submitted once the treatment is completed. Submission of other claims, a change in eligibility, a change in coverage, or other coverage you have may alter the payment.

### **Dental Necessity**

Delta Dental does not determine whether a service submitted for payment or benefit under this policy is a dental procedure that is dentally necessary to treat for a specific condition or to restore dentition for a covered person (except for orthodontic services as described below).

- Delta Dental evaluates dental procedures submitted to determine if the procedure is a covered benefit under the policy.
- A dentist may recommend or prescribe other dental care services that are not covered, are cosmetic in nature, or exceed the benefit frequencies of this policy. While these services may be necessary for a covered person’s dental condition, they may not be covered by the policy.
- Services that are not covered by the policy or exceed the frequency limitations do not imply that the service is or is not dentally necessary to treat a specific dental condition.
- The decision as to what dental care treatment is best for you is solely between the covered person and his or her dentist.

EXCEPTION: Claims for pediatric orthodontic care will be reviewed to determine if the care is Dentally Necessary Orthodontic Care. See the “Orthodontic Care” section of this booklet for more information. If it is determined the care is not Dentally Necessary Orthodontic Care, it will not be covered.

### **Benefits**

The Policy covers the following dental procedures when they are performed by a licensed dentist and when customary as determined by the standards of generally accepted dental practice. The benefits under this Policy shall be provided whether the dental procedures are performed by a duly licensed physician or a duly licensed dentist, if otherwise covered under this Policy, provided that such dental procedures can be lawfully performed within the scope of a duly licensed dentist.

As a condition precedent to the approval of claim payments, Delta Dental shall be entitled to request and receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is provided, such information and records relating to a Covered Person as may be required to pay claims. Also, Delta Dental may require that a Covered Person be examined by a dental consultant retained by Delta Dental in or near the Covered Person's place of residence. Delta Dental shall hold such information and records confidential.

TO AVOID ANY MISUNDERSTANDING OF BENEFIT PAYMENT AMOUNTS, ASK YOUR DENTIST ABOUT HIS OR HER NETWORK PARTICIPATION STATUS WITHIN THE *DELTA DENTAL PPO<sup>SM</sup>* AND DELTA DENTAL PREMIER<sup>®</sup> NETWORKS PRIOR TO RECEIVING DENTAL CARE.

**Optional Treatment Options:** In all cases in which there are alternative treatment plans carrying different costs, the decision as to which course of treatment to be followed shall be solely that of the covered person and the dentist. However, the benefits payable will be made only for the applicable percentage of the least costly commonly performed course of treatment, with the balance of the treatment cost remaining the payment responsibility of the covered person.

**ONLY those services listed are covered. Deductibles and maximums are listed under the Summary of Dental Benefits. Services covered are subject to the limitations within the Benefits, Exclusions and Limitations sections described below. For estimates of covered services, please see the “Pretreatment Estimate” section of this booklet.**

#### **Description of Covered Services for Pediatric Members – Essential Health Benefits**

**We cover the following dental care services for members through** the year in which the insured turns 19 years of age when they are performed by a licensed dentist, and when necessary and customary as determined by the standards of generally accepted dental practice. If there is more than one professionally acceptable treatment for your dental condition, we will cover the least expensive.

#### **Diagnostic & Preventive Services for Pediatric Members**

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**Oral Evaluations** - Any type of evaluation (checkup or exam) is covered 2 times per calendar year.

#### **Radiographs (X- rays)**

- **Bitewings** - Covered at 1 series of bitewings per calendar year.
- **Full Mouth (Complete Series)** – Covered 1 time per 36-month period.
- **Panoramic** – covered 1 time per 36-month period.
- **Periapical(s)**
- **Occlusal** – Covered at 2 series per 24-month period.

**Dental Cleaning (Prophylaxis)** – Any combination of this procedure, Periodontal Maintenance and Full Mouth Scaling after an oral evaluations are covered 4 times per calendar year.

**Fluoride Treatment** (Topical application of fluoride) - Covered 2 times per calendar year.

**Fluoride Varnish** - Covered 2 times per calendar year.

**Sealants or Preventive Resin Restorations** - Any combination of these procedures is covered 2 times per

lifetime for permanent first and second molars and bicuspid.

### **Space Maintainers and Recement Space Maintainer**

### **Basic Services for Pediatric Members**

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**Emergency Treatment.** Emergency (palliative) treatment for the temporary relief of pain or infection.

**Amalgam (silver) Restoration.** Treatment to restore decayed or fractured permanent or primary posterior (back) teeth.

**Composite (white) Resin Restorations.** Treatment to restore decayed or fractured permanent or primary teeth.

**Pin Retention** – Limited to 2 occurrences per lifetime.

**General Anesthesia, Intravenous Conscious Sedation and IV Sedation** – Covered when performed in conjunction with complex surgical service.

LIMITATION: General anesthesia, intravenous conscious sedation and IV sedation will not be covered when performed with non-surgical dental care.

### **Endodontics for Pediatric Members**

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#### **Endodontic Therapy on Primary Teeth**

- **Pulpal Therapy**- Limited to 1 time per lifetime.
- **Therapeutic Pulpotomy** –Limited to 1 time per lifetime.

#### **Endodontic Therapy on Permanent Teeth**

- **Root Canal Therapy**

#### **Other Endodontic Treatments**

- Pulpal regeneration
- Apexification
- Apicoectomy
- Root amputation
- Hemisection
- Retrograde filling
- Pulp capping
- Treatment of Root canal obstruction
- Internal Repair of Perforation Defects
- Bleaching of endodontically treated anterior teeth

## **Periodontics for Pediatric Members**

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**Basic Non Surgical Periodontal Care** – Treatment of diseases of the gingival (gums) and bone supporting the teeth.

- **Periodontal scaling & root planing**
- **Full mouth debridement** -- Covered 1 time per lifetime

**Complex Surgical Periodontal Care** - Surgical treatment of diseases of the gingival (gums) and bone supporting the teeth. The following services are considered complex surgical periodontal services:

- Gingivectomy / gingivoplasty;
- Gingival flap;
- Apically positioned flap;
- Osseous surgery;
- Bone replacement graft;
- Pedicle soft tissue graft;
- Free soft tissue graft;
- Subepithelial connective tissue graft;
- Soft tissue allograft;
- Combined connective tissue and double pedicle graft;
- Distal/proximal wedge - Covered on natural teeth only

**Crown Lengthening** – Covered once per lifetime.

**Occlusal Guard** – Covered 1 time every 3 years.

## **Oral Surgery for Pediatric members**

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### **Basic Extractions**

- Removal of coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth
- Extraction of erupted tooth or exposed root

### **Complex Surgical Extractions**

- Surgical removal of erupted tooth
- Surgical removal of impacted tooth
- Surgical removal of residual tooth roots

### **Other Complex Surgical Procedures**

- Alveoloplasty

### **Other Oral Surgery Procedures.**

- Incision and drainage of cyst or abscess (intraoral soft tissue)
- Excision or pericoronal gingival
- Coronectomy

- Suture of recent small wounds up to 5 cm
- Frenulectomy
- Osseous graft

### **Major Restorative Services for Pediatric Members**

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**Gold foil restorations** – Receive an amalgam (silver filling) benefit equal to the same number of surfaces and allowances. The patient must pay the difference in cost between Delta Dental’s Payment Obligation for the covered benefit and the dentist’s submitted fee for the optional treatment, plus any coinsurance for the covered benefit.

**Inlays** – Covered 1 time per 5-year period. Receive an amalgam (silver filling) benefit equal to the same number of surfaces and allowances. The patient must pay the difference in cost between Delta Dental’s Payment Obligation for the covered benefit and the dentist’s submitted fee for the optional treatment, plus any coinsurance for the covered benefit.

**Onlays and/or Permanent Crowns** - Covered 1 time per 5-year period per tooth if the tooth has extensive loss of natural tooth structure due to decay or tooth fracture such that a restoration cannot be used to restore the tooth. Covered for permanent teeth only.

**Pre-fabricated or Stainless Steel Crown** - Covered 1 time per 60-month period.

**Recement Inlay, Onlay and Crowns** – Covered 6 months after initial placement.

**Crown/Inlay/Onlay Repair** – Covered 1 time per 12-month period per tooth when the submitted narrative from the treating dentist supports the procedure.

**Prefabricated post and core in addition to crown** – covered 1 per tooth every 60 months.

**Veneers** – Veneers performed for non-cosmetic reasons are covered 1 time per 5-year period.

### **Prosthodontics for Pediatric Members**

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#### **Tissue conditioning**

**Reline and Rebase** – Covered 1 per 36-month period;

- when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge).

**Repairs, Replacement of Broken Artificial Teeth, Replacement of Broken Clasp(s)** – Covered 1 per 12-month period:

- when the prosthetic appliance (denture, partial or bridge) is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the prosthetic appliance (denture, partial or bridge); and
- When the submitted narrative from the treating dentist supports the procedure.

**Denture Adjustments** – Covered 2 times per 12-month period:

- when the denture is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the denture.

**Partial and Bridge Adjustments** – Covered 2 times per 24-month period:

- when the partial or bridge is the permanent prosthetic appliance; and
- only after 6 months following initial placement of the partial or bridge.

**Removable Prosthetic Services (Dentures and Partials)** – Covered 1 time per 5-year period;

- for the replacement of extracted (removed) permanent teeth;
- if 5 years have elapsed since the last benefited removable prosthetic appliance (denture or partial) and the existing appliance needs replacement because it cannot be repaired or adjusted.

**Fixed Prosthetic Services (Bridge)** - Covered 1 time per 5-year period:

- For the replacement of extracted (removed) permanent teeth;
- If no more than 3 teeth are missing in the same arch;
- A natural, healthy, sound tooth is present to serve as the anterior and posterior retainer;
- No other missing teeth in the same arch that have not been replaced with a removable partial denture;
- If none of the individual units of the bridge has been covered previously as a crown or cast restoration in the last 5 years;
- If 5 years have elapsed since the last covered removable prosthetic appliance (bridge) and the existing bridge cannot be repaired or adjusted.

LIMITATION: If there are multiple missing teeth, a removable partial denture may be the benefit since it would be the least costly, commonly performed course of treatment. The optional benefit is subject to all contract limitations on the covered service.

**Recent Fixed Prosthetic** - covered 1 time per 12-month period.

**Relining of Immediate Dentures** – covered 1 time during the year after insertion of the immediate dentures.

## **ORTHODONTIC CARE**

Orthodontic Treatment is the prevention and correction of malocclusion of teeth and associated dental and facial disharmonies. We will only cover orthodontic care that is considered Dentally Necessary Orthodontic Care. You should submit your treatment plan to us before you start any orthodontic treatment to make sure it is covered under this policy.

### **Dentally Necessary Orthodontic Care**

To be considered Dentally Necessary Orthodontic Care; at least one of the following criteria must be met:

- a) Dentition affected by significant cleft lip/palate, craniofacial or developmental disorder
- b) Deep impinging overbite with either palatal trauma or mandibular anterior gingival trauma
- c) Crossbite of individual anterior teeth with evidence of clinical attachment loss and/or recession of the gingival margin
- d) Severe traumatic deviation

- e) Severe anterior-posterior occlusal discrepancy with an overjet equal to or greater than 9 mm or reverse overjet equal to or greater than 3.5mm
- f) Impacted permanent anterior teeth which are contributing to a handicapping malocclusion
- g) Extensive hypodontia (excluding third molars)
- h) A score greater than 20 on the malocclusion index as defined by the North Dakota Department of Human Services (January 2018) using the "Health Tracks Comprehensive Orthodontic Screening" document.

**Orthodontic treatment may include the following:**

- Limited Treatment - Treatments which are not full treatment cases and are usually done for minor tooth movement.
- Interceptive Treatment - A limited (phase I) treatment phase used to prevent or assist in the severity of future treatment.
- Comprehensive (complete) Treatment - Full treatment includes all radiographs, diagnostic casts/models, appliances and visits.
- Removable Appliance Therapy - An appliance that is removable and not cemented or bonded to the teeth.
- Fixed Appliance Therapy - A component that is cemented or bonded to the teeth.
- Complex Surgical Procedures – surgical exposure of impacted or unerupted tooth for orthodontic reasons; or surgical repositioning of teeth.

**Note:** Treatment in progress (appliances placed prior to being covered under this policy will be benefited on a pro-rated basis.

**Orthodontic Exclusions**

Coverage is NOT provided for:

- Monthly treatment visits that are inclusive of treatment cost;
- Repair or replacement of lost/broken/stolen appliances;
- Orthodontic retention/retainer as a separate service;
- Retreatment and/or services for any treatment due to relapse;
- Inpatient or outpatient hospital expenses (please refer to your medical coverage to determine if this is a covered medical service); and
- Provisional splinting, temporary procedures or interim stabilization of teeth.

**Orthodontic Payments**

Because orthodontic treatment normally takes place over a long period of time, payments are made over the course of your treatment. The Covered Person must continue to be eligible under Delta Dental in order to receive ongoing payments for your orthodontic treatment.

Before treatment begins, the treating dentist should submit a pre-treatment estimate to us. An Estimate of Benefits form will be sent to you and your dentist that will tell you the estimated plan payment amount.

**Limitations Applicable to Pediatric Members – Essential Health Benefits**



## **RECONSTRUCTIVE DENTAL SURGERY**

Benefits shall be provided for reconstructive dental surgery when such dental procedures are (i) incidental to or follow surgery resulting from injury, illness or other diseases of the involved part, or (ii) when such dental procedure is performed on a covered dependent child because of congenital disease or anomaly which has resulted in a functional defect as determined by the attending physician. Such coverage is provided within the applicable Plan limitations, maximums, deductibles and payment percentages.

## **CLEFT LIP AND CLEFT PALATE**

Inpatient or outpatient dental expenses arising from dental treatment up to age 19, including orthodontic and oral surgery treatment, involved in the management of birth defects known as cleft lip and cleft palate. Benefits for individuals age 19 up to the limiting age for coverage of the dependent are limited to inpatient or outpatient expenses arising from dental treatment that was scheduled or initiated prior to the dependent turning age 19.

### **General Exclusions Applicable to Pediatric Members – Essential Health Benefits**

In addition to specific exclusions set forth in other sections of this Dental Benefit Plan Summary, coverage is NOT provided for:

- a) Dental services which a Covered Person would be entitled to receive for a nominal charge or without charge if this Contract were not in force under any Worker's Compensation Law, Federal Medicare Policy, or Federal Veteran's Administration Policy. However, if a Covered Person receives a bill or direct charge for dental services under any governmental Policy, then this exclusion shall not apply. Benefits under this Contract will not be reduced or denied because dental services are rendered to a Policyholder or Dependent who is eligible for or receiving Medical Assistance.
- b) Dental services or health care services not specifically covered under the Dental Plan Contract (including any hospital charges, prescription drug charges and dental services or supplies that are medical in nature).
- c) New, experimental or investigational dental techniques or services may be denied until there is, to the satisfaction of Delta Dental, an established scientific basis for recommendation.
- d) Dental services performed for cosmetic purposes. NOTE: Dental services are subject to post-payment review of dental records. If services are found to be cosmetic, we reserve the right to collect any payment and the member is responsible for the full charge.
- e) Dental services completed prior to the date the Covered Person became eligible for coverage.
- f) Services of anesthesiologists.
- g) Anesthesia Services, except by a Dentist or by an employee of the Dentist when the service is performed in his or her office and by a dentist or an employee of the dentist who is certified in their profession to provide anesthesia services.
- h) Deep sedation/general anesthesia, analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care. NOTE: Intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.
- i) Dental services performed other than by a licensed dentist, licensed physician, his or her employees.

- j) Dental services, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
- k) Artificial material implanted or grafted into or onto bone or soft tissue, including implant services and associated fixtures, or surgical removal of implants.
- l) Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to, bleaching, tooth whitening agents or tooth bonding and veneer covering of the teeth.
- m) Case presentations, office visits and consultations.
- n) Extra-oral x-rays.
- o) Interpretation of diagnostic images.
- p) Incomplete, interim or temporary services.
- q) Athletic mouth guards, enamel microabrasion and odontoplasty.
- r) Procedures designed to enable prosthetic or restorative services to be performed.
- s) Bacteriologic tests.
- t) Cytology sample collection.
- u) Separate services billed when they are an inherent component of a Dental Service where the benefit is reimbursed at an Allowed Amount.
- v) Interim or temporary removable or fixed prosthetic appliances (dentures, partials or bridges).
- w) Services for the replacement of an existing partial denture with a bridge.
- x) Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
- y) Provisional splinting, temporary procedures or interim stabilization.
- z) Placement or removal of sedative filling, base or liner used under a restoration.
- aa) Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- bb) Oral hygiene instruction.
- cc) Restorative cast post/core or core build-up, including pins and posts.
- dd) Occlusal procedures, except as stated as covered above.
- ee) Any material grafted onto bone or soft tissue, including procedures necessary for guided tissue regeneration.
- ff) Implant maintenance, repair to an implant, or implant abutment.
- gg) Pulp vitality tests
- hh) Resin infiltration/Smooth surface.
- ii) Adjunctive diagnostic tests.
- jj) Diagnostic casts.
- kk) Cone beam images.
- ll) Anatomical crown exposure.

- mm) Temporary anchorage devices.
- nn) Sinus augmentation.
- oo) Brush biopsy and the accession of a brush biopsy.
- pp) Vestibuloplasty, removal of exostosis, surgical reduction of osseous tuberosity, tooth re-implantation of accidentally displaced tooth, or treatment of fractures or dislocations.
- qq) Restorations placed for preventive or cosmetic purposes.
- rr) Inlays, onlays and crowns placed for preventive or cosmetic purposes.
- ss) Crowns and indirectly fabricated restorations (inlays and onlays) are not covered unless the tooth is damaged by decay or fracture with loss of tooth structure to the point it cannot be restored with an amalgam or resin restoration.  
Assistance.

### **Post Payment Review**

Dental services are evaluated after treatment is rendered for accuracy of payment, benefit coverage and potential fraud or abuse as defined in the Health Insurance Portability and Accountability Act of 1996 – Public Law 102-191. Any payments for dental services completed solely for cosmetic purposes or payments for services not performed as billed, are subject to recovery. Delta Dental’s right to conduct post payment review and its right of recovery exists even if a Pretreatment Estimate was submitted for the service.

### **ELIGIBILITY**

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Covered Persons under this Policy are:

Subscriber. To be a Subscriber, the applicant must meet the following requirements:

- a) Be determined by the Exchange to be a Qualified Individual for enrollment in a Qualified Dental Plan (QDP).
- b) Be a United States citizen or national; or
- c) Be a lawfully present non-citizen for the entire period for which coverage is sought; and
- d) Be a North Dakota resident;
- e) Submit proof satisfactory to Delta Dental to confirm Dependent eligibility;
- f) Agree to pay for the cost of Premium that Delta Dental requires;
- g) Reveal any coordination of benefits arrangements or other dental benefit arrangements for the applicant or Dependents as they become effective;
- h) Not be incarcerated (except pending disposition of charges);
- i) Not be covered by any other group or individual dental plan.

For a Qualified Individual age 19 and over, the applicant must:

- Not be living in an institution;
- Be capable of indicating intent;
- Not be receiving optional State supplementary payments (SSP); and

- Reside in the Service Area of the Exchange.

For a Qualified Individual under age 19, the applicant must:

- Not be living in an institution;
- Not be eligible for Medicaid based on the receipt of federal payments for foster care and adoption assistance under Social Security;
- Not be emancipated;
- Not be receiving optional State supplementary payments (SSP); and Reside in the Service Area of the Exchange.

For purposes of Eligibility, a Qualified Individual's service area is the area in which the Qualified Individual:

1. Resides, intends to reside (including without a fixed address); or
2. Is seeking employment (whether or not currently employed); or
3. Has entered without a job commitment

For Qualified Individuals under age 19 that purchase the Essential Health Benefit, the service area is that of the parent or caretaker with whom the Qualified Individual resides.

For tax households with Members in multiple Exchange Service Areas:

1. All of the members of a tax household are not living within the same Exchange service area, any member of the tax household may enroll in a Qualified Health Plan through any of the Exchanges for which one of the tax filers meets the residency requirements.
2. If both spouses in a tax household enroll in a Qualified Health Plan through the same Exchange, a tax Dependent may only enroll in a Qualified Health Plan through that Exchange, or through the Exchange that services the area in which the Dependent meets a residency standard.

### Dependents

To be eligible for coverage to enroll as a Dependent, you must be listed on the enrollment form completed by the Policyholder, be determined by the Exchange to be a Qualified Individual, and meet all Dependent eligibility criteria. The following Dependents of a policyholder may be covered under this policy:

1. Spouse, meaning:
  - a. Married
  - b. Qualified domestic partner, if all of the following criteria are met:
    - i. are not related by blood closer than permitted under applicable state marriage laws;
    - ii. are not married and do not have any other domestic partners;
    - iii. are at least 18 years of age and have the capacity to enter in a contract;
    - iv. share a residence;

All references to spouses in this policy will include domestic partners.

2. Dependent children up to the age of 26, including:
  - a. you and your spouse's natural-born and legally adopted children;
  - b. children for whom you or your spouse are the legal guardian;
  - c. children who are required to be covered by reason of a Qualified Medical Child Support Order. You can obtain, without charge, a copy of procedures governing Qualified Medical Child Support Orders ("QMCSOs") from Delta Dental Administrator
  - d. stepchildren; and
  - e. Dependents of your Dependent children who reside with you or your covered Dependent child and are chiefly Dependent on you or your covered Dependent child for support and maintenance.
3. Disabled children who have reached age 26 if:
  - a. they are primarily Dependent upon you or your spouse;
  - b. they are incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability; and
  - c. were disabled before they reached age 26.
4. Siblings, including half-siblings and step-siblings, to the Subscriber, if the Subscriber is under age 19.

The Exchange may require the Policyholder to submit proof of continued eligibility for any enrolled child. Your failure to provide this information could result in termination of a child's coverage.

### **Effective Dates of Coverage**

Your policy begins on the effective date, determined by the Exchange, for Qualified Individual who has made a QDP selection during the annual open enrollment period.

Effective dates for special enrollment period:

1. In the case of birth, adoption or placement for adoption, coverage is effective on the date of birth, adoption, or placement for adoption. Advance payments of the premium tax credit are not effective until the first day of the following month in which you provided notice, unless the birth, adoption, or placement for adoption occurs on the first day of the month; and
2. In the case of marriage, or in the case where a Qualified Individual loses his or her Minimum Essential Coverage, coverage is effective on the first day of the following month in which you provided notice.

### **Open Enrollment**

As established by the rules of the Exchange, Qualified Individuals are only permitted to enroll in a Qualified Dental Plan (QDP), or as an enrollee to change QDPs, during the annual open enrollment period or a special enrollment period for which the Qualified Individual has experienced a qualifying event.

An annual open enrollment period is provided for Qualified Individuals and enrollees. Qualified Individuals may enroll in a QDP, and enrollees may change QDPs at that time according to rules established by the Exchange.

*American Indians are authorized to move from one QDP to another QDP once per month.*

## **Changes Affecting Eligibility and Special Enrollment**

A special enrollment period is a period during which a Qualified Individual or enrollee who experiences certain qualifying events or changes in eligibility may enroll in, or change enrollment in, a QDP through the Exchange, outside of the annual open enrollment period.

If a Dependent is no longer eligible under the current policy due to a triggering event, they have the right to continue coverage as a new insured and to obtain a policy in their own name.

Length of special enrollment periods: Unless specifically stated otherwise, a Qualified Individual or enrollee has 60 calendar days from the date of a triggering event to select a QDP.

The Exchange must allow Qualified Individuals and enrollees to enroll in or change from one QDP to another as a result of the following triggering events:

A Qualified Individual or Dependent loses his or her Minimum Essential Coverage. The term Minimum Essential Coverage means any of the following: Government sponsored Policies; coverage under an eligible employer-sponsored plan; coverage under a health plan offered in the individual market within a state; coverage under a grandfathered health plan, and such other health benefits coverage, such as a state health benefits risk pool, or as the Secretary of HHS recognizes);

- A Qualified Individual gains a Dependent or becomes a Dependent through marriage, birth, adoption or placement for adoption;
- An Individual, not previously a citizen national, or lawfully present gains such status;
- A Qualified Individual's enrollment or non-enrollment in a QDP is unintentional, inadvertent, or erroneous and is the result of an error of the Exchange or the Department of Health and Human Services (HHS), or its instrumentalities as determined by the Exchange. In such cases, the Exchange may take such action as may be necessary to correct or eliminate the effects of such error;
- An enrollee demonstrates to the Exchange that the QDP in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee;
- An individual is determined newly eligible or newly ineligible for Advance Payments of the Premium Tax Credit or has a change in eligibility for Cost-Sharing reductions, regardless of whether such individual is already enrolled in a QDP;
- The Exchange must permit individuals whose existing coverage through an eligible employer sponsored plan will no longer be affordable or provide minimum value for his or her employer's upcoming Plan Year to access this special enrollment period prior to the end of his or her coverage through such eligible employer-sponsored plan;
- A Qualified Individual or enrollee gains access to new QDPs as a result of a permanent move; and
- A Qualified Individual or enrollee demonstrates to the Exchange, in accordance with HHS guidelines, that the individual meets other exceptional circumstances as the Exchange may provide.

## **Termination of Coverage**

Your coverage and that of your Eligible Dependents will end on the earliest of the following dates:

- a) The date determined by the Exchange as a result of you requesting termination with appropriate

- notice to the Exchange or the QDP;
- b) The date you cease to be eligible;
  - c) QDP (For any covered Dependents), the day your Dependent ceases to be a Dependent, as defined in the Eligibility section of this booklet;
  - d) The last day of the month for which a premium has not been paid, subject to the grace periods; or
  - e) The date the policy ends.

### **Renewability**

This policy will continue as long as your premiums are paid, subject to the grace period and you continue to be a Qualified Individual as determined by the Exchange.

We reserve the right to terminate the policy, in whole or in part, by giving you written notice at least 31 days advance notice. Termination of the policy will result in loss of coverage for all covered persons. If the policy is terminated, the rights of the covered persons are limited to covered services incurred before termination. Termination is without prejudice to any claim originating while the policy was in force.

We will only increase the premiums or decrease the benefits provided in this policy effective with a 31 days prior written notice.

## **PLAN PAYMENTS**

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### **Participating Dentist Network**

A Delta Dental PPO<sup>SM</sup> network dentist is a dentist who has signed Delta Dental PPO<sup>SM</sup> agreement with Delta Dental of Minnesota. The dentist has agreed to accept the Delta Dental PPO<sup>SM</sup> allowable charge as payment in full for covered dental care. You will be responsible for any applicable deductible and coinsurance amounts listed in the Summary of Dental Benefits section. A Delta Dental PPO<sup>SM</sup> dentist has agreed not to bill more than the Delta Dental PPO<sup>SM</sup> allowable charge. A Delta Dental PPO<sup>SM</sup> dentist has also agreed to file the claim directly with Delta Dental.

A Delta Dental Premier<sup>®</sup> dentist is a dentist who has signed a participating and membership agreement with his/her local Delta Dental Plan. The dentist has agreed to accept Delta Dental's Maximum Amount Payable as payment in full for covered dental care. Delta Dental's Maximum Amount Payable is a schedule of fixed dollar maximums established solely by Delta Dental for dental services provided by a licensed dentist who is a participating dentist. You will be responsible for any applicable deductible and coinsurance amounts listed in the Summary of Dental Benefits section. A Delta Dental Premier<sup>®</sup> dentist has agreed not to bill more than Delta Dental's allowable charge. A Delta Dental Premier<sup>®</sup> dentist has also agreed to file the claim directly with Delta Dental.

Names of Participating Dentists can be obtained, upon request, by calling Delta Dental, or from Delta Dental's web site at [www.DeltaDentalMN.org/find-a-dentist](http://www.DeltaDentalMN.org/find-a-dentist). Refer to the General Information section of this booklet for detailed information on how to locate a participating provider using Delta Dental's web site.

### **Covered Fees**

Under this Policy, YOU ARE FREE TO GO TO THE DENTIST OF YOUR CHOICE. You may have additional out-of-pocket costs if your dentist is not a Delta Dental Premier® Delta Dental PPO<sup>SM</sup> dentist with Delta Dental. This payment difference could result in some financial liability to you. The amount is Dependent on the nonparticipating dentist's charges in relation to the Table of Allowances determined by Delta Dental.

TO AVOID ANY MISUNDERSTANDING OF BENEFIT PAYMENT AMOUNTS, ASK YOUR DENTIST ABOUT HIS OR HER NETWORK PARTICIPATION STATUS WITHIN YOUR DELTA DENTAL PREMIER® AND DELTA DENTAL PPO<sup>SM</sup> NETWORKS PRIOR TO RECEIVING DENTAL CARE.

### **Claim Payments**

**PAYMENTS ARE MADE BY DELTA DENTAL ONLY WHEN THE COVERED DENTAL PROCEDURES HAVE BEEN COMPLETED. DELTA DENTAL MAY REQUIRE ADDITIONAL INFORMATION FROM YOU OR YOUR PROVIDER BEFORE A CLAIM CAN BE CONSIDERED COMPLETE AND READY FOR PROCESSING. IN ORDER TO PROPERLY PROCESS A CLAIM, DELTA DENTAL MAY BE REQUIRED TO ADD AN ADMINISTRATIVE POLICY LINE TO THE CLAIM. DUPLICATE CLAIMS PREVIOUSLY PROCESSED WILL BE DENIED.**

**ANY BENEFITS PAYABLE UNDER THIS PLAN ARE NOT ASSIGNABLE BY ANY COVERED PERSON OR ANY ELIGIBLE DEPENDENT OF ANY COVERED PERSON.**

Delta Dental Premier® Dentists:

Claim payments are based on Delta Dental's Payment Obligation which is the highest fee amount Delta Dental approves for dental services provided by a Delta Dental Premier® dentist to a Delta Dental covered patient. Delta Dental Payment Obligation for Delta Dental Premier® dentists is the lesser of: (1) The fee pre-filed by the dentist with their Delta Dental organization; (2) The Maximum Amount Payable as determined by Delta Dental; (3) The fee charged or accepted as payment in full by the Delta Dental Premier® dentist regardless of the amount charged. All Plan Payment Obligations are determined prior to the calculation of any patient co-payments, coinsurance and deductibles as provided under the patient's Delta Dental Policy.

Delta Dental PPO<sup>SM</sup> Dentists:

Claim payments are based on Delta Dental's Payment Obligation which is the highest fee amount Delta Dental approves for dental services provided by a Delta Dental PPO<sup>SM</sup> dentist to a Delta Dental covered patient. Delta Dental Payment Obligation for Delta Dental PPO<sup>SM</sup> dentists is the lesser of: (1) The fee pre-filed by the dentist with their Delta Dental organization; (2) The Delta Dental PPO<sup>SM</sup> Maximum Amount Payable as determined by Delta Dental; (3) The fee charged or accepted as payment in full by the Delta Dental PPO<sup>SM</sup> dentist regardless of the amount charged. All Plan Payment Obligations are determined prior to the calculation of any patient co-payments, coinsurance and deductibles as provided under the patient's Delta Dental Policy.

Nonparticipating Dentists:

Claim payments are based on Delta Dental's Payment Obligation, which for nonparticipating dentists is the treating dentist's submitted charge or the Table of Allowances established solely by Delta Dental, whichever is less. The Table of Allowances is a schedule of fixed dollar maximums established by Delta Dental for services rendered by a licensed dentist who is a nonparticipating dentist. Claim payments are sent directly to the Covered Person.



THE COVERED PERSON IS RESPONSIBLE FOR ALL TREATMENT CHARGES MADE BY THE NONPARTICIPATING DENTIST. WHEN SERVICES ARE OBTAINED FROM A NON-PARTICIPATING PROVIDER, ANY BENEFITS PAYABLE UNDER THE CONTRACT ARE PAID DIRECTLY TO THE COVERED PERSON.

### Claim and Appeal Procedures

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#### Proof of Loss

All claims should be submitted within 12 months of the date of service. If you do not submit a claim within the time required, it will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. You must submit your proof as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### Initial Claim Determinations

An initial benefit determination on your claim or an initial request for additional information will be made within 15 days after receipt of your claim. You will receive written notice of this benefit determination if you have any liability or request for additional information. If the extension is needed for us to get additional information from you, the notice will describe the specific information we need. You will have 45 days from the receipt of the notice to provide the information. Without complete information, your claim will be denied.

#### Appeals

In the event that we deny a claim in whole or in part, you have a right to a full and fair review. Your request to review a claim must be in writing and submitted to us within 180 days from the claim denial. We will make a benefit determination within 60 days following receipt of your appeal.

Your appeal must include your name, your identification number, Plan number, claim number, and dentist's name as shown on the Explanation of Benefits. Send your appeal to:

Delta Dental of Minnesota  
Attention: Professional Services Appeals and Grievances  
PO Box 30416  
Lansing, MI 48909

You may submit written comments, documents, or other information that supports your appeal. Upon request, you will also be given reasonable access to and copies of all relevant records used in making the decision. These records will be given to you at no charge. The review will take into account all information about the denied or reduced claim, even if the information was not present or available at the time of the initial determination. In this review, the initial determination will not be given any weight.

The review will be done by someone different from the original decision-makers and will not take into consideration any prior decisions made in your claim. Because all decisions are based on a preset schedule of dental services that are covered by your plan, claims are not reviewed to determine dental necessity or appropriateness. If we need to consult a professional to determine if a service is covered under your plan's schedule of benefits, we will consult with a dental professional who has appropriate training and experience. This professional will not be the same person who was involved in the initial adverse benefit determination (nor a subordinate of any such person). We will identify any dental professional whose advice was obtained on our behalf, even if the advice was not used in making the benefit determination. If, after review, we continue

to deny the claim, you will be notified in writing.

### Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. However, no authorization is required for your treating dentist to make a claim or appeal on your behalf. The authorization form must be in writing, signed by you, and include all the information required in our Authorized Representative form. This form is available at our web site or by calling Customer Service. You can revoke the authorized representative at any time, and you can authorize only one person as your representative at a time.

## **GENERAL INFORMATION**

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### **Health Plan Issuer Involvement**

Delta Dental is the health plan issuer involved with Delta Dental. Its address is stated on the back cover of this booklet. The benefits under Delta Dental are guaranteed by Delta Dental under the Contract. Delta Dental will review claims incurred and submitted for enrollees under prior coverage with Delta Dental in determining benefits under this coverage.

Other than eligibility determinations, which are made by Delta Dental Sponsor, Delta Dental of Minnesota has the sole authority, discretion and responsibility to interpret and apply the terms of this Policy and to determine all factual and legal questions under the Policy, including the amount of benefits to be paid under the insurance contract, if any.

### **Privacy Notice**

Delta Dental of Minnesota will not disclose non-public personal financial or health information concerning persons covered under our dental benefit plans to non-affiliated third parties except as permitted by law or required to adjudicate claims submitted for dental services provided to persons covered under our dental benefit plans.

### **How to Find a Participating Dentist**

A real-time listing of participating dentists is available in an interactive directory at Delta Dental's user friendly web site, [www.DeltaDentalMN.org](http://www.DeltaDentalMN.org). Delta Dental highly recommends use of the web site for the most accurate network information.

To search for and verify the status of participating providers, select "Find a Dentist" on the [www.DeltaDentalMN.org/find-a-dentist](http://www.DeltaDentalMN.org/find-a-dentist) home page. Select the Product or Network in the drop-down menu, and search by city and state, ZIP code or provider or clinic name. If your dentist does not participate in the network, you may continue to use that dentist, although you will share more of the cost of your care and could be responsible for dental charges up to the dentist's full billed amount.

If you do not have Internet access, you can also find a network dentist or verify that your current dentist is in the network by:

- Asking the dental office representative when you call to schedule a dentist appointment.
- Contacting our Customer Service Center at (855) 643-3582. Customer Service hours are

7a.m. - 7 p.m. CT, Monday through Friday.

### **Using Your Dental Policy**

Dentists who participate with Delta Dental under this Policy are independent contractors. The relationship between you and the participating dentist you select to provide your dental services is strictly that of provider and patient. Delta Dental cannot and does not make any representations as to the quality of treatment outcomes of individual dentists, nor recommends that a particular dentist be consulted for professional care.

All claims should be submitted within 12 months of the date of service.

If your dentist is a participating dentist, the claim form will be available at the dentist's office. If your dentist is nonparticipating, claim forms are available by calling (855) 643-3582.

Delta Dental also accepts the standard American Dental Association (ADA) claim form used by most dentists.

The dental office will file the claim form with Delta Dental; however, you may be required to assist in completing the patient information portion on the form (Items 1 through 14).

During your first dental appointment, it is very important to advise your dentist of the following information:

- \* YOUR DELTA DENTAL GROUP NUMBER
- \* YOUR IDENTIFICATION NUMBER (your Dependents must use **YOUR** identification number)
- \* YOUR BIRTHDAY AND THE BIRTH DATES OF YOUR SPOUSE AND DEPENDENT CHILDREN

### **DELTA DENTAL OF MINNESOTA NOTICE OF INFORMATION PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

*Delta Dental of Minnesota is required by law to maintain the privacy of your Protected Health Information, to provide you with this notice of its legal duties and privacy practices with respect to your Protected Health Information and to notify you following a breach of unsecured Protected Health Information. This notice is being issued to comply with the requirements of the Privacy Rules under the Health Insurance Portability and Accountability Act (HIPAA Privacy Rules). Individually identifiable information about your past, present or future health or condition, the provision of health care to you, or payment for such health care is considered "Protected Health Information" (PHI). Health care includes dental care.*

#### **Our Permitted Uses and Disclosures of Your Protected Health Information**

We use and disclose PHI about you without your authorization for treatment, payment, and

health care operations.

**Treatment:** We may disclose PHI to your dentist(s) for treatment purposes. For example, your dentist may wish to provide a dental service to you but first seek information from us as to whether the service has been previously provided.

**Payment:** We use and disclose your PHI in order to fulfill our duty to provide your coverage, determine your benefits, and make payment for services provided to you. For example, we may use and disclose your PHI in order to process your claims.

**Health Care Operations:** We use and disclose your PHI as a part of certain operations, such as quality improvement. For example, we may use and disclose your PHI to evaluate the quality of dental services that were performed or to check for fraud and abuse.

We may not, however, use or disclose any PHI that is considered genetic information under Federal Law for underwriting purposes.

Unless you object, we may disclose your PHI to a family member, other relative, person authorized by law, or any other person you identify as involved in your care or the payment related to your care. Only PHI relevant to that person's involvement in your care or the payment related to your care will be disclosed. You can restrict this disclosure at any time, subject to certain limitations.

We may also use or disclose your PHI without your authorization for several other reasons. Subject to certain requirements, we may use or disclose your PHI without your authorization for public health purposes, auditing purposes and research studies. We may disclose PHI in response to a court or administrative order, subpoena, discovery request or other lawful process if certain conditions are met and the required assurances are received. We provide PHI when otherwise required by law, such as for law enforcement purposes. We may disclose your PHI to public health or other appropriate authorities to lessen a serious or imminent threat to the health or safety of you or the public. In any other situations not described here, we will ask for your written authorization before using or disclosing your PHI. If you choose to sign an authorization to allow disclosure of your PHI, you can later revoke that authorization to stop any future uses and disclosures (other than for treatment, payment and health care operations).

We reserve the right to change this notice at any time and for any reason. We reserve the right to make the revised or changed notice effective for PHI we currently maintain as well as any information received in the future. A copy of our most current notice will be posted at [www.DeltaDentalMN.org](http://www.DeltaDentalMN.org).

### **Individual Rights**

In most cases, you have the right to view or get a copy of your PHI which is held in a particular record set by us. You may request copies for a nominal per-page charge. You also have the right to receive a list of instances where we have disclosed your PHI without your written authorization for reasons other than treatment, payment or health care operations. If you believe that information in your record is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

You may request in writing that we not use or disclose your PHI for treatment, payment and health care operations except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request but are not legally required to accept it. You also have the right to receive confidential communications of PHI by alternative means or at alternative locations, if you clearly state that disclosure of all or part of your PHI could endanger you. You also have the right to receive notice following an unauthorized access, use or disclosure of your PHI if that unauthorized access, use or disclosure is considered a “breach” as defined by the HIPAA Privacy Rules.

### **Complaints**

If you are concerned that we have violated your privacy rights, or you disagree with a decision we have made about access to your records, you may contact the address listed below. You may also send a written complaint to the U.S. Department of Health and Human Services. The person listed below can provide you with the appropriate address upon request.

### **Our Legal Duty**

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

If you wish to inspect your records, receive a listing of disclosures, or correct or add to the information in your record, request a paper copy of this Notice or if you have any questions, complaints or concerns, please contact:

Customer Service  
PO Box 1886  
Indianapolis, IN 46206-1886  
(855) 643-3582

## **DELTA DENTAL OF MINNESOTA**

**DELTA DENTAL OF MINNESOTA  
Administrative Offices**

**PO Box 1886**

Indianapolis, IN 46206-1886

(855) 643-3582

[www.DeltaDentalMN.org](http://www.DeltaDentalMN.org)