2023-2024 STUDENT DENTAL PLANS

Preventive & Periodontal Dental Plan





DELTA DENTAL PPO PLUS PREMIER -COMPREHENSIVE ENHANCED

Dental Benefit Plan Summary

University of Minnesota Student Dental Plan Preventive Plan

Group Number 765351

ADMINISTRATION

PLAN SPONSOR, FIDUCIARY AND PLAN ADMINISTRATOR:

Office of Student Health Benefits – University of MN 410 Church St. SE, Room N323 Minneapolis, MN 55455 Telephone: (612) 624-0627

AGENT FOR SERVICE OF LEGAL PROCESS:

Office of Student Health Benefits – University of MN 410 Church St. SE, Room N323 Minneapolis, MN 55455 Telephone: (612) 624-0627

FUNDING: Your contribution towards the cost of dental benefits coverage will be determined by the Plan Sponsor each year and communicated to you prior to the effective date of any changes in the cost of the coverage. Dental benefits are self-funded by the Regents of the University of Minnesota and are not insured through Delta Dental.

IDENTIFICATION NUMBER OF PLAN SPONSOR: 41-6007513

PLAN NAME: University of Minnesota Student Dental Plan – Preventive Plan

TYPE OF PLAN: Dental Benefit Plan

PLAN YEAR: September 1 – August 31

DELTA DENTAL GROUP NUMBER: 765351

PLAN BENEFITS ADMINISTERED BY:

DDMN ASO, LLC P.O. Box 330 Minneapolis, Minnesota 55440 Telephone: (651) 406-5916 or (800) 553-9536 www.deltadentalmn.org

DENTAL BENEFIT PLAN SUMMARY

This is a Summary of your Group Dental Program (**PROGRAM**) prepared for Covered Persons with:

University of Minnesota Student Dental Plan (GROUP)

This Program has been established and is maintained and administered in accordance with the provisions of the Group Dental Plan Contract Administrative Services Only (hereinafter "Group Dental Plan Contract" or "Contract") Number **765351** between Group and DDMN ASO, LLC ("Delta Dental") (**PLAN**).

This booklet is subject to the provisions of the Group Dental Plan Contract. If there is an inconsistency between this booklet and the Group Dental Plan Contract, the Group Dental Plan Contract controls.

DELTA DENTAL

Administrative Offices P.O. Box 330 Minneapolis, Minnesota 55440-0330 (651) 406-5916 or (800) 553-9536 www.deltadentalmn.org

The Plan Sponsor is required by law to maintain the privacy of your Protected Health Information, to provide you with 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. Delta Dental is obligated to protect the privacy of the Protected Health Information it holds about you because it provides administrative services for your dental benefits. Delta Dental's privacy practices are described below.

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 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.

We may be asked by the sponsor of your dental benefits to provide your PHI to the sponsor. We will do so if permitted by law.

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. If you are incapacitated or in the event of an emergency, we will exercise professional judgment to determine whether a disclosure of this type is in your best interest.

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, research studies, and emergencies. 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 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.

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.

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:

Delta Dental of Minnesota Customer Service PO Box 330 Minneapolis, MN 55440-0330 (651) 406-5916 or (800) 553-9536

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SUMMARY OF DENTAL BENEFITS

After you have satisfied the deductible, if any, your dental program pays the following percentages of the treatment cost, up to a maximum fee per procedure. The maximum fee allowed by Delta Dental is different for Delta Dental PPO dentists, Delta Dental Premier dentists and nonparticipating dentists. If you see a nonparticipating dentist, your out-of-pocket expenses may increase.

		<u>Delta</u> Dental PPO	<u>Delta</u> <u>Dental</u> Premier	<u>Out-of-</u> Network
Diagnostic and Preve	entive Services 1	100%	100%	100%
Periodontics		80%	80%	80%

Benefit Maximums

There is no benefit maximum applicable to this Plan.

Deductible

There is no deductible applicable to this Plan.

Coverage Year

A Coverage Year is a 12-month period in which deductibles and benefit maximums apply. Your Coverage Year is September 1 to August 31.

DESCRIPTION OF COVERED PROCEDURES

Pretreatment Estimate

(Estimate of Benefits)

IT IS A GOOD IDEA TO GET A PRETREATMENT ESTIMATE FOR YOUR DENTAL CARE THAT INVOLVES MAJOR RESTORATIVE, PERIODONTICS, OR PROSTHETICS. THE PRETREATMENT IS RECOMMENDED, BUT NOT REQUIRED FOR YOU TO RECEIVE BENEFITS FOR COVERED DENTAL CARE. THE PRETREATMENT ESTIMATE IS A VALUABLE TOOL FOR BOTH THE DENTIST AND YOU. SUBMISSION OF A PRETREATMENT ESTIMATE ALLOWS THE DENTIST AND YOU TO KNOW WHAT BENEFITS YOU HAVE AND IF THE TREATMENT IS COVERED. THE PRETREATMENT ESTIMATE OUTLINES WHAT YOU HAVE TO PAY TO THE DENTIST, SUCH AS CO-PAYMENTS AND DEDUCTIBLES. IT ALLOWS THE DENTIST AND YOU TO MAKE ANY NECESSARY FINANCIAL ARRANGEMENTS BEFORE YOUR TREATMENT BEGINS. THIS PROCESS DOES NOT PRIOR AUTHORIZE THE TREATMENT NOR DETERMINE ITS DENTAL OR MEDICAL NECESSITY. THE ESTIMATED PAYMENT IS BASED ON YOUR CURRENT ELIGIBILITY AND CONTRACT BENEFITS IN EFFECT AT THE TIME OF THE ESTIMATE. THIS 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 YOUR COVERAGE OR OTHER COVERAGE YOU HAVE MAY ALTER THE PAYMENT AMOUNT.

After the exam, your dentist will tell you the dental treatment that should be given. If the dental treatment involves major restorative, periodontics, or prosthetics, the dentist should submit a claim form to the Plan for the proposed treatment. The Plan will review and determine if the treatment is covered and estimate the amount of payment.

A Pretreatment Estimate of Benefits statement will be sent to you and your dentist. You will be responsible to pay for any deductibles and coinsurance amounts. You will also be responsible to pay for any dental treatment that is not considered a covered service under the Plan.

Benefits

The Program covers the following dental procedures when they are performed by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice. The benefits under this Program shall be provided whether the dental procedures are performed by a duly licensed physician or a duly licensed dentist, if otherwise covered under this Program, 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, the Plan 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, the Plan may require that a Covered Person be examined by a dental consultant retained by the Plan in or near the Covered Person's place of residence. The Plan 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 AND DELTA DENTAL PREMIER NETWORKS PRIOR TO RECEIVING DENTAL CARE.

Delta Dental of Minnesota does not determine whether a service submitted for payment or benefit under this Plan is a dental procedure that is dentally necessary to treat a specific condition or restore dentition for an individual. Delta Dental evaluates dental procedures submitted to determine if the procedure is a covered benefit under your dental plan. Your dental Plan includes a preset schedule of dental services that are eligible for benefit by the Plan. Your dentist may recommend or prescribe other dental care services that are not covered, are cosmetic in nature, or exceed the benefit frequencies of this plan. While these services may be necessary for your dental condition, they may not be covered by us. There may be an alternative dental care service available to you that is covered under your plan. These alternative services are called optional treatments. If an allowance for an optional treatment is available, you may apply this allowance to the initial dental care service prescribed by your dentist. You are responsible for any costs that exceed the allowance, in addition to any coinsurance or deductible you may have. Services that are not covered by the Plan or exceed the frequency of Plan benefits do not imply that the service is or is not dentally necessary to treat your specific dental condition. You are responsible for dental services that are not covered or benefited by the Plan. The decision as to what dental care treatment is best for you is solely between you and your dentist.

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.

PREVENTIVE CARE (Diagnostic & Preventive Services)

Oral Evaluations - Any type of evaluation (checkup or exam) is covered 1 time per 6-month period.

NOTE: Comprehensive oral evaluations will be benefited 1 time per dental office, subject to the 1 time per 6-month period limitation. Any additional comprehensive oral evaluations performed by the same dental office will be benefited as a periodic oral evaluation and will be subject to the 1 time per 6-month period.

Radiographs (X-rays)

- Bitewings Covered at 1 series of films per 12-month period for Covered Persons age 19 and over.
- Full Mouth (Complete Series) or Panoramic Covered 1 time per 36-month period.
- **Periapical(s)** 4 single X-rays are covered per 12-month period.
- Occlusal Covered at 2 series per 24-month period.
- Extroral

Dental Cleaning

• **Prophylaxis or Periodontal Maintenance** - Any combination of these procedures is covered 2 times per 6-month period.

Prophylaxis is a procedure to remove plaque, tartar (calculus), and stain from teeth.

NOTE: A prophylaxis performed on a Covered Person under the age of 14 will be benefited as a child prophylaxis. A prophylaxis performed on a Covered Person age 14 or older will be benefited as an adult prophylaxis.

<u>Periodontal Maintenance</u> is a procedure that includes removal of bacteria from the gum pocket areas, scaling and polishing of the teeth, periodontal evaluation and gum pocket measurements for patients who have completed periodontal treatment.

Oral Hygiene Instructions - Instructions which include tooth-brushing techniques, flossing and use of oral hygiene aids are covered 1 time per lifetime.

Sealants or Preventive Resin Restorations - Any combination of these procedures is covered 1 time per 60-month period for permanent first and second molars.

EXCLUSIONS - Coverage is NOT provided for:

- 1. Space Maintainers.
- 2. Fluoride Treatment.

PERIODONTICS (GUM & BONE TREATMENT)

Basic Non Surgical Periodontal Care - Treatment for diseases for the gingival (gums) and bone supporting the teeth.

- > Periodontal scaling & root planing Covered 1 time per 24 months.
- > Full mouth debridement Covered 1 time per 36 months.

EXCLUSIONS - Coverage is NOT provided for:

- 1. Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- 2. Bacteriologic tests for determination of periodontal disease or pathologic agents.
- 3. The controlled release of therapeutic agents or biologic materials used to aid in soft tissue and osseous tissue regeneration.
- 4. Provisional splinting, temporary procedures or interim stabilization of teeth.
- 5. Deep sedation/general anesthesia, analgesic agents, therapeutic drug injections, drugs, or medicaments for non-surgical and surgical periodontal care, regardless of the method of administration.
- 6. Gingivectomy/gingivoplasty.
- 7. Gingival flap.
- 8. Osseous surgery.
- 9. Bone replacement graft.
- 10. Pedicle soft tissue graft.
- 11. Free soft tissue graft.
- 12. Subepithelial connective tissue graft.
- 13. Distal/proximal wedge.
- 14. Soft tissue allograft.
- 15. Combined connective tissue and double pedicle graft.
- 16. Apically positioned flap.

Exclusions

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 program, or Federal Veteran's Administration program. However, if a Covered Person receives a bill or direct charge for dental services under any governmental program, then this exclusion shall not apply. Benefits under this Contract will not be reduced or denied because dental services are rendered to a subscriber or dependent who is eligible for or receiving Medical Assistance pursuant to Minnesota Statute Section 62A.045.
- b) Dental services or health care services not specifically covered under the Group 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 the Plan, an established scientific basis for recommendation.
- d) Dental services performed for cosmetic purposes. NOTE: Dental services are subject to postpayment 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.
- b) Deep sedation/general anesthesia, analgesic agents, therapeutic drug injections, medicines, or drugs for non-surgical or surgical dental care, regardless of the method of administration. 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) Any artificial material implanted or grafted into or onto bone or soft tissue, including implant procedures and associated fixtures, or surgical removal of implants.
- I) Implant maintenance or repair to an implant or implant abutment.
- m) Services or supplies that have the primary purpose of improving the appearance of your teeth. This includes but is not limited to tooth whitening agents or tooth bonding and veneer covering of the teeth.
- n) Orthodontic treatment services, unless specified in this Dental Benefit Plan Summary as a covered dental service benefit.
- o) Case presentations, office visits and consultations.
- p) Incomplete, interim or temporary services.
- q) Athletic mouth guards, enamel microabrasion and odontoplasty.
- r) Retreatment or additional treatment necessary to correct or relieve the results of treatment previously benefited under the plan.
- s) Procedures designed to enable prosthetic or restorative services to be performed such as a crown lengthening.
- t) Bacteriologic tests.

- u) Cytology sample collection.
- v) Separate services billed when they are an inherent component of a Dental Service where the benefit is reimbursed at an Allowed Amount.
- w) Pediatric removable or fixed prosthetic appliances (dentures, partials or bridges).
- x) Interim or temporary removable or fixed prosthetic appliances (dentures, partials or bridges).
- y) The replacement of an existing partial denture with a bridge.
- z) Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
- aa) Provisional splinting, temporary procedures or interim stabilization.
- bb) Placement or removal of sedative filling, base or liner used under a restoration.
- cc) Services or supplies that are medical in nature, including dental oral surgery services performed in a hospital.
- dd) Occlusal procedures including occlusal guard and adjustments.
- ee) Pulp vitality tests.
- ff) Adjunctive diagnostic tests.
- gg) Diagnostic casts.
- hh) Incomplete root canals.
- ii) Cone beam images.
- jj) Anatomical crown exposure.
- kk) Temporary anchorage devices.
- II) Sinus augmentation.
- mm) Brush biopsy and the accession of a brush biopsy.
- nn) Restorations placed for preventive or cosmetic purposes.
- oo) Inlays, onlays and crowns placed for preventive or cosmetic purposes.
- pp) 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.
- qq) Space Maintainers.
- rr) Fluoride Treatment.
- ss) Inlays.
- tt) Biopsy of oral tissue.
- uu) Gingivectomy/gingivoplasty.
- vv) Gingival flap.
- ww) Osseous surgery.
- xx) Bone replacement graft.
- yy) Pedicle soft tissue graft.
- zz) Free soft tissue graft.
- aaa) Subepithelial connective tissue graft.
- bbb) Distal/proximal wedge.

- ccc) Soft tissue allograft.
- ddd) Combined connective tissue and double pedicle graft.
- eee) Apically positioned flap.
- fff) Basic Services.
- ggg) Endodontic Services.
- hhh) Oral Surgery Services.
- iii) Major Restorative Services.
- jjj) Prosthetic Services.
- kkk) Orthodontic Services.

Limitations

- a) Reconstructive Surgery: benefits shall be provided for reconstructive surgery when such dental procedure is incidental to or follows surgery resulting from injury, sickness or other diseases of the involved part, or 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, to the extent as required by MN Statute 62A.25 provided, however, that such services are dental reconstructive surgical services.
- b) Benefits for inpatient or outpatient expenses arising from dental services up to age 18, including orthodontic and oral surgery services, involved in the management of birth defects known as cleft lip and cleft palate as required by Minnesota Statutes Section 62A.042. For Programs without orthodontic coverage: Dental orthodontic services not related to the management of the congenital condition of cleft lip and cleft palate is not covered under this dental benefit program. For Programs with orthodontic coverage: If coverage for the treatment of cleft lip or cleft palate is available under any other policy or contract of insurance, this plan shall be primary and the other policy or contract shall be secondary.

For other dental procedure exclusions and limitations, refer to the Description of Coverage in this Dental Benefit Plan Summary.

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.

Optional Treatment Plans

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 hereunder 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.

ELIGIBILITY

Covered Persons under this Program are:

Students

Eligible students enrolled in the Student Health Benefit Plan (SHBP) meet the eligibility requirements as established by the University of Minnesota Student Dental Plan and stated within this Dental Benefit Plan Summary under Effective Date of Coverage.

See the Office of Student Health Benefits website for full details and more information:

http://www.shb.umn.edu

Effective Dates of Coverage

Eligible Student:

You are eligible to be covered under this Program when the Program first became effective, September 1, 2017, contingent upon your enrollment in the SHBP, or on the date determined by the University of Minnesota Preventive Student Dental Plan.

The eligibility of all Covered Persons, for the purposes of receiving benefits under the Program, shall, at all times, be contingent upon the applicable payment having been made by such Covered Person for the University of Minnesota Student Health Benefit Plan.

Open Enrollment

Contact the Office of Student Health Benefits for your designated Open Enrollment period, if any.

PLAN PAYMENTS

Participating Dentist Network

A Delta Dental Premier 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 dentist has agreed not to bill more than Delta Dental's allowable charge. A Delta Dental Premier dentist has also agreed to file the claim directly with Delta Dental.

A Delta Dental PPO network dentist is a dentist who has signed Delta Dental PPO agreement with Delta Dental of Minnesota. The dentist has agreed to accept the Delta Dental PPO Maximum Amount Payable 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 dentist has agreed not to bill more than the Delta Dental PPO Maximum Amount Payable. A Delta Dental PPO 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 the Plan's internet web site at <u>www.deltadentalmn.org</u>. Refer to the General Information section of this booklet for detailed information on how to locate a participating provider using the Plan's internet web site.

Covered Fees

Under this Program, 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 participating Delta Dental PPO or Delta Dental Premier dentist with the plan. There may also be a difference in the payment amount if your dentist is not a participating 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 THE DELTA DENTAL PPO AND DELTA DENTAL PREMIER NETWORKS PRIOR TO RECEIVING DENTAL CARE.

Notice of Claim

Written notice of claim must be given to Delta Dental within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Policyholder or the beneficiary shall be presented to Delta Dental at PO Box 330, Minneapolis, MN 55440-0330.

Claim Forms

Delta Dental, upon receipt of a notice of claim, will furnish to you such forms as are usually furnished for filing proofs of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you shall be deemed to have complied with the requirements of this policy.

Claim Payments

PAYMENTS ARE MADE BY THE PLAN ONLY WHEN THE COVERED DENTAL PROCEDURES HAVE BEEN COMPLETED. THE PLAN 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, THE PLAN 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 the Plan'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. The Plan 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 and deductibles as provided under the patient's Delta Dental program.

Delta Dental PPO Dentists:

Claim payments are based on the Plan's Payment Obligation which is the highest fee amount Delta Dental approves for dental services provided by a Delta Dental PPO dentist to a Delta Dental covered patient. The Plan Payment Obligation for Delta Dental PPO dentists is the lesser of: (1) The fee pre-filed by the dentist with their Delta Dental organization; (2) The Delta Dental PPO Maximum Amount Payable as determined by Delta Dental; (3) The fee charged or accepted as payment in full by the Delta Dental PPO dentist

regardless of the amount charged. All Plan Payment Obligations are determined prior to the calculation of any patient co-payments and deductibles as provided under the patient's Delta Dental program.

Nonparticipating Dentists:

Claim payments are based on the Plan'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 NONPARTICIPATING PROVIDER, ANY BENEFITS PAYABLE UNDER THE GROUP CONTRACT ARE PAID DIRECTLY TO THE COVERED PERSON.

Coordination of Benefits (COB)

If you or your dependents are eligible for dental benefits under this Program and under another dental program, benefits will be coordinated so that no more than 100% of the Plan Payment Obligation is paid jointly by the programs. The Plan Payment Obligation is determined prior to calculating all percentages, deductibles and benefit maximums.

The Coordination of Benefits provision determines which program has the primary responsibility for providing the first payment on a claim. In establishing the order, the program covering the patient as a student has the primary responsibility for providing benefits before the program covering the patient as a dependent. If the patient is a dependent child, the program with the parent whose month and day of birth falls earlier in the calendar year has the primary payment responsibility. If both parents should have the same birth date, the program in effect the longest has the primary payment responsibility. If the other program does not have a Coordination of Benefits provision, that program most generally has the primary payment responsibility.

NOTE: When Coordination of Benefits applies for dependent children, provide your dentist with the birth dates of both parents.

Time of Payment of Claim

Any benefits due under this Policy for any loss other than loss for which this Policy provides periodic payment will be paid immediately upon receipt of due written proof of such loss.

Claim and Appeal Procedures

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 will be made within 30 days after receipt of your claim. You will receive a written notice of this benefit determination. The 30-day period may be extended for an additional 15 days if the claim determination is delayed for reasons beyond our control. In that case, we will notify you prior to the end of the initial 30-day period. We will tell you the reasons we require an extension and the date by which we expect to make a decision. 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 us with 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, group number, claim number, and dentist's name as shown on the Explanation of Benefits. Send your appeal to:

Delta Dental Attention: Appeals Unit PO Box 551 Minneapolis, MN 55440-0551

The Delta Dental Appeal Unit 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.

The University of Minnesota Student Dental Plan- Preventive Dental plan has designated final authorization and benefit determination authority to Delta Dental. Appeal review decisions by Delta Dental of adverse benefit determinations are deemed final. Claim procedures provide that civil action may be elected only after the appeal process has been exhausted.

You may submit written comments, documents, or other information that you feel supports your appeal. Upon request, you will also be given reasonable access to and copies of all relevant records that are 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 of the claim 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.

Deadline to File Claim and Deadline to File Legal Action

A claim must be filed with Delta Dental within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based to be considered timely under the applicable claim and review procedure. You must exhaust this claim and review procedure before bringing a lawsuit.

No legal action to recover benefits under any provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to these dental benefits unless the legal action is commenced in the proper forum before the earlier of:

- (a) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or
- (b) six (6) months after the claimant has exhausted the claims and review procedure.

In any legal action for dental benefits under this Program all explicit and all implicit determinations by the decision-maker under this claims and appeals process (including, but not limited to, determinations as to whether a claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

GENERAL INFORMATION

Health Plan Issuer Involvement

The benefits under the Plan are not guaranteed by Delta Dental under the Contract. As Claims Administrator, Delta Dental pays or denies claims on behalf of the Plan and reviews requests for review of claims as described in the Claim and Appeals Procedures section.

The Plan Administrator and Plan Sponsor and will make determinations that may be required from time to time in the administration of the Plan. The Plan Sponsor and Plan Administrator have the authority, discretion and responsibility to interpret and apply the terms of the Plan and to determine all factual and legal questions under the Plan, including entitlement to benefits and resolution of claims and appeals related to benefits, unless authority to make such determinations is delegated by the Plan Administrator to the Claims Administrator. Benefits under the Program will be paid only if the Plan Administrator or the person or entity to whom it has delegated authority decides in its discretion that the claimant is entitled to them. The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All determinations, interpretations, rules, and decisions of the Plan Administrator or its delegate shall be made in its sole discretion and shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Program.

How to Find a Participating Dentist

A real-time listing of participating dentists is available in an interactive directory at the Plan's user friendly web site, <u>www.deltadentalmn.org</u>. The Plan highly recommends use of the web site for the most accurate network information. Go to <u>http://www.deltadentalmn.org/findAdentist</u> and enter your zip code, city or state to find local participating dentists. You can also search by dentist or clinic name. The Web site also allows you to print out a map directing you to the dental office you select. **The Dentist Search is an accurate and up-to-date way to obtain information on participating dentists**.

To search for and verify the status of participating providers, select "Dentist Search" on the <u>www.deltadentalmn.org</u> 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, other options are available to find a network dentist or verify that your current dentist is in the network.

- When you call to make a dental appointment, always verify the dentist is a participating dentist. Be sure to specifically state that the Office of Student Health Benefits – University of Minnesota is providing the Dental program.
- Contact our Customer Service Center at: (651) 406-5916 or (800) 553-9536. Customer Service hours are 7 a.m. to 7 p.m., Monday through Friday, Central Standard Time.

Using Your Dental Program

Dentists who participate with Delta Dental under this Program 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:

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Delta Dental - (651) 406-5916 or (800) 553-9536
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The Plan also accepts the standard American Dental Association (ADA) claim form used by most dentists.

The dental office will file the claim form with the Plan; 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 GROUP NAME
- * YOUR IDENTIFICATION NUMBER (your dependents must use **YOUR** Identification number)
- * YOUR BIRTHDAY AND THE BIRTH DATES OF YOUR SPOUSE AND DEPENDENT CHILDREN

Cancellation and Renewal

The Program may be canceled by the Plan only on an anniversary date of the University of Minnesota Student Dental Plan Contract, or at any time the University of Minnesota Student Dental Plan fails to make the required payments or meet the terms of the Contract.

Upon cancellation of the Program, Covered Persons of the University of Minnesota Student Dental Plan have no right to continue coverage under the Program or convert to an individual dental coverage contract.

DELTA DENTAL

FOR CLAIMS

P.O. Box 330 Minneapolis, Minnesota 55440-0330 (651) 406-5916 or (800) 553-9536

FOR APPEALS

P.O. Box 551 Minneapolis, Minnesota 55440-0551

CORPORATE LOCATION

500 Washington Avenue South Suite 2060 Minneapolis, MN 55415 (651) 406-5900 or (800) 328-1188 www.deltadentalmn.org

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