

# Delta Dental

## Certificate of Coverage



Delta Dental of Arkansas  
P.O. Box 15965  
Little Rock, AR 72231  
(501) 835-3400  
(800) 462-5410  
[www.deltadentalar.com](http://www.deltadentalar.com)

## CERTIFICATE OF COVERAGE

### INTRODUCTION TO YOUR CERTIFICATE

Delta Dental Plan of Arkansas, Inc. ("Delta Dental") is a not-for-profit medical service corporation. As used in this Certificate, Delta Dental may refer to Delta Dental Plan of Arkansas, Inc., acting on its own behalf or acting on behalf of or in conjunction with a member or members of the Delta Dental Plans Association or their successors and/or assigns.

If you have any questions about this Certificate, please call Delta Dental at 1-800-462-5410 or access our website at [www.DeltaDentalAR.com](http://www.DeltaDentalAR.com).

We look forward to serving you!

### DELTA DENTAL PLAN OF ARKANSAS, INC.

BY: 

President

**Any person who knowingly presents a false or fraudulent Claim for payment of a loss or Benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

## NON-DISCRIMINATION NOTICE

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

This plan 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)

This plan 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, call 1-800-462-5410 (TTY users call 711).

If you believe that this plan 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 with the civil rights coordinator at PO Box 15965, Attn: Civil Rights Coordinator, Little Rock, AR 72231; by phone at 1-800-462-5410 (TTY users call 711) or fax to 1-501-992-1864. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

انتباه: إذا كنت تتحدث اللغة العربية، فتنوفر خدمات المساعدة اللغوية مجاناً بالنسبة لك. اتصل على الهاتف رقم 1-800-462-5410.( 711)

**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 1-800-462-5410 (TTY:711)**

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-462-5410 (ATS: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-462-5410 (TTY: 711).

**ध्यान दें: यदि आप हिन्दी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए नि:शुल्क उपलब्ध हैं। कॉल करें 1-800-462-5410 (TTY: 711).**

**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  
1-800-462-5410 (TTY: 711)**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.  
1-800-462-5410 (TTY: 711) 번으로 전화해 주십시오.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística.  
Llame al 1-800-462-5410 (TTY: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-462-5410 (TTY: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số  
1-800-462-5410 (TTY: 711).

ધ્યાન આપો: જો તમે [ગુજરાતી] બોલતાં હો તો વિના મૂલ્ય ભાષાકીય સહાયતા સેવાઓ તમારે માટે ઉપલબ્ધ  
છે. કોલ કરો 1-800-462-5410 (TTY: 711).

LALE: Ñe kwōj kōnono Kajin Majō l, kwomaroñ bōk jerbāl in jipañ ilo kajin ñe aṃ ejje lōk wōñāān. Kaalōk  
1-800-462-5410 (TTY: 711).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para  
1-800-462-5410 (TTY: 711).

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau  
1-800-462-5410 (TTY: 711).

ໂປດ ຊາບ: ຖ້າວ່າ ທ່ານ ເວົ້າ ພາສາ ລາວ, ການ ບໍລິ ການ ຊ່ວຍ ເຫຼືອ ດ້ານ ພາສາ, ໃດຍບໍ່ ເສັຽ ຄ່າ, ແມ່ນມີ  
ພ້ອມໃຫ້ທ່ານ. ໂທສ 1-800-462-5410 (TTY: 711).

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Note: Please read this Certificate together with your Schedule of Benefits. The Schedule of Benefits lists the specific provisions of your Group Health Plan. If a statement in the Schedule of Benefits conflicts with a statement in this Certificate, the statement in the Schedule of Benefits applies to your Group Health Plan and you should ignore the conflicting statement in this Certificate.

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## SECTION 1

### DELTA DENTAL CERTIFICATE

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Delta Dental (referred to as “Us”, “We”, or “Our”) issues this Certificate to You as the Subscriber (referred to as “You”, “Your”, or “Yourself”). This Certificate is part of the group Contract that is a legal document between Delta Dental and Your Group Sponsor to provide Benefits subject to the terms, conditions, exclusions and limitations described in this Certificate.

On its effective date, this Certificate replaces any certificate that Delta Dental may have previously issued to You. This Certificate will in turn be replaced by any certificate we issue to You in the future.

Your coverage under this Certificate begins at 12:01 a.m. standard central time zone on the effective date determined by Your Group Sponsor and Delta Dental in the Contract. Coverage will end at 12:00 midnight standard central time zone on the date set out in Section 6.3. Delta Dental will continue Your coverage unless and until Your Group Sponsor or Delta Dental terminates it for any of the reasons described in this Certificate. Your Group Sponsor and Delta Dental determine Your eligibility for Benefits under this Certificate.

Delta Dental is delivering the Contract and this Certificate in the State of Arkansas. The Contract and this Certificate are governed by ERISA unless the Group Sponsor is not an employee welfare benefit plan as defined by ERISA. To the extent that state law applies, the laws of the State of Arkansas shall govern the Contract and this Certificate.

This Certificate should be read in its entirety. Since many of the provisions of this Certificate are interrelated, You should read the entire Certificate to get a full understanding of Your coverage.

Certain words in this Certificate are capitalized and have special meaning and, unless defined elsewhere, are defined in Section 11, “Definitions”.

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## SECTION 2

### HOW THE PLAN WORKS

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#### 2.1 Selecting a Provider

You may seek services from any Provider You choose.

However, You may receive a higher level of Benefits by seeking care from a Participating Provider.

#### 2.1.1. How do I select a Dental Provider?

The easiest and most accurate listing of Participating Providers is on Our website. Log into the Delta Dental Consumer Toolkit and then click on the Provider Directory link. Once at the web page, select the “Dental” icon and enter Your zip code. From the “Network Selection” menu choose the network selected by your Group Sponsor as noted on your Schedule of Benefits. By entering the information requested, We will provide You with a list of Participating Providers in Your area. You can also get this information by calling Delta Dental at 1-800-462-5410.

#### 2.2 Accessing Your Benefits

##### QUICK BITES

Use our Consumer Toolkit to:

1. Verify your eligibility and benefits
2. Check status of claims
3. Print claims forms
4. Print ID cards
5. Search for a dentist

Signup at [deltadentalar.com](http://deltadentalar.com)

To utilize Your dental benefits, follow these steps: Please read this Certificate and the Schedule of Benefits carefully so You are familiar with Your Benefits, payment methods, and terms of Your Group Health Plan.

You can easily verify Your own Benefits, Claims and eligibility information online 24 hours a day, seven days a week by visiting [www.DeltaDentalAR.com](http://www.DeltaDentalAR.com) and selecting the link for Our Consumer Toolkit. The Consumer Toolkit will also allow You to print claim forms and ID cards, select paperless explanation of benefits, search Our Provider directories, and read health and wellness tips.

Make an appointment with Your Provider and tell him or her that You have dental benefits with Delta Dental. If Your Provider is not familiar with Delta Dental or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 15695, Little Rock, AR 72231 or calling Delta Dental at 1-800-462-5410.

After You receive treatment from Your Provider, You, Your Provider, or Your authorized representative will need to file a claim form, as outlined in Section 2.3 below.

## 2.3 The Claims Process

Claims must be filed by You, Your Provider, or Your authorized representative with Delta Dental within twelve (12) months after completion of treatment for Benefits that are payable. Any Claim filed after this time period will be denied.

Delta Dental has complete discretion to interpret the terms of the Benefits under this Certificate and Our interpretation shall be final and conclusive.

Participating Providers will complete and submit claim forms for You at no charge. Participating Providers may ask Participants to fill out the patient section of the claim form, which includes Your name, social security number (SSN), and address; the Participant's name, date of birth, and relationship to You; and coordination of Benefits information, if applicable.

If You visit a Non-Participating Provider, You may be required to complete the claim form or pay a service charge. The patient section should be completed, which includes Your name, SSN, and address; the Participant's name, date of birth, and relationship to You, and coordination of Benefits information, if applicable.

You will also be responsible for ensuring the Non-Participating Provider completes the Provider and the diagnostic sections of the claim form.

### THE PROVIDER SECTION

The Provider section includes the Provider's name, address, SSN or TIN number, license number, and phone number. The Provider must also indicate whether x-rays are attached and answer questions regarding treatment that is the result of an accident.

The Provider must also indicate if dentures, bridges, and crowns are replacements, and if so, the

date of prior placement and reason for replacement must be noted.

### THE DIAGNOSTIC SECTION

The diagnostic section includes a description of services performed and the corresponding ADA procedure code, including date of service, and fee for service and if applicable, tooth number or letter and tooth surface. For any unusual services, the remarks section of the Claim form must give a brief description. The Claim form needs to be signed by the Provider who performed the services and by You or Covered Dependent.

If Your Provider does not file Your Claim, You can obtain a Claim form from the Provider's office, by visiting [www.DeltaDentalAR.com](http://www.DeltaDentalAR.com), or calling Delta Dental at 1-800-462-5410.

## 2.4 Pre-Treatment Estimate

A Pre-Treatment Estimate is an opinion from Delta Dental that is made prior to services being provided to You which estimates the amount that Delta Dental will pay for the services submitted by You or Your Provider to Delta Dental. It does not guarantee such payment in that actual payment, if any, also depends on applicable coverage being in effect at the time any such services were rendered. The payment may also be subject to deductible, co-payment, co-insurance, and maximum benefits allowed.

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows You to know the extent to which services may be covered before Your Provider provides them. You and Your Provider should review Your Pre-Treatment Estimate notice before treatment begins.

Because the amount of Your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under this Certificate are post-service Claims. This also means that Pre-Treatment Estimates cannot be appealed, but You may resubmit Your Pre-Treatment Estimate with additional information to support the requested services.

Once the treatment has been performed, You or Your Provider may submit the Claim to Delta Dental for a benefit determination. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed.

## 2.5 Processing the Claim

Upon receipt of the Claim, Delta Dental will process it according to the terms of this Certificate.

If You visit a Participating Provider, notification of the Benefit determination will be sent to You in the form of an explanation of benefits, which details by service rendered what the Contract allowed and Your obligation, if any. If You visit a Non-Participating Provider, the explanation of benefits will also include a check for Benefits, if any, made payable to You.

You will be notified within thirty (30) days of the receipt of the Claim of the Benefit determination.

If Delta Dental denies all or a portion of the Claim, You will receive an explanation of benefits indicating the reason for the denial.

In the case of an Urgent Care Claim, You will be notified within seventy-two (72) hours from the time the Claim is received by Delta Dental of the Benefit determination.

If additional information is needed by Delta Dental in order to make a Benefit determination, then an information request will be sent to You and the Provider. The information request will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to make the Benefit determination, and (d) inform You or Your Provider that the information must be received within 45 days or Your Claim will be denied. You will receive a copy of any notice sent to Your Provider. Once Delta Dental receives the requested information, it has 15 days to make a Benefit determination. If You or Your Provider does not supply the requested information, Delta Dental will deny Your Claim.

## 2.6 Authorized Representative

You may appoint an authorized representative to deal with Delta Dental on Your behalf with respect to any Claim You file or any appeal of a denied Claim You wish to pursue (see the Claims Appeal Procedure section). You should contact your Group Sponsor's Human Resources department, call Delta Dental, toll-free at 1-800-462-5410, or write Delta Dental at P.O. Box 15969, Little Rock AR 72231, to request a form to designate the person You wish to appoint as Your representative.

## 2.7 How Payment is Determined

### Network Benefits

If Your Provider is a Participating Provider, Delta Dental

will base its payment on the Maximum Plan Allowance for Covered Services.

Delta Dental will send payment directly to the Participating Provider and You will be responsible for any applicable deductibles, co-payments or co-insurance and maximum Benefits allowed. For non-Covered Services, You will be responsible for the Provider's submitted amount.

### Non-Network Benefits

If Your Provider is a Non-Participating Provider, Delta Dental will base payment on Delta Dental's Non-Participating Provider fee for Covered Services.

### Out-of-Country Benefits

If your Provider is an out-of-country Provider, Delta Dental will base payment on Delta Dental's out-of-country Provider fee for Covered Services.

For Covered Services rendered by a Non-Participating Provider or out-of-country Provider, Delta Dental will usually send payment to You, and You will be responsible for making full payment to the Provider. You will be responsible for any difference between Delta Dental's payment and the Provider's submitted amount.

## 2.8 Optional Services

a) Services that are more expensive than the treatment usually provided under accepted dental practice standards are called optional services. Optional services also include the use of specialized techniques instead of standard procedures. Benefits for optional services will be based on and paid the same as the standard service. You will be responsible for the remainder of the Provider's fee.

b) Payment made by Delta Dental for any surgical services will include charges for routine, post-operative evaluations or visits.

c) If You transfer from one Provider to another during the course of treatment, Benefits will be limited to the amount that would have been paid if one Provider rendered the services.

## 2.9 Questions and Answers



Questions regarding Your coverage should be directed to Your Group Sponsor's Human Resources department or call Delta Dental, toll-free, at 1-800-462-5410. You may also write to Delta Dental at P.O. Box 15969, Little Rock AR 72231. When writing to Delta Dental, please include Your name, Your Group Sponsor's name and group number, the Subscriber's member ID number, and Your daytime telephone number.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complain form at (800) 852 -5494 or (50) 371-2640 or write the Department at:

**Arkansas Insurance Department**  
**1 Commerce Way, Suite 102**  
**Little Rock, AR 72201**

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## **SECTION 3**

### **BENEFIT CATEGORIES**

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A description of various dental services that *may* be a Covered Services are included below. ***Only the Covered Services listed in Your Schedule of Benefits are covered by this Certificate.*** Covered Services are also subject to exclusions and limitations. You will want to review the "Exclusions and Limitations" section of this Certificate carefully.

#### **Diagnostic and Preventive Services**

Services and procedures to determine Your dental health or to prevent or reduce dental disease. These services include examinations, evaluations, and prophylaxis (cleanings).

#### **Space Maintainers**

Space maintainers for prematurely lost teeth of a child.

#### **Sealant**

A sealant is a thin, plastic coating painted on the chewing surfaces of the first and second permanent molars to prevent tooth decay.

#### **Fluoride Treatments**

Topical application of fluoride for a child.

#### **Brush Biopsy**

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer.

#### **Full Mouth Radiographs**

X-rays for routine care to diagnose the condition of Your teeth.

#### **Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain.

#### **Simple Extractions**

Extraction of an erupted tooth or teeth.

#### **Oral Surgery Services**

Surgical extractions and dental surgery, including pre-operative and post-operative care.

#### **Endodontic Services**

The treatment of teeth with diseased or damaged nerves (for example, root canals).

#### **All Other Endodontic Services**

Hemisection performed on multirrooted teeth.

#### **Surgical Periodontic Services**

The surgical treatment of diseases of the gums and supporting structures of the teeth.

#### **Non- Surgical Periodontic Services**

The treatment of diseases of the gums and supporting structures of the teeth.

#### **Periodontal Maintenance Services**

The treatment of diseases of the gums and supporting structures of the teeth following active periodontal treatment

#### **Minor Restorative Services**

Services to rebuild and repair Your teeth damaged by disease, decay, fracture, or injury. This includes minor restorative services, such as amalgam (silver) fillings and composite resin (white) fillings.

#### **Stainless steel crowns**

Used as a restoration to natural teeth for a child when the teeth cannot be restored with a filling material.

#### **Crowns**

Crowns, inlays, onlays, and veneers are Benefits for the treatment of visible decay and fractures of tooth structure when teeth are so badly damaged they cannot be restored with amalgam or composite restorations.

#### **Prosthodontic Services**

Services and appliances that replace missing natural teeth. This includes bridges and partial or complete dentures.

#### **Relines and Repairs**

Complete or Partial Denture Reline. Chair side or laboratory procedure to improve the fit of the appliance to the tissue (gums).

#### **Implants**

Coverage for an endosteal implant to support a crown.

## TMJ Services

Treatment of temporomandibular joint disorder (TMJ) or craniomandibular disorder.

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## SECTION 4

### EXCLUSIONS & LIMITATIONS

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The following services or supplies are not a Covered Services unless otherwise specifically listed as a Covered Service in Your Schedule of Benefits. All charges for services or supplies that are exclusions or exceed these limitations will be Your responsibility.

#### *Diagnostic and Preventative Services*

##### Diagnostic and Preventive Services

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- Routine periodic and specialty evaluations are Covered Services up to two (2) time(s) in any Contract Year. This is inclusive of an initial, oral evaluation.
- An initial oral evaluation by the same Provider or Provider's office is a Covered Service one (1) time(s) in a thirty-six (36) consecutive month period.
- A Limited Oral Evaluation is a Covered Service for a specific oral health problem or complaint. Limited Oral Evaluations are not subject to the time limitation of routine periodic evaluations. Additional information may be required for consultant review.
- Prophylaxis (Cleaning) is a Covered Service up to two (2) time(s) per Contract Year. (\*Please see information on Evidence Based Dentistry.)
- Adult cleanings are a Covered Service for Participant(s) age fourteen (14) and older.
- Full-mouth debridement is a Covered Service up to one (1) time(s) in a lifetime.
- Preventive control programs (e.g., oral hygiene instructions, caries susceptibility tests, dietary control, tobacco counseling, etc.) are not Covered Services.
- Pulp vitality tests are Covered Services only for the diagnosis of emergency conditions as long as no other definitive procedure is performed on the same day. A pulp vitality test is a Covered Service available per visit, not per tooth.

##### Sealants

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- A sealant is a Covered Service only for the first and second permanent molars when applied to a tooth with an unrestored occlusal surface.
- Sealants are Covered Services for Eligible Dependents prior to age sixteen (16).
- Sealants are Covered Services one (1) time(s) per tooth per lifetime.

## Space Maintainers

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- A space maintainer is a Covered Service when used to replace prematurely lost or extracted teeth for Eligible Dependents prior to age fourteen (14).
- A space maintainer is a Covered Service up to one (1) time(s) in a sixty (60) consecutive month period.
- Recementation of a space maintainer is a Covered Service one (1) time(s) in twenty four(24) consecutive months. Recementation of a space maintainer within six (6) months of the seating date is part of the original procedure.
- A space maintainer is not considered an orthodontic appliance.
- The cost of removal is included in the services of the Provider who provided the space maintainer. If the maintainer is removed by another Provider, the procedure is a Covered Service.

##### Fluoride Treatments

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- Topical application of fluoride is a Covered Service one (1) time(s) per Contract Year for Eligible Dependents prior to age nineteen (19).
- Fluoride rinses or self-applied fluorides are not Covered Services.
- One (1) additional fluoride application per Contract Year is a Covered Service for Eligible Dependents prior to nineteen (19) who are identified at a moderate or high risk (as defined by the American Dental Association's Dental Procedure Codes) for developing caries.
- Application of silver diamine fluoride is a Covered Service two (2) in a Calendar Year with a maximum benefit of four (4) applications per tooth in a lifetime. The Benefit shall not exceed four (4) applications in one day. Benefits for restorations within three (3) months of a silver diamine fluoride application are not a Covered Service. Sealants and preventive restorations are not Covered Services if silver diamine fluoride has been applied to the tooth. Silver diamine fluoride is not a covered service on the same day as a restoration of the same tooth.

##### Bitewing and Periapical Radiographs

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- Bitewing are Covered Services as required in any Contract Year. Periapical x-rays are Covered Services as required in any Contract Year.

### Full Mouth Radiographs

- A full mouth series x-ray or panoramic x-ray is a Covered Service one (1) time(s) within any sixty (60) consecutive month period.
- A combination of periapical and bitewing x-rays (fourteen (14) or more films) or a panoramic film and additional x-rays make up a full mouth series.

### Caries Risk Assessment

- A Caries Risk Assessment is a Covered Service once every three (3) years for Eligible Dependents age three (3) - nineteen (19).

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### **Basic Services**

#### Emergency Palliative Treatment

- Palliative treatment is a Covered Service once per visit as long as no other procedures, except for x-rays, exams, or any diagnostic service, are performed on the same date.

#### Simple Extractions

- General anesthesia/intravenous sedation is not a Covered Service for single tooth extractions (ADA procedure code 7140).

#### Oral Surgery Services

- Oral surgery, except TMJ surgery, is a Covered Service.
- General anesthesia/intravenous sedation is not a Covered Service except when administered in conjunction with covered oral surgery.
- General anesthesia/intravenous sedation is a Covered Service for Eligible Dependents three (3) years of age and under.
- Extractions, root removal, alveoplasty, and surgical exposure of impacted or unerupted tooth are Covered Services once per tooth in a lifetime.
- Treatment of complications (post-surgical) or unusual circumstances are not Covered Services 30 days following an extraction by the same Provider or Provider's office. Treatment by a Provider other than the Provider who performed the extraction is a Covered Service but is subject to consultant review.
- Analgesia, anxiolysis, inhalation of nitrous oxide, therapeutic drug injection, other drugs and/or medicines, and desensitizing medicines are not Covered Services.

- Removal of bone tissue is a Covered Service one (1) procedure(s) per lifetime.

#### Endodontic Services

- Root canal treatment is a Covered Service once in a lifetime, per tooth, by the same Provider or Provider's office that performed the root canal. Benefits for root canal treatment include charges for temporary restorations.
- Root canals on primary teeth are not Covered Services, unless there is no permanent successor. If there is no permanent successor the primary tooth is limited to pulpal therapy one (1) time(s) in a lifetime.
- Retreatment of a root canal by the same Provider or Provider's office will be considered after twenty-four (24) consecutive months have lapsed since the initial treatment and is limited to one (1) per twenty-four(24) consecutive month period.

#### All Other Endodontic Services

- Hemisection is a Covered Service on multirooted teeth once per tooth per lifetime.

#### Surgical Periodontic Services

- Payment for periodontal surgery shall include charges for three (3) months' post-operative care and any surgical re-entry for thirty-six (36) consecutive month period.
- Curettage and osseous surgery are not Covered Services for Participants prior to age fourteen (14).

#### Non- Surgical Periodontic Services

- Non-surgical periodontics are Covered Services up to one (1) time(s) in a twenty-four (24) consecutive month period per quadrant.
- Root planing and scaling is a Covered Service for Participant(s) fourteen (14) and older.

#### Periodontal Maintenance Services

- Periodontal Maintenance is a Covered Service up to two (2) per Contract Year following active periodontal treatment. (\*Please see information on Evidence Based Dentistry below.)
- Periodontal maintenance is a Covered Service after thirty (30) days following active periodontal treatment.

#### Minor Restorative Services

- Restorative benefits (fillings) are Covered Services once per surface, per tooth in a 24 Months period. This is a Covered Service irrespective of the number of combinations of procedures requested or performed.

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#### Denture Relines Rebase Repairs and Adjustments

- Reline or rebase of a partial or complete denture is a Covered Service up to one (1) in a thirty-six (36) consecutive month period.
- Repair of a removable partial or complete denture is a Covered Service up to one (1) time(s) in a sixty (60) consecutive month period.
- Repair of a fixed partial denture (Bridge) is a Covered Service up to one (1) time(s) in a sixty (60) consecutive month period.
- Adjustments made within the first six (6) consecutive month period after delivery are not Covered Services except in the case of an immediate denture.
- Adjustments more than six (6) months after delivery are Covered Services up to two (2) time(s) in any twelve (12) consecutive month period.
- The fee for relines and rebases, and repairs should be included in the cost of the new appliance within six (6) consecutive months of the seat date.

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#### Fixed Partial Denture (Bridge) Recementation

- Recementation of a fixed partial denture (bridge) within six (6) consecutive months of the seating date is part of the original procedure and is then a Covered Service once in a twelve (12) consecutive month period.

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#### Stainless Steel Crowns

- Replacement of a stainless steel crown within sixty (60) month period after the initial placement is not a Covered Service.
- Stainless Steel Crowns used as a restoration to natural teeth are Covered Services for Eligible Dependent(s) to age sixteen (16) when the teeth cannot be restored with a filling material.
- Prefabricated resin crowns are not Covered Services on posterior teeth. A stainless steel crown allowance will be made with any fee difference being the Participant's responsibility.
- Prefabricated porcelain/ceramic crowns are not Covered Services for primary teeth. Allowance will be given for a stainless steel crown on a molar tooth or a prefabricated resin crown on an anterior tooth with the fee difference the responsibility of the Participant.

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### **Major Services**

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#### Prosthodontic Services

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##### Fixed Partial Denture (Bridge)

- A fixed partial denture (Bridge) where a partial denture is constructed in the same arch is not a Covered Service.
- A posterior, fixed partial denture (bridge) and a removable partial denture in the same dental arch is not a Covered Service. The Benefit is limited to the allowance for the partial, removable denture.
- Replacement of a fixed partial denture (Bridge) that the Participant received in the sixty (60) consecutive months is not a Covered Service unless the loss of additional teeth requires the construction of a new appliance.
- Replacement of a fixed partial denture (bridge) is not a Covered Service unless the existing fixed partial denture (Bridge) cannot be made satisfactory.
- A fixed partial denture (bridge) is not a Covered Service for Eligible Dependents prior to age sixteen (16).

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##### Removable Partial and Complete Dentures

- Benefits for a partial or complete denture shall include charges for any necessary adjustment within a six (6) consecutive month period. Adjustments after the post six (6) month delivery period are Covered Services up to two (2) in any twelve (12) consecutive month period.
- The Group Health Plan limits Benefits for standard dentures to the Maximum Plan Allowance for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the Participant is responsible for the difference.
- Replacement of partial removable or complete dentures that the Participant received in the previous sixty (60) consecutive months are not Covered Services except where the loss of additional teeth requires the construction of a new appliance.

- Replacement of a partial removable or complete denture is not a Covered Service unless the existing partial removable or complete denture cannot be made satisfactory.
- A full or partial removable denture is a Covered Service for Eligible Dependents age sixteen (16) and older.
- Tissue conditioning is a Covered Service up to 2 time(s) in a thirty-six (36) consecutive month period. Tissue conditioning is not a Covered Service if performed on the same day a denture is delivered or a reline/rebase is provided.
- Overdentures as removable partial or complete dentures are not a Covered Service. Allowance will be given for a standard partial or complete denture with the fee difference the responsibility of the Participant.

#### Crown Services

- Crowns, inlays, onlays, and veneers are Covered Services for the treatment of visible decay and fractures of tooth structure when teeth are so badly damaged they cannot be restored with amalgam or composite restorations.
- Crowns, inlays, onlays, and veneers and fixed partial denture recements within the first six (6) consecutive months of the seating date is part of the original procedure. Recements are limited to one (1) per tooth in twelve (12) consecutive months.
- Replacement of a crown, inlay, onlay, or veneer is a Covered Service only after sixty (60) months of the previous prosthetic.
- Payment for crowns, inlays, onlays, and veneers shall include charges for preparations of tooth, gingival, and impression.
- Porcelain, ceramic or cast crowns are not Covered Services for Participants prior to age twelve (12).
- Temporary and provisional crowns and partial dentures are not Covered Services.
- Gold Foil or Metallic onlays are paid at the allowance of an amalgam or composite restoration.
- Repair of crowns, inlays, onlays, and veneers within twenty-four (24) consecutive months of the seating date is part of the original procedure and is a Covered Service up to one (1) time(s) in twenty-four (24) consecutive months per tooth.

#### Implant Services

- Endosteal implants are Covered Services once in a lifetime per tooth.
- Implant maintenance procedure is a Covered Service

one (1) time(s) in any twelve (12) consecutive months.

- An implant supported abutment crown is a Covered Service one (1) time(s) in any sixty (60) consecutive month period.
- An implant supported abutment retainer is a Covered Service (1) time(s) in any sixty (60) consecutive month period.
- An implant supported prosthesis is a Covered Service (1) time(s) in any sixty (60) consecutive month period.
- Implant removal is a Covered Service one (1) time(s) in a lifetime per tooth.
- Recementation of implant /abutment supported crown or fixed partial denture is a Covered Service one time in any twelve (12) consecutive month period after six (6) months have elapsed since initial placement.
- Repair of implant supported prosthesis or implant abutment is a Covered Service one (1) time(s) in any sixty (60) consecutive month period.
- Scaling and debridement in the presence of inflammation of a single implant, including cleaning of the implant surface is a Covered Service once per tooth in any twenty-four (24) consecutive month period after twelve months have passed from the placement of the implant supported restoration. This procedure is not allowed on the same date of service as a prophylaxis (cleaning) or a periodontal procedure which includes periodontal maintenance, root planing and scaling, gingival flap procedure, and osseous surgery.

#### TMJ Services

- A TMJ x-ray is a Covered Service once in any three (3) year period.
- Surgical TMJ is a Covered Service once in a lifetime, by report, upon consultant review.
- Non-Surgical TMJ is a Covered Service once in a lifetime, by report, upon consultant review.
- No age limit for TMJ; however, TMJ is not a benefit for Eligible Dependents with primary teeth unless exceptions are made upon consultant review.

#### Evidence Based Dentistry

- (\*) The Group Health Plan covers additional routine cleanings or periodontal maintenance

procedures (up to four per year) for Participants with diabetes, heart disease, who are pregnant or have a history of periodontal disease. The additional Benefits may not be combined by Participants with more than one of the above conditions.

#### General

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- The following are not Covered Services:
- Services for injuries or conditions covered under Worker's Compensation or Employer's Liability laws or otherwise arising out of a work related injury.
- Services available from any federal or state government agency, municipality, county, other political subdivision, or community agency, or from any foundation or similar entity.
- Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
- Services or supplies for which no charge is made that the Participant is legally obligated to pay, including services for which no charge would be made in the absence of dental coverage.
- Treatment by someone other than a Provider, except that a licensed hygienist may perform services in accordance with applicable law. Services must be under the supervision and guidance of the Provider in accordance with generally accepted dental standards.
- Completion of forms and/or submission of supportive documentation required by Delta Dental for a benefit determination. A charge for these services is not to be made to you by a Participating Provider.
- Services to correct congenital or developmental malformations.
- Services for the purpose of improving appearance when form and function are satisfactory, and there is insufficient pathological condition evident to warrant the treatment (cosmetic dentistry).
- Services or appliances started prior to the date the Participant became eligible under this Certificate, including, but not limited to, restorations, prosthodontics, and orthodontics.
- Orthodontic services, including medically necessary orthodontia regardless of the individual Participant's age.
- Services for increasing the vertical dimension or for restoring tooth structure lost by attrition, for rebuilding or maintaining occlusal services, or for stabilizing the teeth.
- Experimental and/or investigational services, supplies, care and treatment which do not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment on the medical and dental community or government oversight agencies at the time services were rendered. Delta Dental must make an independent evaluation of the experimental or non-experimental standings of specific technologies. Delta Dental's decision will be final and binding. Drugs are considered experimental if they are not commercially available for purchase and/or are not approved by the Food and Drug Administration for general use.
- Replacement of lost, missing, or stolen appliances/devices.
- Services when a Claim is received for payment more than twelve (12) months after services are rendered.
- Complete occlusal adjustments, occlusal guards, occlusion analysis, enamel microabrasion, odontoplasty, bleaching, and athletic mouthguards
- Specialized techniques that entail procedure and process over and above that which is normally adequate. Any additional fee is the Participant's responsibility.
- Behavior management.
- Those services and Covered Services excluded by the rules and regulations of Delta Dental, including Delta Dental's processing policies.
- Removable appliances for control of harmful habits, including but not limited to tongue thrust appliances.
- Charges for general anesthesia/intravenous sedation are not covered except when administered in conjunction with covered oral surgical procedures, excluding simple tooth extractions and for children three (3) and under.
- Procedures that do not comply with Delta Dental's guidelines.
- Precision attachments, provisional splinting, desensitizing medicines, home care medicines, premedications, stress breakers, coping, office visits during or after regularly scheduled hours, case presentations, and hospital-related services.

- Any other Benefits and services not specifically covered in the Certificate, Schedule of Benefits, and/or Exclusions and Limitations.

#### Carry-over Benefit Feature

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- Carry-over Amount is the amount a Participant may earn per benefit year if they meet the criteria noted below.
- Claims Threshold is the total paid Claims amount during the Contract Year.
- Carry-over Benefit Maximum is the maximum amount of Carry-over benefit each Participant can accumulate.
- Once the Carry-over Amount has reached the maximum, no further amounts will accumulate toward the Participant's Carry-over Benefit Maximum until the Claims Threshold balance falls below the Carry-over Benefit Maximum amount.
- Carry-over accounts will be utilized to pay Benefits only after the benefit year maximum is fully exhausted.

#### Carry-over Criteria:

1. The Participant must have submitted at least one Claim for a Covered Service during the benefit year; and
2. The total amount paid by Us and applied to Your benefit year maximum during the benefit year must not exceed the claims threshold.

If coverage is terminated for any reason, the entire balance in your Carry-over account will be reduced to zero on the effective date of your termination from this Certificate.

When writing, please enclose a copy of Your explanation of benefits and describe the problem. Be sure to include Your name, telephone number, the date, and any information You would like considered about Your Claim. This inquiry is not required and will not be considered a formal appeal of an Adverse Benefit Determination. Delta Dental provides this opportunity for You to describe problems, or submit an explanation or additional information that might indicate Your Claim was improperly denied, and allow Delta Dental to correct any errors.

Whether or not You have asked Delta Dental informally to recheck its initial determination, You can request a formal appeal using the formal claims appeal procedure described below.

### 5.2 Formal Claims Appeal Procedure

If You receive notice of an Adverse Benefit Determination, You or Your authorized representative should seek an appeal as soon as possible, but You must file your appeal within 180 days of the date that You received the explanation of benefits that indicates an Adverse Benefit Determination.

To request a formal appeal of Your claim, send Your request in writing to:

Appeals Department  
Delta Dental  
P.O. Box 15965  
Little Rock AR 72231

Please include Your name and address, the Subscriber's member ID, the reason why You believe Your Claim was wrongly denied, and any other information You believe supports Your Claim. You also have the right to review the Contract between Delta Dental and the Group Sponsor and any documents related to it. If You would like a record of Your request and proof that Delta Dental received it, mail Your request by certified mail, return receipt requested.

The Professional Relations Director or any person reviewing Your Claim will not be the same as, nor subordinate to, the person who initially decided Your claim. The reviewer will grant no deference to the prior decision about Your Claim. The reviewer will assess the information, including any additional information that You have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other

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## SECTION 5

### CLAIMS APPEAL PROCEDURE

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#### 5.1 Informal Request for Review

If You receive an explanation of benefits that indicates an Adverse Benefit Determination and You think that Delta Dental incorrectly denied all or part of Your Claim, You or Your Provider may, but are not required to, contact Delta Dental and ask Us to check the Claim to make sure it was processed correctly. You may do this by calling Delta Dental at 1-800-462-5410 or mailing Your inquiry to Delta Dental Attn: Customer Service Department at P.O. Box 15965, Little Rock, Arkansas, 72231.

information relating to Your Claim even if the information was not available when Your Claim was initially decided.

If the decision is based, in whole or in part, on medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not Medically Necessary or appropriate), the reviewer will consult a health care professional with appropriate training and experience, if necessary. The health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of Our receipt of Your appeal. If Your Claim is denied on appeal (in whole or in part), You will be notified in writing. The notice of an Adverse Benefit Determination during the formal claims appeal procedure will meet the requirements described below.

### **5.3 Manner and Content of Notice**

If your Claim is denied on appeal, You will receive a notice that will inform You of the specific reasons for the denial, the pertinent provisions on which the denial is based, the applicable review procedures for claims, including time limits and that, upon request, You are entitled to access all documents, records and other information relevant to Your Claim free of charge.

Your notice will also contain a description of any additional materials necessary to complete Your Claim, an explanation of why such materials are necessary, and a statement that You have a right to bring a civil action in court if You receive an Adverse Benefit Determination after Your Claim has been completely reviewed according to this claims appeal procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge.

If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

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## **SECTION 6 WHO GETS BENEFITS**

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### **6.1 Employee Coverage**

All active Employees of the Group Sponsor working the designated number of hours per week as defined in the Contract will be eligible to enroll for coverage under the Contract. Coverage will start as described in Section 6.3 below. Employees classified by the Group Sponsor as temporary, seasonal, or leased, are not be eligible to enroll for coverage under the Contract.

### **6.2 Dependent Coverage**

You must be covered under the Contract as an Employee of the Group Sponsor in order for Your Eligible Dependents to be covered. No dependent shall be covered hereunder prior to the Employee's eligibility date.

An individual may not be covered under this Certificate as both a Subscriber and a Covered Dependent. Also, an individual may not be considered an Eligible Dependent of more than one Subscriber.

Coverage for Your Eligible Dependents will start as described in Section 6.3 below.

Your Eligible Dependents include:

1. Your legally married spouse (not legally separated).
2. Your children under the limiting age specified in the Contract.
3. Your children who have reached the end of the Calendar Year of their nineteenth (19) birthday, but who were at that time (and continue to be) totally and permanently disabled by a physical or mental condition. Those children must also be eligible to be claimed by You or Your legal spouse as dependents under the U. S. Internal Revenue Code during the current Calendar Year. If Delta Dental asks You to do so, you must submit medical reports confirming the child's initial or continuing total disability.
4. A child of your child who is your dependent for federal income tax purposes at the time application for coverage of the child is made.

The term "child" means a/an: a) Natural born child, b) Stepchild, c) Adopted child, d) Child for whom the Eligible Employee is the legal guardian, or e) Child for whom the Eligible Employee is legally required to provide coverage.



An Eligible Dependent who is a full time student will continue to be an Eligible Dependent until the day such child attains the limiting age as defined by the Contract. School vacation periods during any Calendar Year which interrupt but do not terminate what otherwise would have been a continuous course of study in that Calendar Year shall be considered part of school attendance on a full time student basis. You may be required to provide Delta Dental with written evidence of the child's full time student status.

### **6.3 When Does Coverage Start**

In order for Your coverage to take effect, You must submit an enrollment form for coverage for Yourself and Your Eligible Dependents. It is important that Your enrollment form is received by Delta Dental in a timely manner. Your coverage begins upon the effective date of this Certificate as determined by your Group Health Plan. You should contact your Group Sponsor for information concerning Your eligibility requirements and effective date.

If You apply for coverage and pay any required premium for Yourself and Your Eligible Dependents, Your coverage will be effective in accordance with one of the following:

1. If You are eligible on the effective date of Your Group Health Plan's Contract and Your enrollment form is received by Delta Dental prior to or within 31 days following such date, Your coverage will become effective on the effective date.
2. The first day of the calendar month after You and Your Eligible Dependents, complete the probation period, if any, as defined in the Contract or as amended by the Group Sponsor.
3. If You enroll for coverage for Yourself or any Eligible Dependents during an open enrollment period, Your coverage shall become effective on the first day of the new open enrollment period assigned by Your Group Sponsor.
4. Employees and Eligible Dependents who do not enroll for coverage on a timely basis upon initial eligibility or upon an Enrollment Qualifying Event will be permitted to enroll for coverage under the Contract during open enrollment or as allowed by the Group Sponsor pursuant to Late Entry restrictions, as applicable. Late Entry restrictions, as applicable, include Benefit reductions as set forth in the Schedule of Benefits.

### **6.4 Qualifying Events that Change Coverage**

Your Benefits are intended to remain the same for the entire Contract Year. During the Contract Year, You will be

allowed to change your Benefits only if You experience one of the following Enrollment Qualifying Events:

- Change in legal marital status such as marriage or divorce.
- Change in number of Eligible Dependents in the event of birth up to first of the month following the child's third birthday, adoption, or death.
- Change in Your or Your spouse's employment - either starting or losing a job.
- Change in Your or Your spouse's work schedule, such as going from full-time to part-time or part-time to full-time, or beginning or ending an unpaid leave of absence.
- Change in Eligible Dependent status, such as if a child reaches the limiting age under the Contract.
- Becoming eligible for Medicare, Medicaid or Children's Health Insurance Program (CHIP).
- Termination of Medicare, Medicaid or Children's Health Insurance Program (CHIP) coverage.
- Change in You or Your dependent's eligibility.
- Loss of other coverage.

**Eligible Dependents:** An enrollment form must be received within 31 days of the date that a spouse or child first qualifies as an Eligible Dependent. If the enrollment form is received within 31 days, coverage will become effective on the date the spouse or child first becomes an Eligible Dependent.

**Court-ordered Coverage:** If You divorce, legally separate, or annul Your marriage, Your spouse's coverage automatically terminates on the date of the divorce, legal separation, or annulment. A court order requiring You to provide coverage for the former spouse does not change the termination of coverage. However, see Section 9 for information about how Your former spouse can elect to continue coverage.

### **6.5 Enrollment Application/Change Form**

You may obtain an Enrollment Application or Change Form from Your Group Sponsor, by calling Delta Dental at 1-800-462-5410, or by visiting Delta Dental's website at [www.dentaldentalar.com](http://www.dentaldentalar.com). After You have completed the application or form, return it to Your Group Sponsor.

Use this form to:

- Notify Delta Dental of a change to Your name
- Add Eligible Dependents
- Remove Eligible Dependents
- Cancel all or a portion of Your coverage
- Notify Delta Dental of all changes in address for yourself and Your Eligible Dependents.

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## SECTION 7

### COORDINATION OF BENEFITS

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#### 7.1 When Coordination of Benefits Applies

Coordination of Benefits (“COB”) applies to this Certificate when a Participant has benefits under more than one plan. The objective of COB is to eliminate duplication of payment for services. COB rules establish whether this Certificate’s Benefits are determined before or after another plan’s benefits.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if You had no other coverage. If the primary plan denies Your claim or does not pay the full bill, You may then submit the remainder of the bill to the secondary plan.

#### 7.2 Which Plan Pays First?

To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Participant to You, as well as other factors. The primary plan is determined by the first of the following rules that applies:

##### 1. Non-coordinating Plan

If the Participant has another plan that does not coordinate benefits, it will always be primary.

##### 2. Employee or Subscriber

The plan that covers the Participant as an employee is primary.

##### 3. Children (Parents Divorced or Separated)

If a court decree makes one parent responsible for health care expenses, that parent’s plan is primary.

If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the child’s health care expenses,

Delta Dental follows the birthday rule (see rule 4 below).

If neither of these rules applies, the order will be determined as follows:

- First, the plan of the parent with custody of the child;
- Then, the plan of the spouse of the parent with custody of the child;
- Next, the plan of the parent without custody of the child; and
- Last, the plan of the spouse of the parent without custody of the child.

#### 4. Children and the Birthday Rule

The plan of the parent whose birthday is earliest in the Calendar Year is always primary for children. For example, if Your birthday is in January and Your spouse’s birthday is in March, Your plan will be primary for all of Your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

#### 5. Laid Off or Retired Employees

The plan that covers You as a laid off or retired employee or as a dependent of a laid off or retired employee is primary.

#### 6. COBRA Coverage

The plan that is provided under a right of continuation pursuant to federal law is primary.

#### 7. Other Plans

If none of the rules above determines the order of benefits, the plan that has covered the employee for the longer period will be primary.

If the other plan does not have Rule 5 and/or Rule 6 (above) and decides the order of benefits differently from this Certificate, Delta Dental may ignore either of those rules.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures, unless prohibited by applicable law.

#### 7.3 How Delta Dental Pays as Primary Plan

When Delta Dental is the primary plan, it will pay Benefits as if the Participant had no other coverage.

#### **7.4 How Delta Dental Pays as Secondary Plan**

When Delta Dental is the secondary plan, it will pay Benefits based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan. However, Delta Dental may pay less than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of the Group Health Plan.

#### **7.5 Right to Receive and Release Needed Information**

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits under this Certificate must give Delta Dental any facts it needs to process the Claim.

#### **7.6 Facility of Payment**

A payment made under another plan may include an amount that should have been paid under this Certificate. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under this Certificate, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing Benefits in the form of services, in which case "payment made" means reasonable cash value of the Benefits provided in the form of services.

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## **SECTION 8 WHEN COVERAGE ENDS**

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Coverage under Your plan can end for a variety of reasons. You will find below details on how, why, and when Your coverage or coverage of Your dependents will end.

#### **8.1 When Your Coverage Ends**

1. Immediately when You voluntarily stop Your coverage;
2. Immediately when You are no longer eligible for coverage;

3. Immediately when You do not make any required contributions for Your coverage as required by the Group Sponsor.
4. If You stop working for the Group Sponsor for any reason, including a job elimination or being placed on severance, Your coverage will end on the last day of the month in which You stop working, unless you qualify for and pay for COBRA which is further described in Section 9.
5. When the Contract between Delta Dental and the Group Sponsor is terminated.
6. If Your Group Sponsor fails to pay the Premium, Your coverage will end on the first day of the month for which Delta Dental did not receive payment.
7. Immediately when You exhaust Your overall maximum lifetime benefit under Your Plan, if Your Plan has a maximum benefit.

It is the Group Sponsor's responsibility to let Delta Dental know when Your employment ends. The limits above may be extended only if Delta Dental and the Group Sponsor agree, in writing, to extend them.

#### **8.2 When Covered Dependent's Coverage Ends**

1. Your Covered Dependent's coverage ends when Your own coverage ends for any reason listed above, unless they are eligible to and in fact elect to continue coverage under COBRA which is further described in Section 9.
2. Your Covered Dependent's coverage ends when they no longer meet the definition of an Eligible Dependent effective at the end of the calendar month when Your Covered Dependent no longer meets the requirements under the Contract to be a Covered Dependent.
3. Immediately when You do not make Your contribution for the cost of dependent coverage.

If these events occur, then You and/or Your Covered Dependents may be eligible for continuation of coverage under COBRA as described in Section 9 of this Certificate.

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## **SECTION 9 CONTINUATION OF COVERAGE**

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If Your Group Sponsor is subject to COBRA requirements, continuation of coverage is governed by the Federal Consolidated Omnibus Budget

Reconciliation Act of 1985 (COBRA) requirements. With COBRA, You and Your Covered Dependents can continue health coverage, subject to certain conditions and Your payment of premium to the Group Sponsor. Continuation coverage rights are available after a “qualifying event” that would cause You or Your Covered Dependents to otherwise lose coverage.

When You and/or Your Covered Dependents become eligible for coverage under COBRA because of a qualifying event, the Group Sponsor will provide You with detailed information on continuing coverage through COBRA.

If You have questions about COBRA continuation coverage for You and/or Your Covered Dependents, including election of coverage, payment of premium, and when it ends, please contact the Group Sponsor.

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## **SECTION 10**

### **GENERAL PROVISIONS**

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1. **Assignment of Benefits.** Benefits to Participants are for the personal benefit of those individuals and cannot be transferred or assigned; provided, however, that Delta Dental may pay a Participating Provider directly on behalf of Participants.
2. **Subcontractors and Agents.** Delta Dental may subcontract certain functions or appoint an agent or agents to act on Delta Dental’s behalf and fulfill expressed, limited duties under this Certificate. Such agents have no authority to change or amend this Certificate.
3. **Assignment.** Delta Dental shall have the discretion to assign its rights and responsibilities under this Certificate to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental will provide written notice of the assignment to Group Sponsor and said notice shall provide the name and address of the assignee. Neither this Certificate nor any part of it shall be assigned by You or Group Sponsor without the prior written consent of Delta Dental, and any attempt at assignment without such consent by Delta Dental shall be null and void. Subject to the foregoing

limitation, this Certificate shall be binding on the parties and their respective successors and assigns.

4. **Delta Dental Liability.** Delta Dental shall have no liability for any wrongful conduct, including, but not limited to, tortious conduct, negligence, wrongful acts or omissions, or any other act of any person. This includes, but is not limited to, Providers, dental assistants, dental hygienists, dental employees, hospitals, or hospital employees receiving or providing services. Delta Dental shall have no liability for any services, equipment, or facilities.
5. **Endorsements/Amendments.** This Certificate is subject to amendment by Delta Dental. Nothing contained in any endorsement shall affect any of the conditions, provisions, or limitations of this Certificate except as expressly provided in the endorsement. All conditions, provisions, and limitations of this Certificate shall apply to any endorsement if they are not in conflict.
6. **Severability.** If any part of this Certificate or any amendment is found to be illegal, void, or not enforceable, all other portions will remain in full force and effect until cancelled as provided by the Contract.
7. **Headings.** Section and subsection headings contained in this Certificate are inserted for convenience of reference only. They shall not be deemed to be part of this Certificate for any purpose. They shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
8. **Right to Develop Policies and Guidelines.** We reserve the right to develop or adopt policies and guidelines for the administration of Benefits under this Certificate. These policies and guidelines will be interpretive only and will not be contrary to any terms of this Certificate. If you have a question about the policies or guidelines used to apply to a particular Benefit, you may contact Delta Dental at 1-800-462-5410 or [www.deltadental.com](http://www.deltadental.com).
9. **Waiver.** The waiver by Us or any Participant hereunder of a breach of or a default under any of the provisions of this Certificate shall not be

construed as a waiver of any subsequent breach or default of a similar nature. The failure of any of such parties, on one or more occasions, to enforce any of the provisions of this Certificate or to exercise any right or privilege hereunder, shall not be a waiver of any of such provisions, rights or privileges hereunder.

10. Your Medical Records. We may need to obtain copies of Your medical records from any of Your treating Providers. This may be necessary to properly administer Your Benefits. You, or Your legal representative, agree to sign an appropriate authorization for release of medical records upon Our request. If You elect not to consent to the release of medical records, We may be unable to properly administer Your coverage. If this occurs, We have the right to deny payment for impacted Covered Services.
11. Notice of Claim. We must receive Your Claim for Benefits within no more than 12 months from the date You receive the service. Failure to meet this requirement will result in payment denial.
12. Who Receives Payment Under This Certificate. We will make payments under this Certificate directly to the Network Providers providing care. If You receive Covered Services from any Non-Participating Provider, we reserve the right to pay either You or the Provider.
13. Loss of Eligibility During Treatment. If a Participant loses eligibility while receiving treatment, only Covered Services received while that person was covered under this Certificate will be payable. Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is Your responsibility.
14. Force Majeure. Neither Delta Dental (including its agents, directors, officer, and employees) nor Group Sponsor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Certificate and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default under or grounds for termination of this Certificate. In the event Group Sponsor is unable to make payment due to circumstances beyond its reasonable control as identified in this Force Majeure section, Delta Dental will accept delayed payment from Group Sponsor within a reasonable period of time which shall not exceed thirty (30) days.
15. Governing Law. This Certificate, any rights and obligations under this Certificate, and any claims or disputes relating thereto, shall be governed by and construed in accordance with Federal and Arkansas law. The Contract and this Certificate are governed by ERISA unless the Group Sponsor is not an employee welfare benefit plan as defined by ERISA. To the extent that state law applies, the laws of the State of Arkansas shall govern this Contract and this Certificate.
16. Choice of Jurisdiction. All litigation related to the terms or conditions of this Certificate will be in a court of valid jurisdiction in Pulaski County, Arkansas.
17. Legal Actions. No action at law or in equity will be brought before sixty (60) days after proof of loss has been filed as required by this Certificate, nor prior to the completion of all administrative remedies. Any action must be brought within three (3) years from the time proof of loss is required by this Certificate. In any case, action may only be brought after a Participant has exercised all the review and appeal rights and completed all administrative remedies under this Certificate.
18. Does Not Replace Workers' Compensation. This Certificate does not affect any requirements for coverage by Worker's Compensation Insurance.
19. Change of Status. You must notify Delta Dental, through the Group Sponsor, of any event that changes the status of a Participant.
20. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for Participants than is provided by this

Certificate, then that law shall control over the language of this Certificate.

Participant and reasonable attorney's fees and court costs.

21. Right to Recovery. Whenever Benefits greater than the maximum amount of allowable Benefits are provided, Delta Dental will have the right to recover any excess. Delta Dental will recover the excess from any persons, insurance companies, or other organizations involved to whom the payment was made. Any Participant will execute and deliver any necessary documents and do what is necessary to secure such rights to Delta Dental.

22. Right to Recovery Due to Fraud. If Delta Dental pays Benefits that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to Participant actions, Delta Dental may recover that payment from Participant. Participant authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to Participant.

23. Subrogation and Right to Reimbursement. Delta Dental acquires the Participant's legal rights to recovery for payment for Covered Services the Participant required because of the action or fault of another. Delta Dental has the right to recover from the Participant any payments made by or for the other party. In such cases, Delta Dental has the right to recover amounts equal to the Benefits paid by Delta Dental. Delta Dental also has the right to recover collection costs and attorney's fees in the proportion each benefits from the recovery.

Delta Dental has the right to make the recovery by suit, settlement, or otherwise from the person who caused the problem or injury. Such recovery may be from the other person, his or her insurance company, or any other source, such as third party motorist coverage.

The Participant must help Delta Dental recover from other sources. Participant must provide all requested information and sign necessary documents. If the Participant fails to help Delta Dental or settles any Claim without Delta Dental's written consent, Delta Dental may recover from the Participant. Delta Dental will be entitled to any recovery received by the

24. Request for Evidence of Creditable Coverage. Participant(s) may request a Certificate of Creditable Coverage by contacting Delta Dental at 1-800-462-5410.

25. DeltaUSA. The parties acknowledge that Delta Dental is subject to certain Rules and Regulations (and that same may be amended from time to time) by DeltaUSA, a national organization. The parties will act in good faith to comply with any such Rules and Regulations (and amendments, if any).

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## SECTION 11

### DEFINITIONS

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- 1.1. "Adverse Benefits Determination" means any denial, reduction or termination of Benefits by Delta Dental for which a Claim has been filed.
- 1.2. "Benefit" means the sums that Delta Dental will pay for limited-scope dental services under Group Sponsor's Contract as set out in this document, subject to the conditions, limitations, and restrictions set forth herein.
- 1.3. "Calendar Year" means the twelve (12) months beginning on January 1 and ending on December 31 of each year.
- 1.4. "Certificate of Coverage (Certificate)" is this document evidencing that certain insurance coverage/protection is provided to a Group Sponsor for the benefit of its subscribing Eligible Employees. This insurance protection is more specifically set out pursuant to the terms and conditions set out in the Contract by and between the Group Sponsor and Delta Dental.
- 1.5. "Claim" means a request for Benefits under this Certificate by the Participant, a Provider, or an authorized representative of the Participant which is submitted in accordance with Delta Dental's standard procedures for filing a Claim. A Claim includes a request for payment for a service, supply, prescription drug, equipment or treatment. A Claim does not include any Benefit inquiries where such inquiries do not

- follow the requirements established in the Claim procedures.
- 1.6. "COBRA" means Title X of Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272).
  - 1.7. "Contract" is the agreement between Delta Dental and Group Sponsor, including the Application and Agreement for Employers, all schedules, endorsements, and amendments as issued by Delta Dental.
  - 1.8. "Contract Year" is the twelve (12) months starting on the effective date of the Contract and each subsequent twelve (12) months while the Contract is in effect.
  - 1.9. "Covered Dependent" means an Eligible Dependent who is enrolled for Benefits under this Certificate and for whom Delta Dental has received Premium.
  - 1.10. "Covered Services" is the unique dental services selected for coverage as described in the Schedule of Benefits and subject to the terms of this Certificate.
  - 1.11. "Eligible Dependent" is an individual who meets the eligibility requirements as set forth in Section 6.2.
  - 1.12. "Employee" is an individual employed by the Group Sponsor. If the Group Sponsor is an association, an Employee will mean an individual who is a current member of that association.
  - 1.13. "Enrollment Qualifying Event" means the occurrence of a specified event that would allow an Eligible Dependent to enroll under this Certificate after being first eligible.
  - 1.14. "Group Health Plan" is the group dental Benefits program to which the Certificate applies.
  - 1.15. "Group Sponsor" is any individual, partnership, association, corporation, or organization that establishes a Group Health Plan for its Employee or members and their Eligible Dependents. It will pay to Delta Dental the Premiums. It will also receive notice, identification card, Certificate, or rider from Delta Dental on behalf of such Participants. The Group Sponsor shall not be the agent of Delta Dental for any purpose.
  - 1.16. "Late Entry" is when an Employee or Eligible Dependent enrolls in the Group Health Plan after his or her initial eligibility period and not as a result of an Enrollment Qualifying Event, if applicable as described in this Certificate. Waiting periods may apply.
  - 1.17. "Maximum Plan Allowance" is the maximum payment allowed by Delta Dental for the applicable Covered Service(s) provided by the Provider(s).
  - 1.18. "Non-Participating Provider" is any Provider other than a Participating Provider.
  - 1.19. "Participant" is an Eligible Employee or an Eligible Dependent who is enrolled for Benefits under this Certificate and for whom Delta Dental has received Premium.
  - 1.20. "Participating Provider" is a licensed Dentist who has contracted with and agreed to abide by the rules and regulations of Delta Dental or any other organization that is a member of Delta Dental Plans Association, DeltaUSA, or its affiliates.
  - 1.21. "Premium" is the monthly amount to be paid by the Group Sponsor to Delta Dental for coverage under the Certificate.
  - 1.22. "Provider" means a legally licensed dentist or any other legally licensed dental practitioner rendering services. Services must be covered under the Contract and be within the scope of the dentist or other legally licensed dental practitioner's license.
  - 1.23. "Schedule of Benefits" is the document that lists the Benefits that will be provided a Participant. Such Schedule of Benefits shall be the one in effect and for which dental Premiums are remitted at the time dental care is provided.
  - 1.24. "Subscriber" means the individual to whom this Certificate is issued.
  - 1.25. "Urgent Care" involves treatment that is necessary and reasonable and if not provided:

a) Could seriously jeopardize the life or health of the Participant or the ability of the Participant to regain maximum function; or

b) In the opinion of a licensed medical professional with knowledge of the Participant's medical condition would subject the Participant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Claim.



**Delta Dental PPO plus Premier**

**Schedule of Benefits for Pace Industries**

**Effective Date:** 07/01/2017 12:01 a.m. Central Standard Time

**Group Number:** 4928-0001VA

**Deductible:** Applies to Basic Restorative Services per benefit period.

	Premier and PPO In Network	Out-of-Network
<b>Individual</b>	<b>\$50</b>	<b>\$50</b>
<b>Family</b>	<b>\$150</b>	<b>\$150</b>

**Annual Maximum Payment:** The annual maximum amount applies to Diagnostic and Preventative Services and Basic Restorative Services per benefit period.

	Premier and PPO In Network	Out-of-Network
<b>Annual Individual</b>	<b>\$1,000</b>	<b>\$1,000</b>

**Benefit period:** A benefit period for each eligible participant shall mean the twelve months commencing on the group effective date, and each yearly period thereafter.

**Dependent Age Limit:** To the end of the month year in which the child reaches age 26.

**Coverages and Maximum Plan Allowances (MPA)**

**Coverage A – Diagnostic and Preventative Services**

**Premier In Network 100% MPA  
PPO In Network 100% MPA  
Out-Of-Network 90% MPA**

- Routine periodic and specialty evaluations are Covered Services up to two (2) time(s) in any Contract Year. This is inclusive of an initial, oral evaluation.
- Prophylaxis (Cleaning) is a Covered Service up to two (2) time(s) per Contract Year. (\*Please see information on Evidence Based Dentistry.)
- Sealants are Covered Services for Eligible Dependents prior to age sixteen (16) one (1) time(s) per tooth per lifetime.
- Topical application of fluoride is a Covered Service one (1) time(s) per Contract Year for Eligible Dependents prior to age nineteen (19)
- Application of silver diamine fluoride Two (2) times per Contract Year.
- One (1) additional fluoride application per Contract Year is a Covered Service for Eligible Dependents prior to age nineteen (19) who are identified at a moderate or high risk (as defined by the American Dental Association’s Dental Procedure Codes) for developing caries.
- Brush Biopsy is a Covered Service upon consultant review.
- Bitewing are Covered Services as required in any Contract Year. Periapical x-rays are Covered Services as required in any Contract Year.
- A full mouth series x-ray or panoramic x-ray is a Covered Service one (1) time(s) within any sixty (60) consecutive month period.
- A Caries Risk Assessment is a Covered Service once every three (3) years for Eligible Dependents to age three (3) to nineteen (19).
- A space maintainer is a Covered Service when used to replace prematurely lost or extracted teeth for Eligible Dependents prior to age fourteen (14).
- A space maintainer is a Covered Service up to one (1) time(s) in a sixty (60) consecutive month period.

**Coverage B – Basic Restorative Services**

**Premier In Network 80% MPA  
PPO In Network 80% MPA  
Out-Of-Network 72% MPA**

- Palliative treatment is a Covered Service once per visit as long as no other procedures, except for x-rays, exams, or any diagnostic service, are performed on the same date.
- Restorative benefits (fillings) are Covered Services once per surface, per tooth in a twenty-four (24) month period.
- Oral surgery is a Covered Service.
- Root canal treatment is a Covered Service once in a lifetime, per tooth, by the same Provider or Provider's office that performed the root canal. Benefits for root canal treatment include charges for temporary restorations.
- Surgical periodontics.
- Non-surgical periodontics.
- Periodontal Maintenance is a Covered Service up to two (2) per Contract Year following active periodontal treatment. (\*Please see information on Evidence Based Dentistry below.)
- Stainless Steel Crowns used as a restoration to natural teeth are Covered Services for Eligible Dependent(s) to age sixteen (16) when the teeth cannot be restored with a filling material.
- Simple extractions.

**Carry-over Benefit**

Carry-over benefit: **\$250**

Claims threshold: **\$499**

Carry-over benefit maximum: **\$1,000**

**\* Evidence Based Dentistry: DDAR covers additional routine cleanings or periodontal maintenance procedures up to four per benefit period year for Participants with diabetes, heart disease, who are pregnant or have a history of periodontal disease. The additional benefits may not be combined by those with more than one of the above conditions.**

*Questions? Contact Delta Dental's Customer Service Department at (800) 462-5410.*

*Delta Dental's network of participating providers may be found on our website at [www.deltadental.com](http://www.deltadental.com)*

## NOTICE OF PRIVACY PRACTICES

Date of this notice: February 12, 2016

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

This notice describes the privacy practices of Delta Dental Plan of Michigan, Inc., Delta Dental Plan of Ohio, Inc., Delta Dental Plan of Indiana, Inc., Delta Dental Plan of Arkansas, Inc., Delta Dental of Kentucky, Inc., Delta Dental Plan of New Mexico, Inc., Delta Dental of North Carolina, Delta Dental of Tennessee, Renaissance Life & Health Insurance Company of America, Renaissance Health Insurance Company of New York, and Renaissance Systems & Services, LLC (collectively, “we” or “us” or the “Plan”). These entities have designated themselves as a single affiliated covered entity for purposes of the privacy rules under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and each has agreed to abide by the terms of this notice and may share protected health information with each other as necessary for treatment, payment or to carry out health care operations, or as otherwise permitted by law.

The HIPAA Privacy Rule protects only certain medical information known as “protected health information” (“PHI”). Generally, PHI is individually identifiable health information, including demographic information, collected from you or received by a health care provider, a health care clearinghouse, a health plan or your employer on behalf of a group health plan that relates to:

1. your past, present or future physical or mental health or condition;
2. the provision of health care to you; or
3. the past, present or future payment for the provision of health care to you.

We are required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are committed to protecting your health information.

We comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. We maintain a breach reporting policy and have in place appropriate safeguards to track required disclosures and meet appropriate reporting obligations. We will notify you promptly in the event a breach occurs that may have compromised the security or privacy of your PHI. In addition, we comply with the “Minimum Necessary” requirements of HIPAA and the HITECH amendments.

For more information concerning this notice please see: [www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html](http://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html).

## HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following categories describe different ways that we may use or disclose your PHI.

**For treatment**—We may use or disclose your PHI to facilitate medical treatment or services by providers. We may disclose PHI about you to providers, including dentists, doctors, nurses, or technicians, who are involved in taking care of you. For example, we might disclose information about your prior dental X-ray to a dentist to determine if the prior X-ray affects your current treatment.

**For payment**—We may use or disclose PHI about you to obtain payment for your treatment and to conduct other payment-related activities, such as determining eligibility for Plan benefits, obtaining customer payment for benefits, processing your claims, making coverage decisions, administering Plan benefits and coordinating benefits.

**For health care operations**—We may use and disclose PHI about you for other Plan operations, including setting rates, conducting quality assessment and improvement activities, reviewing your treatment, obtaining legal and audit services, detecting fraud and abuse, business planning and other general administration activities. In accordance with the Genetic Information and Nondiscrimination Act of 2008, we are prohibited from using your genetic information for underwriting purposes.

**To Business Associates**—We may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan’s behalf. In order to perform these functions or provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only if they agree in writing with the Plan to implement appropriate safeguards regarding your PHI. For example, the Plan may disclose your PHI to a Business Associate to administer claims or provide support services, such as utilization management, quality assessment, billing and collection or audit services, but only after the Business Associate enters into a Business Associate Agreement with the Plan.

**Health-related benefits and services**—We may use or disclose health information about you to communicate to you about health-related benefits and services. For example, we may communicate to you about health-related benefits and services that add value to, but are not part of, your health plan.

**To avert a serious threat to health or safety**—We may use and disclose PHI about you to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

**Military and veterans**—If you are a member of the armed forces, we may release PHI about you if required by military command authorities.

**Worker's compensation**—We may release PHI about you as necessary to comply with worker's compensation or similar programs.

**Public health risks**—We may release PHI about you for public health activities, such as to prevent or control disease, injury or disability, or to report child abuse, domestic violence, or disease or infection exposure.

**Health oversight activities**—We may release PHI to help health agencies during audits, investigations or inspections.

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

**Law enforcement**—We may release PHI if asked to do so by a law enforcement official:

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

**Coroners, medical examiners and funeral directors**—We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

**National security and intelligence activities**—We may release PHI about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**To Plan Sponsor**—We may disclose your PHI to certain employees of the Plan Sponsor (i.e., the company) for the purpose of administering the Plan. These employees will only use or disclose your PHI as necessary to perform Plan administrative functions or as otherwise required by HIPAA.

**Disclosure to others**—We may use or disclose your PHI to your

family members and friends who are involved in your care or the payment for your care. We may also disclose PHI to an individual who has legal authority to make health care decisions on your behalf.

## REQUIRED DISCLOSURES

The following is a description of disclosures of your PHI the Plan is required to make:

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

**Government audits**—The Plan is required to disclose your PHI to the secretary of the United States Department of Health and Human Services when the secretary is investigating or determining the Plan's compliance with HIPAA.

**Disclosures to you**—Upon your request, the Plan is required to disclose to you the portion of your PHI that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits.

## WRITTEN AUTHORIZATION

We will use or disclose your PHI only as described in this notice. **It is not necessary for you to do anything to allow us to disclose your PHI as described here.** If you want us to use or disclose your PHI for another purpose, you must authorize us in writing to do so. For example, we may use your PHI for research purposes if you provide us with written authorization to do so. You may revoke your authorization in writing at any time. When we receive your revocation, it will be effective only for future uses and disclosures. It will not be effective for any PHI that we may have used or disclosed in reliance upon your written authorization. We will never sell your PHI or use it for marketing purposes without your express written authorization. We cannot condition treatment, payment, enrollment in a health plan, or eligibility for benefits on your agreement to sign an authorization.

## ADDITIONAL INFORMATION REGARDING USES OR DISCLOSURES OF YOUR PHI

For additional information regarding the ways in which we are allowed or required to use or disclose your PHI, please see [www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html](http://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html).

## YOUR RIGHTS REGARDING PHI THAT WE MAINTAIN

You have the following rights regarding PHI we maintain about you:

**Your right to inspect and copy your PHI**—You have the right to inspect and copy your PHI. You must submit your request in writing and if you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request. A copy will be provided within 30 days of your request.

The Plan may deny your request to inspect and copy PHI in certain limited circumstances. If you are denied access to PHI, you may request that the denial be reviewed by submitting a written request to the contact person listed below.

**Your right to amend incorrect or incomplete information**—If you believe that the PHI the Plan has about you is incorrect or incomplete, you may request that we change your PHI by submitting a written request. You also must provide a reason for your request. We are not required to amend your PHI but if we deny your request, we will provide you with information about our denial and how you can disagree with the denial within 60 days of your request.

**Your right to request restrictions on disclosures to health plans**—Where applicable, you may request that restrictions be placed on disclosures of your PHI.

**Your right to an accounting of disclosures we have made**—You may request an accounting of disclosures of your PHI that we have made, except for disclosures we made to you or pursuant to your written authorization, or that were made for treatment, payment or health care operations. You must submit your request in writing. Your request may specify a time period of up to six years prior to the date of your request. We will provide one list of disclosures to you per 12-month period free of charge; we may charge you for additional lists.

**Your right to request restrictions on uses and disclosures**—You have the right to request restrictions or limitations on the way that we use or disclose PHI. You must submit a request for such restrictions in writing, including the information you wish to limit, the scope of the limitation and the persons to whom the limits apply. We may deny your request.

**Your right to request confidential communications through a reasonable alternative means or at an alternative location**—You may request that we direct confidential communications to you in an alternative manner (i.e., by facsimile or email). You must submit your request in writing. We are not required to agree to your request, however, we will accommodate your request if doing otherwise would place you in any danger.

**Your right to a paper copy of this notice**—To obtain a paper copy of this notice or a more detailed explanation of these rights, send us a written request at the address listed below. You may also obtain a copy of this notice at one of our

websites:

[www.deltadentalmi.com](http://www.deltadentalmi.com),

[www.deltadentaloh.com](http://www.deltadentaloh.com),

[www.deltadentalin.com](http://www.deltadentalin.com),

[www.deltadentalar.com](http://www.deltadentalar.com)

[www.deltadentalky.com](http://www.deltadentalky.com),

[www.deltadentalnc.com](http://www.deltadentalnc.com),

[www.deltadentalnm.com](http://www.deltadentalnm.com),

[www.deltadentaltn.com](http://www.deltadentaltn.com),

[www.renaissancedental.com](http://www.renaissancedental.com), or

[www.rss-llc.com](http://www.rss-llc.com).

**Your right to appoint a personal representative**—Upon receipt of appropriate documentation appointing an individual as your personal representative, medical power of attorney or legal guardian, that individual will be permitted to act on your behalf and make decisions regarding your health care.

## CHANGES TO THIS NOTICE

We may amend this Notice of Privacy Practices at any time in the future and make the new notice provisions effective for all PHI that we maintain. We will advise you of any significant changes to the notice. We are required by law to comply with the current version of this notice.

## COMPLAINTS

If you believe your privacy rights or rights to notification in the event of a breach of your PHI have been violated, you may file a complaint with us or with the Office of Civil Rights. Complaints about this notice or about how we handle your PHI should be submitted in writing to the contact person listed below.

A complaint to the Office of Civil Rights should be sent to Office of Civil Rights, U.S. Department of Health & Human Services, 200 Independence Ave., SW, Washington, D.C. 20201, 877-696-6775. You also may visit OCR's website at [www.hhs.gov/hipaa/filing-a-complaint/index.html](http://www.hhs.gov/hipaa/filing-a-complaint/index.html) for more information.

You will not be penalized, or in any other way retaliated against for filing a complaint with us or the Office of Civil Rights.

**SEND ALL WRITTEN REQUESTS REGARDING THIS PRIVACY NOTICE TO:**

Delta Dental Plan of Arkansas, Inc., Attn: Privacy Officer, P.O. Box 15965, North Little Rock, AR 72231, 1-800-462-5410.

Para asistencia en español, llame al número de servicio al cliente (customer service) que aparece en el reverso de su tarjeta para miembros.

This document is also available in alternative formats upon request and at no cost to persons with disabilities.

**GRAMM-LEACH-BLILEY PRIVACY NOTICE**

**What Does Delta Dental Do With Your Personal Information?**

**Why?:** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?:** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Insurance claim information
- Transaction history and Medical information
- Credit card payments and Employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**Why?:** All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Delta Dental chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Delta Dental Share?	Can You Limit This Sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We do not share
<b>For our affiliates’ everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> – Information about your creditworthiness	No	We do not share
<b>For non-affiliates to market to you</b>	No	We do not share

What We Do?	
<b>How does Delta Dental protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

<b>How does Delta Dental collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Pay insurance claims</li> <li>• File an insurance claim</li> <li>• Use your credit or debit card</li> <li>• Give us your contact information</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws may give you additional rights to limit sharing.</p>

<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with the Delta Dental name in Michigan, Ohio, Indiana, Kentucky, Tennessee, New Mexico, and North Carolina; insurance companies such as Renaissance Life &amp; Health Insurance Company of America and Renaissance Health Insurance Company of New York; and others such as Renaissance Systems &amp; Services, LLC.</p>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies. Delta Dental does not share your personal information with non-affiliates so they can market to you.</p>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you. Delta Dental does not jointly market with non-affiliated financial companies.</p>

<b>Other Important Information</b>
<p><b>For customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA:</b> To review your personal information, write to Privacy Officer, 1516 Country Club Road, Sherwood, Arkansas 72120. You must state your full name, address, policy number (if applicable) and the information you would like to see. We will tell you what information we have, and you may review and copy it at our office or ask that we mail a copy to you for a fee. If you think that personal information that we have about you is wrong, you may write to us. We will tell you what actions we take because of your letter. If you do not agree with our actions, you may send us a statement.</p>

**Questions?:** Send all requests regarding this Privacy Notice to:



Delta Dental Plan of Arkansas, Inc.  
Attn: Chief Privacy Officer  
1513 Country Club Road  
Sherwood, Arkansas 72120

**Para asistencia en español, llame al número de servicio al cliente (customer service) que aparece en el reverso de su tarjeta para miembros.**



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