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# *Dental Plan Description*



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## TABLE OF CONTENTS

I.	Definitions .....	2
II.	How To File a Claim .....	4
III.	Benefits .....	5
	Coverage A Benefits .....	5
	Coverage A Exclusions and Limitations .....	5
	Coverage B Benefits.....	6
	Coverage B Exclusions and Limitations .....	6
	Coverage C Benefits.....	8
	Coverage C Exclusions and Limitations .....	8
	Coverage D Benefits .....	9
	Coverage D Exclusions and Limitations .....	9
IV.	General Exclusions and Limitations .....	10
V.	Coordination of Benefits (Dual Coverage).....	13
VI.	General Claims Inquiry .....	15
VII.	Disputed Claims Procedure .....	15
VIII.	Disputed Claims Review Procedure .....	16
IX.	Termination .....	16
X.	Conversion and Continuation of Benefits .....	17
XI.	General Conditions .....	22
XII.	Questions and Answers .....	23
	Statement of ERISA Rights .....	24
	Vermont Mandatory Civil Unions Endorsement .....	26
	Service Guarantee .....	27

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Northeast Delta Dental welcomes you to the growing number of people receiving benefits through our Dental Care programs.

This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Delta Dental Plan. But, before you turn the page, we'd like you to know something about us...

- Northeast Delta Dental is a not-for-profit organization established and supported by Dentists to make more Dental Care available to the general public.
- Northeast Delta Dental is affiliated with a national association known as Delta Dental Plans Association (DDPA) which provides Dental Care programs in all states and territories.
- A substantial majority of Dentists in Maine, New Hampshire, and Vermont participate with Northeast Delta Dental through Participating Dentist Agreements.

You are encouraged to take advantage of your Northeast Delta Dental Plan since good oral health is an important part of your good general health. You are also encouraged to obtain your Dental Care from a Participating Dentist to get the best value from your program.

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## I. Definitions

1. **Agreement:** the contract between your group and Delta Dental to provide dental benefits to Eligible Persons, including the Outline of Benefits.
2. **Co-payment:** the amount of the Dental Care cost which you are required to pay.
3. **Contract Holder:** the group named in the application.
4. **Contract Year for Benefits:** the time period specified in the Outlines of Benefits.
5. **Coverage:** the Dental Care referred to in the Agreement.
6. **Coverage Period:** the Contract Year for Benefits as defined above.
7. **DDPA (Delta Dental Plans Association):** the Association which is made up of all of the Delta Dental Plans and affiliated organizations operating in the United States and its territories.
8. **Deductible:** the portion of the charge for covered Dental Care which the Subscriber or Eligible Dependent must pay before Delta Dental's liability begins.
9. **Delta Dental:** the Delta Dental Plans in Maine, New Hampshire, and Vermont, collectively known as Northeast Delta Dental.
10. **Dental Care:** dental services ordinarily provided by licensed Dentists for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with accepted standards of dental practice at the time the service is rendered.
11. **Dental Plan Description:** this document. The Dental Plan Description together with the Agreement form the terms and conditions under which Delta Dental shall administer your dental benefit program.
12. **Dentist:** a person duly licensed to practice dentistry in the state in which the Dental Care is provided.

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13. **Dependent:**
    - a. the spouse to whom the Subscriber is legally married, or with whom the Subscriber is a party to a civil union; and/or
    - b. children of the Subscriber by natural birth, legal adoption or guardianship and stepchildren; provided such children are unmarried, are not in military service, and are the Subscriber's Dependents for Vermont income tax purposes unless there is a court decree which awards the dependency exemption(s) to the non-covered parent.
  14. **Eligible Dependents:** those Dependents who meet the eligibility requirements of the Agreement and are enrolled by Subscribers in the group's benefit program.
  15. **Eligible Persons:** the Subscriber and Dependent(s) (as defined herein).
  16. **Maximum:** the dollar amount Delta Dental will pay in any Coverage Period (or lifetime for Orthodontic benefits) for covered benefits.
  17. **Non-Participating Dentist:** a Dentist who has not signed a Participating Dentist Agreement.
  18. **Outline of Benefits:** the insert to this booklet which describes your dental benefits.
  19. **Participating Dentist:** a Dentist whose fees are filed with and/or accepted by Delta Dental, and who has signed a Participating Agreement. A Participating Dentist shall abide by such uniform rules and regulations as are from time to time prescribed by Delta Dental.
  20. **Predetermination:** an administrative procedure by which the Dentist submits the treatment plan to Delta Dental in advance of performing dental services. Delta Dental recommends that you ask your Dentist to request Predetermination of proposed services which are considered to be other than brief or routine. Predetermination provides an estimate of what Delta Dental will pay for the services, which helps avoid confusion and misunderstanding between you and your Dentist.
  21. **Processing Policies:** policies approved by Delta Dental, as may be amended from time to time, to be used in processing treatment plans for Predetermination and claims for payment.
  22. **Subscriber:** any person who:
    - a. renders service to the Contract Holder as a paid employee, and
    - b. is certified as being eligible by the Contract Holder as a member of the group specified in the application, and
    - c. enrolls in the group's benefit program.

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## II. How To File a Claim

Please read this Dental Plan Description carefully to familiarize yourself with the benefits and provisions of your dental plan.

You are assured of receiving full benefits under this dental plan if you visit a Participating Dentist. Ask your Dentist if he/she participates with Delta Dental; visit Delta Dental's website at [www.nedelta.com](http://www.nedelta.com); refer to your Delta Dental Participating Dentist Directory; or call Delta Dental for information.

When you visit your dental office, inform them that you are covered under a Delta Dental program and show your identification card. Your Dentist will perform an evaluation and plan the course of treatment. When the treatment has been completed, the claim form will be sent to Delta Dental for payment for covered services.

Participating Dentists will have claim forms available in their offices. A Participating Dentist will not charge at the time of treatment for covered services, but may request payment for non-covered services, Deductibles, or Co-payment. Delta Dental will pay the Participating Dentist directly based on their filed fees. A Notification of Benefits form will be sent to you that will indicate the amount you should pay, if any, to your Dentist.

If you visit a Non-Participating Dentist within the Delta Dental operating area of Maine, New Hampshire, and Vermont, you may be requested to bring a claim form that is available by calling Delta Dental or may be downloaded from [www.nedelta.com](http://www.nedelta.com). Payment for services rendered will be made directly to you and will be limited to the lesser of the Dentist's actual submitted charge or the plan's allowance for Non-Participating Dentists located in the tri-state region. It will be your responsibility to make full payment to your Dentist.

If you visit a Dentist outside the operating area of Delta Dental, you may be requested to bring a claim form that is available by calling us or may be downloaded from [www.nedelta.com](http://www.nedelta.com). If your Dentist participates with the local DDPA, payment will be based on their filed fees and sent directly to the Dentist unless it is noted on the claim form that payment should be sent to you. When services are rendered by a Non-Participating Dentist, payment will be sent to the Dentist unless it is noted on the claim form that it should be sent to you. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the actually submitted charge or an amount equal to a selected percentile of a nationally recognized database of dental charges for the geographic area in which the services were provided. When there is not sufficient fee information available for a specific dental procedure, Delta Dental will determine an appropriate payment amount.

You or someone in the dental office must fill in the patient information portion of the claim form. Please be sure information is complete and accurate to ensure the prompt and correct payment of your claim.

### **Predetermination of Benefits:**

Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the Dentist.

**Please note that Predetermination does NOT guarantee payment. Rather, Predetermination is an estimate of benefits based on your current benefits. A new Coverage Period and/or contract change may alter the final payment, because payment is based on information on file at the time treatment is provided (the date of service). Any changes in a Dentist's fee schedule or participating status may also affect Delta Dental's final payment.**

The Predetermination Voucher reflects your benefits based on the procedures and costs submitted by your dental office. Questions concerning Predetermination should be directed to Delta Dental's Customer Service department at 800-832-5700 or 603-223-1234.

### III. Benefits

#### Coverage A (Diagnostic & Preventive) Benefits

- Diagnostic:** Evaluations and x-rays to determine required dental treatment
- Limited oral evaluation
- Oral evaluation — once in any period of six (6) consecutive months. This can be a comprehensive or periodic evaluation provided by a specialist or a general Dentist.
- Radiographs — complete series or panoramic film once in any period of three (3) consecutive years; bitewing films (x-rays) once in any period of twelve (12) consecutive months; films of individual teeth as necessary
- Preventive:** Specific procedures employed to prevent the occurrence of dental disease
- Prophylaxis (cleaning) — once in any period of six (6) consecutive months (child prophylaxis through age 12 (twelve), adult prophylaxis thereafter). This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance (Coverage B).
- Fluoride treatment — once in any period of twelve (12) consecutive months through age eighteen (18)
- Space Maintainers
- Sealants

**NOTE: The time limitation will be measured from the date the service was last performed. Only those coverage classifications selected by your group shall apply.**

#### Coverage A Exclusions and Limitations:

1. A panoramic film, with or without accompanying bitewings, is considered the same as a complete series and is paid as such.
2. Sealant benefit limitation:
  - a. Sealant benefit is provided only to Eligible Dependents fourteen (14) years of age or younger.
  - b. Sealant benefit includes the application of sealants to caries-free (no decay) and restoration-free permanent molars.
  - c. Sealant benefit is provided no more than once in a lifetime per tooth.
3. A limited oral evaluation, when done in conjunction with a procedure (other than x-rays) on the same visit is considered a part of, and included in the fee for, the procedure. A separate fee may not be charged by Participating Dentists.
4. Payment for additional periapical radiographs within a thirty-day (30-day) period of a complete series or panoramic film, unless there is evidence of trauma, is subject to consultants' review. A separate fee may not be charged by Participating Dentists.
5. The replacement or repair of space maintainers and orthodontic appliances is not a covered benefit.
6. Space maintainers are a covered benefit for Eligible Dependents fifteen (15) years or younger when a space is being maintained for an erupting permanent tooth.
7. A prophylaxis, a full mouth debridement, or periodontal maintenance is essentially a duplication of services when provided on the same day of treatment as periodontal scaling and root planing. Payment is made accordingly and a separate fee may not be charged by Participating Dentists.

### Coverage B Benefits

<b>Restorative:</b>	Amalgam (silver) and/or resin (white) restorations (fillings). If Coverage C (Major) is not a covered benefit, and unless otherwise specified in the Outline of Benefits, payment for restorative crowns and onlays will be at the selected Co-payment specified in the Outline of Benefits for a four (4) surface amalgam restoration.
<b>Oral Surgery:</b>	Extractions and covered surgical procedures
<b>Periodontics:</b>	Treatment of diseased tissue supporting the teeth and periodontal maintenance  Prophylaxis (cleaning) – once in any period of six (6) consecutive months. This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance (Coverage B).
<b>Endodontics:</b>	Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy
<b>Denture Repair:</b>	Repair of removable complete or partial denture to its original condition
<b>Palliative Treatment:</b>	Minor emergency treatment for the relief of pain
<b>Anesthesia:</b>	General anesthesia administered in conjunction with an extraction, tooth reimplantation, surgical exposure of tooth, surgical placement of implant body (only when implantology is specified as a benefit in the Outline of Benefits), biopsy, transeptal fiberotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess; frenulectomy and/or frenuloplasty.

**NOTE:** *The time limitation will be measured from the date the service was last performed. Only those coverage classifications selected by your group shall apply.*

### Coverage B Exclusions and Limitations:

1. A prophylaxis, a full month debridement, or periodontal maintenance is essentially a duplication of services when provided on the same day of treatment as periodontal scaling and root planing. Payment is made accordingly and a separate fee may not be charged by Participating Dentists.
2. Tooth preparation, bases, copings, sedative fillings, impressions, and local anesthesia, or other services which are part of the complete dental procedure, are considered components of and included in the fee for a complete procedure. A separate fee may not be charged by Participating Dentists.
3. Resin restorations in posterior teeth (white fillings in bicuspids and molars) are optional. If performed, patient is responsible for additional fee. An allowance will be paid equal to an amalgam (silver) restoration. If performed, patient is responsible for any additional fee.
4. Payment is made for one (1) restoration in each tooth surface irrespective of the number of combinations of restorations placed. A separate fee may not be charged by Participating Dentists.
5. Routine post-operative visits are considered part of, and included in the fee for, the total procedure. A separate fee may not be charged by Participating Dentists.
6. Periodontal scaling and root planing is a covered benefit once in any period of twelve (12) consecutive months per quadrant.
7. Exploratory surgical services are not a covered benefit. Patient is financially responsible.

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8. An adjustment will be made for two (2) or more restoration surfaces which are normally joined together. A separate fee may not be charged by Participating Dentists.
  9. Root canal therapy on a tooth is a benefit once in any period of three (3) consecutive years.
  10. Periodontal services are a non-covered benefit when done for crown lengthening.
  11. An indirect pulp cap, when rendered at the same time as the final restoration, is considered a base and is not a benefit when billed as a separate procedure in conjunction with the final restoration. A separate fee may not be charged by Participating Dentists.
  12. Recementation of a crown, inlay, onlay, and/or partial coverage restoration is a benefit once in any period of twelve (12) consecutive months.
  13. Recementation of a cast or prefabricated post and core is a benefit once in any period of twelve (12) consecutive months.
  14. Anterior deciduous root canal therapy is not a covered benefit.
  15. Gingivectomy, gingival flap procedure, osseous surgery, bone replacement graft, or soft tissue graft procedure is a benefit once in any period of three (3) consecutive years.

**Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the Dentist.**

### Coverage C (Major) Benefits

**Restorative Crowns and Onlays:** Crowns and onlays when a tooth cannot be adequately restored with amalgam (silver) or resin (white) restorations

**Prosthodontics:** Fixed partial dentures (abutment crowns and pontics); removable complete and partial dentures, including rebase and relines of such prosthetic appliances; core buildups; cast and prefabricated post and cores; and fixed partial denture and crown repairs

**Implant Services:** If specified in the Outline of Benefits, surgical placement of endosteal implant body including healing cap

#### Implant Supported Prosthetics

**NOTE** *The time limitation will be measured from the date the service was last performed. Only those coverage classifications selected by your group shall apply.*

#### Coverage C Exclusions and Limitations:

1. Onlays, or crowns made of resin-based composite, porcelain, porcelain fused to metal, full cast metal, or resin fused to metal, where the metal is high noble metal, titanium, noble metal or predominantly base metal, are not benefits for Eligible Dependents under the age of twelve (12).
2. Tissue conditioning is not a covered benefit.
3. Coverage C time limitations:
  - a. One (1) complete maxillary (upper) and one (1) complete mandibular (lower) denture in any period of five (5) consecutive years.
  - b. One (1) complete maxillary (upper) denture rebase and one (1) complete mandibular (lower) denture rebase in any period of five (5) consecutive years.
  - c. A removable or fixed partial denture in any period of five (5) consecutive years unless the loss of additional teeth requires the construction of a new appliance.
  - d. Crowns, onlays, core buildups, and post and cores are a benefit once per tooth in any period of five (5) consecutive years.
  - e. The period of five (5) consecutive years referred to in (a), (b), (c), and (d) above is to be measured from the date the service was last performed.
4. Removable or fixed partial dentures are not benefits for patients under the age of twelve (12).
5. When covered, implant body including healing cap is a benefit once in a lifetime per site.
6. Implantology, when covered, is not a benefit for patients under the age of sixteen (16).
7. When implantology is covered, eposteal and transosteal implants are optional. If performed, patient is responsible for additional fee. An allowance will be paid equal to an endosteal implant.
8. If abutment teeth have moved to partially close an edentulous area, only the number of pontics necessary to fill that area are covered benefits. Patient will be responsible for any additional fee.
9. Recementation of a fixed partial denture is a benefit once in any period of twelve (12) consecutive months.
10. The relining of a denture is a benefit once in any period of three (3) consecutive years.

**Please note:** **Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the Dentist.**

### Coverage D (Orthodontics) Benefits

**Orthodontics:** Necessary treatment and procedures required for the correction of malposed (crooked) teeth.

Placement of device to facilitate eruption of impacted tooth

Correction of malposed teeth for Dependent children until the end of the month of nineteenth (19) birthday or as specified in the Outline of Benefits.

**NOTE: The time limitation will be measured from the date the service was last performed. Only those coverage classifications selected by your group shall apply.**

#### Coverage D Exclusions and Limitations:

1. Orthodontic benefit limitations:
  - a. Orthodontic benefits are provided until the end of the month of the Eligible Dependent's nineteenth 19th birthday. Subscribers, spouses, and Eligible Dependents aged nineteen (19) and over shall not be eligible for Orthodontic benefits unless adult coverage is specified in the Outline of Benefits.
  - b. For treatment commenced while a patient is eligible for Orthodontic benefits, Delta Dental will initiate payment of its liability up to the Orthodontic Maximum specified in the Outline of Benefits once bands or orthodontic devices are placed.
  - c. For patients who become eligible after Orthodontic treatment has commenced, Delta Dental will pro-rate its liability based on the number of remaining months of active treatment compared to the total number of months of active treatment. Delta Dental will make one (1) payment for its total liability.
2. Delta Dental's payment for Orthodontic benefits, shall be limited to the lifetime Maximum per patient specified in the Outline of Benefits.
3. For groups with Orthodontic benefits, banding must take place for Delta Dental to make payment on diagnostic records. If banding does not take place, Delta Dental has no liability beyond its share of the allowable fee for procedure D0150-comprehensive oral evaluation.
4. The replacement or repair of space maintainers and Orthodontic appliances is not a covered benefit.

**Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the Dentist.**

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#### IV. General Exclusions and Limitations

1. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Delta Dental shall not include the following:
  - a. Services for injuries or conditions compensable under Worker's Compensation or Employer's Liability laws.
  - b. Services that are determined by Delta Dental to be rendered for cosmetic reasons, or to correct congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
  - c. Services including, but not limited to, endodontics and prosthodontics (including restorative crowns and onlays) started prior to the date the Subscriber or Eligible Dependent became eligible under the Agreement.
  - d. Prescription drugs, premedications, and/or relative analgesia.
  - e. Charges for: (a) hospitalization; (b) general anesthesia for restorative dentistry (except as noted in Section III., Coverage B Benefits); (c) preventive control programs; (d) periodontal splinting; (e) myofunctional therapy; (f) treatment of temporomandibular joint (TMJ) dysfunction and related diagnostic procedures; (g) equilibration; and (h) gnathological reporting.
  - f. Charges for failure to keep a scheduled visit with the Dentist.
  - g. Charges for completion of forms is not a benefit nor shall a charge be made to a Subscriber or Dependent by Participating Dentists.
  - h. Dental Care which is not necessary and customary, as determined by generally accepted dental practice standards.
  - i. Dental Care or supplies which are not within the classification of benefits defined in the Agreement.
  - j. Appliances, procedures or restorations for: (a) increasing vertical dimension; (b) analyzing, altering, restoring or maintaining occlusion; (c) replacing tooth structure lost by attrition or abrasion; (d) correcting congenital or developmental malformations; (e) esthetic purposes; or (f) implantology techniques.
  - k. Payments of benefits incurred by the Subscriber and/or Dependent(s) after the date on which the Subscriber becomes ineligible for benefits.
  - l. Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.
  - m. Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
  - n. All services, including evaluations and radiographs, performed for orthodontic purposes where the group does not have Orthodontic (Coverage D) benefits are not covered benefits. If services are rendered they should be done so with the agreement of the patient to assume additional cost.
  - o. Temporary services.

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- p. A consultation unless performed by a practitioner who is not performing further services.
  - q. Case presentation and treatment planning. Patient will be responsible for additional fee.
  - r. Athletic mouthguards and occlusal guards (nightguards).
  - s. Pulp vitality tests.
  - t. Incomplete treatment.
2. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Delta Dental shall be limited as follows:
- a. Dental Care rendered by other than a Dentist, shall not be a benefit, except that scaling or cleaning of teeth and topical application of fluoride and such other treatment performed by a licensed dental hygienist shall be a benefit, so long as the treatment is rendered under the supervision and guidance of a Dentist, in accordance with generally accepted dental practice standards.
  - b. Optional Dental Care: In all cases in which the Subscriber or Eligible Dependent selects more expensive Dental Care than is customarily provided, Delta Dental will pay the selected Co-payment for the Dental Care which is customarily provided to restore the tooth to contour and function. The Subscriber or Eligible Dependent shall be responsible for the remainder of the Dentist's fee.
  - c. Predetermination does not guarantee payment. Payment is based upon eligibility, benefits selected by the group, and allowable charges at the time the Dental Care is rendered. If Coordination of Benefits is involved, the amount of payment is subject to change dramatically pending payment by primary carrier.
  - d. Services completed or in progress at the Subscriber's or Eligible Dependent's date of death will be paid in full to the limit of Delta Dental's liability.
  - e. When services for Dental Care in progress are interrupted and completed thereafter by another Dentist, Delta Dental will review the claim to determine the payment, if any, due each Dentist.
  - f. Maximum Payment:
    - (i) The Maximum amount payable in any Coverage Period, or any portion thereof, shall be limited to the amount specified in the Outline of Benefits.
    - (ii) Delta Dental's payment shall be reduced by any Deductible.
  - g. Specialized techniques including, but not limited; to precision attachments, implantology, overdentures and procedures associated therewith; and personalizations or characterization, are excluded. Patient will be responsible for part or all of the fee for these services.
  - h. Diagnostic casts (study models) and/or photographs are not a covered benefit by Delta Dental unless done for orthodontic purposes for those groups which have Orthodontic benefits. The charge for such services should be included in the total case fee.
  - i. Delta Dental programs provide amalgam, synthetic, or plastic restorations for treatment of caries. If the teeth can be restored with such materials, any gold restorations, crowns, or onlays are considered optional. Patient will be responsible for additional fee.

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- j. A claim (or satisfactory written proof acceptable to Delta Dental) must be furnished to Delta Dental at its principal office within twenty-four (24) months from the date the Dentist provided Dental Care. No payment will be made on a claim with dates of service in excess of the twenty-four (24) month limitation.
- k. The Date of Incurred Liability refers to the date a service is subject to the applicable Deductible, Co-payment percentage, maximum benefit, and limitations. The total cost of the service is applied to the Coverage Period during which the service is incurred, irrespective of the Coverage Period in which the service is completed.

Delta Dental's date of incurred liability for multiple visit procedures is as follows:

- (i) Restorative Crowns — Total cost for crowns and onlays shall be incurred on the date that the tooth is prepared.
- (ii) Fixed Partial Dentures (abutment crowns and pontics) — The total cost for fixed partial dentures shall be incurred on the date that the teeth are prepared to receive said appliance.
- (iii) Removable Complete and Partial Dentures — Total cost for removable complete and partial dentures shall be incurred on the date that the final impressions are taken for said appliance.
- (iv) Endodontics — Total cost for endodontic treatment shall be incurred when the pulp chamber of the tooth is opened.
- (v) Implant Body — Total cost for the implant body, including healing cap, shall be incurred on the date of surgical placement.
- (vi) Implant Prosthetics — Total cost for the prosthetic portion of an implant shall be incurred on the date the final impression is taken for said appliance.
- (vii) Orthodontics — Total cost for orthodontic treatment shall be incurred on the date the initial bands, or segment thereof, or a device, is placed in the patient's mouth.

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## V. Coordination of Benefits (Dual Coverage)

The Coordination of Benefits provision is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given service. In the event that any Eligible Person is entitled to benefits under any other health care program, the following Coordination of Benefits provision shall determine the sequence and extent of payment. Other health care programs may include any other sponsored plan or group insurance plan.

When an Eligible Person is covered under another health care program, the following rules shall be followed to establish the order of determining liability.

1. When only one plan has a Coordination of Benefits provision, the plan without such provision shall determine its benefits first.
2. The plan covering an Eligible Person solely as an employee shall determine its benefits before the plan which covers the Eligible Person solely as a Dependent.
3. The plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs earlier in a calendar year shall determine its benefits before the plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs later in a calendar year ("Birthday Rule"). A parent's year of birth is not relevant. If both parents have the same birthdate (month and day) the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time. If the other health care program does not use the Birthday Rule, then that plan's provisions will determine the order of liability.
4. If paragraphs 2 and 3 above do not establish an order of benefit determination, the benefits of the plan which has covered the Eligible Person for the longer period of time shall be determined first.
5. The order of payment for the claims of a Dependent child of divorced or legally separated parents will be as follows:
  - a. the plan of the parent with custody;
  - b. the plan of the spouse (or the party to a civil union) of the parent with custody (step-parent);
  - c. the plan of the parent without custody.

However, when the parents are separated or divorced and there is a court decree which establishes financial responsibility with respect to the child, the benefits of the plan which cover the child as a Dependent of the parent with financial responsibility shall be determined before the benefits of any other plan which covers the child as a Dependent.

6. When Delta Dental is the first to determine its benefits under the foregoing, benefits hereunder shall be paid without regard to Coverage under any other plan. When Delta Dental is not the first to determine its benefits and there are remaining expenses of the type allowable, Delta Dental will pay only the amount by which its benefits exceed the amount of benefits payable under the other plan up to the amount Delta Dental would have paid without regard to the payment by the other plan or the amount of such remaining expenses, whichever is less. In other words, the combined payment of both plans will not exceed the total cost of the service.

Delta Dental may use reasonable efforts to determine the existence of other benefit programs but shall be under no obligation to do so.

The Eligible Person is required to furnish Delta Dental with information relative to any other health care program in order to determine liability.

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7. For the purposes of determining the applicability and implementing the terms of this provision in the Agreement, Delta Dental may release or obtain from any third party, without consent or notice, any information which it deems to be necessary to determine its liability. Delta Dental shall be free from any liability that might arise in relation to such action.
  8. Multiple Coverage. When benefits are coordinated with another Delta Dental plan, or any other plan providing dental benefits, time limitations and frequency of service limitations will not change. Coverages for services, for which a specified number are provided per a specified time period, shall not be added together to provide more than the number of services specified per time period under this plan. For example, if each plan covers one prophylaxis (cleaning) in a six month period, the combined Coverages will still only cover one prophylaxis in any six month period. If such a service is covered under this plan, but has been paid for, whether in full or part, by another plan, such service will still be counted toward the maximum number of such services allowed per period under this plan.
  9. Right of Recovery. Delta Dental has the right to recover from the payee excess benefit payments.

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## **VI. General Claims Inquiry**

After a claim is submitted by your Dentist and processed by Delta Dental, you will be sent a Notification of Benefits form. This notice will explain the benefits that were paid on your behalf, let you know if any services are denied and give you the reason(s) for the denial.

If you have any questions regarding your benefits, you may call Delta Dental for an explanation at 603-223-1234. The toll-free number is 800-832-5700. You will be connected directly to our Customer Service Department.

The Customer Service Representative will need to know the claim number which is located at the top of your Notification of Benefits form or, if that information is not available, the Subscriber's social security number. This will enable a quick response to your inquiry.

## **VII. Disputed Claims Procedure**

After you have followed the General Claims Inquiry procedure and have reason to believe your benefit determination was not in accordance with the Agreement between Delta Dental and your group, you have the option of using Delta Dental's Disputed Claims Procedure. This may be requested within six (6) months of the issuing of Delta Dental's original Notification of Benefits. Your written request for a review of your claim should be personally delivered or mailed certified mail, return receipt requested, to the Vice President, Professional Relations, Northeast Delta Dental, One Delta Drive, PO Box 2002, Concord, New Hampshire, 03302-2002.

Your request for a review of your claim should reference the claim(s) in question, state your name and address, and the reasons you think the denial should be evaluated, and any additional materials you wish to present.

The Vice President, Professional Relations, or his designee, may request additional documents as necessary to make such a review and will promptly review your claim. If the claim is wholly or partially denied, you will be furnished with a notice of the decision within thirty (30) days after receipt of the disputed claim. The written notice will include:

1. the specific reason(s) for denial, and
2. the specific reference to the provision upon which the denial is based.

If your request for review results in an additional payment, it will be made within fifteen (15) working days of the Vice President, Professional Relations' response.

If you do not receive notice within the thirty day (30-day) period, the claim is considered denied in order that you may proceed to the Disputed Claims Review Procedure.

If you have any problem securing a review of your claim, contact your group for assistance.

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## **VIII. Disputed Claims Review Procedure**

The Disputed Claims Review Procedure allows you to request a review from Delta Dental's Disputed Claims Review Committee after receipt of written notification of the Vice President, Professional Relations' denial of your claim. The Review Committee is composed of Participating Dentists, non-Dentist members of the Board of Directors, and representatives of group purchasers/groups.

You or your duly authorized representative may appeal to the Review Committee by filing a request for review before the final appeal date set forth in the Vice President, Professional Relations' notice denying the claim, or, if no date is given, within six (6) months of the notice. Your written request should be sent certified mail, return receipt requested, to the Review Committee at the Northeast Delta Dental address noted previously. It must state specifically the reasons for requesting a review. It should contain issues, comments, and supporting materials stating why you believe the Delta Dental Vice President, Professional Relations' response was incorrect. Not later than thirty (30) days after receipt of your request, the Review Committee will render its written decision, including specific reasons for the decision.

In addition or as an alternative to the written request procedure, you may request a hearing from the Review Committee to consider matters raised in your appeal. At the hearing, you are entitled to representation by legal counsel or other duly authorized representatives, to request the presence of a stenographer to transcribe the hearing, to present evidence, to request the testimony of witnesses and to cross-examine witnesses. You or your representative may review the Agreement and related pertinent documents. The hearing will be scheduled with prompt written notice to you not later than thirty (30) days after your request. A decision will be rendered not later than thirty (30) days after the hearing. The decision of the Review Committee will be in writing and will include specific reasons for the decision.

## **IX. Termination**

Unless otherwise specified in the Outline of Benefits, benefit entitlement may be automatically terminated:

1. On the last day of the month for which the group has failed to make a required payment for you.
2. On the last day of the month in which your employment is terminated.

Under certain circumstances, state or federal law may require that benefits be continued for terminated or reduced-hour employees, surviving spouses, or surviving parties to civil unions, and Dependents of covered employees, divorced or legally separated spouses or parties to civil unions and children of current employees, and children of employees entitled to Medicare benefits.

If Delta Dental provides notice of termination of the Agreement, the notice shall:

- (a) request that the Contract Holder notify Subscribers of the date of termination, and that, unless otherwise provided in this Agreement, Delta Dental shall not be liable for losses incurred after the termination date;
- (b) if contributions for Coverage are made by Subscribers, advise that if the Contract Holder continues to collect contributions for Coverage beyond the termination date, the Contract Holder may be solely liable for the Benefits with respect to which the contributions have been collected.

Upon notice of termination, Delta Dental will prepare and furnish the Contract Holder with copies of a notice form to be distributed to Subscribers, stating the fact and effective date of termination and directing Subscribers to refer to the Dental Plan Description booklet to determine their rights.

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**X. Conversion and Continuation of Benefits:**

If you or your Eligible Dependent's coverage under the program terminates for any reason, including at the end of any coverage continuation period, you and your Eligible Dependent(s) will have no right to convert to an individual dental plan. The benefits provided under the program are group benefits and are not convertible to individual plans or coverages.

**Federal Law Rights to Continue Coverage**

Upon termination of coverage under this dental benefits plan, former Subscribers and/or Eligible Dependents may be eligible, under federal (COBRA) law to continue group coverage benefits, depending upon certain conditions contained in that law. If a former Subscriber or Eligible Dependent elects to continue coverage under the federal statute, if it is applicable, the group under which benefits were formerly provided will be responsible to collect the applicable premium from the persons electing coverage. The federal law will govern administration of the continuation coverage. Rights under that statute are provided below:

**Rights Under the Federal Statute (COBRA)(if applicable):**

Federal law requires most employers sponsoring group health plans to offer employees and their families the opportunity to elect a temporary extension of health coverage (called "continuation coverage" or "COBRA coverage") in certain instances where coverage under a group health plan would otherwise end. For simplicity, your group dental plan is referred to in this Notice as the "Plan." You do not have to show that you are insurable to elect continuation coverage. However, you will have to pay all of the premium for your continuation coverage. At the end of the maximum coverage period (described below), there is no individual conversion dental plan available under the Plan. This Notice provides a brief overview of your rights and obligations under current law. The Plan offers no greater COBRA rights than what the COBRA statute requires, and this Notice should be construed accordingly.

*Both you (the employee) and your spouse should read this summary carefully and keep it with your records!*

**Qualifying Events**

If you are an *employee* of the Employer and are covered by the Plan, you have the right to elect continuation coverage if you lose coverage under the Plan because of any one of the following two "qualifying events":

1. Termination of your employment (for reasons other than gross misconduct).
2. Reduction in the hours of your employment.

If you are the *spouse* of an employee covered by the Plan, you have the right to elect continuation coverage if you lose coverage under the Plan because of any of the following four "qualifying events":

1. The death of your spouse.
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment with the Employer.
3. Divorce or legal separation from your spouse (Also, if an employee eliminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the administrator within 60 days of the

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later divorce or legal separation and can establish that the coverage was eliminated earlier in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation.)

4. Your spouse becomes entitled to Medicare benefits.

In the case of a ***dependent child*** of an employee covered by the Plan, he or she has the right to elect continuation coverage if group dental coverage under the Plan is lost because of any of the following five "qualifying events":

1. The death of the employee parent.
2. The termination of the employee parent's employment (for reasons other than gross misconduct) or reduction in the employee parent's hours of employment with the Employer.
3. Parents' divorce or legal separation.
4. The employee parent becomes entitled to Medicare benefits.
5. The dependent ceases to be a "dependent child" under the Plan.

### **Your IMPORTANT Notice Obligations**

If your spouse or dependent child loses coverage under the Plan because of divorce, legal separation or the child's losing dependent status under the Plan, then under the COBRA statute, you (the employee) or your spouse or dependent has the responsibility to notify the Plan Administrator of the divorce, legal separation, or the child's losing dependent status. You or your spouse or dependent must provide this notice no later than 60 days after the date coverage terminates under the Plan (see this summary plan description for details regarding when Plan coverage terminates.) *If you or your spouse or dependent fails to provide this notice to the Plan Administrator during this 60-day notice period, any spouse or dependent child who loses coverage will NOT be offered the option to elect continuation coverage.* Furthermore, if you or your spouse or dependent fails to provide this notice to the Plan Administrator, and if any claims are mistakenly paid for expenses incurred after the date coverage is supposed to terminate upon the divorce, legal separation, or a child's losing dependent status, then you, your spouse and dependent children will be required to reimburse the Plan for any claims so paid. If the Plan Administrator is timely provided with notice of a divorce, legal separation, or a child's losing dependent status that has caused a loss of coverage, then the Plan Administrator will notify the affected family member of the right to elect continuation coverage (but only to the extent that the Plan Administrator has been notified in writing of the affected family member's current mailing address--see "YOU MUST NOTIFY US..." paragraph below). You (the employee) and your spouse and dependent children will also be notified of the right to elect continuation coverage upon the following events that result in a loss in coverage: the employee's termination of employment (other than for gross misconduct), reduction in hours, or death, or the employee's becoming entitled to Medicare.

### **Election Procedures**

You (the employee) and/or spouse and dependent children must elect continuation coverage within 60 days after Plan coverage ends, or, if later, 60 days after the Plan Administrator provides you or your family member with notice of the right to elect continuation coverage. *If you or your spouse and dependent children do not elect continuation coverage within this 60-day election period, you will lose your right to elect continuation coverage.* A COBRA election mailed to the Plan Administrator is considered to be made on the date of the mailing.

You (the employee) and/or spouse and dependent children may elect continuation coverage for all qualifying family members. You, your spouse and dependent children each have an independent right to elect continuation coverage. Thus, a spouse or dependent child may elect continuation coverage even if the

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covered employee does not (or is not deemed to) elect it.

You (the employee) and/or your spouse and dependent children may elect continuation coverage even if covered under another employer-sponsored group dental plan or entitled to Medicare.

### **Type of Coverage**

Ordinarily, the continuation coverage that is offered will be the same coverage that you, your spouse or dependent children had on the day before the qualifying event. Therefore, an employee, spouse or dependent child who is not covered under the Plan on the day before the qualifying event generally is not entitled to COBRA coverage except, for example, where there is no coverage because it was eliminated in anticipation of a qualifying event such as a divorce. If the coverage is modified for similarly-situated employees or their spouses or dependent children, then COBRA coverage will be modified in the same way.

If the Employer maintains more than one group health plan, you (or your spouse or dependent children) may elect COBRA coverage under any one or more of those plans in which you have coverage. For example, if you are covered under three separate Employer plans, a medical plan, a dental plan, and a vision plan, you could elect COBRA coverage under the medical plan and decline coverage under either or both of the dental and vision plans. But if the Employer maintains one consolidated group health plan (for example, one that provides medical, dental, and vision benefits under a single plan), you must elect or decline COBRA coverage for the plan as a whole.

### **COBRA Premiums You Must Pay**

The premium payments for the "initial premium months" must be paid for you (the employee) and for any spouse or dependent child by the 45<sup>th</sup> day after electing continuation coverage. The initial premium months are the months that end on or before the 45<sup>th</sup> day after the election of continuation coverage is made.

Once continuation coverage is elected, the right to continue coverage is subject to timely payment of the required COBRA premiums. Coverage will not be effective for any initial premium month until that month's premium is paid within the 45-day period after the election of continuation coverage is made.

All other premiums are due on the 1<sup>st</sup> of the month for which the premium is paid, subject to a 30-day grace period. A premium payment is considered to be made on the date it is sent. If you don't make the full premium payment by the due date or within the 30-day grace period, then COBRA coverage will be canceled retroactively to the 1<sup>st</sup> of the month.

### **Maximum Coverage Periods**

The maximum duration for COBRA coverage is described below. COBRA can be cut off before the maximum period expires in certain situations described later under the heading "Termination of COBRA Before the End of the Maximum Coverage Period."

**36 Months.** If you (the spouse or dependent child) lose group dental coverage because of the employee's death, divorce, legal separation, or the employee's becoming entitled to Medicare, or because you lose your status as a dependent under the Plan, then the maximum coverage period (for spouse and dependent child) is three years from the date of the qualifying event.

**18 Months.** If you (the employee, spouse or dependent child) lose group dental coverage because of the employee's termination of employment (other than for gross misconduct) or reduction in hours, then the maximum continuation coverage period (for the employee, spouse and dependent child) is 18 months from the date of termination or reduction in hours. There are three exceptions:

- If an employee or family member is disabled at any time during the first 60 days of continuation coverage (running from the date of termination of employment or reduction in hours), then the

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continuation coverage period for all qualified beneficiaries under the qualifying event is 29 months from the date of the termination or reduction in hours. The Social Security Administration must formally determine under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the disability exists and when it began. For the 29-month continuation coverage period to apply, notice of the determination of disability under the Social Security Act must be provided to the Plan Administrator within both the 18-month coverage period and 60 days after the date of the determination.

- If a second qualifying event that gives rise to a 36-month maximum coverage period for the spouse or dependent child (for example, the employee dies or becomes divorced) occurs within an 18-month or 29-month coverage period, then the maximum coverage period (for a spouse or dependent child) becomes three years from the date of the initial termination or reduction in hours.
- If the qualifying event occurs within 18 months after the employee becomes entitled to Medicare, then the maximum coverage period (for the spouse and dependent child) ends three years from the date the employee became entitled to Medicare.

### **Children Born to or Placed for Adoption With the Covered Employee During COBRA Period**

A child born to, adopted by or placed for adoption with a covered employee during a period of continuation coverage is considered a qualified beneficiary provided that, where the covered employee is a qualified beneficiary, the covered employee has elected continuation coverage for himself or herself. The covered employee or other guardian has the right to elect continuation coverage for the child, provided that the child satisfies the otherwise applicable plan eligibility requirements (for example, regarding age). The covered employee or a family member must notify the Plan Administrator within 30 days of the birth, adoption or placement for adoption to enroll the child on COBRA, and COBRA coverage will last as long as it lasts for other family members of the employee. (The 30-day grace period is the Plan's normal enrollment window for newborn children, adopted children or children placed for adoption.) *If the covered employee or family member fails to so notify the Plan Administrator in a timely fashion, then the covered employee will NOT be offered the option to elect COBRA coverage for the child.*

### **Open Enrollment Rights and HIPAA Special Enrollment Rights**

Qualified beneficiaries who have elected COBRA will be given the same opportunity available to similarly-situated active employees to change their coverage options or to add or eliminate coverage for dependents at open enrollment. In addition, HIPAA's special enrollment rights will apply to those who have elected COBRA. HIPAA, a federal law, gives a person already on COBRA certain rights to add coverage for dependents if such person acquires a new dependent (through marriage, birth, adoption or placement for adoption), or if an eligible dependent declines coverage because of other coverage and later loses such coverage due to certain qualifying reasons. Except for certain children described above under "Children Born to or Placed for Adoption With the Covered Employee After the Qualifying Event," dependents who are added under HIPAA's special enrollment rights do not become qualified beneficiaries - their coverage will end at the same time that coverage ends for the person who elected COBRA and later added them.

### **Termination of COBRA Before the End of Maximum Coverage Period**

Continuation coverage of the employee, spouse and/or dependent child will automatically terminate (before the end of the maximum coverage period) when any one of the following six events occurs.

1. The Employer no longer provides group health coverage to any of its employees.
2. The premium for the qualified beneficiary's COBRA coverage is not timely paid.

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3. After electing COBRA, you (the employee, spouse or dependent child) become covered under another group dental plan (as an employee or otherwise) that has no exclusion or limitation with respect to any preexisting condition that you have. If the other plan has applicable exclusions or limitations, then your COBRA coverage will terminate after the exclusion or limitation no longer applies (for example, after a 12-month preexisting condition waiting period expires). This rule applies only to the qualified beneficiary who becomes covered by another group dental plan. (Note that under HIPAA, an exclusion or limitation of the other group dental plan might not apply at all to the qualified beneficiary depending on the length of his or her creditable dental plan coverage prior to enrolling in the other group dental plan.)
  4. After electing COBRA coverage, you (the employee, spouse or dependent child) become entitled to Medicare benefits. This will apply only to the person who becomes entitled to Medicare.
  5. You (the employee, spouse or dependent child) became entitled to a 29-month maximum coverage period due to disability of a qualified beneficiary, but then there is a final determination under Title II or XVI of the Social Security Act that the qualified beneficiary is no longer disabled (however, continuation coverage will not end until the month that begins more than 30 days after the determination).
  6. Occurrence of any event (e.g., submission of fraudulent benefit claims) that permits termination of coverage for cause with respect to covered employees or their spouses or dependent children who have coverage under the Plan for a reason other than the COBRA coverage requirements of federal law.

**You Must Notify Us About Address Changes, Marital Status Changes, Dependent Status Changes and Disability Status Changes**

If your or your spouse's address changes, you *must* promptly notify the Plan Administrator in writing (the Plan Administrator needs up-to-date addresses in order to mail important COBRA and other information). Also, if your marital status changes or if a dependent ceases to be a dependent eligible for coverage under the Plan terms, you or your spouse or dependent must promptly notify the Plan Administrator in writing (such notification is necessary to protect COBRA rights for your spouse and dependent children). In addition, you must notify us if a disabled employee or family member is determined to be no longer disabled.

**Plan Administrator**

The Employer is the Plan Administrator. All notices and other communications regarding the Plan and regarding COBRA must be directed to the individual who is acting on behalf of the Plan Administrator:

**For More Information**

1. If you, your spouse or dependent children have any questions about this notice or COBRA, please contact the Plan Administrator. Also, please contact the Plan Administrator if you wish to receive the most recent copy of the Plan's Summary Plan Description, which contains important information about Plan benefits, eligibility, exclusions and limitations.

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## **XI. General Conditions**

### **Change of Status:**

The Subscriber shall notify their group of any event causing a change in the status of an Eligible Person. Events that can affect status include, but are not limited to, marriage, birth, death, divorce, etc.

### **Assignment:**

Benefits of Eligible Persons are personal and cannot be transferred.

### **Right of Recovery:**

Delta Dental will succeed to the Eligible Person's right of recovery against any third person or organization that may be liable. The Eligible Person will authorize Delta Dental to do whatever is necessary to secure such rights.

### **Doctor-Patient Relationship:**

The Eligible Person has the freedom to choose any Dentist. Dentists rendering service under the Agreement are independent contractors and will maintain the traditional doctor-patient relationship. The Dentist will be solely responsible to the patient for dental advice and treatment and any resulting liability.

### **Loss of Eligibility During Treatment:**

If an Eligible Dependent loses eligibility while receiving dental treatment, only covered services received while eligible will be considered for payment.

### **Maintaining Your Privacy:**

Northeast Delta Dental have always respected and carefully preserved the privacy and confidentiality of Subscribers and their Dependents. As part of that protection, compliance with all state and federal laws regarding privacy of personal and health information is maintained. For a copy of Northeast Delta Dental's Notice of Privacy Practices, that describes in detail our respective privacy practices, or if you have any questions about the privacy of your health information, please contact:

Privacy Officer  
Northeast Delta Dental  
One Delta Drive  
PO Box 2002  
Concord, NH 03302-2002  
(800) 537-1715

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## **XII. Questions and Answers**

1. **May I Choose Any Dentist?**

Yes. You are free to choose any Dentist.

2. **Will Delta Dental Make Payment Directly to The Dentist or Will I Receive Payment?**

If the Dentist is participating, Delta Dental will make payment directly to the Dentist. If the Dentist does not participate, then payment for services rendered will be made directly to you.

3. **What Difference Does It Make If I Go to A Participating Dentist or A Non-Participating Dentist?**

Delta Dental does not restrict you from visiting any Dentist. However, if you go to a Participating Dentist reimbursement may result in a lower Co-payment for you. Delta Dental will pay to such Participating Dentist the applicable Selected Co-payment percentage of the allowable fee (as such fees are filed with and/or accepted by Delta Dental), or the billed fee, whichever is less. Such payment, together with the Subscriber's Co-payment, shall discharge in full the claim of such a Participating Dentist for the Care provided.

If you are treated by a Non-Participating Dentist, Delta Dental will make payment directly to you on the basis of the Dentist's fee up to the maximum amount allowed Non-Participating Dentists. It will be your responsibility to make full payment to the Dentist.

4. **When Does My Dental Coverage Begin?**

Refer to Eligibility Period, in the Outline of Benefits. Only dental services received after you become eligible will be covered.

5. **How Much of The Dental Bill Do I Pay?**

You are responsible for the amount shown on your Notification of Benefits form which will include any charges for optional treatment or specific exclusions of your program. Your Dentist may request your Co-payment, Deductible, etc., at the time services are rendered.

6. **Am I Covered for All Dental Services?**

Not necessarily. Your Coverage is described in the Outline of Benefits. These covered benefits are governed by the Exclusions, Limitations, and Delta Dental's current Processing Policies.

7. **What If My Spouse or Civil Union Partner Is Covered By Another Dental Plan?**

You may be entitled to as much as (but not more than) 100% of your Dentist's charges for covered benefits. It is important that you inform your Dentist of any dual coverage so that the proper claim filing procedures may be followed.

8. **Is It Necessary for Me to Have My Dentist Get a Predetermination for My Dental Services?**

Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the Dentist.

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## Statement of ERISA Rights

The following statement is applicable to those dental plans subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA):

**Your Rights:** As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all participants shall be entitled to:

**Receive Information About Your Plan and Benefits:** Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, on written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

**COBRA and HIPAA Rights:** Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

**Prudent Actions by Plan Fiduciaries:** In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

**Enforce Your Rights:** If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

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If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim if frivolous.

**Assistance with Your Questions:** If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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## Vermont Mandatory Civil Unions Endorsement

### **Purpose:**

Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of and amends this policy, contract or certificate to comply with Vermont law.

### **Definitions, Terms, Conditions and Provisions:**

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as “marriage,” “spouse,” “husband,” “wife,” “dependent,” “next of kin,” “relative,” “beneficiary,” “survivor,” “immediate family” and any other such terms include the relationship created by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as “date of marriage,” “divorce decree,” “termination of marriage” and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as “family,” “immediate family,” “dependent,” “children,” “next of kin,” “relative,” “beneficiary,” “survivor” and any other such terms include family relationships created by a civil union established according to Vermont law.

“Dependent” means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

“Child or covered child” means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

### **Caution: Federal Law Rights May or May Not Be Available**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Retirement Income Security Act of 1974 known as “ERISA,” controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer’s enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under “COBRA” for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

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## Exceptional Service Is Our Guarantee

Northeast Delta Dental is committed to providing exceptional service to all of our customers. In fact, we have established the region's first comprehensive guarantee program called ***Guarantee Of Service Excellence***<sup>SM</sup>

As a Subscriber, you are very important to us. To emphasize our commitment, we guarantee our service in the following seven major areas.

- Smooth implementation to Northeast Delta Dental
- Exceptional customer service
- Quick processing of claims
- No inappropriate billing by Participating Dentists
- Accurate and quick turnaround of identifications cards
- Timely employee booklets
- Marketing service contacts

For example, if a Dentist charges for more than the appropriate Co-payments at the time of service, it's important that we hear from you so that we can resolve it quickly. If you call us with an inquiry, we promise to answer your question immediately or contact you to update our progress within 24 hours. Accurate ID cards and employee booklets will be mailed, generally to your employer, within 15 days of receiving a request, and we're committed to processing 90% of each group's yearly claims within 15 days.

Quality performance has always been an essential component of customer satisfaction. When an area is identified where we did not fulfill our promise, your feedback enables us to enhance our process and, therefore, serve you better. If you are not satisfied with our service, please let us know.

If you would like further information about this program, please call us at 603-223-1234.

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*Notes*





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**Customer Service**  
**603-223-1234**  
**800-832-5700**

**Northeast Delta Dental**  
**One Delta Drive**  
**PO Box 2002**  
**Concord, NH 03302-2002**  
**[www.nedelta.com](http://www.nedelta.com)**

**Corporate Office**  
**603-223-1000**  
**800-537-1715**