DELTA DENTAL®

DELTA DENTAL PREMIER®

STATE OF IOWA

BENEFITS DOCUMENT

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Effective 04/14/03
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NOTICE OF PRIVACY PRACTICES

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.

If you have any questions about this notice, please contact Delta Dental Privacy Official.

Who Will Follow This Notice

This notice describes the medical information practices of **Delta Dental of Iowa** ("Delta Dental") and that of any third party that receives medical information from or for us to assist us in providing your dental benefits.

Our Pledge Regarding Medical Information

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the dental claims submitted for payment under your dental plan. This notice applies to all of the medical records we maintain. Your personal dentist may have different policies or notices regarding the dentist's use and disclosure of your medical information created in the dentist's office.

This notice is required by regulations (the "Privacy Rule") established under federal law (the Health Insurance Portability and Accountability Act, or "HIPAA"). This notice will tell you about the ways in which we may use and disclose medical information about you. It also describes our obligations and your rights regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

We are also required to provide notice to you of a breach of your unsecured protected health information.

How We May Use and Disclose Medical Information About You

The following categories describe different ways that we use and disclose medical information, as permitted by federal and state law. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Payment (as described in applicable regulations). We may use and disclose medical information about you to determine eligibility for benefits, to facilitate payment for the treatment and services you receive from dentists, to determine coverage under your dental plan, or to coordinate coverage. For example, we may tell your dentist about treatments you have received so Delta Dental can pay you or your dentist for covered services. Delta Dental may use information about a treatment you are going to receive in order to provide prior approval or to determine whether your dental plan will cover the treatment. Likewise, we may share medical information with another entity to assist with

the adjudication or subrogation of health claims or to another health plan to coordinate benefit payments.

For Health Care Operations (as described in applicable regulations). We may use and disclose medical information about you for health care operations. These uses and disclosures are necessary to provide quality care to all subscribers and covered beneficiaries. For example, we may use medical information in connection with: conducting quality assessment and improvement activities; underwriting, premium rating, internal grievance resolution, and other activities relating to coverage; conducting or arranging for dental care review, legal services, audit services, and fraud and abuse detection programs; creating de-identified health information or limited data sets; business planning and development such as cost management; and business management and general administrative activities, such as customer service, management activities related to privacy compliance, and providing data analysis for policyholders, plan sponsors or other customers, provided that medical information identifying you will not be disclosed in or with such data analyses.

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

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose medical information about you in a proceeding regarding the licensure of a physician.

Special Situations

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- in connection with certain research activities;
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the

government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information 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 medical information 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;
- about criminal conduct on our premises; 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 medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Your Rights Regarding Medical Information About You

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Delta Dental.

To request an amendment, your request must be made in writing and submitted to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for Delta Dental;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information which you would be permitted to inspect and copy; or
- is accurate and complete.

Right to an Accounting of Disclosures. You have the right to request an "accounting of disclosures" where such disclosure was made for any purpose other than treatment, payment, or health care operations.

To request this list or accounting of disclosures, you must submit your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information we use or disclose about you for payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your case, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request.

To request restrictions, you must make your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

You may obtain a copy of this notice at our website, www.deltadentalia.com.

To obtain a paper copy of this notice, contact Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010.

Changes to This Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice on our website. The notice will contain on the first page, in the top right-hand corner, the effective date.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with Delta Dental or with the Secretary of the Department of Health and Human Services. To file a complaint with Delta Dental, contact Delta Dental Privacy Official, P O Box 9010, Johnston, IA 50131-9010. All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

Use of Protected Health Information for Marketing Purposes; Sale of Protected Health Information

Uses and disclosure of protected health information for marketing purposes and disclosures that constitute sale of protected health information require your written permission.

Disclosures You Authorize

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us authorization to use or disclose medical information about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. However, we are unable to take back any disclosures we have already made with your permission, and we are required to retain our records of the care that we provided to you.

Disclosures to Your Family and Friends

We may disclose your medical information to a family member, friend or other person to help with your medical care or with payment for your medical care. We may use or disclose your name, location, and general condition, or assist in the identification, location and notification of a person involved in your care.

Disclosures to Your Employer or Group Health Plan Sponsor

We will not disclose your personal medical information to your employer or group health plan sponsor unless they have elected to sign a confidentiality agreement. We may disclose summary health information about members in your group health plan to the plan sponsor to use to obtain premium bids for the dental insurance coverage offered

through your group health plan, or to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses, or types of claims experience by the members in your group health plan.

Use or Disclosure of Genetic Information

We are prohibited from using or disclosing genetic information for underwriting purposes.

BENEFITS CERTIFICATE
DELTA DENTAL OF IOWA

DELTA DENTAL PREMIER®

STATE OF IOWA

Effective Date: 01/01/2011
Print Date: 03/06/2015
Electronic Date: 02/20/2015
Form Number: DDCERT1012

INTERPRETING THIS BENEFITS CERTIFICATE

It is important that you understand all parts of this Benefits Certificate (Certificate) to get the most out of your coverage. To help make the information easier to understand, we use the words *you* and *your* to refer to you and your other eligible Covered Persons who qualify for coverage under this Certificate. *We*, *us*, and *our* refer to Delta Dental of Iowa.

We will interpret the provisions of this Certificate and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this Certificate. If any benefit in this Certificate is subject to a determination of dental necessity and dental appropriateness, we will make that factual determination. Our interpretations and determinations are final and conclusive.

In this Certificate we sometimes refer to certain laws and regulations. Laws and regulations can and do change from time to time. If you have a question as to how laws and regulations may apply to your coverage please contact your employer or group sponsor.

To administer your benefits properly, there are certain rules you must follow. Different rules appear in different sections of your Certificate. We urge you to become familiar with the entire Certificate.

TABLE OF CONTENTS

SUMMARY OF BENEFITS AND PAYMENT

The information on this page summarizes your benefits and payment obligations. For a detailed description of specific benefits and benefit limitations, see the IMPORTANT INFORMATION and BENEFITS sections of this Certificate.

If a dollar amount for a deductible, benefit period maximum or lifetime maximum is shown at the top of the chart and applies to a benefit category, "Yes" will be indicated across from that category. If the information does not apply it will indicate "Waived" or be left blank. If there is unique information for a specific benefit it will appear across from that benefit.

Delta Dental Premier®	**COINSURANCE**	**BENEFIT PERIOD MAX**	**LIFETIME MAX**
Benefit Categories		$1,500	
Check-Ups and Teeth Cleaning (Diagnostic and Preventive Services) 1. Dental Cleaning 2. Oral Evaluation 3. Fluoride Applications 4. X-rays	00%	Yes	
Cavity Repair and Tooth Extractions (Routine and Restorative Services) 1. Emergency Treatment 2. General Anesthesia/Sedation 3. Restoration of Decayed or Fractured Teeth 4. Limited Occlusal Adjustment 5. Routine Oral Surgery 6. Sealant Applications 7. Space Maintainers	20%	Yes	$120

	COINSURANCE	BENEFIT PERIOD MAX	LIFETIME MAX
Root Canals (Endodontic Services) 1. Apicoectomy 2. Direct Pulp Cap 3. Pulpotomy 4. Retrograde Fillings 5. Root Canal Therapy	50%	Yes	
Gum and Bone Diseases (Periodontal Services) 1. Conservative Procedures 2. Complex Procedures 3. Maintenance Therapy	50%	Yes	
High Cost Restorations (Cast Restorations) 1. Cast Restorations a. Crowns b. Inlays **(See Benefits for limitations)** c. Onlays d. Posts and Cores	50%	Yes	
Dentures and Bridges (Prosthetics) 1. Bridges 2. Dentures 3. Repairs and Adjustments	50%	Yes	
Straighter Teeth (Orthodontics)	50%		$1,500

IMPORTANT INFORMATION

Your Delta Dental Premier coverage is administered by Delta Dental of Iowa. By encouraging preventive care, this dental program is designed to help contain dental costs. The key component of the Delta Dental Premier Program is our panel of *Participating Dentists,* hereafter referred to as Delta Dental Dentists. You may seek care from almost any dentist you wish. However, there are usually advantages when you receive services from Delta Dental Dentists.

Your payment responsibilities are also outlined in this section of your Certificate. How much you pay for Covered Services depends on the benefit category of the service you receive and the dentist you receive services from. It is most often to your financial advantage to receive services from a Delta Dental Dentist.

WHAT YOU SHOULD KNOW ABOUT DELTA DENTAL DENTISTS

We have contracting relationships with Delta Dental Dentists throughout the state. Our contracts with Delta Dental Dentists include payment arrangements that are made possible by our broad base of customers. We use different methods to determine payment arrangements. These payment arrangements usually result in savings to you. When you receive services from Delta Dental Dentists who participate with Delta Dental of Iowa or any other Delta Dental Member Company, all of the following statements are true:

- Delta Dental Dentists agree to accept their local Delta Dental Member Company's payment arrangements, which may result in savings.
- Delta Dental Dentists agree to file claims for you.
- We settle claims directly with Delta Dental Dentists. You are responsible for any deductible and coinsurance amounts you may owe. See UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS later in this section.
- Delta Dental Dentists agree to handle the notification program for you. See THE NOTIFICATION PROGRAM section.
- Delta Dental Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's Maximum Plan Allowance for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

WHAT YOU SHOULD KNOW ABOUT DENTISTS WHO DO NOT PARTICIPATE WITH DELTA DENTAL

When you receive services from nonparticipating (non-par) dentists, you will not receive any of the advantages that our contracts with Delta Dental Dentists offer. As a result, when you receive services from nonparticipating dentists, all of the following statements are true:

- We do not have contracting relationships with nonparticipating dentists and they do not agree to accept their local Delta Dental Member Company's payment arrangements. This means you are responsible for any difference between your nonparticipating dentist's billed charge and the Maximum Plan Allowance. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists are not responsible for filing your claims.
- We settle claims with you, not nonparticipating dentists. You are responsible for paying your dentist in full, including any deductible, coinsurance and non-approved charges you may owe. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists do not agree to handle the notification program for you. See THE NOTIFICATION PROGRAM section.
- Nonparticipating dentists may charge for "infection control," which includes the costs for services and supplies associated with sterilization procedures. You are responsible for any extra charges billed by a nonparticipating dentist for "infection control." (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, Delta Dental Dentists incorporate these costs into their normal fees and do not charge an additional fee for "infection control.")
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's Maximum Plan Allowance for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

QUESTIONS WE ASK WHEN YOU RECEIVE DENTAL CARE

Even though a procedure may appear in a given section such as BENEFITS, you should note that before you are eligible to receive benefits, we first answer all of the following questions:

Is the Procedure Dentally Necessary?

All of the following must be true for a procedure to be considered dentally necessary:

- The diagnosis is proper; and

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

Is the Procedure Dentally Appropriate?

All of the following must be true for a procedure to be considered dentally appropriate:

- The treatment is the most appropriate procedure for your individual circumstances; and
- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by us; and
- The treatment is not more costly than alternative procedures that would be equally effective for the treatment or maintenance of your teeth and their supporting structures. **If you receive services which are more costly than those equally effective for the treatment or maintenance of your teeth and supporting structures, you are responsible for paying the difference.**

Is the Procedure Subject to Contract Limitations?

Contract limitations refer to amounts that are your responsibility based on your contractual obligations with us. Examples of contract limitations include all of the following:

- Amounts for procedures that are not dentally necessary or dentally appropriate.
- Amounts for procedures that are not covered by this Certificate. See SERVICES NOT COVERED section.
- Amounts for procedures that have limitations associated with them. For example, teeth cleaning is covered twice per benefit period. More frequent teeth cleaning is not a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See BENEFITS for a description of covered procedures and limitations associated with certain procedures.
- Amounts for procedures that have reached contract maximums. See the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.
- Any difference between the dentists billed charge and the Maximum Plan Allowance. ***Please note:*** This only applies if you receive services from a nonparticipating dentist.
- Coinsurance.

OUR PAYMENT POLICY

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

- a crown when it is seated.
- a fixed or removable prosthesis when it is inserted.
- a root canal when it is filled.

UNDERSTANDING PAYMENT VOCABULARY

Benefit Period

A benefit period is the same as a calendar year. It begins on the day your coverage goes into effect and starts over each January 1. This is true for as long as you have coverage.

The benefit period is important for calculating your deductible and benefit period maximum, if applicable.

Billed Charge

The billed charge is the amount a dentist bills for a specific dental procedure.

Covered Charge

The covered charge is the amount a dentist bills for a dental procedure *that is a covered benefit under your Certificate.*

Covered Person

Covered Person means any individual eligible for dental benefits under a dental program that is insured or administered by Delta Dental (or by a Delta Dental Member Company).

Covered Services

Covered Services means dental services allowed as a result of being insured by, or included under a dental plan administered by, Delta Dental (or by a Delta Dental Member Company).

Delta Dental Member Company

Delta Dental Member Company means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Associations Bylaws.

Maximum Plan Allowance

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for the dental services under the Delta Dental Premier Program. For services billed by dentists outside of Iowa, the Maximum Plan Allowance is based on information from that state's Delta Dental Member Company.

The Maximum Plan Allowance is established by Delta Dental for dental services contained in the "Current Dental Terminology" published by the American Dental Association from time to time. It is developed from various sources that may include, but are not limited to, contracts with dentists, the simplicity or complexity of the procedure, the billed charge for the same procedure by dentists in the same geographic area and with similar training and skills, and a leading economic indicator, such as the Consumer Price Index.

UNDERSTANDING AMOUNTS *YOU PAY* TO SHARE COSTS

Coinsurance

Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive certain Covered Services. These amounts are shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

Coinsurance payments begin once you meet any applicable deductible amounts. Coinsurance is calculated off the Maximum Plan Allowance. In general, the percentage of coinsurance you pay depends on the benefit category of the service you receive.

Benefit Period Maximum

The benefit period maximum is the maximum benefit each Covered Person is eligible to receive for certain Covered Services in a Benefit Period. The Benefit Period Maximum is reached from claims settled under this Certificate in a Benefit Period. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

Services received from BENEFIT CATEGORY: STRAIGHTER TEETH are excluded from your Benefit Period Maximum.

Lifetime Maximum

In a Covered Person's lifetime, total benefits are limited by dollar amount for Sealant/Preventive Resin Applications in BENEFIT CATEGORY: CAVITY REPAIR AND TOOTH EXTRACTIONS and BENEFIT CATEGORY: STRAIGHTER TEETH. These amounts are shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

HELPING WHEN YOU HAVE QUESTIONS

If you have any questions after reading this Certificate, please call us. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

BENEFITS

CHECK-UPS AND TEETH CLEANING
DIAGNOSTIC AND PREVENTIVE SERVICES

Dental Cleaning (Prophylaxis)

Removing plaque, tartar (calculus), and stain from teeth.
Limitation: Dental cleaning is a benefit only twice per benefit period.

Oral Evaluations

Limitation: These evaluations (which includes consultations and problem focused exams) are a benefit only twice per benefit period.

Topical Fluoride Applications

Limitation: Topical fluoride is a benefit only for children under age 19 once every 12 consecutive months.

X-Rays:
Bitewing X-Rays

Limitation: These x-rays are a benefit only once every 12 consecutive months.

Full-Mouth X-Rays

Full-mouth x-rays include a combination of individual x-rays such as periapical, bitewing or occlusal taken by a dentist on the same service date.
A panoramic x-ray is a benefit if full-mouth x-rays have not been performed within 3 consecutive years of the panoramic x-ray.
Limitation: Full-mouth x-rays are a benefit only once every 3 consecutive years.

Occlusal and Extraoral X-Rays

Limitation: These x-rays are a benefit only once every 12 consecutive months.

Periapical X-Rays

A radiographic image of a tooth, or limited number of teeth that includes the crown and root portions.

CAVITY REPAIR AND TOOTH EXTRACTIONS
ROUTINE AND RESTORATIVE SERVICES

Emergency Treatment (Palliative Treatment)
Treatment to relieve pain or infection of dental origin.

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

Restoration of Decayed or Fractured Teeth
Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings.
Limitation: **If you choose a tooth-colored filling to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference.**

Limited Occlusal Adjustment
Reshaping the biting surfaces of one or more teeth.
Limitation: Limited Occlusal Adjustment is a benefit only twice every 12 consecutive months.

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

Sealant/Preventive Resin Applications
Filling decay-prone areas of the chewing surface of molars.
Limitation: Sealant/Preventive Resin applications are a benefit once per permanent first and second molars up to $120 in a lifetime for eligible children under age 15.

Sealants and Preventive Resins for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration are not a benefit.

Space Maintainers for Missing Back Teeth
Limitation: Space maintainers are a benefit only for eligible children under age 14.

ROOT CANALS
ENDODONTIC SERVICES

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

Direct Pulp Cap
Covering exposed pulp with a dressing or cement to protect it and promote healing and repair.

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

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

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

GUM AND BONE DISEASES
PERIODONTAL SERVICES

Please note: Procedures in this category should receive our review *before* they are performed. See THE NOTIFICATION PROGRAM section.

Full Mouth Debridement
Limitation: Full mouth debridement is a benefit once in a lifetime after 36 months have elapsed since last dental cleaning (prophylaxis).

Conservative Periodontal Procedures (Root Planing and Scaling)
Removing contaminants such as bacterial plaque and tartar (calculus) from a tooth root to prevent or treat disease of the gum tissues and bone which support it.
Limitation: Conservative periodontal procedures are a benefit only once every 24 consecutive months for each quadrant of the mouth.

Complex Periodontal Procedures

Various surgical interventions designed to repair and regenerate gum and bone tissues that support the teeth.
Limitation: Complex periodontal procedures are a benefit only once per benefit period for each quadrant of the mouth for natural teeth only.

Note: A quadrant is one of the four equal sections of the mouth into which the jaws can be divided and represents four or more contiguous teeth or bounded teeth spaces.

Periodontal Maintenance Therapy

Includes various maintenance services such as pocket depth measurements, dental cleaning (oral prophylaxis), removal of stain, and root planing and scaling.
Limitation: This procedure may follow conservative or complex periodontal therapy. When this procedure immediately follows complex or conservative periodontal therapy, benefits are available up to four times in the first benefit period and twice per benefit period thereafter. *This procedure replaces the dental cleaning benefit (prophylaxis) described under* Check-Ups and Teeth Cleaning *earlier in this section.*

HIGH COST RESTORATIONS
CAST RESTORATIONS

Procedures in this category are available once every 5 consecutive years beginning from the date the cast restoration is cemented in place.

Cast Restorations for Complicated Tooth Decay or Fracture

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

Crowns

Restoring form and function by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown. *Crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to attrition, abrasion, erosion, and abfraction are not a benefit. Limitation:* Crowns are a benefit only if the tooth cannot be restored with a routine filling. Crowns which are supported by surgically placed dental implants will be limited to the amount paid for a conventional, natural tooth supported crown. **Dental implants are not a covered benefit.**

Inlays

Restoring a tooth with a cast metallic or porcelain filling.
Limitation: **Inlay benefits are limited to the amount paid for a silver (amalgam) filling.** See *Restoration of Decayed or Fractured Teeth*, described under Cavity Repair and Tooth Extractions earlier in this section.

Onlays

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration.

Posts and Cores

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

Re-cementation of Cast Restorations

Limitation: Benefits are limited to once every 12 consecutive months after 6 months have elapsed since initial placement.

DENTURES AND BRIDGES
PROSTHETICS

Please note: Dentures and bridges (prosthetics) are a benefit once every 5 consecutive years.

Bridges

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Also covered are bridge repairs.
Limitation: Bridges which are supported by dental implants will be limited to the amount paid for a bridge supported by natural teeth. **Dental implants are not a benefit.**

Dentures (Complete and Partial)

Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also covered.
Limitation: Dentures which are supported by surgically placed dental implants will be limited to the amount paid for a conventional, natural-teeth-supported prosthesis. **Dental implants are not a benefit.**

Denture Adjustments

Limitation: Denture Adjustments will be limited to two per denture per benefit period after 6 months have elapsed since initial placement.

Tissue Conditioning

Limitation: Tissue conditioning will be limited to two per denture every 36 consecutive months.

STRAIGHTER TEETH
ORTHODONTICS

Services for proper alignment of teeth.
Limitation: Orthodontic services for proper alignment of teeth are a benefit only for eligible children under age 19.

When an orthodontic treatment plan is established, Delta Dental of Iowa will calculate an initial payment at the time the banding takes place. The balance of the allowed fee will then be divided into monthly payments over the course of treatment, providing coverage still exists.

If orthodontic treatment is stopped for any reason before it is completed, Delta Dental of Iowa will pay only for Covered Services and supplies actually received.

No benefits are available for charges made after treatment stops or after the termination of coverage.

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

Diagnostic Cast

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

SERVICES NOT COVERED

This Delta Dental Certificate *does not* provide benefits for dental treatment listed in this section. ***Please note:*** Even if the treatment is not specifically listed as an exclusion, it may not be covered under this Certificate. Call us if you are unsure if a certain service is covered. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

CERTIFICATE EXCLUSIONS

Anesthesia or Analgesia

You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure.

Broken Appointments

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

Certificate Termination

Whether or not we have approved a treatment plan, you are not covered for treatment received after the coverage termination date of this Certificate.

Complete Occlusal Adjustment

You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth.

Complications of a Non-Covered Procedure

You are not covered for complications of a non-covered procedure.

Congenital Deformities

You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.

Controlled Release Device

You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.

Cosmetic in Nature

You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

Desensitization Medicament or Resin

You are not covered for the application of desensitizing medicament or resin for cervical and/or root surface sensitivity, either on a per tooth or per visit basis.

Drugs

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

Effective Date

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

Experimental or Investigative

You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trials, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

Government Programs

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

Guided Tissue Regeneration

You are not covered for services or supplies to encourage regeneration of lost periodontal structures.

Incomplete Services

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

Indirect Pulp Caps

You are not covered for indirect pulp caps.

Infection Control

You are not covered for *separate* charges for *"infection control,"* which includes the costs for services and supplies associated with sterilization procedures. Delta

Dental Dentists incorporate these costs into their normal fees and will not charge an additional fee for *"infection control."*

Lost or Stolen Appliances
You are not covered for services or supplies required to replace lost or stolen dental appliances.

Medical Services or Supplies
You are not covered for services or supplies which are medical in nature, including dental services performed in a hospital, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries.

Military Service
You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.

Orthodontics for Adults
You are not covered for adult orthodontics.

Payment Responsibility
You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this Certificate, you would not be charged.

Periodontal Appliances
You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

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

Provisional Crowns, Bridges or Dentures
You are not covered for services or supplies for provisional crowns, bridges or dentures.

Repair, Replacement or Duplication of Orthodontic Appliances
You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.

Services Provided in Other Than Office Setting

You are not covered for services provided in other than a dental office setting.

Specialized Services

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

Temporary or Interim Procedures

You are not covered for temporary or interim procedures.

Temporomandibular Joint Dysfunction (TMD)

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with Temporomandibular Joint Dysfunction (TMD) or myofunctional therapy.

Treatment By Other Than A Licensed Dentist

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

Unerupted Teeth

You are not covered for the prophylactic removal of unerupted teeth (asymptomatic and nonpathological). This means we will not pay for the removal of any tooth that is not visible and not causing harm.

Workers' Compensation

You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

THE NOTIFICATION PROGRAM

This section explains the notification program you or your dentist should follow before you receive certain benefits available under this Certificate.
This program is the checks and balances of your dental coverage. It helps:

- determine that services are dentally necessary and dentally appropriate;
- confirm the benefits of your Certificate.

THE APPROVAL

The purpose of the notification program is to help control the cost of your benefits — not to keep you from receiving dentally necessary and dentally appropriate treatment.

You should notify us before you receive the following benefits:
Gum and Bone Diseases

You should also notify us before you receive treatment from any benefit category that will exceed $200.

Our review is based on the treatment plan submitted by your dentist.

THE TREATMENT PLAN

A treatment plan describes the treatment your dentist has recommended for you and helps us determine if the procedure is a benefit of your Certificate as well as dentally necessary and dentally appropriate.

When to Submit a Treatment Plan

You will need to file a treatment plan only if your dentist is nonparticipating — Delta Dental Dentists agree to file for you.

A complete treatment plan includes the plan of treatment and x-rays. Please send the x-rays within 15 working days of receipt of the proposed treatment plan.

Where to Send a Treatment Plan

Submit the proposed treatment plan, along with x-rays and supporting information to:

Delta Dental of Iowa
P.O. Box 9000
Johnston, IA 50131-9000

THE TREATMENT PLAN REVIEW

Once we receive the treatment plan and proper documentation, we will let you and your dentist know if the treatment plan is approved within 15 working days. We will take one of the following three actions when we receive your treatment plan:

- *accept* it as submitted.
- *recommend an alternative benefit*. If we ask you to receive an independent diagnosis from a dentist of our choice, we will pay for the exam.
- *deny the treatment plan* because:
  — the procedure is not a benefit of your Certificate;
  — you did not receive an independent exam after we asked you to; or
  — the procedure is not dentally necessary and dentally appropriate.

Appeal

If we deny a treatment plan, you can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to receive an independent diagnosis from an independent dentist of our choice—we will pay for the exam.

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

FILING CLAIMS

Once you receive dental services, we need to receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which dentist. You will need to file a claim only when you use a nonparticipating dentist who does not agree to file a claim for you —Delta Dental Dentists file for you.

WHEN TO FILE YOUR CLAIM

After you receive services, you should file a claim only if your dentist has not filed one for you. Delta Dental may disallow payment of a claim submitted more than 365 days after the date services were rendered.

You should file a claim only *after* the procedure is completely finished. Do not file for payment before a procedure is completed.

If you need a claim form or have any questions after reading this section, please call us or visit our website www.deltadentalia.com. For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you must file your own claim, send it to the following address:

Delta Dental of Iowa
P.O. Box 9000
Johnston, IA 50131-9000

FILING WHEN YOU HAVE OTHER COVERAGE
COORDINATION OF BENEFITS

You may have other insurance or coverage that provides the same or similar benefit(s) as this Certificate. If so, we will work with your other insurance company or carrier. The benefits payable under this Certificate when combined with the benefits paid under your other coverage will not be more than 100 percent of either our payment arrangement amount or the other carrier's payment arrangement amount.

What You Should Do

When you receive services, you need to let us know that you have other coverage. Other coverage includes: group insurance, other group benefit plans (such as HMOs, PPOs, and self-insured programs); Medicare or other governmental benefits; and the medical benefits coverage in your automobile insurance (whether issued on a fault or no-fault basis). To help us coordinate your benefits, you should:

- inform your dentist by giving him or her information about your other coverage at the time you receive services. Your dentist will pass the information on to us when the claim is filed.
- indicate that you have other coverage when you fill out a claim form by completing the appropriate boxes on the form. We will contact you if we need any additional information.

You must cooperate with us and provide requested information about your other coverage. If you do not give us necessary information, your claims will be denied.

What We Will Do

There are certain rules we follow to help us determine which Certificate pays first when you have other insurance or coverage that provides the same or similar benefits as this Certificate. Here are some of the rules:

- The coverage *without coordination of benefits* pays first when both coverages are through a group sponsor such as an employer, but one coverage has coordination of benefits and one does not.
- The dental benefits of your *auto coverage* will pay before this coverage if the auto coverage does not have a coordination of benefits provision.
- The coverage which you have as *an employee or contract holder* pays before the coverage which you have as a spouse or child.
- The coverage you have as *the result of your active employment* pays before coverage you hold as a retiree or under which you are not actively employed.
- The coverage with the *earliest continuous effective date* pays first when none of the above rules apply.

If none of the guidelines just mentioned apply to your situation, we will use the Coordination of Benefits (COB) guidelines adopted by the Iowa Insurance Division to determine our payment to you or to your Delta Dental Dentist.

What You Should Know About Children

To coordinate benefits for a child the following rules apply. For a child who is:

- *covered by both parents* who are not separated or divorced or if they are, neither parent has primary physical custody, the coverage of the parent whose birthday occurs first in a calendar year pays first. If another carrier does not use this rule, then the other plan will determine which coverage pays first.
- *covered by separated or divorced parents* and a court decree says which parent has financial or dental insurance responsibility, that parent's coverage pays first.
- *covered by separated or divorced parents* and a court decree does not stipulate which parent has financial or dental insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this child is as follows: custodial parent, spouse of custodial parent, other parent, and spouse of other parent.

If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

APPEALING A DENIED CLAIM

YOUR INITIAL REQUEST FOR A REVIEW

If Delta Dental of Iowa does not pay all or part of your claim and you think the service should be covered, you or your representative can ask for a full and fair review of that claim. To file for a review, submit a request within 180 days of receiving the notice from Delta Dental of Iowa, including the reason why you disagree with our claim decision, documents, records and any other information related to the claim. Include the your name, patient's name and your identification number on all documents.

ADDITIONAL INFORMATION

You may send us additional information in writing up to 31 days after you have sent in the original request. After that time, we will make the final decision on the claim based on the information we have in your file.

DELTA DENTAL'S REPLY

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

REVIEWING RECORDS

Upon your request, Delta Dental of Iowa will provide you free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. You can review records that deal with your request from 8 a.m. to 4:30 p.m., Central Standard Time, Monday through Friday, at Delta Dental of Iowa's Johnston, Iowa location. Since so many records are electronically filed, please call Delta Dental of Iowa in advance so we can have copies ready for you.

Send your request to:

Delta Dental of Iowa
P.O. Box 9010
Johnston, Iowa 50131-9010
or call 1-800-544-0718

YOUR CERTIFICATE

Our responsibilities to you, as well as the conditions of your coverage with us, are defined in the documents that make up your contract. Your contract includes any application you submitted to us or to your employer or group sponsor, any agreement or group policy we have with your employer or group sponsor, any application completed by your employer or group sponsor, this Certificate, and any riders or amendments. All of the statements made by your employer or group sponsor or you in any of these materials will be treated by us as representations to us, upon which we may rely. We will not use the statements to deny any claim unless we've furnished you with a copy of the statement.

COVERAGE ELIGIBILITY

ELIGIBLE COVERED PERSONS

An eligible Covered Person is an employee who has met the employer's eligibility requirements and the employee's eligible spouse and/or eligible child(ren).

Spouse means your husband or wife as the result of a marriage that is legally recognized in Iowa, your common law partner, same or opposite sex domestic partner. An eligible child can be your natural child, a child placed with you for adoption or a legally adopted child, a child for whom you have legal guardianship, a stepchild, or a foster child. Children must meet one of the following standard requirements to be an eligible child:

- The child is age 26 or younger.
- The child is over age 26, not married, and a full-time student. For an eligible child to be considered a full-time student they must be enrolled in an accredited institution of higher learning, such as a college, university, nursing or trade school, and carry enough hours to be classified by the institution as full-time. Full-time student status continues during regularly scheduled school vacation periods, and during absence from class in which enrolled for up to four months due to a physical or mental disability. The disability must be substantiated by a written statement from a physician.
- The child is a dependent of the child's parent and is totally or permanently disabled, either physically or mentally. If the child is permanently disabled, the disability must have existed before the child was age19 or while the child was a full-time student under 26 years of age, and the child must have had

continuous qualifying dental coverage without a break of 63 days or more since the child turned age 19 or while the child was a full-time student under age 26.

Legal documentation must accompany the application to add the new child indicating:

- Employee's name and social security number,
- Date of birth of the child being added, and
- Date awarded physical custody (if custody is lost, it is the employee's responsibility to immediately notify their Personnel Assistant of the event).

ELIGIBILITY REQUIREMENTS

Employees who are permanent or probationary and who work 20 or more hours per week are eligible to apply within 30 calendar days of the date of hire. **Please Note:** This may be the only time you can enroll for coverage.

ELIGIBLE CHILD(REN) COVERAGE TERMINATES

Coverage for eligible children turning age 26 will terminate at the end of the calendar year in which they turn age 26. If the eligible child is a full-time student who is unmarried and over age 26, coverage will terminate at the end of the month in which they cease to be a full-time student.

PROMISE PROGRAM

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within thirty (30) calendar days of expiration of their Medicaid benefits.

TYPES OF COVERAGE

There are different categories of coverage you may hold under this Certificate:

- With *single coverage*, you are the only one covered.
- With *family coverage*, you, your eligible spouse, your common law partner, eligible same or opposite sex domestic partner, and each of your eligible children are covered. Each eligible Covered Person must be listed on your dental application for coverage or added later as a new Covered Person.

You may change from family to single coverage at any time during the year. The effective date will be the first of the month following your signature on an application. However, you will only be able to switch back to family coverage at the time of a life event as described later in this section under ***Coverage Changes***.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

If you have a child and your employer receives a Medical Child Support Order recognizing the child's right to enroll in this benefit plan, your employer will promptly notify both you and the child that the order has been received. Your employer also will inform you and the child of the employer's procedures for determining whether the order is a Qualified Medical Child Support Order. You may obtain, without charge, a copy of QMCSO procedures from your employer or group sponsor.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

This Act requires a public employer to allow an Employee with 12 months or more of service and who has worked for 1250 hours over the previous 12 months a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the Employee for adoption or foster care, care for the spouse, child or parent of the Employee if the individual has a serious health condition or because of a serious health condition, the Employee is unable to perform any one of the essential functions of the Employee's regular position.

Any Employee taking a leave under the act shall be entitled to continue the Employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the Employee had remained employed.

Please Note: The Employee is still responsible for paying their share of the premium, if applicable. If the Employee for any reason fails to return from the leave, the employer may recover from the Employee that premium or portion of the premium that the employer paid, provided the Employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstance beyond the control of the Employee.

Leave taken under the Act does not constitute a "qualifying event" so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the Employee is not returning to work. Therefore, if an Employee does not return at the end of 12 weeks Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the Family Medical Leave Act, contact your Personnel Assistant.

WHEN COVERAGE BEGINS

If you are a newly hired Employee, your coverage is effective the first of the month following 30 days of active employment. ***Please Note:*** The month of February is considered a 30-day period.

Please note: Before you receive benefits under this Certificate, you have agreed in your application for coverage (or in documents kept by us or your employer or group sponsor) to release any necessary information requested about you so we can process claims for benefits. You must allow any healthcare provider or his or her employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information in your application, your benefits may be denied.

If you fraudulently use your identification card or misrepresent or conceal material facts in your application, then we may terminate your benefits.

WHEN COVERAGE ENDS

Your eligibility for coverage will terminate at the end of the month for any of these reasons:

- You become ineligible for coverage under this Certificate. See *Eligible Covered Persons* earlier in this section.
- You become unemployed. Termination of your Certificate for this reason applies only if you receive your coverage through your employer.
- Your employer or group sponsor decides to discontinue or replace this coverage.
- We decide to terminate coverage of all similar Certificates by giving written notice to your employer or group sponsor 90 days prior to termination.

Your coverage will end if any of the following occurs:

- You use this Certificate fraudulently or you fraudulently misrepresent or conceal material facts in your application. If this happens, we will recover any claim payments we made, minus any premiums paid.
- You or your employer or group sponsor fail to make payments to us when due.

Authority to Terminate, Amend, or Modify

Your employer or group sponsor has the authority to *terminate, amend or modify the coverage described in this Certificate at any time.* Any amendment or modifi-

cation will be in writing and will be as binding as this Certificate. *If your contract is terminated, you may not receive benefits.*

CONTINUED COVERAGE (COBRA)

There are some federal and state laws that may affect your coverage with us. These laws apply to continuing your coverage when you are no longer eligible for group coverage.

Coverage Continuation Under Federal Law — COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to employers with 20 or more employees. COBRA entitles you, your eligible spouse, and your eligible children to a continuation of coverage under this Certificate if coverage is lost due to any of the following qualifying events:

- Death of the employee covered under this Certificate.
- Termination of employment for reasons other than gross misconduct.
- A reduction in hours causing loss of coverage.
- Divorce or legal separation.
- The employee covered under this Certificate becomes entitled to Medicare.
- Child/Children are no longer considered eligible by our eligibility rules.
- The employer from whom the covered employee retired files bankruptcy under federal law (in certain cases).

Please note: You, your eligible spouse, or your eligible children are responsible for notifying your employer or group sponsor of a dissolution of marriage, legal separation or a child losing eligibility status.

If you wish to continue your coverage, you must complete an election form and submit it to your employer within 60 days of the later of the date:

- you are no longer covered; or
- you are notified of the right to elect COBRA continuation coverage.

You will be responsible for paying any premiums to your employer for the continuation of this Certificate. Depending on how you qualify, you may continue your coverage for up to 18 or 36 months.

If during the period of COBRA coverage, a child is born to you or placed with you for adoption, the child can be covered under COBRA coverage and can have election rights of his or her own.

If you or any other eligible Covered Person(s) who have elected COBRA coverage is determined to be disabled under the Social Security Act during the first 60 days of continuation coverage, your COBRA coverage may continue for up to 29 months. The 29-month period will apply to you, your eligible spouse, and/or eligible child(ren) who elected COBRA coverage. You must provide notice of the disability determination to your employer within 60 days after the determination.

If you lose your coverage, contact your employer or group sponsor. They should help you with any necessary paperwork and let you know the cost of continuing your coverage.

Length of Coverage under COBRA

Continuation coverage ends at the earliest of one of these events:

- The last day of the 18-, 29-, or 36-month maximum coverage period, whichever is applicable.
- The first day (including grace periods, if applicable) on which timely payment is not made.
- The date on which the employer ceases to maintain any group plan (including successor plans).
- The first day on which a beneficiary is actually covered by any other group plan. However, if the new group plan contains an exclusion or limitation relating to any preexisting condition of the beneficiary, then coverage will end on the earlier of the satisfaction of the waiting period for preexisting conditions contained in the new group plan or upon the occurrence of any one of the other events stated in this section. If the new group plan contains a preexisting waiting period exclusion, the preexisting condition waiting period will be reduced by the qualified beneficiary's period of "prior creditable coverage" as of the enrollment date in the new group health plan.
- The date the qualified beneficiary is entitled to Medicare benefits.

Continuation of Group Coverage

Iowa Code Sections 509A.7 and 509A.13 may apply to you if you are an employee of the State of Iowa, a School district in Iowa, or any other entity supported by public funds. This law entitles you to continue participation in this plan when you retire. You are responsible for paying any premiums.

PREMIUMS

You or your employer or group sponsor must pay us in advance of the due date assigned for your Certificate. For example, payment must be made prior to the

beginning of each calendar month, each quarter, or each year, depending on your specific due date.

COVERAGE CHANGES
EVENTS CHANGING COVERAGE

Certain events may require you to change who is covered by this Dental Plan. A change may occur if an application is made within thirty (30) calendar days for any of the following events. Only children or your spouse/partner directly affected by the event may be added to your coverage.

If you do not make the changes timely, you will not be able to change your dental benefits until the next designated open dental enrollment opportunity.

LIFE EVENTS ALLOWING YOU TO CHANGE WHO IS COVERED:

Depending upon the life event, you may be require to submit documentation of the event. These events may include:

Active Duty in the Military

Adoption or Placement for Adoption

Addition of a Stepchild

Appointment as a Legal Guardian of a child

Birth of a biological child. A dental enrollment form is always required when adding a newborn. If moving from single to family, the effective date of the family contract will be the first day of the month in which the child is born. Family premiums will begin with this effective date. If a contract holder does not submit the application within 30 day of the birth, there is no further opportunity to add the newborn.

Care of a Foster Child (when placed in your home by an approved agency)

Child no longer eligible (who is *not* a full-time student or permanently disabled) reaches age 26 (coverage will terminate at the end of the calendar year)

Child resumes full-time student status of a child over age 26

Completion of Full-time Schooling of a child over age 26

Death of a spouse or eligible child

Divorce, Annulment, Legal Separation, or Dissolution of Marriage

Marriage

Spouse loses/obtains coverage

Spouse's Medicaid, or Child's Medicaid or Children's Health Insurance Program (CHIP) or Healthy And Well Kids in Iowa (hawk-i) coverage is terminated as a result of losing eligibility or the Eligible Covered Person becomes eligible for a premium assistance subsidy under Medicaid or CHIP. This special enrollment

opportunity is provided by the Children's Health Insurance Program Reauthorization Act (CHIPRA). You must request this special enrollment opportunity within 60 days of losing Medicaid, CHIP, or hawk-i coverage or within 60 days of when eligibility for the premium assistance is determined.

NOTIFICATION OF CHANGE

You must notify us within 30 days of the date of the event that changes the status of your eligibility. You can ask your employer or group sponsor to help you make this request. If a change to your eligibility is not made within 30 days of an event, the person(s) affected may lose important coverage.

AUTHORIZED CERTIFICATE CHANGES

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions of this Certificate. This Certificate cannot be changed except by:

- *Written amendment* signed by an authorized officer and accepted by you or your employer or group sponsor as shown by payment of the monthly premium.
- *Our receipt of proper notification* that your marital or eligibility status has changed and we receive an appropriate monthly premium in advance, then we will change your coverage to the correct coverage type. See *Types of Coverage* explained earlier in this section.

COVERAGE TERMINATION

EFFECTS OF TERMINATION

If your coverage is terminated for fraud, misrepresentation, or the concealment of material facts:

- *We will not pay* for any services or supplies provided after the date the coverage is terminated.
- We *will retain legal rights*. This includes the right to initiate a civil action based on fraud, concealment, or misrepresentation.
- We may, at our option, *declare the coverage void.*

If your coverage is terminated for reasons other than fraud, concealment, or misrepresentation of material facts, we will stop benefits the day your coverage is terminated.

OUR RIGHT TO RECOVER PAYMENTS

PAYMENT IN ERROR

If for any reason we make payment under this Certificate in error, we may recover the amount we paid.

SUBROGATION

Once you receive benefits under this Certificate arising from an illness or injury, we will assume any legal right you have to collect compensation, damages, or any other payment related to the illness or injury, including benefits from any of the following:

- The responsible person's insurer.
- Uninsured motorist coverage.
- Underinsured motorist coverage.
- Other insurance coverage.

You and your other eligible Covered Person(s) agree to all of the following:

- You will let us know about any potential claims or rights of recovery related to the illness or injury;
- You will furnish any information and assistance that we determine we will need to enforce our rights under this Certificate;
- You will do nothing to prejudice our rights and interests;
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting our written permission;
- You must reimburse us to the extent of benefit payments made under this Certificate if payment is received from the other party or parties;
- You and your other eligible Covered Person(s) must notify us if you have the potential right to receive payment from someone else;
- You must cooperate with us to ensure that our rights to subrogation are protected.

OTHER INFORMATION

NOTICE

If a specific address has not been provided elsewhere in this Certificate, you may send any notice to our home office:

Delta Dental of Iowa
P.O. Box 9010
Johnston, IA 50131-9010

Any notice from us to you is valid when sent to your address as it appears on our records or the address of the group through which you are enrolled.

NONASSIGNMENT

Benefits for Covered Services in this Certificate are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Any attempt to assign this Certificate or rights to payment without our consent will be void.

GOVERNING LAW

To the extent not superseded by the laws of the United States, this Certificate will be construed in accordance with and governed by the laws of the state of Iowa. Any action brought because of a claim under this Certificate will be litigated exclusively in the state or federal courts located in the state of Iowa and in no other.

LEGAL ACTION

No legal or equitable action may be brought against us because of a claim under this Certificate, or because of the alleged breach of this Certificate, more than two years after the end of the calendar year in which the services or supplies were provided.

INFORMATION IF YOU OR A MEMBER OF YOUR FAMILY IS ENROLLED IN MEDICAID

Acquisition by States of Rights of Third Parties

If payment has been made by Medicaid and we have a legal obligation to provide benefits for those services, then we will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.

Assignment of Rights

This plan will provide payment of benefits for Covered Services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

Enrollment Without Regard to Medicaid

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this plan, nor will it affect our determination of any benefits paid to you.

GLOSSARY

Benefit Category refers to a grouping of benefits related to a specific type of dental service. For example, **BENEFIT CATEGORY: CHECK-UPS AND TEETH CLEANING** includes the following diagnostic and preventive services:

1. Dental Cleaning.
2. Oral Evaluations (includes consultations and problem focused exams).
3. Topical Fluoride Applications.
4. X-rays (Bitewing, Full Mouth, Occlusal, Extraoral, Periapical).

Benefit Period is the same as a calendar year. It begins on the day your coverage goes into effect and starts over each January 1. This is true for as long as you have coverage.

Benefit Period Maximum is the maximum benefit each Covered Person is eligible to receive for certain Covered Services during a benefit period.

Benefits mean those dentally necessary and dentally appropriate procedures that qualify for payment under this program.

Cast means a laboratory procedure in which a restoration is pre-constructed from a material such as gold or porcelain.

Cast Restorations restore teeth to acceptable form and function when the tooth cannot be restored with a routine filling.

Claims Payment (Delta Payment) is the amount that is discharged when your claim is processed.

Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive certain Covered Services.

Contract includes any application you submitted to us or your employer or group sponsor for coverage, any agreement or group policy we have with your employer or group sponsor, any application completed by your employer or group sponsor, this Certificate, and any riders or amendments.

Contractholder refers to you who signed for this Dental Plan.

Contract Limitations are amounts that are your responsibility based on your contractual obligations with us. Examples of contract limitations include services that are not covered; services that are not dentally necessary; and services that are subject to limitations.

Coordination of Benefits (COB) applies when you are covered by more than one group contract or commercial insurance policy providing benefits for like services. COB is a method of limiting insurance coverage to no more than 100 percent of either our payment arrangement amount or the other carrier's payment arrangement amount.

Covered Person means any individual eligible for dental benefits under a dental program that is insured or administered by Delta Dental (or by a Delta Dental Member Company).

Covered Services are those dentally necessary and dentally appropriate procedures listed in the Benefits section of this Certificate.

Creditable Coverage means any of the following types of coverage that you, the Covered Person, had without a break in coverage of 63 days or more:

- A group health plan
- Health insurance coverage
- Part A or B of Title XVIII of the Social Security Act (Medicare)
- Title XIX of the Social Security Act (Medicaid)
- Chapter 55 of Title 10, United States Code
- A medical care program of the Indian Health Service or of a tribal organization
- A State health benefits risk pool
- A health plan offered under Chapter 89 of Title 5, United States Code
- A public health plan (as defined in regulations)
- A health benefit plan under Section 5(e) of the Peace Corps Act

Delta Dental Member Company means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Associations Bylaws.

Dentally Appropriate means:

- The treatment is the most appropriate procedure for your individual circumstances.
- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by us.
- The treatment is not more costly than those equally effective for the treatment or maintenance of your teeth and supporting structures.

Dentally Necessary means:

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

Dentist means an individual who is licensed to practice dentistry under the laws of Iowa or who is licensed in the state where you receive services.

Effective Date is the date upon which this coverage goes into effect.

Eligible Child means your natural child, a legally adopted child, a child placed with you for adoption, a child for whom you have legal guardianship, a stepchild, or foster child. To be eligible for coverage, the child must be either 26 years of age or younger, an unmarried full-time student over age 26, or totally or permanently disabled, either physically or mentally. If the dependent child is permanently disabled, the disability must have existed before the child was age 19 or while the child was a full-time student under 26 years of age, and the child must have had continuous creditable coverage without a break of 63 days or more since on or before that birthday. A child who has been placed in your home for the purpose of adoption or whom you have adopted shall be eligible for coverage as of the date of placement for adoption or the date of actual adoption, whichever occurs first.

Emergency is a condition which requires immediate dental care for the relief of pain or infection of dental origin.

Endodontics is the treatment or removal of injured or infected tissue within the crown and root of the tooth.

Family Coverage means coverage for you and your eligible spouse, your eligible common law partner, or same or opposite sex domestic partner, and your eligible child(ren).

Full-time Student claiming status as a full-time student the child must be enrolled in an accredited institution of higher learning, such as a college, university, nursing or trade school. The child must carry enough hours to be classified by the institution as full-time. Full-time student status continues during:

- Regularly scheduled school vacation periods; and
- Absence from class, in which enrolled, for up to four months due to a physical or mental disability. This disability must be substantiated by a written statement from a practitioner.

Group is the particular employing individual, agency, corporation, partnership, or company which has entered into this agreement to provide dental coverage to their eligible employees or eligible Covered Persons and is responsible for appointing a Plan Adminstrator.

Identification Card is a card issued to you by Delta Dental of Iowa. The information on the card, especially the identification number, is required to process your claims correctly and answer questions you may have. You should carry your identification card with you at all times and present it to your provider at the time you receive care.

Implants are surgically placed devices within or on the jaw bone as a means of providing for a dental replacement which will eventually support a fixed or removable prosthesis.

Lifetime Maximum is the total benefits which are limited by a dollar amount for Sealant/Preventive Resin applications in BENEFIT CATEGORY: CAVITY REPAIR AND TOOTH EXTRACTIONS and BENEFIT CATEGORY: STRAIGHTER TEETH These amounts are shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

Limitation is a certain condition placed on a benefit that limits coverage.

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for the dental services under the Delta Dental Premier

Program. For services billed by dentists outside of Iowa, the Maximum Plan Allowance is based on information from that state's Delta Dental Member Company.

Medical Child Support Order A Medical Child Support Order means any judgment, decree, or order (including approval of a settlement agreement) issued by a court of competent jurisdiction that:

- Provides for child support with respect to a Covered Person's child or a child of their spouse or provides for coverage to such a child, is made pursuant to a State domestic relations law, and relates to benefits under the benefit plan of the Covered Person; or
- Enforces a law relating to medical child support described in Code of Iowa Chapter 252E (1995) or Section 1908 of the Social Security Act with respect to a group plan.

Nonparticipating (non-par) Dentist is a dentist who does not hold a valid participating agreement with Delta Dental (or with a Delta Dental Member Company) at the time you receive Covered Services.

Occlusal Adjustment (Complete) is a complex procedure which requires several appointments and is intended to revise or alter the functional relationships between your upper and lower teeth. Mounting study casts on an articulating instrument is necessary for pre-treatment analysis.

Occlusal Adjustment (Limited) is a procedure to reshape the biting surfaces of one or more teeth.

Orthodontics is the treatment used to influence tooth position

Our means Delta Dental of Iowa.

Participating Dentist is a dentist who holds a valid participating agreement with Delta Dental (or with a Delta Dental Member Company) at the time you receive Covered Services.

Periodontal Services means treatment for gum and bone diseases.

Practitioner means any individual recognized by Delta Dental, licensed and/or accredited to provide Covered Services.

Prosthetics is the replacement of missing permanent teeth by fixed or removable devices such as bridges and dentures.

Provider means a practitioner or facility.

Qualified Medical Child Support Order (QMCSO) A Qualified Medical Child Support Order is a Medical Child Support Order that recognizes a specified person's right to enroll in the benefit plan for which the employee or his/her children are eligible. A QMCSO includes the following information:

- The name and last known mailing address (if any) of the child and the name and mailing address of each child specified in the order as entitled to enroll in the group plan;
- A reasonable description of the type of coverage to be provided or the manner in which the type of coverage is to be determined;
- The period to which the order applies; and
- Each plan to which the order applies,

To be a Qualified Medical Child Support Order, the order cannot require a benefit plan to provide any type or form of benefit, or any option, not otherwise provided under the plan, except to the extent necessary to meet the requirements of Code of Iowa Chapter 252E (1995) or Section 1908 of the Social Security Act with respect to a group plan.

Root is the anatomic portion of the tooth that is covered by cementum and is normally contained in the socket (alveolus).

Root Canal is the portion of the pulp cavity inside the root of a tooth which houses nerves and blood vessels.

Root Planing is removal of infected cementum from the root surface of a tooth.

Root Scaling is removal of disease-causing substances from the root surface of a tooth.

Single Coverage means coverage for the employee only.

Spouse refers to your husband or wife as the result of a marriage that is legally recognized in Iowa, your eligible common law partner, or your eligible same or opposite sex domestic partner.

Straighter Teeth see Orthodontics.

Subrogation means our rights when you or your other eligible Covered Persons receive benefits under this Certificate required as the result of illness or injury and you have a lawful claim against another party or parties for compensation, damages or other payment.

Termination Date is the date your coverage ends under this Certificate. See ***When Coverage Ends*** under: YOUR CERTIFICATE section.

Treatment Plan describes the treatment your dentist has recommended for you and helps us determine if the procedure is a benefit of your coverage as well as dentally necessary and dentally appropriate.

Us means Delta Dental of Iowa (or a Delta Dental Member Company).

We means Delta Dental of Iowa (or a Delta Dental Member Company).

X-rays –

- **Bitewing X-rays** show the visible part of the teeth of both the upper and lower jaws and are used to detect cavities and periodontal disease.
- **Extraoral X-rays** show the jaw and are used for the orthodontic analysis or to detect fractures, jaw disorders, or other abnormalities. These x-rays are taken from outside the mouth.
- **Full Mouth X-rays** includes a series of periapical and bitewing x-rays showing the teeth and underlying structures of the entire mouth.
- **Occlusal X-rays** show the underlying structures of the teeth and are used to detect cysts and pathologies. These x-rays are taken from inside the mouth.
- **Periapical X-rays** show the tooth and underlying structures for one or more teeth.

You and Your means you, the employee/retiree, and your eligible Covered Person(s) who qualify for coverage under this Dental Plan.

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