# BENEFITS CERTIFICATE
# DELTA DENTAL OF IOWA

## DELTA DENTAL PPO PLUS PREMIER™

## SCHWARTZ & CO. ENTERPRISES, LTD
## DBA J.E. ADAMS INDUSTRIES

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# 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.

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# 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.

| | PPO | PREMIER / NON-PAR |
|---|---|---|
| **Deductible** | $15/$45 | $25/$75 |
| **Deductible Apply to Check-Ups and Teeth Cleaning** | No | No |
| **Annual Maximum** | $2,000 | $2,000 |
| **Orthodontic Lifetime Maximum** | $1,000 | $1,000 |
| **Benefit Categories** | **MEMBER COINSURANCE** | |
| **Check-Ups and Teeth Cleaning**<br>(Diagnostic and Preventive Services)<br>1. Dental Cleaning<br>2. Oral Evaluation<br>3. Fluoride Applications<br>4. X-rays<br>5. Sealant Applications<br>6. Space Maintainers<br>7. Periodontal Maintenance Therapy | 00% | 00% |
| **Cavity Repair and Tooth Extractions**<br>(Routine and Restorative Services)<br>1. Emergency Treatment<br>2. General Anesthesia/Sedation<br>3. Restoration of Decayed or Fractured Teeth<br>4. Limited Occlusal Adjustment<br>5. Routine Oral Surgery<br>6. Posterior Composites | 10% | 20% |

| Benefit Categories | PPO<br>MEMBER COINSURANCE | PREMIER / NON-PAR<br>MEMBER COINSURANCE |
|---|---|---|
| **Root Canals**<br>(Endodontic Services)<br>1. Apicoectomy<br>2. Direct Pulp Cap<br>3. Pulpotomy<br>4. Retrograde Fillings<br>5. Root Canal Therapy | 50% | 50% |
| **Gum and Bone Diseases**<br>(Periodontal Services)<br>1. Conservative Procedures<br>2. Complex Procedures<br>3. Athletic Mouth Guards | 50% | 50% |
| **High Cost Restorations**<br>(Cast Restorations)<br>1. Cast Restorations<br>a. Crowns<br>b. Inlays<br>c. Onlays<br>d. Posts and Cores | 50% | 50% |
| **Dentures and Bridges**<br>(Prosthetics)<br>1. Bridges<br>2. Dentures<br>3. Repairs and Adjustments<br>4. Dental Implants | 50% | 50% |
| **Straighter Teeth ***<br>(Orthodontics) | 50% | 50% |

* Deductible for **Benefit Category: Straighter Teeth** will be waived for all providers.

# IMPORTANT INFORMATION

Your Delta Dental PPO Plus 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 PPO Program is our panel of Delta Dental PPO Dentists, hereafter referred to as "PPO Panel Dentists". You may seek care from almost any dentist you wish. However, there are usually advantages when you receive services from PPO Panel Dentists or Participating Delta Dental Dentists. " Participating Delta Dental Dentists," in this Certificate, are dentists who participate with Delta Dental of Iowa or their local Delta Dental Member Company's Premier Program, but do not participate as a PPO Panel Dentist.

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 PPO Panel Dentist or a Participating Delta Dental Dentist.

## WHAT YOU SHOULD KNOW ABOUT PPO PANEL DENTISTS

We have contracting relationships with PPO Panel Dentists throughout the state. Our contracts with PPO Panel Dentists include an applicable fee schedule or the Maximum Plan Allowance. See **Understanding Payment Vocabulary** later in this section. This applicable fee schedule or Maximum Plan Allowance usually results in savings to you. When you receive services from PPO Panel Dentists who participate with Delta Dental of Iowa or any other Delta Dental Member Company, all of the following statements are true:

- PPO Panel Dentists agree to accept their local Delta Dental Member Company's PPO Schedule, which may result in savings for Covered Services.
- Your deductible or coinsurance responsibility may be *less* for Covered Services you receive from a PPO Panel Dentist than it would be from a Participating Delta Dental Dentist or a nonparticipating dentist.
- PPO Panel Dentists agree to file claims for you.
- We settle claims directly with PPO Panel 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.
- PPO Panel Dentists agree to handle the notification program for you. See **The Notification Program** section.

- PPO Panel Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) the applicable fee schedule or Delta Dental's Maximum Plan Allowance for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the PPO Panel Dentist is not limited in the amount of the payment he or she may collect from you. See **Understanding Payment Vocabulary** later in this section.

## WHAT YOU SHOULD KNOW ABOUT PARTICIPATING DELTA DENTAL DENTISTS

We have contracting relationships with Participating Delta Dental Dentists throughout the state. Our contracts with Participating Delta Dental Dentists include payment arrangements based on Delta Dental's applicable fee schedule or the Maximum Plan Allowance. See **Understanding Payment Vocabulary** later in this section. The applicable fee schedule or Maximum Plan Allowance usually results in savings to you. When you receive services from Participating Delta Dental Dentists who participate with Delta Dental of Iowa or a Delta Dental Member Company, all of the following statements are true:

- Participating Delta Dental Dentists agree to accept their local Delta Dental Member Company's payment arrangement, which may result in savings for Covered Services.
- Your deductible or coinsurance responsibility may be *more* for Covered Services you receive from a Participating Delta Dental Dentist who is not a PPO Panel Dentist.
- Participating Delta Dental Dentists agree to file claims for you.
- We settle claims directly with Participating 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.
- Participating Delta Dental Dentists agree to handle the notification program for you. See **The Notification Program** section.
- Participating Delta Dental Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) the applicable fee schedule or Delta Dental's Maximum Plan Allowance for Covered Services. **Important:** This does not apply in the situation where a service otherwise qualifying as a Covered Service is provided and Delta Dental does not reimburse any part of such service. In such situation, the Delta Dental Dentist is not limited in the amount of the payment he or she may collect from you. 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 PPO Panel Dentists or Participating 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 PPO payment arrangement or any other payment arrangement. This means you are responsible for any difference between your nonparticipating dentist's Billed Charge and the Delta Dental nonparticipating dentist fee schedule. 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. However, for Iowa nonparticipating dentists, the payment will be mailed to you but the check may be payable to the nonparticipating dentist. You are responsible for paying your dentist in full, including any Deductible, Member 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, PPO Panel Dentists and Participating 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) the applicable fee schedule or Delta Dental's PPO Schedule for Covered Services, as do PPO Panel Dentists in certain situations. 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**.
- 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 dentist's billed charge and the applicable fee schedule or the Maximum Plan Allowance. **Please note:** This only applies if you receive services from a nonparticipating dentist or for procedures that are not Covered Services or services from a PPO Panel Dentist or a Participating Delta Dental Dentist that are not reimbursed by Delta Dental to some extent.

- Deductible(s) and Member 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

### Anniversary Date

The Anniversary Date is the renewal date of the contract between your employer or group sponsor and Delta Dental of Iowa.

### 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.

### Contract Period Effective Date

Contract Period Effective Date is the first day the dental contract was in effect between your employer or group sponsor and Delta Dental of Iowa.

### Covered Charge

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

### 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.

### Eligible Covered Person(s)

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). An Eligible Covered Person is an employee who has met the employer's eligibility requirements and the employee's eligible Spouse and eligible Child(ren).

### Maximum Plan Allowance

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for certain Covered Services provided by dentists who participate in 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.

### PPO Schedule

The PPO Schedule is a reduced fee schedule for certain Covered Services. Some Participating Delta Dental Dentists, who are other than general practice dentists, will be considered PPO Panel Dentists except that their payment will be based on the lesser of their billed charge or the Maximum Plan Allowance rather than on the PPO Schedule. The Participating Delta Dental Dentists who have agreed to be PPO Panel Dentists will be listed in the Delta Dental of Iowa PPO Panel Dentist Directory.

## UNDERSTANDING AMOUNTS *YOU PAY* TO SHARE COSTS

### Deductible

Deductible is the fixed dollar amount you pay for Covered Services for each Covered Person in a benefit period before benefits are available under this Delta Dental Certificate. This amount is shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate, if applicable. ***Please Note***: The family deductible is reached from deductible amounts paid on behalf of any combination of Covered Persons.

### Member Coinsurance

Member 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.

Member Coinsurance payments begin once you meet any applicable deductible amounts. Coinsurance is calculated off the applicable fee schedule or the Maximum Plan Allowance, as the case may be. In general, the percentage of coinsurance you pay depends on the benefit category of the service you receive and participation status of your dentist.

### Benefit Period Maximum or Annual Maximum

The Benefit Period Maximum or Annual 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. ***Please Note:*** The Benefit Period Maximum is a combined maximum for PPO, Premier, and Non-Participating Providers.

Services received from **Benefit Category: Straighter Teeth** are excluded from your Benefit Period Maximum or Annual Maximum.

### Annual Maximum Carryover (To Go℠)

An eligible Covered Person may carry over any qualified, unused portion of their Annual Maximum benefit from the prior Benefit Period, subject to the following guidelines:

- An eligible Covered Person must have been covered under the plan for the full benefit period immediately preceding the current Benefit Period, with coverage for major services.
- An eligible Covered Person must have submitted at least one claim during the Benefit Period that would apply to his/her Annual Maximum where the allowed dollar amounts are greater than zero dollars.
- The carried over amount may not exceed the amount of the regular Annual Maximum, and the total combined Annual Maximum may not exceed twice the regular Annual Maximum.

**Please Note:** When an Eligible Covered Person changes from the Plan Holder to a spouse or dependent child or vice versa the Deductible, Benefit Period Maximum, and Annual Maximum Carryover ToGo℠ dollars all start over.

### Lifetime Maximum

In a Covered Person's lifetime, total benefits are limited by dollar amount for **Benefit Category: Straighter Teeth - Corrective Orthodontics**. This amount is shown on the **Summary of Benefits and Payment** chart at the beginning of this Certificate.

### Other Payment Responsibilities

In addition to the above, you will be responsible for any charge made by a dentist, even if it is a PPO Panel Dentist or a Participating Delta Dental Dentist, where Delta Dental has not reimbursed to some extent any of the charge because the service is not covered, you have not met any applicable waiting periods or deductibles and/or have exceeded any applicable benefit maximum or frequency limitation.

## 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.

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# BENEFITS

## CHECK-UPS AND TEETH CLEANING
## DIAGNOSTIC AND PREVENTIVE SERVICES

### Dental Cleaning (Prophylaxis)
Removing plaque, tartar (calculus), and stain from teeth.
*Limitation:* Routine dental cleaning is a benefit only twice per benefit period.

### Oral Evaluations
Oral evaluations include all types of dental examinations including preventive examinations, comprehensive examinations, consultations, and problem focused evaluations.
*Limitation:* These evaluations/examinations are a benefit three per benefit period.

### Topical Fluoride Applications
Professionally administered procedure in which the dental surfaces are coated with a fluoride solution or gel to discourage decay.
*Limitation:* Topical fluoride is a benefit for eligible children through age 18 only twice per benefit period.

### X-Rays:
### Bitewing X-Rays
Bitewing is an x-ray that shows the crowns of the upper and lower teeth simultaneously and that is held in place by a tab between the teeth.
*Limitation:* Bitewing 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 5 consecutive years of the panoramic x-ray.
*Limitation:* Full-mouth or panoramic x-rays are a benefit only once every 5 consecutive years.

### Occlusal X-Rays
Occlusal x-rays capture all the upper and lower teeth in one image while the film rests on the biting surface of the teeth.
*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.

### 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 for eligible children through age 18.

*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
Space maintainers are passive appliances designed to prevent tooth movement.
*Limitation:* Space maintainers are a benefit only for eligible children through age 14.

### 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 earlier in this section.*

## 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:* Restorations are a benefit once every 24 months per tooth.

### 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.

### Alveoloplasty
Surgical procedure for recontouring supporting bone, sometimes in preparation for a prosthesis.

## 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:*** Certain 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 every 36 consecutive months for each tooth or 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.

### Athletic Mouth Guard

An athletic mouth guard is an intraoral device worn during participation in contact sports to reduce the potential for injury to the teeth and associated tissue.
*Limitation:* An athletic mouth guard is a benefit for all eligible Covered Persons through age 18 once every 24 consecutive months.

## HIGH COST RESTORATIONS
## CAST RESTORATIONS

***Please note:*** Certain Procedures in this category should receive our review **before** they are performed. See **The Notification Program** section.

Procedures in this category are a benefit 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.

### 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.**

### 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.

### Recementation of Cast Restorations

Recementation of an inlay, onlay, or crown that has become loose.
*Limitation*: Benefits are limited to once every 12 consecutive months after 6 months have elapsed since initial placement.

## DENTURES AND BRIDGES
## PROSTHETICS

***Please note:*** Certain Procedures in this category should receive our review **before** they are performed. See **The Notification Program** section.

***Please note:*** Dentures, bridges, and dental implants (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.

### Dentures (Complete and Partial)
Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also covered.

### Dental Implants
Dental implants which are surgically placed in the jaw bone, including attachment of devices to a surgically placed implant in the jaw.

### 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
## CORRECTIVE ORTHODONTICS

Corrective Orthodontics services are orthodontic procedures, or directly associated procedures, that move teeth to correct an abnormal dental relationship between and among teeth.

**Benefits received for Corrective Orthodontics apply to the Lifetime Maximum.**

*Limitation:* Corrective Orthodontic services for proper alignment of teeth are a benefit only for eligible children through age 18.

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 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

Diagnostic cast is a replica of the teeth and tissues made from an impression; also called a study model.
*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.

### Desensitizing 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.

### Extraoral X-Rays
You are not covered for extraoral x-rays.

### 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.

### 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.

### Plaque Control Programs, Oral Hygiene Instructions, and Dietary Instructions

You are not covered for services or supplies used for plaque control, oral hygiene, and/or dietary instructions.

### 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.

### Sales Tax and Fees

We do not pay sales tax or fees billed by dentists for dental services.

### Services Not Reimbursed to Some Extent by Delta Dental

You are not covered for any service that otherwise would qualify as Covered Service but which Delta Dental does not reimburse to some extent. This may include services not reimbursed because of applicable deductibles, copayments, coinsurance, benefit maximums, waiting periods, and frequency limitations.

### 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.

### Straighter Teeth - Corrective Orthodontics

An Eligible Covered Person, who is age 19 or older is not covered for Corrective Orthodontics.

### 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 anyone other than a licensed dentist or his or her employees. Covered Services provided in states where other types of dental providers can practice independently are allowed.

### Treatment in Progress

You may not be covered for services or supplies related to treatment which began prior to the effective date of this policy.

### 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:

- Complex Periodontal Surgery
- High Cost Restorations including Crowns, Onlays, and Bridges
- Dental Implants

**You should also notify us before you receive treatment from any benefit category that will exceed $300.**

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 —PPO Panel Dentists and Participating 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.

### Reconsideration Request of Treatment Plan

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 —PPO Panel Dentists and Participating 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 deny 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 PPO Panel Dentist or Participating Delta Dental Dentist (as the case may be).

### 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 OR ADVERSE BENEFIT DETERMINATION YOUR INITIAL REQUEST FOR A REVIEW

If Delta Dental 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, including the reason why you disagree with our claim decision, documents, records and any other information related to the claim. Include your name, patient's name and your identification number on all documents.

## 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. After that time, we will make the final decision on the claim based on the information we have in your file.

## 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 or eligible child(ren).

Spouse means your husband or wife as the result of a marriage that is legally recognized in Iowa. 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 at least one of the following standard requirements to be an eligible child:

- The child is under age 26.
- The child is a dependent of the child's parent and is 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 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.

A child who has been placed in your home for the purpose of adoption or who you have adopted shall be eligible for coverage as of the date of placement for adoption or as of the date of actual adoption, whichever occurs first.

### Eligibility Enrollment Requirements

This benefit plan includes the following eligibility enrollment requirements:

- You must apply for coverage when initially eligible or due to a Qualifying Event.
- If you do not apply for coverage when initially eligible you will not be eligible to enroll in this Plan until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.
- If you drop coverage you will not be eligible to re-enroll in this Plan, until your employer or group sponsor's next Anniversary Date; unless the election is due to a Qualifying Event.

## 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.

## WHEN COVERAGE BEGINS

Your coverage under this Certificate begins on your effective date. If you have just started a new job, check with your employer or group sponsor to find out your effective date.

***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 modification 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.
- The date the qualified beneficiary is entitled to Medicare benefits.

## 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 Certificate. These events include:

- **Active Duty in the Military** of an eligible child or spouse
- **Appointment as a Legal Guardian** of a child
- **Birth or Adoption** of a child
- **Care of a Foster Child** (when placed in your home by an approved agency)
- **Completion of Full-time Schooling** of an eligible child age 26 or older
- **Death**
- **Divorce, Annulment, or Legal Separation**
- **Eligible Child** (who no longer meets eligibility requirements) reaches age 26
- **Exhaustion of COBRA Coverage**
- **Marriage**
- **Spouse or Child Loses Eligibility for Qualifying Dental Coverage** or employer or group sponsor ceases contribution to qualifying dental coverage. In this case, your eligible spouse and any eligible children previously covered under the prior qualifying dental coverage are eligible for coverage under this Certificate.
- **Spouse's Medicaid, or Child's Medicaid or Children's Health Insurance Program (CHIP) or Healthy And Well Kids in Iowa (Hawki)** 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 Hawki coverage or within 60 days of when eligibility for the premium assistance is determined.

## NOTIFICATION OF CHANGE

You must notify us within 31 days of the date of the event that changes the status of your eligibility. Delta Dental of Iowa must be notified within 60 days of the date of the event that changes the status of your eligibility for births, adoptions, or due to a change in eligibility status for Medicaid, CHIP, or Hawki. You can

ask your employer or group sponsor to help you make this request. If a change to your eligibility is not made within 31 days of an event, the person(s) affected may lose important coverage. **Upon notification of a member's death, we will only return premiums for a period of up to 18 months following the date of death.**

**Please Note:** You must notify us when there is a change in your marital status (i.e. divorce or legal separation) or a child loses eligibility status.

### 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:

- **Upon the effective date of any final Federal or State regulations** that change or impact benefits and coverage limitations, this Agreement will automatically amend so that the obligations they impose on Delta Dental remain in compliance with such laws and/or standards.
- **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.
- **By our receipt of proper notification** that your marital or eligibility status has changed.

## 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

### 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.

### 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.

# YOUR ERISA RIGHTS

Your rights concerning your coverage may be protected by the Employee Retirement Income Security Act of 1974 (ERISA). Any employee benefit plan established or maintained by an employer or by an employee organization or both is subject to this federal law unless the benefit plan is a governmental or church plan as defined in ERISA. ***If ERISA applies to your group, you will want to read this section carefully.***

## YOUR ERISA RIGHTS

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you will be entitled to:

- Examine certain plan documents and copies of documents (such as annual reports) filed by the plan with the United States Department of Labor. You may examine these documents at the Plan Administrator's office or at specified locations. You will not be charged to examine these documents. The latest annual report is available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of certain plan documents from the Plan Administrator upon written request. The Plan Administrator may request a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report if your employer or group sponsor has 100 or more participants in your plan. The Plan Administrator is required by law to furnish you with a copy of this summary annual report.

### The Responsibility of Your Employee Benefit Plan

In addition to creating rights for you and other participants, ERISA imposes duties upon the people responsible for the operation of your plan. The people responsible are called *fiduciaries* of the plan. Fiduciaries have a duty to operate your plan prudently and in the interest of you, other plan participants, and your family 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 covered benefit or exercising your rights under ERISA. If your claim for a covered 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 requirements.

### Steps You Can Take to Enforce Your Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request the plan document from the Plan Administrator and do not receive it within 30 days, a federal court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the document, unless the document was not sent because of matters reasonably beyond the control of the Plan 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. 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 is frivolous.

### Who to Contact When You Have Questions

If you have any questions about your plan, you should contact the Plan Administrator, i.e. your employer or group sponsor. If you have 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 Area Office of the Employee Benefits Security Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 hot-line of the Employee Benefits Security Administration.

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

Hearing Impaired Toll Free: 1-888-287-7312
Toll Free: 1-800-544-0718
Local: 1-515-261-5500

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