GROUP DENTAL PLAN

ESTES CONSTRUCTION

DELTA DENTAL PPO PLUS PREMIER®

SUMMARY PLAN DESCRIPTION

CLAIMS ADMINISTERED BY DELTA DENTAL OF IOWA

Important Caution: **A document like this Summary Plan Description *must* be reviewed and prepared by the employer's legal counsel *before* it is adopted by the employer and distributed to its plan participants. In addition, this document, standing alone will not satisfy all of the ERISA requirements. In addition to this Summary Plan Description, the employer should prepare and adopt its own separate plan document[s].**

Effective Date: 10/01/2015
Electronic Date: 10/24/2015
Form Number: PPOCERT-1012

INTRODUCTION

Estes Construction maintains the Estes Construction Group Dental Plan ("the Dental Plan") for the exclusive benefit of and to provide dental benefits to their eligible full-time employees, their eligible spouses, and eligible children. These benefits, including information about who is eligible to receive benefits, are summarized in this document, which constitutes the Summary Plan Description required by Section 102 of the Employee Retirement Income Security Act ("ERISA"). In addition, certain portions of this Summary Plan Description, together with any written plan document(s) of Estes Construction, constitute the written plan document for the Dental Plan as required by Section 402 of ERISA.

Claims for reimbursement of dental benefits under the Dental Plan are administered by Delta Dental of Iowa (hereafter "Delta Dental") pursuant to a contract between Estes Construction and Delta Dental.

INTERPRETING THIS SUMMARY PLAN DESCRIPTION

It is important that you understand all parts of this Summary Plan Description to get the most out of your benefits. 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 have enrolled for coverage under this Dental Plan. In other places, we use the word *participant* to refer to the employee enrolled under the Dental Plan and the words *beneficiary* or *beneficiaries* to refer to the participant's eligible Covered Persons who are enrolled under the Dental Plan. The words, *we, us*, and *our* refer to Estes Construction, the Plan Administrator for your Dental Plan. Finally, the term *Plan Sponsor or group sponsor* refers to your employer or other sponsor of this Dental Plan.

We will interpret the provisions of this Summary Plan Description and determine the answers to all questions that arise under it. Pursuant to a contract with Delta Dental, we have delegated our administrative discretion to initially determine whether you meet the Dental Plan's written eligibility requirements, or to interpret any other term of this Dental Plan. In addition, if any benefit in this Summary Plan Description is subject to a determination of dental necessity and dental appropriateness, Delta Dental will make that factual determination. Our interpretations and determinations and those of Delta Dental are final and conclusive.

In this Summary Plan Description 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 this Summary Plan Description. We urge you to become familiar with the entire Summary Plan Description.

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GENERAL INFORMATION ABOUT THE DENTAL PLAN

For your convenience, and as required by Section 102 of ERISA, we have listed below certain basic, plan-identifying information.

Plan Name:	Estes Construction Group Dental Plan
Type of Plan:	A group health plan (a type of welfare benefits plan that is subject to the provisions of ERISA).
Plan Year:	January 1 – December 31
Plan Number:	502
Original Effective Date:	October 1, 2015.
Plan Sponsor:	Estes Construction 131 W 2nd Street - Suite 400 Davenport, IA 52801 563-322-7301
Plan Sponsor's Employer Identification Number:	42-1006985
Plan Administrator:	Estes Construction 131 W 2nd Street - Suite 400 Davenport, IA 52801 563-322-7301 Attention: Human Resource Manager

Claims Administrator:	Delta Dental of Iowa 1-800-544-0718
Named Fiduciary:	Estes Construction 131 W 2nd Street - Suite 400 Davenport, IA 52801 563-322-7301

Funding Medium and Type of Plan Administration:
Benefits under the Dental Plan are self-funded by Estes Construction and are paid directly out of the company's general assets. There is no insurance policy, trust, or other fund from which benefits are paid. The Dental Plan is self-administered by Estes Construction. Pursuant to a contract between Delta Dental and Estes Construction, Delta Dental acts as the Claims Administrator for the Dental Plan on behalf of the Plan Administrator. Although claims for reimbursement under the Dental Plan are submitted to Delta Dental for a determination of eligibility, processing, and initial payment, Estes Construction, and not Delta Dental, is at all times responsible for payment of all claims under the Plan.

Source of Contributions:	Contributions for the Dental Plan are made in part by Estes Construction and in part by employees' pre-tax payroll deductions."
Agent for Service of Legal Process:	President Estes Construction 131 W 2nd Street - Suite 400 Davenport, IA 52801 563-322-7301

Legal Plan Document & Disclaimer: This Summary Plan Description summarizes the principal features of the Dental Plan in a general manner. The complete terms and conditions of the Dental Plan are contained in the Group Dental Plan legal document adopted by Estes Construction and in portions of this Summary Plan Description. You can obtain a copy of the Group Dental Plan legal document from the Plan Administrator.

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 Summary Plan Description.

	PPO	PREMIER/NON-PAR
Deductible	$15 / $45	$25 / $75
Deductible Apply to Check-Ups and Teeth Cleaning	No	No
Annual Maximum	$1,500	$1,500
Orthodontics Lifetime Maximum	$1,500	$1,500
Benefit Categories	**Coinsurance**	
Check-Ups and Teeth Cleaning (Diagnostic and Preventive Services) 1. Dental Cleaning 2. Oral Evaluation 3. Fluoride Applications 4. X-rays 5. Sealant Applications 6. Space Maintainers 7. Maintenance Therapy	00%	00%
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	10%	20%

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

DENTAL PLAN ADMINISTRATION

The administration of the Dental Plan is under the supervision of the Plan Administrator, Estes Construction. The Human Resource Manager of Estes Construction is the person who acts on behalf of the Plan Administrator. The principal duty of the Plan Administrator is to see that the terms of the Dental Plan are carried out in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The Company bears all costs of administering the Plan and for paying all claims.

Under a contract with Delta Dental, the Plan Administrator has delegated its authority to Delta Dental to act as the Claims Administrator for the Dental Plan and to determine the initial eligibility for and the amount of any benefits payable under the Dental Plan and for prescribing the procedures to be followed and the forms to be used by you pursuant to the Dental Plan. We have further delegated to Delta Dental, as the Claims Administrator, the authority to require you to furnish it with such information as it determines is necessary for the proper administration of the Dental Plan. If you have general questions regarding the Dental Plan, please contact the Plan Administrator. However, if you have specific questions concerning eligibility for and/or the amount of any benefits payable under the Dental Plan, please contact Delta Dental.

IMPORTANT INFORMATION

Your Delta Dental PPO[SM] 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 their 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 Summary Plan Description, are dentists who participate with Delta Dental of Iowa's Premier Program 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 Summary Plan Description. 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

Delta Dental has contracting relationships with PPO Panel Dentists throughout the state. Delta Dental contracts with PPO Panel Dentists include a PPO Schedule. See UNDERSTANDING PAYMENT VOCABULARY later in this section. This PPO Schedule 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.
- 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.
- Delta Dental settles 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) Delta Dental's PPO Schedule for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

WHAT YOU SHOULD KNOW ABOUT PARTICIPATING DELTA DENTAL DENTISTS WHO ARE NOT PPO PANEL 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 Maximum Plan Allowance. See UNDERSTANDING PAYMENT VOCABULARY later in this section. The 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.
- 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.
- Delta Dental settles 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) 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 Delta Dental 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:

- Delta Dental does 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 PPO Schedule or the Maximum Plan Allowance, as the case may be. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists are not responsible for filing your claims.
- Delta Dental settles 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, 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) Delta Dental's PPO Schedule for Covered Services, as do PPO Panel Dentists. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- 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, as do Participating Delta Dental Dentists. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

QUESTIONS DELTA DENTAL ASKS 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, Delta Dental first answers 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 Dental Plan. 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 Summary Plan Description.
- Any difference between the dentist's billed charge and the PPO Schedule or the Maximum Plan Allowance, as the case may be. ***Please note:*** This only applies if you receive services from a nonparticipating dentist.
- Deductible(s) and Coinsurance.

DELTA DENTAL'S PAYMENT POLICY

Delta Dental's policy is to send payment for treatment after it is completed—not before.

For example, Delta Dental will send 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 Dental Plan.*

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.

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, unless they are dentists outside of Iowa.

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 Dental Plan. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Summary Plan Description. ***Please note:*** The family deductible is reached from deductible amounts paid on behalf of any combination of Covered Persons.

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 Summary Plan Description.

Coinsurance payments begin once you meet any applicable deductible amounts. Coinsurance is calculated off the PPO 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.

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 Summary Plan Description in a benefit period. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Summary Plan Description.

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 BENEFIT CATEGORY: STRAIGHTER TEETH. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Summary Plan Description.

HELPING WHEN YOU HAVE QUESTIONS

If you have any questions after reading this Summary Plan Description, please call Delta Dental. For your convenience, Delta Dental has listed their toll-free number on the back cover of this Summary Plan Description.

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: This evaluation is a benefit only twice per benefit period.

Topical Fluoride Applications
Limitation: Topical fluoride is a benefit only for eligible beneficiaries who are 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 5 consecutive years of the panoramic x-ray.
Limitation: Full-mouth x-rays are a benefit only once every 5 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.

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.*

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 beneficiaries who are 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 beneficiaries who are children under age 15.

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.

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.

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 Delta Dental's 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 months 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.

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.

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.

Recementation 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.

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
ORTHODONTICS

Services for proper alignment of teeth.
Limitation: Orthodontic services for proper alignment of teeth are a benefit only for eligible beneficiaries who are 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 dental benefits still exist.

If orthodontic treatment is stopped for any reason before it is completed, payment will be provided only for Covered Services and supplies actually received.

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

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 dental benefits.

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

SERVICES NOT COVERED

This Dental Plan *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 Dental Plan. Call Delta Dental if you are unsure if a certain service is covered. For your convenience, Delta Dental has listed their toll-free number on the back cover of this Summary Plan Description.

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.

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 your coverage under this Dental Plan.

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 Dental Plan, 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.

Termination

Whether or not Delta Dental has approved a treatment plan, you are not covered for treatment received after the date your coverage terminates.

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 Dental Plan.
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 Dental Plan.

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 Delta Dental before you receive the following benefits:
Gum and Bone Diseases

Delta Dental's 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 Delta Dental determine if the procedure is a benefit of your Dental Plan 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 Delta Dental receives the treatment plan and proper documentation, Delta Dental will let you and your dentist know if the treatment plan is approved within 15 working days. Delta Dental will take one of the following three actions when they receive your treatment plan:

- *accept* it as submitted.
- *recommend an alternative benefit*. If Delta Dental asks you to receive an independent diagnosis from a dentist of Delta Dental's choice, Delta Dental will pay for the exam.
- *deny the treatment plan* because:
  — the procedure is not a benefit of this Dental Plan;
  — you did not receive an independent exam after Delta Dental asked you to; or
  — the procedure is not dentally necessary and dentally appropriate.

Appeal

If Delta Dental denies a treatment plan, you can resubmit it with additional documentation and ask Delta Dental, in writing, to reconsider. If necessary, Delta Dental will ask you to receive an independent diagnosis from an independent dentist of Delta Dental's choice—Delta Dental will pay for the exam.

Please note: Although Delta Dental may approve a treatment plan, neither Delta Dental nor this Dental Plan are necessarily liable for the actual treatment you receive from your dentist.

FILING CLAIMS

Once you receive dental services, Delta Dental needs to receive a claim to determine the amount of your benefits. The claim lets Delta Dental 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 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 Delta Dental or visit their website www.deltadentalia.com. For your convenience, Delta Dental has listed their toll-free number on the back cover of this Summary Plan Description. 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 Dental Plan. If so, Delta Dental will work with your other insurance company or carrier or health plan. The benefits payable under this Dental Plan when combined with the benefits paid under your other coverage will not be more than 100 percent of either Delta Dental's payment arrangement amount or the other carrier's or health plan's payment arrangement amount.

What You Should Do

When you receive services, you need to let Delta Dental 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 Delta Dental 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 Delta Dental 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. Delta Dental will contact you if any additional information is needed.

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

What Delta Dental Will Do

There are certain rules Delta Dental follows to help determine which coverage pays first when you have other insurance or coverage that provides the same or similar benefits as this Dental Plan. 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* participant pays before the coverage which you have as a plan beneficiary 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, Delta Dental will use the Coordination of Benefits (COB) guidelines adopted by the Iowa Insurance

Division to determine payment to you or to your PPO Panel Dentist or Participating Delta Dental Dentist (as the case may be).

What You Should Know About Beneficiaries Who Are 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.

DENIED CLAIMS AND APPEALS PROCEDURES

CLAIM DENIALS

Pursuant to our contract with Delta Dental, we have delegated the responsibility for evaluating all claims for reimbursement to Delta Dental as the Claims Administrator. Delta Dental will decide your claim within a reasonable time not longer than 30 days after it is received. This time period may be extended, however, where a claim is incomplete or there are other circumstances beyond Delta Dental's control. In such a case, Delta Dental will provide you with written notice of any required extension in the time for them to respond, including the reasons for such an extension and information on the date on which a decision is expected to be made. If an extension is necessary because a claim is incomplete, the written notice to you will also request that you provide Delta Dental with certain additional information within 45 days. The time period for Delta Dental to respond to your claim can be extended for an additional 15 days from the date on which Delta Dental receives the requested additional information.

Delta Dental may obtain the advice of independent dentists or require such other evidence as it deems necessary to decide your claim.

If Delta Dental denies your claim, in whole or in part, you will be furnished with a written notice setting forth the following information:

1. the specific reasons for the denial;
2. reference to the specific provisions of the Dental Plan on which the denial is based;
3. a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary; and
4. appropriate information as to the steps to be taken if you wish to appeal the decision of Delta Dental, including your right to submit written comments and have them considered, your right to review (on request and at no charge) relevant documents and other information, and your right to file suit under ERISA with respect to any adverse determination after appeal of your claim.

APPEALING DENIED CLAIMS

If you disagree with Delta Dental's reasons for not paying all or part of your claim and think that the service should be covered under this Dental Plan, you or your representative can appeal by asking for a full and fair review of the claim. To file for a review, you must submit a request in writing within 180 days of receiving Delta Dental's notice that it is denying your claim. If you do not submit a request for review within this time period, you will lose your right to review and you will also lose your right to file suit in court, as you will have failed to exhaust your internal administrative review rights, which is generally a prerequisite to bringing suit.

Your request for a review should state the reasons why you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You may also ask additional questions and make written comments, and you may review (on request and at no charge) all documents, records, and other information relevant to your claim and its review. Delta Dental will review all written comments that you submit with your request. Upon request, you can review the records of Delta Dental that are relevant to your claim from 8 a.m. to 4:30 p.m., Central Time, Monday through Friday, at Delta Dental's Johnston, Iowa location.

Since Delta Dental maintains many of these records in electronic form, please call or write Delta Dental in advance so they can have paper copies of these records available for your review.

Send your request to:

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

Delta Dental will review your request and decide your appeal within a reasonable time not longer than 60 days after it is submitted and will notify you of its decision in writing. The individual who decides your appeal will not be the same individual who decided your initial claim denial and will not be that person's subordinate. Delta Dental may secure the advice of independent dentists or others and require such evidence as it deems necessary to decide your appeal, except that any dental or other expert consulted in connection with your appeal will be different from any expert consulted in connection with your initial claim. The identity of any dental or other expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be given a notice of denial on review that provides the following information:

1. the specific reason(s) for the denial;
2. the specific provisions of the Dental Plan on which the decision is based;
3. a statement of your right to review (on request and at no charge) relevant documents and other information;
4. if Delta Dental relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge to you upon request; and
5. a statement of your right to bring suit under ERISA § 502(a).

ELIGIBILITY

COVERAGE ELIGIBILITY

You are eligible to be a participant in the Dental Plan if you are an employee who has met your employer's eligibility requirements or if you are either the eligible spouse or an eligible child of an employee who has met the employer's eligibility requirements.

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. To be an eligible beneficiary, a child must meet at least one of the following standard requirements:

- The child is under age 26.
- The child is age 26 or older, 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 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.

TYPES OF COVERAGE

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

- With *single coverage*, you are the only one covered.
- With *employee and spouse coverage*, you and your eligible spouse are covered.
- With *employee and child(ren) coverage*, you and your eligible child(ren) are covered.
- With *family coverage*, you, your eligible spouse, and each of your eligible children are covered and are considered beneficiaries. Each eligible Covered Person must be listed on your dental application for coverage or added later as a new eligible Covered Person.

QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)

If you have a child and we receive a Medical Child Support Order recognizing the child's right to enroll in this Dental Plan and/or any other benefit plan, we will promptly notify both you and the child that the order has been received. We also will inform you and the child of our 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.

WHEN BENEFITS BEGIN

Your rights to receive benefits under this Dental Plan begin on your effective date. If you have just started a new job, check with us or your plan sponsor to find out your effective date.

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

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

WHEN BENEFITS END

Your eligibility for benefits under this Dental Plan will terminate at the end of the month for any of these reasons:

- You become ineligible for coverage under this Dental Plan. See *Eligibility* earlier in this section.
- You become unemployed. Termination of your coverage for this reason applies only if you receive your coverage through us.
- We decide to discontinue or replace this coverage.
- Delta Dental decides to terminate this Dental Plan by giving written notice to us 90 days prior to termination.

Your coverage will end if any of the following occurs:

- You use your dental benefits fraudulently or you fraudulently misrepresent or conceal material facts in your application. If this happens, Delta Dental will recover any claim payments made.
- Delta Dental will not pay claims if we fail to make payment to Delta Dental when due.

Authority to Terminate, Amend, or Modify

We have the authority to *terminate, amend, or modify the benefits and coverage described in this Summary Plan Description at any time.* Any amendment or modification will be in writing. *If this Dental Plan is terminated, you may not receive benefits.*

CONTINUED COVERAGE (COBRA)

There are some federal and state laws that may affect your dental benefits. These laws apply to continuing your coverage when you are no longer eligible for this Dental Plan.

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 Dental Plan if coverage is lost due to any of the following qualifying events:

- Death of the employee covered under this Dental Plan.
- 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 Dental Plan 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 us of a dissolution of marriage, legal separation or a child losing eligibility status.

If you wish to continue your benefits, you must complete an election form and submit it to us 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 us for the continuation of benefits under this Dental Plan. 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 us within 60 days after the determination.

If you lose your coverage, contact us. We will 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 we cease 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.

COVERAGE CHANGES
EVENTS CHANGING COVERAGE

Certain events may require you to change who is covered by this Dental Plan. These events may 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 a child age 26 or older

Death

Beneficiary who is an Eligible Child (and no longer meets eligibility requirements) reaches age 26

Divorce, Annulment, or Legal Separation of a participant

Exhaustion of COBRA Coverage

Marriage

Spouse or Child Loses Eligibility for Qualifying Dental Coverage or we cease contributions for 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 Dental Plan.

NOTIFICATION OF CHANGE

You must notify us within 31 days of the date of the event that changes the status of your eligibility except birth or adoption of a child. 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 or adoptions. 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 (except birth or adoption of a child which is 60 days), the person(s) affected may lose important coverage.

COVERAGE TERMINATION
EFFECTS OF TERMINATION

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

- *Delta Dental will not pay* for any services or supplies provided after the date the coverage is terminated.
- This Dental Plan *will retain legal rights*. This includes the right to initiate a civil action based on fraud, concealment, or misrepresentation.

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

DELTA DENTAL'S RIGHT TO RECOVER PAYMENTS

PAYMENT IN ERROR

If for any reason Delta Dental makes payment under this Dental Plan in error, Delta Dental may recover the amount Delta Dental paid.

SUBROGATION

Once you receive benefits under this Dental Plan arising from an illness or injury, the Dental Plan 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 Delta Dental know about any potential claims or rights of recovery related to the illness or injury;
- You will furnish any information and assistance that Delta Dental determines Delta Dental will need to enforce the Dental Plan's rights;
- You will do nothing to prejudice the Dental Plan's rights and interests;
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting Delta Dental's written permission;
- You must reimburse Delta Dental to the extent of benefit payments made under this Dental Plan if payment is received from the other party or parties;
- You must notify Delta Dental if you or your beneficiaries have the potential right to receive payment from someone else;
- You must cooperate with Delta Dental to ensure that Delta Dental's rights to subrogation are protected.

OTHER INFORMATION

NOTICE

You may send any notice to the Dental Plan at the following address:

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

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

You may contact our Claims Administrator at the following address:

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

NONASSIGNMENT

Benefits for Covered Services described in this Summary Plan Description are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Any attempt to assign your rights under this Dental Plan 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 Summary Plan Description 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 Dental Plan 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 Delta Dental because of a claim under this Dental Plan, or because of the alleged breach of the terms of this Dental Plan more than two years after the end of the calendar year in which the services or supplies were provided.

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

Assignment of Rights

This Dental Plan will provide payment of benefits for Covered Services to a participant, 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 Dental Plan, nor will it affect Delta Dental's determination of any benefits paid to you.

Acquisition by States of Rights of Third Parties

If payment has been made by Medicaid and Delta Dental has a legal obligation to provide benefits for those services, then Delta Dental 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 hotline 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

www.deltadentalia.com
claims@deltadentalia.com