



# Dental Benefits Handbook



Delta Dental of South Dakota

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## Welcome

Delta Dental of South Dakota has been selected by the State of South Dakota to provide your group dental coverage. All of us at Delta Dental are pleased to bring these important benefits to you and any dependents you have enrolled for coverage.

It is important for you to read this dental benefit handbook with the summary of benefits page inserted. The summary of benefits lists the specific benefits of your group dental coverage. Together, the dental benefit handbook and the summary of benefits are your certificate of insurance.

This handbook is not the insurance policy. It is merely evidence of insurance provided under the contract between Delta Dental and your employer. All benefits are paid according to the terms, conditions and provisions of your group's contract. This handbook describes the essential features of such insurance. This handbook replaces and supersedes all booklets, endorsements and riders that we may have previously issued to you prior to the effective date of this handbook. The contract issued to your employer is the complete document of insurance and governs all claims processing. It will serve as Delta Dental's primary resource when answering questions regarding your dental claims. You may examine your group's contract any time by contacting your employer or Delta Dental during normal business hours.



Delta Dental of South Dakota  
Group #2716  
State of South Dakota – Enhanced Plan  
Summary of Benefits

% Paid by  
Delta Dental

**100% Diagnostic and Preventive Services**

- Routine examinations - two per coverage year.
- Routine dental cleaning (prophylaxis) - two per coverage year.
- Bitewing x-rays - one per coverage year.
- Full mouth/panoramic x-rays - one in any five-year interval.
- Fluoride applications - two per coverage year up to age 19.
- Space maintainers (fixed, band type) on primary posterior teeth up to age 14.
- Dental sealants - once for unrestored 1st and 2nd permanent molars of children up to age 16.

**80% Routine and Restorative Services**

- Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings.
- Nonsurgical extractions.
- Emergency treatment for relief of pain.
- Periodontal maintenance.
- Denture repair.
- Anesthesia - in conjunction with surgical service.

**50% Endodontics and Periodontics\***

- Root canals.
- Treatment of diseases of the tissues supporting the teeth.

**50% Major Services\***

- Crowns when teeth cannot be restored with another filling material.
- Prosthetics - bridges, partial dentures, complete dentures, and implants.
- Surgical extractions.

**50% Orthodontics\***

- Treatment necessary for the proper alignment of teeth.

**Lifetime Orthodontic Benefit:** \$1,500 per person

**Deductible:** \$25 per person per coverage year. The deductible does not apply to orthodontic services.

**Annual Maximum Benefit:** \$1,500\* per person per coverage year. All services (except Braces) are subject to the annual maximum benefit and will not be paid if your annual maximum benefit has been reached.

**Coverage Year:** July - June

New employees will be effective one month and one day from the date of hire.

Dependent children are covered to age 26. Dependent children who are full-time students are covered to age 29.

\* One year wait for late enrollees (waived for all 7/1/15 enrollees).

# Smile Smart for Your Health

If you or someone on your dental policy has any of the following health conditions, you/they are eligible for additional benefits through our **Smile Smart for Your Health** program.

- Gum (periodontal) disease (4 cleanings\*, 2 applications of fluoride varnish per coverage year)
- Diabetes (4 cleanings per coverage year)
- Pregnancy (1 additional cleaning during the time of pregnancy)
- High-risk cardiac conditions (4 cleanings per coverage year)
- Kidney failure or undergoing dialysis (4 cleanings per coverage year)
- Undergoing cancer-related chemotherapy and/or radiation (4 cleanings, 2 applications of fluoride varnish per coverage year)
- Suppressed immune systems (4 cleanings, 2 applications of fluoride varnish per coverage year)
- At risk for oral cancer (brush biopsy test for early detection of oral cancer/precancerous cells)

Let your dentist know and he/she will note the condition on your claim form. If you have questions regarding this program call customer service at 1-877-841-1478.

*\* Periodontal maintenance cleanings are covered under the "Root Canals and Gum and Bone Diseases" category, not the "Check-Ups and Routine Teeth Cleaning" category. Your dentist may or may not charge for exams related to added periodontal maintenance or cleanings. The additional exams are not covered.*

# Maximum Bonus Account

Members who pay attention to their oral health, with an emphasis on diagnostic, preventive and simple restorative procedures, traditionally leave unused benefits behind. With Delta Dental of South Dakota's Maximum Bonus Account (MBA), \$250 of the members' unused benefits may be placed in a special MBA account and can be carried over and added to the benefits available in future years. This option offers members new flexibility and helps them if they need more extensive and costly dental treatment later.

What members are eligible?

- The members must have been covered under the plan for at least one full benefit year.
- The members must have completed all benefit waiting periods included in their plan before beginning to accrue MBA benefits.
- The members must have submitted at least one claim for a covered service (non-orthodontic) during the benefit year.
- The total cost of the claim(s) applied to the member's annual maximum must be less than \$750.
- The total amount available in the member's account can grow to an amount equal to the plan's annual maximum - \$1,500.
- Each covered family member will have his/her own account.
- If you move from the Enhanced plan to the Base plan or have a break in coverage, you will lose your account balance.
- Delta Dental will credit Enhanced Plan members with the Dental Rewards balance from their prior carrier. To preserve your Dental Rewards carryover benefit, you must see a dentist during the FY15 plan year and maintain continuous enrollment in the Enhanced Plan.

Note: MBA does not apply to orthodontic benefits which are still based on the group's lifetime orthodontic benefit.

# Definitions

**Alternate benefit** is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.

**Amalgam** is a silver material used to fill cavities that is placed on the tooth surface (that is used for chewing) because it is a particularly durable material.

**Annual maximum benefit** is the maximum benefit each member is eligible to receive for certain covered services in a coverage year. The annual maximum benefit is reached from claims paid during a coverage year. This amount is shown on the summary of benefits sheet.

**Apicoectomy** is a surgical removal of the apex or tip of a root in order to remove diseased tissue.

**Approved amount** is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan's payment as well as the patient's deductible and/or co-insurance.

**Benefits** are services covered under a dental plan.

**Caries** is a term that is used for tooth decay.

**COBRA** or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.

**Co-insurance** is the percentage of dental expenses you pay after the deductible is met, until you reach your annual maximum benefit.

**Completion date** is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.

**Composite** is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.

**Coverage percentage** means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.

**Coverage year** is the 12-month period over which a group's deductibles, maximums and other provisions apply. Also known as the benefit year. Your coverage year is July – June.

**Crown** is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.

**Debridement** is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.

**Deductible** is the dollar amount you pay for covered services in a coverage year before benefits are available under this handbook. This amount is shown on the summary of benefits sheet in the front of this handbook.

**Dependents** are a subscriber's spouse, and children (under age 26 or 29 if a full-time student).

**Dentures (complete/partial)** replace missing permanent teeth with a removable set of artificial teeth.

**Endodontist** is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.

**Exclusion** is a dental service or procedure not covered by a dental program.

**Explanation of benefits** is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.

**Fluoride** is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.

**General anesthesia** is a patient induced state of unconsciousness determined by the provider to complete treatment.

**General dentist** is a dentist who provides a full range of dental services for the entire family.

**Health Insurance Portability and Accountability Act of 1996** is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.

**ID number** is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.

**Implant** is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.

**Late enrollee** is a subscriber or dependent that does not enroll in the plan when initially eligible.

**Lifetime maximum** means that, in a member's lifetime, total benefits are limited by dollar amount for the benefit category of orthodontics (braces). This amount is shown on the summary of benefits sheet.

**Limitations** are restricting conditions — such as age, period of time covered, and waiting periods — under which a group or individual is insured.

**Maximum plan allowance** is the total dollar amount allowed under the contract for a specific benefit. The maximum plan allowance will be reduced by any deductible and coinsurance the subscriber or covered dependent is required to pay.

**Non-participating dentist** is a state-licensed dentist who does not have a written participation agreement with Delta Dental.

**Open enrollment** is the once a year time period (usually the first month of your coverage year, as shown on the summary of benefits sheet) in which an employee can enroll in the plan or make changes to their coverage (e.g. change from single coverage to family).

**Orthodontics** is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.

**Orthodontist** A dentist who corrects misaligned teeth and jaws, usually by applying braces.

**Oral surgeon** is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.

**Participating dentist** is a licensed dentist who has signed a Delta Dental service agreement. Delta Dental's payment and the patient's payment, if any, are to be accepted by the contracting dentist as payment in full. Delta Dental's payment is sent directly to the contracting dentist. To find a participating dentist go to [www.deltadentalsd.com](http://www.deltadentalsd.com). Click on "Find a Dentist" and enter your city or zip code.

**Pediatric dentist** is a dentist who generally limits his/her practice to children and teenagers. Also known as Pedodontist.

**Periodontist** is a dentist who treats diseases of the gums.

**Periodontal scaling/root planing** is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.

**Primary insurance** is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.

**Prophylaxis** is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.

**Pulpotomy** is a partial removal of the pulp.

**Radiograph** is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as x-ray.

**Root canal therapy** is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.

**Sealant** is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.

**Secondary insurance** is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.

**Space maintainer** is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.

**Subscriber** means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.

**Summary of benefits** is a listing of the specific benefits and benefit limitations for dental services provided under the terms of your group's contract. The summary of benefits is provided as a sheet inserted in this handbook.

**Treatment plan** is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.

**Waiting period** is a period of time defined by the dental contract before benefits are covered.

**Wisdom tooth** is the adult molar tooth that is furthest back in the mouth. Also called a third molar. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.

**X-ray** is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.

# Participating Dentists

Participating dentists signed an agreement with Delta Dental and agree to abide by certain guidelines, such as not charging Delta Dental subscribers more than the pre-approved fees. This may result in savings. When you receive services from dentists who participate with Delta Dental of South Dakota or any other Delta Dental, all of the following statements are true:

- Participating dentists agree to file claims for you.
- Claims are paid directly to participating dentists. You are responsible to pay your dentist for any deductible, coinsurance, or non-approved charge.
- Participating dentists agree to file a Predetermination of Benefits when you have a treatment plan exceeding \$500.

# Non-Participating Dentists

When you receive services from non-participating dentists, you will not receive any of the advantages that our agreement offers. As a result, when you receive services from non-participating dentists, all of the following statements are true:

- Non-participating dentists do not accept Delta Dental's pre-approved fees. This means you are responsible for any difference between their charge and what Delta Dental pays.
- Non-participating dentists are not responsible for filing your claims.
- Claims are paid to you. You are responsible for paying your dentist for claims as well as any deductible, coinsurance, or non-approved charge.
- Non-participating dentists do not agree to file Predetermination of Benefits for you.
- Non-participating 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 non-participating dentist for "infection control." (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, Delta Dental dentists incorporate these costs into their normal fees and do not charge an additional fee for "infection control.")

# Benefits

## Diagnostic and Preventive Services

### **Dental Cleaning (Prophylaxis)**

Removing plaque, tartar (calculus), and stain from teeth.

*Limitation: Dental cleaning is a benefit twice per coverage year.*

### **Oral Evaluations (Exams)**

*Limitation: Dental examinations are a benefit twice per coverage year.*

### **Fluoride Applications**

*Limitation: Fluoride applications are a benefit only when applied by dental professionals. Fluorides are a benefit twice per coverage year up to age 19.*

## **X-Rays (Radiographs)**

### **Bitewing X-Rays**

*Limitation: Bitewing x-rays, regardless of the number taken, are a benefit once per coverage year.*

### **Full-Mouth/Panoramic X-Rays**

Full-mouth x-rays are a combination of individual x-rays such as periapicals, bitewings or occlusal films taken by a dentist on the same service date.

*Limitation: Full-mouth or panoramic x-rays are a benefit once every 5 years.*

### **Occlusal and Extraoral X-Rays**

*Limitation: These x-rays are a benefit once per coverage year.*

### **Periapical X-Rays**

*Limitation: These x-rays are a benefit on an as needed basis determined by your dentist, not to exceed benefits/limitations outlined as full-mouth x-rays.*

## **Sealant Applications**

Filling decay-prone areas of the chewing surface of molars.

*Limitation: Sealant applications are a benefit once for unrestored 1st and 2nd permanent molars for eligible dependent children up to age 16. Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a filling/restoration are not a benefit.*

## **Space Maintainers for Missing Primary Back Teeth**

*Limitation: Space maintainers are a benefit only for dependent children up to age 14.*

## **Routine and Restorative Services**

### **Emergency Treatment (Palliative Treatment)**

Emergency treatment for temporary relief of dental pain or infection.

### **General Anesthesia/Sedation**

*Limitation: General anesthesia and intravenous sedation are benefits only when provided in conjunction with six or more routine extractions, surgical extractions and other covered surgical procedures and when billed by the treating dentist.*

### **Routine Restoration of Decayed or Fractured Teeth**

Restoring the tooth with silver (amalgam) fillings, tooth colored (composite/resin) fillings, and pre-formed or stainless steel restorations.

*Limitation: These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.*

### **Nonsurgical Extractions**

Removal of teeth when they are above the gum line.

### **Periodontal Maintenance Therapy**

Includes various maintenance services such as pocket depth measurement, dental cleaning (oral prophylaxis), removal of stain, and root planing and scaling.

*Limitation: This procedure must follow conservative or complex periodontal therapy and is allowable twice per coverage year. This procedure replaces the dental cleaning benefit (prophylaxis) described under the Diagnostic and Preventive section.*

### **Denture Repair**

## **Major Services**

### **Apicoectomy/Periradicular Surgery**

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

### **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.

*Limitation: If retreatment is required, it is a benefit following 24 months from the completion of the original root canal and limited to one retreatment per tooth.*

### **Full Mouth Debridement (Difficult Cleaning)**

*Limitation: Full mouth debridement is a once in a lifetime benefit if you have no history of a dental cleaning with Delta Dental.*

### **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 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 once in 36 months/3 years for each quadrant of the mouth for natural teeth only. A quadrant is one of the four equal sections of the mouth into which the jaws can be divided.*

### **Major 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.

*Limitation: Procedures in this category are available once every 5 years beginning from the date the major restoration is cemented in place. This includes teeth crowned and then extracted within the five year period and replaced with a bridge or implant crown. Procedures in this category are not a program benefit under age 12.*

## **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 are a benefit only if the tooth cannot be restored with a routine filling.

*Limitation: Crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), allergies, or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit. Crowns are a benefit following root canal treatment only when significant amount of tooth structure is missing due to decay and/or fracture and cannot be restored with a routine filling. If sufficient tooth structure remains, benefits are not allowed.*

*Coverage for an all porcelain/resin crown (non-metal) is limited to the six front (anterior) teeth on both the upper and lower jaw/arch. An alternate benefit will be made (porcelain to metal on bicuspid and 1st molars; cast metal for 2nd and 3rd molars).*

*Coverage for a porcelain/resin to metal crown is limited to the front teeth through your first molar on both the upper and lower jaw/arch. An alternate benefit of cast metal crown will be made for 2nd and 3rd molar teeth.*

*Crown replacement due to porcelain fracture is not a benefit.*

## **Inlays Restorations**

Restoring a tooth with a cast metal or porcelain filling.

*Limitation: These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.*

## **Onlays Restorations**

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration. The same criteria for crown coverage applies to onlays.

## **Posts and Cores**

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

## **Recementation of Major Restorations**

*Limitation: Once per lifetime.*

## **Prosthetics**

Prosthetics are fixed bridgework, partial and complete dentures, and implants used to replace missing permanent teeth. Bridges and dentures (partial or complete) are a benefit once every 5 years from the date they are placed and then only if the existing prosthetic is unserviceable whether or not Delta Dental paid for the original dental procedure under this plan. Fixed bridges and partial/complete dentures or implants are provided when chewing function is impaired due to missing teeth. Procedures in this category are not a program benefit under the age of 16.

## **Bridges**

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Bridge repairs are also covered.

*Limitation: Bridges which are supported by dental implants are limited to the amount paid for a bridge supported by natural teeth.*

### **Dentures (Complete and Partial)**

Replacing missing permanent teeth with a dental prosthesis that is removable.

*Limitation: Dentures which are supported by surgically placed dental implants will be limited to the amount paid for a conventional complete denture.*

### **Denture Adjustments**

*Limitation: Denture adjustments are limited to two per denture per coverage year after 6 months has elapsed since initial placement.*

### **Denture (Complete and Partial) Relines**

*Limitation: Denture relines will be limited to once every three years.*

### **Denture (Complete and Partial) Rebase**

*Limitation: Dentures and/or denture rebase will be limited to once every five years.*

### **Tissue Conditioning**

*Limitation: Tissue conditioning is limited to two per denture every 36 consecutive months.*

### **Implants**

Coverage is provided when chewing function is impaired due to missing teeth and could include surgical placement or removal of implants or attachments to implant.

### **Surgical Extractions**

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.

*Note: A predetermination of benefits is highly encouraged for wisdom teeth (third molar) extractions.*

## **Orthodontics**

Orthodontics are services for the proper alignment of teeth.

*Limitation: Surgical exposure of impacted or unerupted teeth for orthodontic reasons are not covered.*

*Limitation: Invisalign orthodontic treatment is considered optional treatment. If provided, the benefit will be approved for standard orthodontic care and you will be responsible for any difference in fee.*

When an orthodontic treatment plan is submitted and approved, Delta Dental of South Dakota will make an initial payment of up to \$1,000. If your lifetime orthodontic maximum (see summary of benefits sheet at the beginning of this handbook) is greater than \$1,000, a second payment will be made 12 months later as long as coverage still exists.

If orthodontic treatment is stopped for any reason before it is completed, Delta Dental of South Dakota will pay only for services and supplies actually received. No benefits are available for charges made after treatment stops.

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

### **Diagnostic Cast**

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

# Exclusions

This handbook *does not* provide benefits for dental treatment listed in this section. Even if the treatment is not specifically listed as an exclusion, it may not be covered. Call us at 1-877-841-1478 if you are unsure if a certain service is covered.

## **Allergies**

You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.

## **Anesthesia or analgesia**

You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.

## **Broken appointments**

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

## **Cleaning of prosthetic appliance**

Your plan does not cover the cost of cleaning removable partials or dentures.

## **Completion of form**

Your plan does not cover any charges to complete forms.

## **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 unless otherwise noted on the summary of benefits sheet at the front of this handbook.

## **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.

## **Crowns not meant to restore form and function**

You are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.

## **Desensitization materials**

You are not covered for desensitization materials or their application.

**Drugs**

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

**Duplicate dentures**

Your plan does not cover any charges for the duplication of dentures.

**Duplication of dental records**

Your plan does not cover any charges for the duplication of dental records.

**Effective date**

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

**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 trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

**General anesthesia/sedation**

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

**Government programs**

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

**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. Participating 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 a lost or stolen dental appliance or charges for duplicate dentures.

**Medical services or supplies**

You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.

**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.

**Night guard/occlusal guards**

Your plan does not cover appliances for bruxism, grinding or clenching of teeth.

**Orthodontic appliances - repair, replacement, or duplicate**

You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance, even if orthodontics is a covered benefit.

**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 contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.

**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, unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet at the front of this handbook.

**Periodontal splinting**

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

**Provisional (temporary) crowns, bridges or dentures**

You are not covered for services or supplies for provisional crowns, bridges or dentures.

**Sealants for primary teeth, wisdom teeth, or restored teeth**

You are not covered for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration. Coverage only applies to 1<sup>st</sup> and 2<sup>nd</sup> permanent molars, non-decayed, non-restored. This is a once in a lifetime benefit per eligible tooth.

**Services provided in other than office setting**

You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.

**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. Includes, but not limited to, copings and precision attachments.

**Temporary or interim procedures**

You are not covered for temporary or interim procedures.

**Temporomandibular joint (TMJ) dysfunction**

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy.

**Termination**

Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.

### **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.

### **Workers' compensation**

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

## **Predetermination of Benefits**

A predetermination of benefits tells you and your dentist what is covered and how much will be paid on your treatment plan. It also determines that services are dentally necessary and appropriate.

### **When to submit a treatment plan**

After an examination, your dentist may recommend a treatment plan. If the plan involves crown(s), bridgework, dentures, or implants costing over \$500 ask your dentist to send the treatment plan with x-rays to Delta Dental. If your dentist is a non-participating dentist, you will need to send the treatment plan, x-rays and supporting information to the address below. Delta Dental will determine benefit coverage, what portion of the cost we will pay and what portion you will be responsible for. You and your dentist will receive a predetermination of benefits form with this information on it. The predetermination of benefits is valid for 120 days from the date issued. Before you schedule dental appointments, you and your dentist should discuss the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

Predetermination of Benefits  
Delta Dental of South Dakota  
PO Box 1157  
Pierre, SD 57501

### **The treatment plan review**

Once we receive the treatment plan and proper documentation, we will let your dentist know if the treatment plan is approved. We will take one of the following actions:

- accept it as submitted.
- recommend an alternative benefit.
- deny the treatment plan because:
  - the procedure is not a benefit under your policy;
  - you did not receive an evaluation after we asked you to; or
  - the procedure is not dentally necessary and appropriate.

### **Appeal**

If we deny a treatment plan, you or your dentist can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to get an evaluation from another dentist. We will pay for the evaluation. **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.

## Notice of claim

An enrollee must submit a claim within one year after the service. This notice should identify the insured and their ID number.

## Claim forms

A participating dentist will submit claims for you. If you receive services from a non-participating dentist who does not file a claim for you, you can contact us at 1-877-841-1478 for a claim form or go to [www.deltadentalsd.com](http://www.deltadentalsd.com). Click on “Subscribers”, then “Claim Form”. You can mail the claim form to:

Claims

Delta Dental of South Dakota

PO Box 1157

Pierre, SD 57501

## Proof of loss

Written or electronic proof of loss must be sent to Delta Dental. Written or electronic proof must be given within one year after the date of loss. If you submit your own claim form, you will satisfy the requirements of written proof of loss. The proof must describe the occurrence, extent and nature of the loss.

## Legal actions

No lawsuit or action in equity can be brought to recover on this policy: (1) before 60 days following the date proof of loss was given; or (2) after 3 years following the date proof of loss is required.

## When to file your claim

After your procedure is completely finished, you should file a claim if your dentist has not filed one for you. Our policy is to send payment after treatment is completed. For example, we will send payment when: a crown is placed, a fixed or removable prosthesis is placed, or a root canal is filled.

## Reasons your claim may be denied

Even though a procedure may appear in the *Benefits* section of this policy, you should note that before you are eligible to receive benefits, we consider the following:

## Dentally necessary and appropriate

A key general condition in order for you to receive benefits for any dental service is that it must be dentally necessary and dentally appropriate. Even a service that is listed as covered may be excluded if it is not dentally necessary and appropriate under the circumstances. Unless otherwise required by law, Delta Dental determines whether a service is dentally necessary and appropriate, and that decision is final and conclusive. Even though a dentist may recommend a dental procedure or supply, it may not be dentally necessary and appropriate.

## Is the procedure dentally necessary?

- The diagnosis is proper.
- The service is dentally appropriate for the symptoms, diagnosis, and direct treatment necessary to preserve or restore the 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?

- The treatment is the most appropriate procedure for your individual circumstances.
- The treatment is consistent with professionally recognized standards of dental care and complies with criteria adopted by Delta Dental in terms of type, frequency, setting, timing, duration, and is considered effective for your symptoms and diagnosis.
- The treatment is not provided primarily for your convenience or the convenience of your dentist.
- An alternative dental procedure or supply may meet the criteria of being dentally appropriate. We reserve the right to approve the least costly alternative. **If you receive alternative services other than the least costly, you are responsible for paying the difference.**

### Is the procedure subject to limitations or exclusions?

- Procedures that are not dentally necessary or appropriate.
- Procedures that are not covered by this policy. See the *Exclusions* section.
- Procedures that have limitations associated with them. For example, teeth cleaning is covered twice per coverage year. More frequent teeth cleaning is usually not a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See the *Benefits* section for a description of covered procedures and limitations associated with certain procedures.
- Procedures that have reached the annual maximum benefit. See the summary of benefits sheet at the beginning of this policy.
- Any difference between the charge and what Delta Dental allows. **Please note: This only applies if you receive services from a non-participating dentist.**

### Delta Dental's reply

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

### Reviewing records

If you would like copies of records relevant to your claim, contact us at the following address or call 1-877-841-1478. Please allow two business days for us to process your request.

Delta Dental of South Dakota  
PO Box 1157  
Pierre, SD 57501

## Coordination of Benefits

### Filing when you have other coverage

Coordination of benefits is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given treatment plan. Dual coverage does not affect benefit frequency limitations (i.e. If you are covered under two policies and each policy allows for two exams and two cleanings per year you will only be eligible for two exams and two cleanings, not four exams and four cleanings).

If a subscriber or eligible dependent is covered for dental benefits or services by another dental contract, arrangement, or insurance policy, Delta Dental's liability for payment will be determined on the following basis:

1. The benefits of the plan which covers the person as an employee, member or subscriber are determined before those of the plan which covers the person as a dependent;
2. If two or more plans cover the same child as a dependent of different persons:
  - a) The benefits of the plan of the parent whose birthday\* falls earlier in a year are determined before those of the plan of the parent whose birthday\* falls later in that year;
  - b) If both parents have the same birthday\*, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
  - c) If the other plan does not have the rule described in section 2a) but has a rule based upon the gender of the parent and, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits;
3. If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in the following order:
  - a) First, the plan of the parent with custody of the child;
  - b) Second, the plan of the spouse of the parent with custody of the child; and
  - c) Third, the plan of the parent not having custody of the child.
  - d) There are no benefits available under the plan of the spouse of the parent without custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, the benefits of that plan are determined first.

\*The term "birthday," as used in this section, means the month and day, rather than the year, in which the person was born.

### **Right to receive and release needed information**

Delta Dental has the right to decide the facts it needs to apply these rules. Delta Dental may get needed facts from or give them to any other organization or person without the consent of the insured but only as needed to apply coordination of benefits rules. Medical and dental records remain confidential as provided by applicable state and federal law. Each person claiming benefits under this plan must give Delta Dental any facts it needs to process the claim.

### **Right of recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under coordination of benefits, it may recover the excess, at its option, from one or more of: (1) the persons it has paid or for whom it has paid; (2) insurance companies; or (3) other organizations. The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

# Eligibility

## Covered employee

You are eligible for coverage under your group's contract while you are a regular employee of the group who averages the number of hours as determined by the group's contract and who has completed any waiting period indicated on the summary of benefits. You may also be covered by your group's contract if you no longer meet these conditions but have elected to continue coverage as described in the **Continued Coverage (COBRA)** section of this handbook.

## Covered dependents

If you are enrolled for family coverage, the following persons may be covered under your group's contract as your dependents.

1. Your lawful spouse.
2. Your dependent children including step- and adopted children and children placed for adoption with you. See your summary of benefits sheet for child and student age limitations.
3. Unmarried dependent children who are full-time students at a high school, accredited school, college or university. The number of hours required per semester for a full-time student is based on the school's definition, although this is generally 12 hours or more. Full-time students will not be covered under this plan when they are not attending school (i.e. if they take a semester off). Full-time students will not be covered during the summer if they do not resume school as a full-time student in the fall (unless your employer has determined otherwise).
4. Children dependent on you because of physical or mental incapacity.
5. Dependents in military service are not covered by your group's contract.
6. Dependents no longer meeting the above requirements because of divorce or separation from an Eligible Employee, or the end of a child's dependency status may elect to continue coverage. Please see the **Continued Coverage (COBRA)** section of this handbook.

## Effective dates of coverage

You are covered by your group's contract beginning on the first day the contract becomes effective or as determined by your group's contract. Your eligible dependents are covered beginning on the first day you become covered under your group's contract if you elect coverage for them. Changes in enrollment due to birth or adoption must be received by Delta Dental within sixty days of the birth or adoption. An eligible employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The eligible employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

## Changes in coverage

You may change your enrollment in this dental plan if you experience a qualifying event such as a change in marital status, the acquisition of a dependent or the loss of coverage through your spouse's plan. The enrollment change will be effective the first of the month following the qualifying event. Notification of this enrollment change must be received by Delta Dental within 30 days of the qualifying event. The change in coverage must be consistent with the qualifying event. You may change your enrollment without a qualifying event if an open enrollment period is offered by the group. Elective coverage changes can be considered by Delta Dental only at that time. **Notices.** Notice to your employer or Delta Dental will be considered sufficient if mailed to each party's regular office address. Notices to you, as a subscriber, will

be considered sufficient if mailed to your last known address or the last known address of your group. It is the responsibility of your group to notify you regarding changes or termination of your coverage.

## **Termination of coverage**

Your coverage and that of your covered dependents ceases on the day you or your covered dependents are no longer eligible (check with your employer) or the day your group's contract is terminated. If you or your dependents lose eligibility under the plan, you or your dependents may elect to continue coverage as described in the **Continued Coverage (COBRA)** section of this handbook. A dental procedure is incurred on the date it is completed. Dental procedures are considered for benefits if they are incurred during the contract term and a claim is filed within six months after the date it is incurred.

## **Qualified Medical Child Support Order (QMCSO)**

If you have a dependent 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 dependent that the order has been received. Your employer also will inform you and the dependent of the employer's procedures for determining whether the order is a Qualified Medical Child support Order.

Within a reasonable time after receiving the order, your employer will decide whether the court order is a qualified Medical Child Support Order and will notify you and the dependent of that determination.

# **Continued Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows you to self-pay for continued dental coverage in certain circumstances where your coverage through a group dental plan would otherwise end. This section outlines your continued dental coverage rights under the COBRA legislation.

## **Qualifying event for continued coverage**

A qualifying event is an occurrence causing a covered employee, spouse or dependent to lose group dental coverage, qualifying them for continued coverage under the COBRA extension.

## **Continued coverage for employees**

Continued coverage is an option for employees if any of the following qualifying events occurs: Termination of employment (voluntary or involuntary, except for reasons of gross misconduct) or reduction of hours.

## **Continued coverage for the spouse of an employee**

Continued coverage for the spouse of an employee is an option if coverage is lost because any of the following qualifying events occur:

- Death of the spouse-employee.
- Termination of the spouse-employee's job for other than gross misconduct.
- Reduction of the spouse-employee's hours.
- Divorce or legal separation from the spouse-employee.
- Enrollment of the spouse-employee in Medicare.

## Continued coverage for a dependent child

Children born to or adopted by an employee while the employee is on COBRA continuation coverage are eligible for COBRA continuation coverage as dependents of the employee. Continuation coverage for a dependent child of an employee is an option if any of the following qualifying events occur:

- No longer a dependent child as defined by this dental plan.
- Death of the parent-employee.
- Termination of the parent-employee's job for other than gross misconduct.
- Reduction of the parent-employee's hours.
- Divorce or legal separation of the parents.
- Parent-employee is enrolled in Medicare.
- The child is born to or adopted by the employee while the employee is on continued coverage.

## Length of continued coverage

Your dental care coverage may continue according to the following schedule:

18 months: If qualifying event is job termination or reduction of hours.

29 months: For qualified beneficiaries who are totally disabled under Social Security either at the time of the qualifying event or during the first 60 days of COBRA continuation coverage.

36 months: For all other qualifying events (including death, divorce and over age dependent).

## Notification process

Your employer will advise Delta Dental if you lose coverage under this dental plan due to one of the qualifying events listed. You will be notified of your self-pay options and the dental plan's monthly costs. You will then have up to 60 days to decide whether to purchase continued coverage.

If your spouse or dependent child loses coverage due to one of the qualifying events listed, the person seeking the coverage extension must notify your employer. This individual will be informed of his or her self-pay options and will have 60 days from the qualifying event or notice of the qualifying event to decide whether to purchase the coverage.

## Termination of continued coverage

Continued coverage following a qualifying event is a right provided by COBRA legislation. It is important to note, however, that continued dental coverage can be terminated for any of these reasons:

- An individual fails to make a timely premium payment.
- The employer ceases to offer a group dental plan.
- Coverage begins under another group dental plan as a result of employment or remarriage.
- An individual enrolls in Medicare after electing COBRA continuation and then becomes qualified for Medicare.
- A qualified beneficiary finds new coverage, unless the new coverage contains a pre-existing condition limitation that affects the benefits available to the qualified beneficiary under the new coverage.

A person with continued dental coverage who finds new coverage with a pre-existing limitation will be allowed to maintain the continued coverage even though he or she is otherwise covered by a new dental plan.

If you have any questions about continued dental benefits, the human resources department at your company should be able to help you.

## Rights of Recovery (Subrogation)

Delta Dental has the right to recover claim payments made to you should you be compensated for damages by another party. (e.g. If you are in an accident and Delta Dental pays a claim for dental problems caused by the accident, we can request a refund from you if you receive compensation from the other party (or their insurance company) involved in the accident.

## Delta Dental's Liability

In no instance is Delta Dental liable for any conduct, including but not limited to tortuous conduct, negligence, or wrongful acts or omissions by any person, including but not limited to subscribers, dentists, dental assistants, dental hygienists, hospitals or hospital employees receiving or providing services. In no instance is Delta Dental liable for services of facilities that, for any reason, are unavailable to you.

## Grievance Procedures

### Applicability

The following procedures apply to adverse determinations and grievances in the payment of claims within our network of benefits.

### Definitions

**Adverse determination** – Any determination that denies, reduces, terminates, or fails to provide or make payment, in whole or in part for a benefit.

**Authorized representative** – A person to whom a covered person has given consent to represent the covered person for purpose of these procedures, a person authorized by law to provide substituted consent for a covered person, a family member of the covered person or the covered person's treating health care professional if the covered person is unable to provide consent. For any urgent care request, the term includes a health care professional with knowledge of the covered person's dental/medical condition.

**Grievance** – A written complaint (or oral complaint if the complaint involves an urgent care request), submitted by or on behalf of a covered person regarding:

1. Availability, delivery, or quality of dental services
2. Claim payment, handling, or reimbursement for dental services; or
3. Any other matter pertaining to the contractual relationship between a covered person and Delta Dental.

**Health care professional** - A dentist, or other health care practitioner licensed accredited or certified to perform specified health services consistent with state/federal law.

**Prospective grievance** - A request to change an adverse determination that the plan must approve in whole or in part in advance of the covered person obtaining care or services

**Retrospective grievance** - A request to an adverse determination for care or services already received by the covered person.

**Urgent care request** - A request for a dental care service or course of treatment for which the time periods for making an urgent care request determination:

1. Could seriously jeopardize the life or health of the covered person or the ability of the covered person to regain maximum function; or
2. In the opinion of a health care professional with knowledge of the covered person's dental/medical condition, would subject the covered person to severe pain that cannot be adequately managed without the dental care to treatment that is the subject of the request.
3. Except as provided in 1, in determining whether a request is to be treated as an urgent care request, Delta Dental must apply the judgment of a prudent layperson that possesses an average knowledge of health and medicine. Any request from a health care professional with knowledge of the covered person's dental/medical condition.

### **First Level Reviews of Adverse Determinations or Grievances**

The covered person or authorized representative has 180 days from the receipt of an adverse determination or a grievance to request a first-level review. The covered person or the authorized representative should contact Delta Dental by calling or sending a written grievance to the following address:

Delta Dental of South Dakota  
PO Box 1157  
Pierre, SD 57501  
Phone: 1-877-841-1478

Upon receipt of the request Delta Dental must:

1. Provide the covered person with the name, address and telephone number of a person or department who will coordinate the first-level review.
2. For adverse determinations, designate dental consultant(s) or a health care provider(s) who were not involved in the initial adverse determination and, who have appropriate training and experience in the field of dental/medicine specific to the adverse determination.
3. For all other grievances designate a person/dental consultant or persons/dental consultant(s) to conduct the review who were not involved in the initial matter that is the subject of the grievance.
4. Within three days after receipt of the request, Delta Dental must notify the covered person of the following:

- a. The covered person has the right to submit and the reviewers have a duty to take into consideration all comments, documents, records and other information regarding the request for services submitted by the covered person, even if it was not considered in the initial decision.
- b. The covered person has the right to receive from Delta Dental, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the covered person's request for benefits. A document, record, or other information must be considered relevant if it:
  - i. Was relied upon in making the benefit determination;
  - ii. Was submitted, considered or generated in the course of making the determination, even if it was not relied upon in making the benefit determination;
  - iii. Demonstrates that, in making the benefit determination, Delta Dental or its dental consultant(s)/designated representatives consistently applied required administrative procedures and safeguards for the covered person the same as for other similarly situated covered persons; or
  - iv. Constitutes a statement of policy or guidance for the dental benefit plan concerning the denied dental care service or treatment for the covered person's diagnosis, even if the statement was not relied upon in making the benefit determination.

For first level reviews of adverse determinations for a prospective (pre-service) or retrospective (post-service) review, Delta Dental will make a decision and notify the covered person in writing of its resolution.

**Prospective (pre-service) review grievance:** Delta Dental will notify the covered person or their authorized representative and any provider involved in the appeal of the decision in writing or electronically within 30 calendar days of the receipt of grievance.

**Retrospective (post-service) review grievance:** Delta Dental will notify the covered person or their authorized representative and any provider involved in the appeal of the decision in writing or electronically within 60 calendar days of the receipt of grievance

The written decision for both adverse determinations and grievances shall contain:

1. The titles and qualifying credentials of the person or persons participating in the review process (the dental consultants/reviewers);
2. A statement of the reviewers' understanding of the covered person's grievance;
3. The decision in clear terms and the contract basis in sufficient detail for the covered person to respond further to Delta Dental's position;
4. A reference to the evidence or documentation used as the basis for the decision;
5. Notice of the covered person's right, at any time, to contact the Division of Insurance at 445 East Capitol Avenue, Pierre, SD 57501, 605-773-3563, fax 605-773-5369.
6. For a decision involving a first level review of an adverse determination:

- a. The specific reason or reasons for the adverse determination;
- b. A reference to the specific plan provision(s) on which the determination is based;
- c. A statement that the covered person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the covered person's benefit request;
- d. If Delta Dental used an internal rule, guideline, protocol, or other similar criterion to make the adverse determination: i) the specific criterion; or ii) a statement that a specific criterion was used to make the adverse determination and that the covered person may request a free copy;
- e. If the adverse determination is based on medical necessity, experimental or investigational treatment or similar exclusion or limit, i) an explanation of the scientific or clinical judgment for making the determination, applying the terms of the dental benefit plan to the covered person's medical circumstances, or ii) a statement that the covered person may request a free explanation.
- f. If applicable, instructions for requesting:
  - i. A copy of the criterion used to make the adverse determination, as provided in subsection (d) of this section; or
  - ii. The written statement of the scientific or clinical rationale for the determination, as provided in subsection (e) of this section;
- g. Notice of the covered person's right to bring a civil action in a court of competent jurisdiction.
- h. The statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your state insurance director". Contact may be made to:

South Dakota Division of Insurance  
124 S Euclid Ave, 2nd Floor  
Pierre, SD 57501  
Phone: 605-773-3563  
Fax: 605-773-5369

### **Urgent Care Requests**

Unless the covered person or authorized representative has failed to provide sufficient information for Delta Dental to determine whether, or to what extent, the benefits requested are covered benefits or payable under Delta Dental's plan, Delta Dental must notify the covered person of its determination as soon as possible, but no later than 72 hours after receipt of the request.

If the decision is an adverse determination, Delta Dental must provide the notice below orally, in writing or electronically. If it is orally, Delta Dental must also provide it in writing within three days. The notice must contain:

1. The specific reason or reasons for the adverse determination;
2. A reference to the specific plan provisions on which the determination is based;
3. A description of any material or information needed from the covered person to complete the request, including an explanation of why it is needed
4. A description of Delta Dental's internal grievance procedures;
5. A description of Delta Dental's urgent care procedures;
6. If Delta Dental used an internal rule, guideline, protocol, or other similar criterion to make the adverse determination, i) the specific criterion or ii) a statement that a specific criterion was used upon to make the adverse determination and that the covered person may request a free copy.
7. If the adverse determination is based on medical necessity, experimental or investigational treatment or similar exclusion or limit; i) an explanation of the scientific or clinical judgment for making the determination, applying the terms of the dental benefit plan to the covered person's medical circumstances, or ii) a statement that the covered person may request a free explanation.
8. If applicable, instructions for requesting:
  - a. A copy of the criterion used to make the adverse determination as provided in number 6 of this section; or
  - b. The written statement of the scientific or clinical rationale for the adverse determination, as provided in number 7 of this section; and
9. The statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your state insurance director."
10. Notice of the covered person's right, at any time, to contact the Division of Insurance or, upon completion of Delta Dental's grievance procedure process, the right to file a civil suit in a court of competent jurisdiction.

If Delta Dental needs additional information to make a determination, Delta Dental must notify the covered person no later than 24 hours from the receipt of the request. Delta Dental must allow the covered person a reasonable amount of time to send the information, but the covered person has at least 48 hours to send.

Delta Dental has 48 hours to make a decision upon receipt of the additional information, or the end of the time frame originally allowed by Delta Dental.

Urgent care requests made at least 24 hours before expiration of the prescribed treatment time will receive determinations within 24 hours of the request.

# Notice of Privacy Practices

This section describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully. The privacy of your health information is important to us.

## Confidentiality of your health care information

This section is required by law to inform you of how Delta Dental protects the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as individually identifiable information regarding a patient's health care history, mental or physical condition or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We follow the privacy practices described in this section and federal and state privacy requirements that apply to our administration of your benefits. Delta Dental reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website. A copy may be requested anytime by contacting the address or phone number at the end of this section. You should receive a copy of this notice at the time of enrollment in a Delta Dental program and will be informed on how to obtain a copy at least every three years.

## Permitted uses and disclosures of your PHI

### Uses and disclosures of your PHI for treatment, payment or health care operations

Your explicit authorization is not required to disclose information about yourself, or for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Delta Dental to administer your benefits, and who have signed a contract agreeing to protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. *For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.*
- Uses and/or disclosures of PHI for payment. *For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.*
- Uses and/or disclosures of PHI for health care operations. *For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.*

### Other permitted uses and disclosures without an authorization

We are permitted to disclose your PHI upon your request or to your authorized personal representative

(with certain exceptions) when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
- Subpoena in a civil action;
- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations.

Some other examples include: to notify or assist in notifying a family member, another person, or a personal representative of your condition; to assist in disaster relief efforts; to report victims of abuse, neglect or domestic violence to appropriate authorities; for organ donation purposes; to avert a serious threat to health or safety; for specialized government functions such as military and veterans activities; for workers' compensation purposes; and, with certain restrictions, we are permitted to use and/or disclose your PHI for underwriting, provided it does not contain genetic information. Information can also be de-identified or summarized so it cannot be traced to you and, in selected instances, for research purposes with the proper oversight.

#### **Disclosures Delta Dental makes with your authorization**

Delta Dental will not use or disclose your PHI without your prior written authorization unless permitted by law. You can later revoke that authorization, in writing, to stop the future use and disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental

## **Your rights regarding PHI**

### **You have the right to request an inspection of and obtain a copy of your PHI.**

You may access your PHI by contacting Delta Dental at the address at the bottom of this section. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Delta Dental as noted below if you have questions about access to your PHI.

### **You have the right to request a restriction of your PHI.**

You have the right to ask that we limit how we use and disclose your PHI, however, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency. If we accept your request, we will put our understanding in writing.

**You have the right to correct or update your PHI.**

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact our privacy officer as noted at the end of this section if you have questions about amending your PHI.

**You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.**

Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our practice, we must give you the opportunity to opt-out. We may send you newsletters or information regarding your dental program.

**You have the right to request or receive confidential communications from us by alternative means or at a different address.**

Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger, as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this section.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI.**

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. Please contact us at the number at the end of this section if you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by e-mail.**

A copy of our Notice of Privacy Practices is posted on the Delta Dental website. You may also request an email copy or paper copy of this notice by calling our customer service number listed at the end of this section.

**You have the right to be notified following a breach of unsecured protected health information.**

Delta Dental will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.

**Complaints**

You may file a complaint to Delta Dental and/or to the U. S. Secretary of Health and Human Services if you believe Delta Dental has violated your privacy rights. Complaints to Delta Dental may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

**Contacts**

You may contact Delta Dental at 1-877-841-1478, or you may write to Delta Dental, P.O. Box 1157, Pierre, SD 57501, for further information about the complaint process or any of the information contained in this section.

## **Language Assistance**

If you cannot read this document, we can have somebody help you read it. For help, please call Delta Dental at 1-877-841-1478 and we will connect you with a translator.

## **Summary of Changes to this notice** (effective September 23, 2013):

- Updated Delta Dental's duty to notify affected individuals if a breach of their unsecured PHI occurs.
- Clarified that Delta Dental does not and will not sell your information without your express written authorization.
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above).

## **General Provisions**

### **Incontestability clause -**

#### **Time limit on certain defenses-Misstatements by applicant**

Time limit on certain defenses: (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.

The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, nor to limit the application of §§ 58-17-32 to 58-17-39, inclusive, in the event of misstatement with respect to age or occupation or other insurance.

### **Non-disclosure**

For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.

### **Fraudulent claims**

The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.

### **Clerical error**

If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.

### **Conformity with state laws**

On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.

### **Not in lieu of Workers' Compensation**

This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.