

## Fully Insured Group Dental Certificate Swift Transportation Co of AZ, LLC - Premium Plan

Welcome!

Your dental program is administered by Arizona Dental Insurance Service, Inc., an Arizona nonprofit dental and optometric service corporation doing business as Delta Dental of Arizona. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Benefits, describes the specific benefits of your Group's dental contract with Delta Dental. If you have any questions about this Dental Plan, please call our Customer Service department at 800.352.6132 or access our website at [www.deltadentalaz.com](http://www.deltadentalaz.com).

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting [www.deltadentalaz.com/member](http://www.deltadentalaz.com/member) and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, opt-in to paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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*Please read this Certificate together with the Summary of Benefits. The Summary of Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to this Dental Plan and you should ignore the conflicting statement in this Certificate.*

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## **I. Delta Dental Certificate**

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Delta Dental of Arizona, referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate and the Summary of Benefits is a description of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Group.

The Benefits provided under this Dental Plan may change if any state or federal laws change, or if there are changes to the Group contract. This Certificate takes the place of any prior certificate issued to you for this Dental Plan.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Benefits.

Note that regardless of dental or medical necessity, not all treatments and services recommended or performed by your dentist are covered benefits. Even if your dentist has prescribed, recommended or provided the service, it does not necessarily make the service eligible for benefits even if the service is not expressly excluded in this Certificate or the Summary of Benefits.

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## **II. Definitions**

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### **Adverse Benefit Determination**

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Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

### **Allowed Amount**

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The amount permitted under the applicable fee schedule for this Dental Plan, which was selected by your Group, and upon which Delta Dental will base its payment for a Covered Service.

### **Benefit Maximum Payment**

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The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. The Benefit Maximum Payments apply to each Enrollee per Benefit Year. See the Summary of Benefits for the Benefit Maximum Payments applicable to this Dental Plan.

### **Benefit Waiting Period**

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A period of time during which covered dental services are not benefitted under this Dental Plan. Charges incurred for dental services that are not benefitted during a Benefit Waiting Period will not be applied toward the Deductible. Refer to the Summary of Benefits to see which procedures are subject to a Benefit Waiting Period, if any.

### **Benefit Year**

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The period during which any benefit frequency limitation and/or annual Benefit Maximum will apply. This will be the calendar year unless your Group elects a different period to serve as the Benefit Year. (See the Summary of Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

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## **Benefits**

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Payment for the Covered Services that have been selected under this Dental Plan.

### **Certificate**

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This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Contract between Delta Dental and the Group.

### **Child(ren)**

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Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who residing with you during the waiting period for adoption or legal guardianship. Refer to your Group's rules for information on eligibility of Child(ren) as Dependents under this Dental Plan.

### **Claim**

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A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

### **Coinsurance**

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The percentage of the charge that you must pay for Covered Services. Also known as "Co-Pay %."

### **Completion Date**

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The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

### **Covered Services**

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The unique dental services selected for coverage as described in the Summary of Benefits and subject to the terms of this Certificate.

### **Deductible**

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The amount a Subscriber and/or Dependent(s) must pay toward Covered Services before Delta Dental begins paying for services under this Certificate. The Summary of Benefits lists the Deductible that applies to you.

### **Delta Dental**

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Arizona Dental Insurance Service, Inc. d.b.a. Delta Dental of Arizona, an Arizona nonprofit dental and optometric service corporation providing dental benefits.

### **Delta Dental Member Company**

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An individual Delta Dental entity that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

## Dental Plan

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The dental benefits established for Enrollees based on the contract between Delta Dental and the Group. The benefits and coverage of this Dental Plan are described in this Certificate and the Summary of Benefits.

## Dentist

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A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental In-Network Dentist (“Participating Dentist”)**  
Dentist who has signed an agreement with the Delta Dental Member Company in their state to participate in the Delta Dental PPO and/or Delta Dental Premier networks.
- ◆ **Delta Dental PPO™ Dentist (“PPO Dentist”)**  
Dentist who has signed an agreement with the Delta Dental Member Company in their state to participate in the Delta Dental PPO network.
- ◆ **Delta Dental Premier® Dentist (“Premier Dentist”)**  
Dentist who has signed an agreement with the Delta Dental Member Plan in their state to participate in the Delta Dental Premier network.
- ◆ **Out-of-Network Dentist (“Nonparticipating Dentist”)**  
Dentist who has not signed an agreement with any Delta Dental Member Company to participate in the Delta Dental PPO or Delta Dental Premier networks.
- ◆ **Out-of-Country Dentist**  
Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

Wherever a definition or provision of this Certificate differs from another state’s Delta Dental Member Company agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

## Deny/Denied/Denial

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When a Claim for a particular service is denied for payment due to certain contractual limitations and/or exclusions that apply to this Dental Plan. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist’s participating status.

## Dependent(s)

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Your dependent(s) as defined by your Group’s rules of eligibility for this Dental Plan.

## Enrollee(s)

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Any Subscriber or Dependent with coverage under this Dental Plan. Also known as “Member.”

## Group

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The employer, organization, group, or association sponsoring this Dental Plan.

## In-Network Fee Schedules

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A list of charges for specific dental services, procedures and treatments agreed upon by the Group.

- ◆ **Delta Dental PPO Dentist Fee Schedule**  
The maximum fee allowed per procedure for services rendered by a Delta Dental PPO Dentist as

determined by that Dentist’s local Delta Dental Member Company.

- ◆ **Delta Dental Premier Dentist Fee Schedule**  
The maximum fee allowed per procedure for services rendered by a Delta Dental Premier Dentist as determined by that Dentist’s local Delta Dental Member Company.

*Note:* Regardless of whether you see a Delta Dental PPO Dentist or a Delta Dental Premier Dentist, certain types of dental plans limit benefits paid for services rendered to the PPO Dentist Fee Schedule. See ***How Payment is Made - Delta Dental PPO Maximum Allowable Charge*** in this Certificate.

## Maximum Approved Fee

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The Maximum Approved Fee is the lowest of:

- ◆ The Submitted Amount.
- ◆ For Participating Dentists, the maximum fee that the local Delta Dental Member Company approves for a given procedure in a given region and/or specialty based upon applicable PPO or Premier Dentist Fee Schedules and internal procedures.
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist’s contractual agreement with another dental benefits organization.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

## Nonparticipating Dentist Fee

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The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

## Open Enrollment Period

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The period of time, as determined by the Group, during which a Subscriber may enroll themselves and their Dependents for Benefits under this Dental Plan.

## Out-of-Country Dentist Fee

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The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

## Pre-Treatment Estimate

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A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under this Dental Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is

based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

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#### **Processing Policies**

Delta Dental's policies and guidelines used for Pre-Treatment Estimates and payment of Claims. The Processing Policies may be amended from time to time.

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#### **Proof of Loss**

Written proof that the Enrollee has incurred dental expenses for which dental benefits are payable under the Plan. No dental benefit will be paid until proof of loss is satisfied. Proof of loss must be provided at the Enrollee's expense.

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#### **Special Enrollment Period**

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under this Dental Plan due to a qualifying life event.

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#### **Spouse**

Your legal spouse. Refer to your Group's rules for information on eligibility of a Spouse as a Dependent under this Dental Plan.

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#### **Submitted Amount**

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee. Also known as "Billed Amount."

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#### **Subscriber(s)**

You, when the Group notifies Delta Dental that you are eligible to receive Benefits under this Dental Plan.

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#### **Summary of Benefits**

A description of the specific provisions of your group dental coverage. The Summary of Benefits is and should be read as a part of this Certificate and supersedes any contrary provision of this Certificate.

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### **III. Enrolling in This Dental Plan**

The Open Enrollment Period, if applicable, will be established by the Group and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined by your Group may enroll in this Dental Plan. You and/or your Dependents may not enroll in this Dental Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period by your Group. Rehired employees rehired less than 12 months following the date of termination may rejoin without an eligibility waiting period. If you are reinstated during the same benefit year in which the termination date occurred, any deductibles and maximums you met before termination will apply. Benefit waiting periods or portions thereof that you satisfied will be credited to you. An employee rehired 12 months or later from date

of termination must meet same requirements as a newly hired employee. The date of rehire will become the date of hire.

- b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn child will be eligible to enroll on the date of birth.
- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the Child(ren) that you and/or your Spouse have legal guardianship over will be eligible to enroll on the date that the legal petition/court order for adoption or guardianship, becomes final, or the date on which Child(ren) placed for adoption/foster care begins residing with you and you meet all of the legal requirements for the placement of the Child(ren) under applicable state and/or federal law including completion of the application and approval procedures for adoption.
- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. Coverage for a Dependent Child shall terminate on attainment of the limiting age specified in the Summary of Benefits unless such Child is and continues to be both (i) incapable of self-sustaining employment by reason of intellectual disability or physical disability and (ii) is chiefly dependent on you for support and maintenance. You must furnish proof of the child's incapacity and dependency within 31 days of the Child's attainment of the limiting age and subsequently as required by Delta Dental but not more frequently than once per year after the 2-year period following the Child's attainment of the limiting age.
- g. To the extent Group permits Dependents other than those defined in this Certificate to enroll in this Dental Plan, such Dependents will be eligible to enroll as set forth by your Group.
- h. All others will be permitted to enroll on the date that Delta Dental approves in writing the enrollment or listing of the Enrollee, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

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### **IV. Selecting a Dentist**

You may choose any Dentist. However, your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

If you do not have a Dentist or wish to verify that a Dentist is a Participating Dentist, contact your Group to obtain a Participating Dentist directory or you can view Delta Dental's online Dentist directory at [www.deltadentalaz.com/find](http://www.deltadentalaz.com/find) or call 800.352.6132.

Note that the contract between Delta Dental and your Dentist may have changed. To maximize the value of your dental benefits, when making your appointment, confirm that your dentist is a Participating Dentist with Delta Dental.

### **Delta Dental's Participating Dentists (In-Network)**

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Delta Dental's Participating Dentists have agreed to accept a discounted fee for Covered Services, plus your out-of-pocket financial responsibility (Deductibles, Coinsurance). Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Participating Dentists will file Claims for you and Delta Dental will pay Participating Dentists directly.

### **V. Accessing Your Benefits**

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To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Benefits carefully so you are familiar with your Benefits, payment methods, and terms of this Dental Plan.
2. Confirm your Dentist's participation in this Dental Plan's network.
3. Make an appointment with your Dentist and tell them that you have dental benefits with Delta Dental of Arizona. If your Dentist is not familiar with this Dental Plan or has any questions, have them contact Delta Dental.
4. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
  - a. The Subscriber's full name and address
  - b. The Subscriber's Member ID number
  - c. The name and date of birth of the Enrollee receiving dental care
  - d. The Group's name and number

### **Member Portal**

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To get the most out of your Dental Plan, go to [www.deltadentalaz.com/member](http://www.deltadentalaz.com/member) and set up your online account where you can learn about your Benefits and access key functions such as printing your ID card, viewing your Benefits, checking claim status, and downloading Explanations of Benefits.

### **Claim Forms**

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You can download the latest version of Delta Dental's claim form from the Member Portal. Additionally, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental of Arizona  
Attn: Group Plan Claims  
P.O. Box 9092  
Farmington Hills, MI 48333-9092

At the Enrollee's expense, it is necessary to submit completed claims, with the Enrollee's signed authorization for Delta Dental to obtain information, and any other items we may reasonably require in support of the claim. This information may be obtained from any provider or insurance company. Delta Dental reserves the right to reject or suspend a claim based on lack of dental information or records.

You may request a claim form from Delta Dental. If we do not provide the requested forms within 15 days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character, and the extent of the loss. The requirements for proof of loss will be considered satisfied if Delta Dental timely receives the Delta Dental claim forms or a written statement as outlined above.

Before approving a claim, Delta Dental will be entitled to receive, as the law allows, any information from any examining dentist who is providing dental services to that Enrollee and any records of treatment provided to an Enrollee, as may be required to administer the claim. Delta Dental may investigate an Enrollee's claims at any time. At Delta Dental's expense, we may have a dental professional of our choice examine the Enrollee and/or review X-rays and other dental services information. Delta Dental may deny or suspend payment of dental Benefits if the Enrollee or the Dentist providing care fails to cooperate with a review or examination by the dental professional that Delta Dental selects.

### **Pre-Treatment Estimate**

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A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual and/or lifetime Benefit Maximum Payments, any coordination of benefits, the status of your Dentist, this Dental Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

It is recommended that you ask your dentist to complete a Pre-Treatment Estimate and submit the form to:

Delta Dental of Arizona  
Attn: Group Plan Claims  
P.O. Box 9092  
Farmington Hills, MI 48333-9092

Pre-Treatment Estimates are only valid for the procedure and for the dentist who submitted the Pre-Treatment Estimate request and may not be transferred to any other dentist. All fee information is confidential.

Benefits will not be paid for dental services provided after your coverage ends, including services for which Pre-Treatment Estimates have been issued. See ***Loss of Eligibility During Treatment*** in this Certificate for more information.

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## Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under this Dental Plan are post-service Claims. All Claims for Benefits should be filed with Delta Dental within 90 days and in no event, must be filed within 1 year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate a complete claim within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Enrollee if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will Deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist or an Out-of-Country Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Enrollee.

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## Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Group, call Delta Dental's Customer Service department, toll-free, at 800.352.6132 or write Delta Dental at P.O. Box 43000, Phoenix, AZ 85080-3000 to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

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## Questions and Assistance

Questions regarding your coverage should be directed to your Group or call Delta Dental's Customer Service department, toll-free, at 800.352.6132. You may also write to Delta Dental's Customer Service department at P.O. Box 43000, Phoenix, AZ 85080-3000. When writing to Delta Dental, please include your name, the Group's name and number, the Enrollee's Member ID number, and your daytime telephone number.

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## VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Group. The type of plan selected, along with the Deductibles, Coinsurance, Benefit Maximum Payments, and other important Dental Plan information, will be identified in your Summary of Benefits.

Generally, you will have to satisfy some Deductibles and pay some Coinsurance toward the amounts you incur for Covered Services. The Dental Plan will not reimburse you for any expenses that are not Covered Services.

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## How the Deductible Works

1. Enrollees must pay toward Covered Services to satisfy the Deductible each Benefit Year before Delta Dental begins paying for services.
2. When covered dental expenses equal or exceed the Deductible amount incurred and submitted to Delta Dental, the Deductible will be satisfied.
3. Charges incurred for dental services that are not benefitted during a Benefit Waiting Period will not be applied toward the Deductible.
4. If this Dental Plan has a family Deductible, any amount applied to each Enrollee's Deductible will count toward a family Deductible maximum. Once the family Deductible maximum is met, no further Deductible(s) is required. No Enrollee may contribute more than that Enrollee's individual Deductible amount toward the family Deductible maximum.

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## Coinsurance (Co-Pay %)

Coinsurance is how you and the Dental Plan will split the cost of certain Covered Services after the Deductible is met. Once you have met the Deductible, Delta Dental pays a percentage of the expenses, and you are responsible for paying the rest. The applicable percentage paid by Delta Dental is shown in your Summary of Benefits.

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## Benefit Maximum Payment

The maximum dollar amount Delta Dental will pay for each Enrollee in any Benefit Year or lifetime for Covered Services.

The Benefit Maximum Payment will apply even if coverage is interrupted or if the Enrollee has been covered both as a Subscriber and a Dependent. You cannot transfer all or any portion of your Benefit Maximum Payment from person to person or year to year. All Covered Services that do not have a Specific Benefit Maximum Payment, as described below, will apply to the annual Benefit Maximum Payment for the Benefit Year regardless of coinsurance level.

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## Specific Benefit Maximum Payment

Some benefits may have a specific benefit maximum payment. When a service or procedure has a specific benefit maximum payment, the specific benefit maximum payment will determine the maximum benefits paid for those services/procedures without regard to the annual Benefit Maximum Payment, and no benefits will be paid over that specific benefit maximum payment amount, whether or not the Enrollee has exhausted their annual Benefit Maximum Payment for the Benefit Year. The types of benefits which may have a specific benefit maximum payment include periodontics, orthodontics and temporomandibular joint (TMJ) procedures. Please refer to your Summary of Benefits for any procedures that have a specific benefit maximum payment.

## Types of Plans

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Refer to your Summary of Benefits to identify the type of Dental Plan you have. Benefits will be paid in accordance with the plan type.

### ***Delta Dental PPO Plus Premier™***

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Coinsurance and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

Except as otherwise provided in the Summary of Benefits, you may assign your benefits payable to your Nonparticipating Dentist and Delta Dental will send the payment directly to the Nonparticipating Dentist on your behalf. Otherwise, Delta Dental will send payment to you and you will be responsible for making full payment to the Nonparticipating Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by an Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

### ***Delta Dental PPO - Maximum Allowable Charge***

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Coinsurance and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Delta Dental Premier Dentist, you will also be responsible for any difference between the PPO Dentist Fee Schedule and the Delta Dental Premier Dentist Fee Schedule for Covered Services, in addition to Coinsurance and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

Except as otherwise provided in the Summary of Benefits, you may assign your benefits payable to your Nonparticipating Dentist and Delta Dental will send the payment directly to the Nonparticipating Dentist on your behalf. Otherwise, Delta Dental will send payment to you and you will be responsible for making full payment to the Nonparticipating Dentist. You will be responsible for any

difference between Delta Dental's payment and the Dentist's Submitted Amount.

For Covered Services rendered by an Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

## Orthodontics

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If this Dental Plan includes orthodontics, it will be identified on and paid as reflected in your Summary of Benefits.

## Covered Services Requiring Multiple Visits

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In the event a Covered Service requires more than one visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

## VII. Benefit Categories

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The Benefits covered by this Dental Plan are set forth in your Summary of Benefits. Please read this Certificate together with the Summary of Benefits for a complete description of Covered Services. Also noted in the Summary of Benefits are the following:

- a. Deductibles, Coinsurance and Benefit Maximum Payments;
- b. The Benefit Year;
- c. Coinsurance levels at which dental services will be covered (Routine, Basic or Major);
- d. The Benefit Waiting Periods (if applicable).

Dental services are covered under this Dental Plan when they are performed and completed by a licensed dentist in a dental office (or by teledentistry as permitted by applicable law and this Dental Plan) and when necessary and appropriate as determined by the standards of generally accepted dental practices.

The Dental Plan will not pay Benefits for expenses incurred for any service not listed in either this Certificate or Summary of Benefits. If a statement or benefit in the Summary of Benefits conflicts with a statement in this Certificate, the statement in the Summary of Benefits applies to this Dental Plan and you should ignore the conflicting statement in this Certificate.

Covered dental services are subject to the Exclusions and Limitations described in this Certificate and Summary of Benefits. Please review them carefully.

## VIII. Exclusions and Limitations

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### ***General Exclusions***

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Benefits. All charges for these services will be your responsibility:**

1. Services for injuries or conditions payable under workers' compensation or employer's liability laws.
2. Services received from any government agency, political subdivision, community agency,

foundation, or similar entity. *Note:* This provision does not apply to any programs provided under Medicaid or Medicare.

3. Services not performed in accordance with the laws of the State of Arizona.
4. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered solely as determined by Delta Dental.
5. A service or procedure that is not generally accepted by the American Dental Association and Delta Dental's Processing Policies.
6. Services or supplies to treat any condition, other than oral or dental disease, for correction of congenital or developmental malformations.
7. Services or procedures performed in conjunction with dental services not covered under this Dental Plan.
8. Cosmetic surgery or dentistry for aesthetic reasons or orthognathic surgery.
9. Services performed or completed, or appliances completed, before a person became eligible under this Dental Plan or those which are performed during the Benefit Waiting Period. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
10. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
11. General anesthesia and intravenous sedation, except for covered oral surgical procedures or necessary to medically concurrent conditions documented by a medical physician, in which case a limited benefit may apply as specified in claim Processing Policies. The following conditions must be met:
  - a. Performed by a Dentist licensed to perform general anesthesia.
  - b. Administered in a dental office.
12. Charges or fees for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
13. Charges in excess of the Maximum Approved Fee.
14. Charges for failure to keep a scheduled visit with the Dentist.
15. Any claim received more than 12 months from the date of service or 12 months after the termination of this Dental Plan, whichever comes first.
16. Any adjustments to previously received claims, including submissions of additional information, received more than 12 months from the initial payment date or initial date of the requested information.
17. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
18. Services or supplies, as determined by Delta Dental that are experimental or investigational in nature, including services or supplies required to treat complications from experimental or investigational procedures.

19. Services or supplies, as determined by Delta Dental, which are specialized techniques.
20. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
21. All Benefits available under this Dental Plan are subject to the Benefit Maximum Payment limitations set forth in your Summary of Benefits.
22. If a Deductible amount is stated in the Summary of Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
23. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
24. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
25. Services or supplies that are not within the categories of Benefits selected by the Group and that are not covered under the terms of this Certificate and the Summary of Benefits.

#### ***Specific Exclusions***

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Benefits. All charges for these services will be your responsibility.**

1. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
2. Study models, casts and other ancillary services not covered under this Dental Plan unless orthodontics is included as a covered benefit in the Summary of Benefits.
3. Temporary dentures, other than those provided under the terms of this Dental Plan.
4. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
5. Replacement of lost, missing, or stolen appliances of any type or replacement or repair of orthodontic appliances or space maintainers.
6. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
7. Veneers.
8. Prefabricated crowns used as final restorations on permanent teeth.
9. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services under your Summary of Benefits, this exclusion may not apply to you.
10. Implant/abutment supported interim fixed denture for edentulous arch.



11. Soft occlusal guard appliances.
  12. Paste-type root canal fillings on permanent teeth.
  13. Replacement, repair, relines, or adjustments of occlusal guards.
  14. Services associated with overdentures.
  15. Metal bases on removable prostheses.
  16. The replacement of teeth beyond the normal complement of teeth.
  17. Personalization or characterization of any service or appliance.
  18. Temporary crowns used for temporization during crown or bridge fabrication.
  19. Precision attachments and stress breakers.
  20. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
  21. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
  22. Direct diagnostic or surgical and non-surgical treatment and/or procedure applied to body joints or muscles, temporal mandibular joint (TMJ) or temporal mandibular disturbances (TMD), except when covered by this Dental Plan and included in the Summary of Benefits.
  23. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
  24. Myofunctional therapy or speech therapy.
  25. Mounted case analyses.
  26. Hard or partial arch occlusal guards.
  27. Biologic materials to aid in soft and osseous tissue regeneration.
  28. Any and all taxes applicable to the services.
  29. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.
- Delta Dental will make no payment for the following services or supplies as they are considered integral parts of a complete service and not a separate billable service under this Dental Plan. Participating Dentists may not charge Enrollees for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:**
1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
  2. The completion of forms or submission of Claims.
  3. Providing diagnostic information or records, or duplication of X-rays or other records.
  4. Travel time and related expenses.
  5. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
  6. Caries risk assessment performed on an Enrollee age 2 or under.
  7. Local anesthesia.
  8. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
  9. Infection control.
  10. Temporary, interim, or provisional crowns.
  11. Gingivectomy as an aid to the placement of a restoration.
  12. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
  13. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
  14. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
  15. Periodontal charting.
  16. Any substructure when done for inlays, onlays, and veneers.
  17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
  18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
  19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
  20. Retreatment of a root canal by the same Dentist or dental office within 2 years of the original root canal treatment.
  21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
  22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
  23. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
  24. Scaling and debridement in the presence of inflammation or mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery or debridement of a peri-implant defect.

25. Full mouth debridement, when done on the same day as comprehensive evaluation.
26. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
27. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
28. Reline, rebase, or any adjustment or repair within 6 months of the delivery of a denture.
29. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
30. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
31. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.
10. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure) which cannot be restored by an amalgam or resin restoration.
11. Individual crowns over implants are payable at the prosthodontic benefit level once in a 5-year period.
12. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people age 11 and under.
13. Pre-formed stainless steel crowns are a benefit once in a 2 year period on specific primary (baby) teeth. Pre-formed crowns are a benefit once in a 5 year period on specific permanent teeth.
14. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
15. Prosthodontic Services limitations:
  - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any 5-year period.
  - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any 5-year period.
  - c. A removable unilateral partial denture is payable once per quadrant in any 5-year period.
  - d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
  - e. A reline or the complete replacement of denture base material is payable once in any 24-month period. Full or partial dentures include any reline/rebase, adjustment or repair required within 6 months of delivery except in the event of an immediate denture.
  - f. Adjustments for complete or partial dentures are payable twice per 12-month period. Full or partial dentures include any reline/rebase, adjustment or repair required within 6 months of delivery except in the event of an immediate denture.
  - g. Implant removal is payable once per lifetime per tooth or area.
  - h. Implant maintenance is payable once per 36-month period.
  - i. Removal of a broken implant retaining screw is payable once in a 5-year period.

### ***Limitations***

**The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Company or, at the request of your Group, any dental plan:**

1. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any 5-year period.
2. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
3. A full mouth debridement "difficult cleaning" may be exchanged for one routine cleaning and is payable once in any 5 year period.
4. Routine prophylaxis and periodontal prophylaxis are considered to be interchangeable services and are payable twice per calendar year. A patient must have documented periodontal history to receive a periodontal maintenance benefit (excluding full mouth debridement).
5. Preventive fluoride treatments are payable twice per benefit year for people age 18 and under.
6. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
7. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
8. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age 8 and under.
9. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
16. Orthodontic Services limitations, if covered under your Dental Plan pursuant to your Summary of Benefits:
  - a. Orthodontic Services are payable for Enrollees pursuant to the age limits specified in your Summary of Benefits.
  - b. If the treatment plan terminates before completion for any reason, Delta Dental will not be obligated to make any payments subsequent

to the patient's last date of service under the terminated treatment plan.

17. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental may calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
18. Care terminated due to the death of an Enrollee will be paid to the limit of Delta Dental's liability for the services completed or in progress.
19. Optional/Alternate treatment: Except for treatments, procedures or services otherwise specifically addressed in this Certificate or Summary of Benefits, if you select a more expensive service, treatment or procedure than is covered under this Dental Plan, Delta Dental may make an allowance for the certain less expensive covered service that is allowed by this Dental Plan. You are responsible for the difference in cost for the more expensive service, treatment or procedure. In all cases, Delta Dental will make the final determination regarding optional or alternate treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for an optional or alternate treatment. Remember, you are responsible for the difference in cost for any optional or alternate treatment.

  - a. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
  - b. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
  - c. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
  - d. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
  - e. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
  - f. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
  - g. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.
20. Caries risk assessments are payable once in any 36-month period for Enrollees age 3-18.
21. Assessments of salivary flow by measurement are payable once in any 36-month period.

22. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.
23. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface.
24. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Enrollees for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Company or, at the request of your Group, any dental plan:**

1. Amalgam and, in the case of front teeth only, composite resin restorations are payable once in any 2-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within 6 months of the seating date.
4. Retention pins are payable once per tooth. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any 2-year period.
6. Periodontal surgery is payable once in any 3-year period.
7. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
8. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
9. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
10. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when performed on the same tooth and done on the same day as restorations involving the occlusal surface when performed by the same dentist/dental office within 24 months.
11. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.

12. One caries risk assessment is allowed on the same date of service and within a 12-month period when done by the same dentist/dental office.
13. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office.
14. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

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## **IX. Coordination of Benefits**

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Coordination of Benefits ("COB") applies to this Dental Plan when an Enrollee has dental benefits under more than one plan. The objective of COB is to make sure the combined payments of the plans are no more than your actual dental bills. COB rules establish whether this Dental Plan's Benefits are determined before or after another plan's benefits.

You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your Claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

### **Which Plan is Primary?**

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To decide which plan is primary, Delta Dental will consider both the COB provisions of the other plan and the relationship of the Enrollee to this Dental Plan's Subscriber as well as other factors. The primary plan is determined by the first of the following rules that applies:

#### **1. Non-coordinating Plan**

If you have another plan that does not coordinate benefits, it will always be primary.

#### **2. Subscriber v. Dependent Coverage**

The plan that covers the Enrollee as a Subscriber will be primary over a plan that covers the Enrollee as a Dependent. However, please note that if the Enrollee is a Medicare beneficiary, federal law may reverse this order.

#### **3. Children (Parents Divorced or Separated)**

If a court decree makes one parent responsible for health care expenses, that parent's plan is primary.

If a court decree states that the parents have joint custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see rule 4 below).

If neither of these rules applies, the order will be determined as follows:

- a. First, the plan of the parent with custody of the Child will be primary;
- b. Then, the plan of the spouse of the parent with custody of the Child will be primary;
- c. Next, the plan of the parent without custody of the Child will be primary; and
- d. Last, the plan of the spouse of the parent without custody of the Child will be primary.

#### **4. Children and the Birthday Rule**

The plan of the parent whose birthday is earliest in the calendar year is always primary for Children. For

example, if your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that has covered the parent for the longer period will be primary.

#### **5. Laid Off or Retired Employees**

The plan that covers the Enrollee as an employee (or as that employee's dependent) will be primary over the plan that covers the Enrollee as a laid off or retired employee or as a dependent of a laid off or retired employee.

#### **6. Pre-paid and Capitation Dental Plans**

If you are a member of a pre-paid dental plan or other capitation plan and are also an Enrollee under this Group's Dental Plan then this Group's Dental Plan is primary, without regard to the existence of such other plan. Delta Dental will not be obligated to pay, however, for any dental services that are covered without charge under the prepaid or other capitation plan or to pay in excess of the amount of the co-payment obligation for the particular service under the prepaid or other capitation plan.

#### **7. Other Plans**

If none of the rules above determines the order of benefits, or if there are two "primary" plans due to retirement, then the plan that has covered the Enrollee for the longer period will be primary.

In the event that these rules do not determine how Delta Dental should coordinate benefits with another plan, Delta Dental will follow its internal policies and procedures for determining which plan is primary, unless prohibited by applicable law.

### **How Delta Dental Pays as Primary Plan**

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When Delta Dental is the primary plan, it will pay for Covered Services as if you had no other coverage.

### **How Delta Dental Pays as Secondary Plan**

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Unless your Group has selected carve out coordination of benefits or non-duplication of benefits as stated in your Summary of Benefits, when Delta Dental is the secondary plan, it will pay for Covered Services based on the amount left after the primary plan has paid. It will not pay more than that amount, and it will not pay more than it would have paid as the primary plan.

When Benefits are reduced as described above, each Benefit is reduced in proportion. Benefits are then charged against any applicable benefit limit of this Dental Plan.

### **Right to Receive and Release Needed Information**

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Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person regarding the Claim being coordinated. Delta Dental need not tell or get the consent of any person to do this. Each person claiming Benefits under this Dental Plan must give Delta Dental any facts it needs to pay the Claim.

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**Facility of Payment**

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A payment made under another plan in determining a COB provision may include an amount that should have been paid under this Dental Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under this Dental Plan, and Delta Dental will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

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**Right of Recovery**

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To the extent permitted by applicable law, if the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, Delta Dental may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Enrollee.

Payment includes the reasonable cash value of any benefits provided in the form of services.

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**X. Claims Appeal Procedures**

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If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible. Please see your Delta Dental Health Care Insurer Appeals Process Information Packet that you received on enrollment. If you need an additional copy of the Packet, please visit [www.deltadentalaz.com/appeals](http://www.deltadentalaz.com/appeals) or call 800.352.6132.

To request a formal review of your Claim, send your request for review in writing to:

Delta Dental of Arizona  
Attn: Appeals and Grievances  
P.O. Box 9219  
Farmington Hills, MI 48333-9219

Please include your name and address, the Subscriber's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Group and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if the reviewer were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is

experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Claims Appeal Procedure will meet the requirements described below.

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**Manner and Content of Notice**

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Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

The Adverse Benefit Determination notice will inform you of your right to an external review with the Arizona Department of Insurance and Financial Institutions (“DIFI”).

Pursuant to Arizona law, you or your authorized representative have the right to request an external review of an Adverse Benefit Determination. You are only eligible for the external review process if you have completed the internal formal claims appeal procedure, or if Delta Dental fails to complete the internal process within the allowable timeframe. The request for external review under Arizona law must be submitted within 4 months of your receipt of the final Adverse Benefit Determination. Please refer to your Delta Dental Health Care Insurer Appeals Process Information Packet for information on how to request an external review of an Adverse Benefit Determination pursuant to your rights under Arizona law.

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## **XI. Termination of Coverage**

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Your Delta Dental coverage may automatically terminate:

- ◆ When the Group advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Group has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the contract between Delta Dental and the Group.

Delta Dental will not continue eligibility for any person covered under this Dental Plan beyond the termination date requested by the Group. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

Benefits will not be paid for dental services provided after your coverage ends. See ***Loss of Eligibility During Treatment*** in this Certificate.

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## **XII. Continuation of Coverage**

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If the Group is required to comply with (i) COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or (ii) Arizona mini-COBRA, and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

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### **When is Dental Plan Continuation Coverage Available?**

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Continuation coverage is generally available if Subscriber's coverage or a covered Dependent's coverage would end because:

1. Subscriber's employment, if applicable, ends for any reason other than Subscriber's gross misconduct.
2. Reduction in the number of hours of work/employment of Subscriber.
3. Divorce or legal separation of Spouse from Subscriber.
4. Subscriber dies.
5. Loss of Dependent Child Status under the Dental Plan's rules.
6. Subscriber becomes enrolled in Medicare (if applicable).
7. Subscriber is called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage under either federal or Arizona law, you should contact the Group to receive the appropriate documentation required under Arizona law or the Employee Retirement Income Security Act of 1974 ("ERISA"). To the extent you are eligible for Arizona mini-COBRA and this Section XII conflicts with the requirements of Arizona mini-COBRA, Arizona law will govern your rights to continuation coverage.

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## **Conversion Coverage for Arizona Resident Enrollees**

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1. Arizona-resident Enrollees may qualify to enroll in conversion coverage upon the Subscriber's loss of employment or a change in benefits eligible status, after COBRA or Arizona mini-COBRA coverage ends as long as this Dental Plan with Delta Dental is still in force. If you are not eligible for COBRA or Arizona mini-COBRA coverage, conversion coverage will apply to Arizona-resident Enrollees upon termination of employment or loss of coverage due to a change in benefits eligible status.
2. An Arizona resident covered Dependent may qualify to enroll in conversion coverage upon the Subscriber's death, divorce, or termination of employment. Conversion coverage will also apply to covered Dependents upon loss of coverage due to reaching the limiting age. The conversion coverage may, at the option of the spouse exercising the right, include covered Dependent children for whom the spouse has responsibility for care or support.
3. Delta Dental requires an approved enrollment form and the first premium payment within 31 days for the conversion contract to become effective. The effective date of the conversion contract will be the day following termination of active group coverage or if applicable, the day after continuation coverage under federal or Arizona mini-COBRA ceases provided this Contract remains in force. There will be no evidence of insurability requirement.
4. This conversion coverage is not available to a person covered by other dental benefits, which together with this conversion coverage would constitute duplicate insurance. This coverage also does not apply if Group terminates this Contract.

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## **XIII. General Conditions**

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### **Assignment**

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Services and Benefits under this Dental Plan are for the personal benefit of Enrollees and cannot be transferred or assigned, other than to pay Participating Dentists directly or to assign benefit payments to Nonparticipating Dentists. See ***How Payment is Made*** in this Certificate.

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### **Subrogation and Right of Reimbursement**

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Unless prohibited by applicable state law, if this Dental Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under this Dental Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed.

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#### **Obtaining and Releasing Information**

While you and/or your Dependent(s) are enrolled in this Dental Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

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#### **Dentist-Patient Relationship**

Enrollees are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom.

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

If an Enrollee loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under this Dental Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 30 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

For Orthodontics, an Enrollee must be eligible and enrolled at the time of each benefit payment.

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#### **Late Claims Submission**

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within 1 year following the date the services or supplies were completed. In the event that a Participating Dentist submits a Claim more than 1 year from the date of service, Delta Dental will deny that portion of the Claim that Delta

Dental would have paid if the Claim had been timely submitted, and such portion of the Claim will not be chargeable to the Enrollee. In the event that a Nonparticipating Dentist or Out of Country Dentist submits a Claim more than 1 year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

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#### **Change of Certificate or Contract**

No changes to this Certificate, your Summary of Benefits, or the underlying Group contract are valid unless Delta Dental approves them in writing.

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#### **Complaints About Dental Services**

This Dental Plan recognizes the right of each Enrollee to select a dentist of his or her own choosing. Neither your Group nor Delta Dental assumes any responsibility for the selection of dentists or for the quality of services received.

Enrollees who have questions concerning the services received, should direct those questions to:

Delta Dental of Arizona  
Attn: Customer Service Department  
P.O. Box 43000  
Phoenix, AZ 85080-3000

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#### **Actions**

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than 3 years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

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#### **Change of Status**

You must notify Delta Dental, through your Group, within 31 days of any event that changes your status or the status of a Dependent. Events that can affect an Enrollee's status, include but not limited to, marriage, birth, death, divorce, and military service.

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#### **Rescission of Coverage**

If there is fraud or a material misrepresentation on an enrollment form for coverage for any person ineligible to be covered by this Dental Plan, the coverage will be rescinded and will be considered as never having been in effect. Any premiums paid for coverage for the ineligible person will be refunded minus any claims paid for that person. Delta Dental is entitled to recover the claim payments that exceed the amount of premium paid. Other Enrollees in the benefit plan who remain eligible will not be affected by the rescinded coverage of the ineligible Enrollee.

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#### **Governing Law**

This Certificate and the underlying group contract will be governed by and interpreted under the laws of the state of Arizona.

### **Right of Recovery Due to Fraud**

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If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

### **Legally Mandated Benefits**

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If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

### **Notice to Enrollees**

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All notices and correspondence regarding Claims will be sent to the Enrollee by ordinary mail to the last address in Delta Dental's enrollment records. It is recommended that the Enrollee notify their Group of any change of name and/or address.

Notice of changes to the Dental Plan will be provided to the Group. The Group is responsible for notifying you of these changes.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

**855.372.8345**