

SUMMARY OF BENEFITS

Delta Dental of Arizona, Inc. Employer Group Dental Contract

Group : 05284

Group Name : City of Surprise

Summary

Effective Date : 07/01/2020

This is the date which this document is effective.

Contract Year : July 1st through June 30th

This is the twelve (12) month period for which these Contract benefits apply

Benefit Year : July 1st through June 30th

Benefit Year means the annual period specified in the Employer Group Dental Contract for calculation of benefits, co-payment, and deductibles under This Contract.

Age Limits : Child: 26 Student: 26

Deductible : \$50.00 per person, \$150.00 per family

Annual Benefit Year Maximum : \$2000.00

Benefit dollars used for Diagnostic and Preventive services will not apply to the annual maximum.

REFER TO THE COVERED DENTAL SERVICES SECTION OF THIS BENEFIT BOOKLET FOR A MORE DETAILED DESCRIPTION OF BENEFITS, LIMITATIONS AND EXCLUSIONS.

Predetermination recommended for services over \$250.

Routine

(Deductible does not apply to these services)
(No waiting period)

100%

Diagnostic

- Exams or evaluations - oral exams and problem focused exams; no more than two (2) per benefit year.
- X-rays: Full Mouth/Panorex, or vertical bitewings (Once in a three (3) year period) Bitewings (Twice in a Benefit Year).

Preventive

- Topical Application of Fluoride (children under age nineteen (19), twice in a calendar year.
- Interim Caries Arresting Medicament - Treatment of an active, non-symptomatic carious lesion by topical application of a caries arresting or inhibiting medicament is a benefit twice (2) per benefit year.
- Resin Restoration - Preventive resin restoration on permanent teeth for a moderate to high caries risk patient, is a benefit once (1) per lifetime up to age sixteen (16).
- Sealants for children - Once per tooth in a two (2) year period for permanent molars & bicuspids up to age nineteen (19).
- Routine Cleanings (limited to twice in a benefit year), or one (1) difficult cleaning may be exchanged for one (1) routine cleaning, however, the difficult cleaning is limited to not more than once in a five (5) year period.
- Space Maintainers (For missing posterior primary (baby) teeth) up to age fourteen (14).

Emergency (Palliative Treatment)

- Emergency treatment for the relief of pain.

Basic

**(Deductible does apply to these services)
(No waiting period)**

100%

Restorative

- Fillings: Replacement of an existing amalgam filling or resin based composite filling but only if: at least twenty-four (24) months have passed since the existing filling was placed; or a new surface of decay is identified on that tooth.

Oral Surgery

- Simple and Surgical Extractions including pre and post treatment care.
- General Anesthesia and Intravenous Sedation/Analgesia - As stated in the Covered Dental Services section of this benefit booklet.

Periodontics

- Treatment of Gum Disease (Non-surgical-once every two (2) years/Surgical once every three (3) years).

Endodontics

- Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth) limited to not more than once every three (3) years for the same tooth.

Other

- Biopsies of hard or soft oral tissue.
- Therapeutic pulpotomy (excluding final restoration).
- Apexification and Recalcification.
- Periodontal Maintenance following periodontal treatment (limited to two (2) in a benefit year), interchangeable with routine cleaning.

Major

**(Deductible does apply to these services)
(No waiting period)**

50%

Restorative

- Cast Crowns - Onlays (five (5) year waiting period for replacement last performed).
- Stainless Steel Crowns

Prosthodontics

- Implants are only a benefit to replace a single missing tooth once in a five (5) year interval from the date the procedure was last performed.
- Bridges -Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.
- Complete Dentures - Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.
- Partial Dentures - Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.

Bridge and Denture Repair

- Repair of such appliances to their original condition, including relining of dentures.

Orthodontic(Annual deductible does not apply to these services)
(No waiting period)

50%

Orthodontic Services

- ORTHODONTICS: The program will pay (50%) of the Orthodontics Services for child(ren) age eight (8) up to nineteen (19). Benefits are limited to a maximum of (\$2,000) per lifetime of the patient. Payable in two (2) payments - upon banding and twelve (12) months after. Child(ren) must be banded prior to age seventeen (17). This maximum is separate from the benefit year maximum for your other dental benefits.

Domestic Partners Definition

A domestic partner is either:

- A. A person with whom the Subscriber has registered a domestic partner with a governmental entity that provides for such registration, and who has signed jointly with the Subscriber a notarized affidavit of such registration which can be made available to DDAZ upon request; or
- B. A person of the same or opposite sex who:
 1. Shares a permanent residence with the Subscriber;
 2. Has resided with the Subscriber for no less than one (1) year;
 3. Is no less than eighteen (18) years of age;
 4. Is financially interdependent with the Subscriber and has proven such interdependency providing documentation of at least two (2) of the following arrangements: common ownership of real property, or common leasehold interest in such property, common ownership of a motor vehicle, a joint bank account or joint credit account, designation as a beneficiary for life insurance or retirement benefits or under a partner's will; assignments of a durable power of attorney or health care power of attorney; or such proof as is considered by DDAZ to be sufficient to establish financial interdependency under the circumstances of a particular case;
 5. Is not a blood relative any closer than would prohibit legal marriage.

Domestic Partner Eligibility

A Domestic Partner (along with his or her Dependents) is a Dependent, as long as neither the Subscriber nor his/her Domestic Partner:

- A. Has signed a Domestic Partner affidavit or declaration with any other person within twelve (12) months prior to designating the other as a Domestic Partners; or
- B. Is currently legally married to another person.

TABLE OF CONTENTS

Who Can Be Covered?	1
Eligible Employee	1
Eligible Dependents.....	1
Dual Coverage	1
When Does Coverage Begin?	2
Subscribers.....	2
Eligible Dependents.....	2
Additional Information on Effective Date of Enrollment	2
When Does Coverage End?	4
Loss of Eligibility for Subscribers	4
Loss of Eligibility for Dependents.....	4
Leave of Absence	4
Rescission of Coverage.....	5
Cancellation of the Employer Group Dental Contract.....	5
Can Coverage Continue After Termination?	5
Coverage After Termination.....	5
COBRA Continuation Coverage	5
Conversion Coverage.....	6
How Does the Program Work?.....	7
Pre-Determination of Benefits	7
Network of Member Dentists	8
Complaints About Dental Services	9
What is Covered?.....	10
Benefit Payment Definitions.....	10
Description of Services.....	12
Examinations, evaluations or consultations	14
Diagnostic X-Ray Services	14
Prosthetic Services.....	17
Orthodontic Services	18
General Limitations - All Services	19
Exclusions.....	20
What Else Do I Need To Know about Claims Payments.....	22
Coordination of Benefits.....	22
Provisions Required by Law	23
Claims Appeal and/or Inquiry.....	26
Rights Under ERISA	26

This Dental Benefits Booklet should be read in conjunction with the Summary of Benefits. The Summary of Benefits included in this booklet is an outline of the benefits for your Employer Group Dental Contract with Delta Dental of Arizona (DDAZ). The benefits are subject to all provisions, terms and conditions of the Employer Group Dental Contract.

This Dental Benefits Booklet in conjunction with the Employer Group Dental Contract and Master Application, issued to your Employer Group constitutes the complete document of insurance. This Dental Benefits Booklet, which describes the benefit provisions, takes the place of any other Dental Benefits Booklet issued to you on a prior date.

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

WHO CAN BE COVERED UNDER THIS EMPLOYER GROUP DENTAL CONTRACT

Eligible Employee

You are covered under this program:

- A. While you are a regular employee in a class of eligible employees which is defined and included in the Employer Group Dental Contract and/or
- B. While you are a full-time regular employee of the Employer Group, who works a required number of hours per week as stated in the Employer Group Dental Contract.

You are not an eligible employee if you are a temporary or seasonal employee.

Eligible Dependents

If you are enrolled for family coverage, the following dependents may be covered under this program:

- A. Your lawful spouse; and
- B. Your children under the age limits noted in the Summary of Benefits included in this Dental Benefits Booklet or those of your lawful spouse, including newborn children, stepchildren, persons under legal guardianship substantiated by a court order, legally adopted children and children placed for adoption with you in accordance with applicable state or federal law.

A dependent child will be eligible for coverage until the limiting age as noted in the Summary of Benefits or according to the terms of your Employer Group Dental Contract.

Handicapped Status Dependent children over the limiting age as noted in the Summary of Benefits may continue to be eligible as dependents if they are incapable of self-sustaining employment because of physical or mental incapacity that began before the limiting age, and are dependent on you for their support and maintenance. Proof of incapacity must be provided to DDAZ and your employer within thirty-one (31) days of a request, but not more frequently than once per year following the child reaching the applicable limiting age.

DUAL COVERAGE

An individual cannot be eligible both as a Subscriber and a dependent under the same DDAZ Employer Group Dental Contract. However, an individual may be covered as a Subscriber under one DDAZ Employer Group Dental Contract and as a dependent under a different Employer Group Dental Contract (Refer to the Coordination of Benefits section). A dependent may be covered under two (2) different Employer Group Dental Contracts with DDAZ. No one can be insured as a dependent of more than one (1) insured individual within the same Employer Group Dental Contract.

REHIRED SUBSCRIBERS

A Subscriber rehired up to twelve (12) months following the date of termination may rejoin the Plan with no eligibility waiting period. Upon reinstatement during the same Benefit Year in which the termination occurred, Deductible and Maximums met before termination will be applied. Any benefit waiting periods or portions of benefit waiting periods that have been satisfied will be credited. A Subscriber rehired twelve (12) months or later from the date of termination must meet the same requirements as a new employee. The date of rehire will become the date of hire.

WHEN DOES COVERAGE BEGIN?

Effective Dates

Subscribers are eligible employees who are covered under this program:

- A. After any eligibility waiting period as outlined in the Employer group dental contract, and
- B. When you complete the DDAZ approved enrollment form and your Employer Group sends the form to DDAZ with the required monthly payment and,
- C. After the Benefit Waiting Periods have been satisfied as outlined in the Summary of Benefits.

Eligible Dependents are covered under this program:

- A. On the date the Subscriber's coverage is effective; or
- B. After an Open Enrollment period allowing Subscribers to make coverage changes. Coverage is effective first of the month following fiscal year.
- C. First of the following month or coinciding from the date of the qualified life event: Newborns, adoption, placement for foster care, placement for adoption with the Subscriber and for whom the application and approval procedures for adoption have been completed, a marriage that results in the spouse and stepchildren being added to coverage and Persons required to be covered by court order.
- D. After the Benefit Waiting Periods have been satisfied as outlined in the Summary of Benefits.

ADDITIONAL INFORMATION ON EFFECTIVE DATES OF ENROLLMENT

Eligible employees have thirty-one (31) days after becoming eligible to enroll for coverage. Employees who do not enroll when first eligible, or during the Open Enrollment period, may join only if they incur a change in family status which affects eligibility for dental coverage. DDAZ will not require evidence of insurability for enrollment.

If a Subscriber does not enroll his/her dependents when they are first eligible and later acquires a dependent as a result of marriage, birth, adoption, placement for foster care or placement for adoption, the dependent(s) may enroll for coverage at that time.

- A. If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependents(s) will be the first of the month or coinciding following the event as long as DDAZ receives the enrollment form. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and the Employer Group must send it to DDAZ within forty-five (45) days from the date of marriage. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.
- B. If a Subscriber acquires a dependent as a result of birth, adoption, placement foster care or placement for adoption, the effective date of coverage for the newly acquired dependent and any other eligible dependent(s), will be first of the following month or coinciding from the date of the qualified life event. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and The Employer Group must send it to DDAZ within forty-five (45) days from the date of acquisition. If there is a change in premium, it will be included in the first billing date after the change adjusted back to the effective month of the change.

An approved enrollment form must be submitted to add newborn or any adopted children, even if no additional premium is required. DDAZ's claim payment system tracks deductibles, maximums and benefit information individually for each Covered Person. The name and other pertinent information, as included on the enrollment form, are required to process claims. Therefore, although it is not required that an enrollment form be completed for anyone under age three (3), it is prudent to address this as soon as possible. The claims payment may be delayed and/or possibly denied if DDAZ does not have the data on this dependent in the claims paying system and if premium has not been paid for this dependent.

- C. If a court orders that coverage be provided by a Subscriber, the effective date of coverage for this Covered Person will be the first billing date after DDAZ receives the approved enrollment form. The Subscriber must complete and sign the DDAZ enrollment form within thirty-one (31) days and the Employer Group must send it to DDAZ within forty-five (45) days after the court order is issued. However, the effective date of coverage may be different if required by court order or applicable law.

Open Enrollment

An eligible employee may enroll for coverage for the eligible employee and any eligible dependents during any annual Open Enrollment period. The effective date of coverage will be the renewal date immediately following that Open Enrollment period, as long as the approved enrollment form is completed, signed and returned to the Employer Group within thirty-one (31) days. The approved enrollment forms

must be received by DDAZ within forty-five (45) days of the beginning date of that Open Enrollment period.

WHEN DOES COVERAGE END?

LOSS OF ELIGIBILITY

Coverage for the eligible Subscriber and/or eligible dependent will terminate on the last day of the month, or as designated by the Employer Group and outlined in the Summary of Benefits included in this Dental Benefits Booklet. Examples of events that would trigger loss of eligibility include but are not limited to the following:

- A. **Eligible Subscribers'** eligibility ceases upon:
 - 1. Termination of employment;
 - 2. Loss of active full-time status, other than during a leave of absence;
 - 3. Failure to return to active full-time employment at the end of a leave of absence;
 - 4. Failure to satisfy any eligibility requirements listed in the Summary of Benefits included in this Booklet;
 - 5. The date of death of the eligible employee;
 - 6. Termination of the Employer Group Dental Contract.

- B. **Eligible Dependents'** eligibility ceases upon:
 - 1. Termination of the Subscriber's employment;
 - 2. The date the Subscriber no longer meets the eligibility criteria under the Employer Group Dental Contract;
 - 3. The dependent spouse is no longer an eligible dependent as a result of a divorce decree;
 - 4. The date a self-sustaining, employable, dependent child reaches the age limits noted in the Summary of Benefits;
 - 5. The date of the Subscriber's death;
 - 6. The date the Employer Group Dental Contract terminates.

Leave of Absence

The Employer Group may continue coverage for Subscribers for a maximum period as designated by the Employer Group when an employee is on an authorized leave of absence. The Employer Group must continue to pay premiums during a leave of absence. The Employer Group may require that an employee enroll in COBRA coverage for the duration of the leave of absence.

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 the 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. DDAZ is entitled to recover the claim payments that exceed the amount of premium paid. The other persons on the benefit plan who remain eligible will not be affected by the rescinded coverage of the ineligible person.

Cancellation of the Employer Group Dental Contract

DDAZ may cancel the Employer Group Dental Contract as follows:

- A. On an anniversary of the effective date; or
- B. If your Employer Group does not pay the monthly premiums; or
- C. If your Employer Group does not provide a list of eligible employees or other documents as required by the Employer Group Dental Contract; or
- D. Upon a minimum of forty-five (45) days prior written notice to your Employer Group for any other reason as outlined in the Employer Group Dental Contract.

Claims Payment After Contract Termination DDAZ will not pay for any claim received more than twelve (12) months after the date of termination of the Employer Group Dental Contract. DDAZ is not required to pay benefits for dental services provided after the cancellation date.

CAN COVERAGE BE EXTENDED AFTER TERMINATION?

Coverage After Termination

Benefits will not be paid for dental services provided after your coverage ends, including pre-determined services, except for multiple appointment procedures with a date of service before the termination of coverage which were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in the Employer Group Dental Contract.

COBRA Continuation Coverage

Under Federal law it is the Employer Group's responsibility, as Plan Administrator, to inform employees and dependents of the availability, terms and conditions of continuation coverage available under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). COBRA requires most employers who have twenty (20) or more employees and sponsor Employer Group health benefits to offer employees and their covered dependents the opportunity for a temporary extension of Employer Group health coverage at Employer Group rates in certain instances where coverage under the plan would otherwise end. Employer Group health coverage can include dental coverage depending on whether dental is considered a "core" benefit as defined in the COBRA regulations. This coverage is known as Continuation Coverage. It is the Employer Group's responsibility to inform the employees of their rights under

COBRA and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue coverage under this regulation. See Arizona Continuation Coverage below for groups with an average of at least one (1) but fewer than 20 (twenty) employees.

ARIZONA CONTINUATION COVERAGE

Under Arizona law effective 1/1/19 (*Arizona Revised Statutes Section 20-2330, Continuation of small group coverage; notice; duration; definitions*), it is a Small Employer's responsibility to provide notice of the right to continuation coverage to qualifying employees and dependents. The required contents of the notice, definition of Small Employer, terms and conditions of the continuation coverage and responsibilities of the Small Employer, are set forth in ARS Section 20-2330. It is the Small Employer's responsibility to inform the employee of their rights under Arizona's continuation coverage law and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue coverage under this law.

CONVERSION COVERAGE

Who is Eligible for Conversion Coverage?

A Subscriber may enroll in conversion coverage upon loss of employment or a change in benefits eligible status after COBRA coverage ends as long as the Employer Group Dental Contract with DDAZ is still in force. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will apply upon termination of employment or loss of coverage due to a change in benefits eligible status.

A Covered Dependent may enroll in conversion coverage upon the death of a Subscriber, divorce, or termination of employment of the Subscriber. Conversion coverage will also apply to dependents upon the loss of coverage due to reaching the limiting age. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDAZ requires a DDAZ approved enrollment form and the first premium payment within thirty-one (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 COBRA Continuation coverage ceases provided that This Contract continues to be in force. There will be no evidence of insurability requirement.

Who Would Not Be Eligible for Conversion Coverage?

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 the Employer Group terminates the Employer Group Dental Contract as a result of a change to another insurance carrier.

HOW DOES THE PROGRAM WORK?

Using Your Dental Benefits

Visit the dentist of your choice. If you do not have a dentist, speak with your benefits administrator to obtain a participating dentist directory or visit our web site at www.deltadentalaz.com.

The contract between DDAZ and your dentist may have changed. To maximize the value of your dental benefits, when making an appointment, confirm that your dentist is contracted with Delta Dental of Arizona.

A Pre-determination or Pre-estimate Protects the Patient from Unanticipated Charges.

During your first appointment, advise your dentist that you are covered by DDAZ under the Employer Group Dental Contract number indicated on the Summary of Benefits included in this booklet. Give the dentist your member identification number. Dependents must use the Subscriber's member identification number.

After an examination, your dentist will establish the treatment to be performed. If dental services over two hundred fifty dollars (\$250) are needed, ask your dentist to complete a pre-determination of benefits and submit the form to:

**Delta Dental of Arizona, Inc.
PO Box 43026
Phoenix, AZ 85080-3026**

Delta Dental will verify your eligibility and determine the amount of benefits payable by your Plan. The pre-determination voucher will be returned by DDAZ to the Participating Dentist with a copy to you. If you see a Non-participating Dentist, the pre-determination voucher will be returned by DDAZ ONLY to you. The amount of the allowable fee, the amount of benefits payable by DDAZ and the portion you are required to pay will be shown on the voucher and should be discussed with the dentist before extensive treatment is begun.

In order to be considered for coverage under this Employer Group Dental Plan, the date of service for the dental treatment estimated in the pre-determination explanation of benefits must occur before the termination of coverage and be completed within thirty (30) days after the termination of coverage.

Pre-determinations are only valid for the procedure and for the dentist who submitted the pre-determination request and may not be transferred to any other dentist. All fee

information is confidential. To estimate your out-of-pocket expenses ask your dentist to submit a pre-determination.

Notice to Subscribers and Dependents

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

Notice of changes to the benefit plan will be provided to the Employer Group. The Employer Group is responsible for notifying you of these changes.

NETWORK OF MEMBER DENTISTS

Dentist: A natural person licensed to practice dentistry within the jurisdiction in which the service was provided.

NETWORK PROVISIONS:

Participating Dentist;

On the date of service, if the dentist is a participating dentist (a dentist who has signed an agreement with Delta Dental):

- A. The dental office will complete the claim forms and submit to DDAZ for payment, pre-determination or coordination of benefits.
- B. The Subscriber is required to pay only the co-insurance (if any) and/or deductible (if any) for covered benefits.
- C. Participating Dentist reimbursement:
 - Payment to a dentist participating in the Delta Dental PPO network will not exceed the Table of Allowance for the state in which services are rendered.
 - Payment to a dentist exclusively participating in the Delta Dental Premier network will not exceed the Maximum Reimbursable Amount for the state in which services are rendered.

Non-Participating Dentist;

Within the United States;

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.

- C. The payment for the treatment will be based on the lesser of the billed charges or the Non-Participating Dentist Table of Allowance for the state in which services are rendered. You will be required to pay the difference between any amount billed by the dentist and that states Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

Non-Participating Dentist; Outside the United States;

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars.
- C. The Subscriber will be responsible for the submission of a copy of that dentist's license to practice dentistry in the country services were rendered.
- D. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- E. The payment for the treatment will be based on the lesser of the billed charges or DDAZ's Foreign Non-Participating Dentist Table of Allowance. You will be required to pay the difference between any amount billed by the dentist and DDAZ's Foreign Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist or Non-Participating Dentist within the United States.

Non-assignability of Benefits

The benefits of This DDAZ Employer Group Dental Contract are not assignable. You may not assign or transfer the rights to receive any portion of your benefits to any person or entity. If DDAZ makes a payment that is inaccurate to you or makes an overpayment to you or on your behalf, DDAZ is entitled to reimbursement from you or the provider of dental services or may offset the amount owed against a future claim. Inaccurate payments are not a waiver of any future rights of DDAZ to deny payment for noncovered benefits.

Complaints About Dental Services

This dental program recognizes the right of each Covered Person to select a dentist of his or her own choosing. Neither your Employer Group nor DDAZ assumes any responsibility for the selection of dentists or for the quality of services received. However, all these parties are vitally interested in resolving questions that may arise concerning availability or quality of dental care. In fact, DDAZ is committed to assuring, to the degree possible, that the professional services provided under this

program do meet professionally established standards of dental health care. DDAZ will, on its own or in consultation with a review committee of either the local and/or state dental society, thoroughly review the facts in each case and make a recommendation with regard to the issues brought to our attention. Subscribers who have questions concerning the services received either personally or by their dependents, should direct those questions to:

**Professional Services Department
Delta Dental of Arizona
PO Box 43000
Phoenix, Arizona 85080-3000**

WHAT IS COVERED?

Benefit Payment Definitions

A. Contract Year

The Contract Year is the twelve (12) month period beginning on the effective date of the Contract and each yearly period thereafter. The Employer Group Dental Contract is for one (1) year renewable terms. At any renewal period any portion of This Employer Group Dental Contract may be amended, particularly the benefit provisions and rates. The twelve (12) month period for each Contract Year is outlined in the Summary of Benefits included in this Dental Benefits Booklet.

B. Benefit Year

Benefit Year is the time period for which benefits are paid; certain time limitations are tracked and the deductibles and maximum benefits described below are applied. A Benefit Year can be either a calendar year or an Employer Group Contract year. Please refer to the Summary of Benefits included in this Dental Benefits Booklet to determine the benefit period for your Employer Group.

C. Deductibles

Deductible is the amount of covered dental expenses that you pay before the dental benefits are payable and applies to each Covered Person per Benefit Year. Only fees charged for covered dental services will be used toward the deductible. Please refer to the Summary of Benefits included in this booklet for the dental services for which the deductible is applied.

How the deductible works:

1. When covered dental expenses equal to the deductible amount have been incurred and submitted to DDAZ, the deductible will be satisfied.
2. DDAZ will not pay benefits for covered dental services applied to the deductible.

3. There is one common deductible amount for the Participating and Non-participating Dentists.
4. The deductible is for a Benefit Year and is calculated on the date of service.
5. The lesser of the DDAZ's allowance or billed charges for covered services will count toward the deductible.
6. Charges incurred for dental services that are not covered during a Benefit Waiting Period will not be applied toward the deductible.

D. Family Deductible Maximum

(Applies only if noted in the Summary of Benefits included in this Dental Benefits Booklet and the Employer Group Dental Contract). Any amount applied to each Covered Person's deductible will count toward a family deductible maximum. Once the family deductible maximum is met, no further, deductible(s) is required. No family member may contribute more than the individual deductible amount toward the family maximum.

E. Benefit Specific Deductibles

Your benefit plan may include other deductibles that are in addition to your Benefit Year deductible. Examples of benefits which may require an additional deductible are TMJ and orthodontics. Refer to your Summary of Benefits included in this Dental Benefits Booklet.

F. Benefit Year Maximum

The Benefit Year Maximum is the total dollar amount that DDAZ will pay for dental services rendered during any one (1) Benefit Year as per the Employer Group Dental Contract. This Benefit Year Maximum applies to each Covered Person per Benefit Year. Please refer to the Summary of Benefits for the dental services that are included in the Benefit Year Maximum.

The Benefit Year Maximum available to the Subscriber or covered dependent during a Benefit Year is shown in the Summary of Benefits included in this booklet. This maximum will apply even if coverage is interrupted or if the Subscriber or any dependent has been covered both as an employee and a dependent. You cannot transfer all or any portion of your Benefit Year Maximum from person to person or year to year. All covered dental services that do not have a separate lifetime maximum will apply to the Benefit Year Maximum regardless of coinsurance level.

G. Specific Benefit Maximum

Some benefits may have a specific lifetime maximum. No benefits will be paid over the maximum amount specified in this benefit provision. The lifetime maximum amount is usually a separate benefit maximum and, as such, does not apply toward the annual maximum. The types of benefits, which may have a separate benefit maximum, include periodontics and orthodontics and temporomandibular joint (TMJ) procedures. Please refer to your Summary of Benefits included in this Dental Benefits Booklet for any procedures that have a Specific Benefit Maximum.

H. Benefit Waiting Periods

Some procedures may have a Benefit Waiting Period. The Summary of Benefits included in this Dental Benefits Booklet states the length of Benefit Waiting Periods and which dental services are subject to a Benefit Waiting Period. Charges incurred for dental services that are not covered during a Benefit Waiting Period will not be applied toward the deductible.

I. Dental Services

Expenses submitted to DDAZ must identify the dental services performed in terms of the American Dental Association Uniform Code on Dental Procedures and Nomenclature by narrative description. DDAZ reserves the right to request x-rays, narratives and other diagnostic information, as needed, to determine benefits. We consider a temporary service to be an integral part of the final service.

J. Alternate Treatment

Occasionally, there are several professionally accepted methods to treat a dental condition. For example, a tooth can be restored with a crown or a filling, and missing teeth can be replaced with either a fixed bridge or a partial denture. In addition, several different types of appliances can be used for orthodontia with either metal brackets, ceramic brackets or sublingual brackets chosen. DDAZ will make payment based on the allowance for the less expensive procedure provided that the less expensive procedure meets the accepted standards of dental treatment. DDAZ's decision does not commit the patient to the less expensive procedure. However, if the patient and the dentist choose the more expensive procedure, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ.

K. Date of Service

The date of service is indicated in the Covered Dental Services in this Dental Benefits Booklet by type of procedure.

DESCRIPTION OF SERVICES

The following is a complete list of covered dental services. DDAZ will not pay benefits for expenses incurred for any service not listed in this Dental Benefits Booklet or the Employer Group Dental Contract.

Only those services indicated as covered benefits on the Summary of Benefits included in this Dental Benefits Booklet are covered. Also noted in the Summary Benefits are the following:

- A. Deductibles and maximum benefits;
- B. The Benefit Year (calendar year or an Employer Group Contract year);
- C. The Contract Year for the Employer Group;
- D. The categories of expenses indicating the coinsurance level at which these dental services will be covered (Routine, Basic or Major);
- E. The Benefit Waiting Period for each category of expense (if applicable).

The program includes these covered dental services when they are performed and completed by a licensed dentist in a dental office and when necessary and appropriate as determined by the standards of generally accepted dental practice. Covered dental services covered are subject to the Limitations and Exclusions described within this Dental Benefits Booklet and in accordance with the Employer Group Dental Contract

As deemed necessary on an individual basis, Delta Dental of Arizona may request radiographs and additional information for consultant review to determine if any procedures or services submitted for predetermination or for payment are:

1. a covered benefit under the group contract
2. within the guidelines generally accepted by the American Dental Association and Delta Dental of Arizona's Processing Policies

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

REPLACEMENT OF PRIOR EMPLOYER GROUP DENTAL CONTRACT

If this plan replaces another carrier's group dental contract for the same Policyholder, the No Loss/No Gain Provisions as outlined in this paragraph apply. In applying the deductible provisions of this Employer Group Dental Contract, DDAZ will give credit for expenses incurred during the same Benefit Year applied in satisfaction or partial satisfaction of any deductible under the prior contract. DDAZ will reduce lifetime and annual maximums under This Employer Group Dental Contract by any allowable amounts applied towards comparable lifetime or annual maximum amounts in the prior carrier's group dental contract for the same benefit year. To administer these provisions, DDAZ must have knowledge of these deductibles and maximum amounts whether supplied through the Employer Group, by an Explanation of Benefits through the Subscriber or by the dental history records on a Covered Person as maintained by DDAZ.

COVERED DENTAL SERVICES

The date of service is the date the procedure was performed unless otherwise noted below.

Examinations or Evaluations

Exams or evaluations – oral exams and problem focused exams; no more than two (2) per benefit year.

Diagnostic X-Ray Services

- A. Full -mouth x-ray series/ panoramic film, vertical bitewings is a benefit once in a three (3) year interval from the date this procedure was last performed.
- B. Bitewing x-rays are allowed twice (2) in a benefit year.

Routine prophylaxis (scaling and polishing of teeth)

- A. Routine prophylaxis is a benefit twice (2) in a benefit year.
- B. Routine prophylaxis and periodontal prophylaxis are considered to be interchangeable services. A patient must have documented periodontal history to receive a periodontal maintenance benefit (excluding full mouth debridement).

Please refer to Periodontics for full mouth debridement (difficult prophylaxis).

Fluoride treatment

- A. Fluoride treatment is a benefit for dependent children (twice in a calendar year) up to the age as stated in the Summary of Benefits.

Space maintainers due to the premature loss of diseased posterior primary (baby) teeth.

- A. Space maintainers for posterior primary (baby) teeth are covered up to the age as stated in the Summary of Benefits.
- B. Anterior space maintainers are not a covered benefit.

Interim Caries Arresting Medicament

Treatment of an active, non-symptomatic carious lesion by topical application of a caries arresting or inhibiting medicament is a benefit twice (2) per benefit year per tooth.

Resin Restoration

Preventive resin restoration on permanent teeth for a moderate to high caries risk patient, are a benefit once (1) per lifetime, covered up to the age as stated in the Summary of Benefits.

Sealants

- A. Sealants, once per tooth in a two (2) year period for permanent molars & bicuspids.
- B. Sealants are a benefit for children up to the age and specified frequency as stated in the Summary of Benefits.

Fillings

- A. Initial placement of amalgam fillings. Replacement of an existing amalgam filling, but only if: at least 24 months have passed since the existing filling was placed; or a new surface of decay is identified on that tooth.
- B. Initial placement of resin-based composite fillings. Replacement of an existing resin-based composite fillings, but only if: at least 24 months have passed since the existing filling was placed; or a new surface of decay is identified on that tooth.

Pre-formed crowns

- A. Pre-formed crowns are a benefit once in a two (2) year interval from the date this procedure was last performed on specific primary (baby) teeth.
- B. Pre-formed crowns are a benefit once in a five (5) year interval from the date this procedure was last performed on specific permanent teeth.

Crowns and Onlays

The date of service for crowns and onlays is on the preparation date.

Crowns and onlays as follows, but only when the teeth cannot be restored with fillings due to severe loss of hard tooth structure as a result of decay or fracture. This excludes loss of tooth structure, fractures, and damage to either hard or soft tissues due to attrition, erosion, abrasion (wear), bruxism and/or as a result of a device worn in a tongue or lip piercing.

- A. Prefabricated stainless steel crown or prefabricated resin crown and onlays are a benefit once in a five (5) year interval from the date this procedure was last performed on the same tooth.
- B. Crowns and onlays are a benefit only when no other professionally acceptable form of treatment can be performed.

- C. Crown build-ups are a benefit only when necessary to retain a cast restoration due to extensive loss of tooth structure.
- D. Crown build-ups (pin, bonded, or post and core) are a benefit once in a five (5) year interval from the date this procedure was last performed on the same tooth.
- E. Crowns and onlays are a benefit when provided for patients twelve (12) years of age or older. An allowance of a pre-formed crown will be benefited for patients under 12 years of age.
- F. Post and core buildups are not a benefit under an onlay.
- G. Veneers are **not** a covered benefit unless noted on the Summary of Benefits and included in your Employer Group Dental Contract. If veneers are not included, an alternate benefit of a crown will be provided, if the above criteria are met.
- H. Inlays are not a covered benefit unless noted on the Summary of Benefits and included in your Employer Group Dental Contract. If inlays are not included, an alternate benefit of a filling will be provided.

Endodontics

Benefits will be provided for necessary procedures for pulpal therapy in primary (baby) teeth (pulpotomy) and root canal treatment of infected tooth pulp (nerve) in permanent teeth.

- A. Endodontic benefits as described above are limited to not more than once every three (3) years for the same tooth.
- B. The date of service is the date the Root canal is completed.

Periodontics

Benefits will be provided for treatment of diseases of the tissues supporting the teeth (gingival and/or alveolar bone).

- A. Periodontal Scaling and Root Planing is a benefit once in a two (2) year interval from the date this procedure was last performed on specific teeth or quadrants.
- B. Surgical periodontal treatment is a benefit once in a three (3) year interval from the date this procedure was last performed on those specific teeth or quadrants.
- C. Full Mouth Debridement (difficult prophylaxis) is **not** a covered service.

- D. Periodontal maintenance, where periodontal treatment (including scaling, root planning, and periodontal surgery, such as gingivectomy, gingivoplasty and osseous surgery) has been performed. Periodontal maintenance is limited to once in six (6) months, less the number of teeth cleanings received during such six (6) month period.

Prosthetic Services

Removable and Fixed Appliances

The date of service for a **removable appliance is the delivery date.**

The date of service for a **fixed appliance is the date of preparation.**

Provides bridges, partial dentures and full dentures for replacement of fully extracted or missing teeth. Initial installation of full or partial dentures (other than implant supported prosthetics) when needed to replace natural teeth that are lost while the person receiving such benefits was covered for denture benefits.

- A. Adjustments to complete or partial dentures are limited to two (2) adjustments per denture, per twelve (12) months (after six months has elapsed since initial placement of the denture).
- B. Implants are **not** a covered benefit, unless otherwise stated in the Summary of Benefits included in this benefit booklet.
- C. Dentures, removable partials and fixed bridges are a benefit once in a five (5) year interval from the date this procedure was last performed.
- D. Relines and rebases are a benefit once in a two (2) year interval from the date this procedure was last performed.
- E. Temporary partial denture (flipper) for replacement of any of the permanent anterior teeth is a benefit once in a lifetime, per arch.
- F. A fixed prosthesis is not a benefit under the age of sixteen (16).

Oral and Maxillofacial Surgery Procedures

Benefits will be provided for extractions and surgical procedures, except when subject to the Limitations and Exclusions described within this Dental Benefits Booklet.

Post-treatment care for extractions and surgical procedures is considered to be part of the procedure performed and a separate benefit is not provided.

General Anesthesia and Intravenous Sedation/Analgesia

General anesthesia or intravenous sedation in connection with oral surgery, extractions or other covered services, when the Claims Administrator determines such

anesthesia is necessary in accordance with generally accepted dental standards. Not for anxiety, behavioral or management problem.

Benefits for general anesthesia and intravenous sedation/analgesia will be provided only if the following conditions are met. That it is:

- A. Performed by a Dentist licensed to perform general anesthesia;
- B. Administered in a dental office;
- C. When performed in conjunction with Oral and Maxillofacial Surgery Procedures (excluding routine extractions and removal of coronal remnants). Payment is based on the submitted dental codes for the actual procedures, not for complicating factors, such as swelling or infection.
- D. Necessary due to medically concurrent conditions, (i.e., neurological motor control problems) and documented by a medical physician;

Emergency Palliative Treatment

Emergency treatment for the relief of pain.

Palliative treatment is not covered if definitive treatment is performed for the same problem on the same date. Examination and x-rays are not considered a relief of pain.

ORTHODONTIC SERVICES

Orthodontia is a covered benefit for children up to the specified age and lifetime maximum as stated in the Summary of Benefits included in this dental benefits booklet. Adult orthodontia is **not** a covered service under this plan.

Procedures using appliances (non-surgical) to treat misalignment of teeth and/or jaws which significantly interfere with their function.

Benefit payments will be distributed over the course of treatment as follows, or dictated by the Employer Group Dental Contract:

- A. An initial payment will be made after review of the plan of care for orthodontic services and upon either insertion of the appliance or upon initial banding. The initial banding date is considered the date of service for orthodontic services.
- B. The second payment will be made one year after the insertion or banding date if the patient has current eligibility.
- C. Treatment must not begin prior to the age of eight. Please refer to the Summary of Benefits for maximum age limitations.

- D. Full benefits are provided by DDAZ only if:
 - 1. The first active appliance was inserted OR if the initial banding was performed while the patient was covered for this benefit under this Employer Group Dental Contract.

- E. Takeover benefits are provided by DDAZ only if:
 - 1. The member is in current active orthodontic treatment, and
 - 2. The first active appliance was inserted OR if the initial banding was performed before the member was covered under this DDAZ policy.
 - i. The total benefit payable under the DDAZ plan will be determined based on the lifetime orthodontia maximum under this DDAZ dental plan less the estimated value of service provided prior to the participant's effective date.
 - 3. The orthodontic work in progress was not performed under a dental health maintenance organization (DHMO).

- F. Payments will be discontinued if treatment ceases for any reason including discharge from treatment by the dentist for non-compliance.

- G. Repair or replacement of an orthodontic appliance that is broken or lost, for any reason, is not covered. Orthodontic benefits end at cancellation of coverage.

- H. Orthodontic records (i.e. study molds, photographs, panoramic and cephalometric x-rays) are included as part of the orthodontic maximum.

- I. Orthodontic benefits
 - 1. Do not include removable or fixed appliances therapy to control harmful habits.
 - 2. Include metal brackets. When the subscriber chooses an alternative treatment, such as ceramic or sublingual brackets, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ.
 - 3. Treatments planned to last less than 30 months under the plan of care for orthodontic services prepared before the initial date of service for orthodontic services. Any treatment planned before the initial date of service to last more than 30 months is an alternative treatment for which the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ.
 - 4. Do not include orthognathic surgery.

General Limitations - All Services

- A. If an eligible person with a covered condition selects a service that is not provided for under the terms of This Employer Group Dental Contract, or

- selects specialized techniques rather than standard dental services, DDAZ will pay the applicable percentage of the allowable fee for the standard covered dental service and the patient is responsible for the difference between what DDAZ paid and the dentist's fee.
- B. Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the covered amount for the covered services.
 - C. Local anesthesia is considered a component of any procedure in which it is used.
 - D. A temporary dental service will be considered an integral part of a complete service rather than a separate service, and separate payment will not be made for a temporary service unless otherwise included as a covered service of this Contract.
 - E. If a Covered Person transfers from the care of one (1) dentist to that of another dentist during a course of treatment, DDAZ will not pay for more than the amount it would have paid for had only one (1) dentist rendered all the dental services during each course of treatment. DDAZ will not pay for duplication of dental services.
 - F. Even if your dentist has: prescribed, recommended or provided the service, it does not necessarily make the procedure eligible for benefits even though it is not expressly excluded in this Dental Benefits Booklet. Regardless of dental or medical necessity, not all treatments and services recommended or performed by your dentist are covered benefits.
 - G. If you or any of your dependents have received free services by or through a public program, DDAZ will coordinate benefits based on submitted documentation.
 - H. When an alternate benefit allowance is given, the alternate procedure allowed is subject to the time limitations of the procedure benefited.
 - I. When a procedure is benefited, and then a new service is performed on the same tooth, it is subject to the time limitations of the prior service; therefore, benefits will be reduced on the new service.
 - J. Sterilization fees are considered a component of any procedure in which it is used.
 - K. If a covered service is subject to a benefit waiting period and the treatment begins prior to the completion of the waiting period, no benefit is allowed.

Exclusions: This plan will not pay dental benefits for charges incurred for:

- A. Services for injuries or conditions which are compensable under Workman's Compensation or Employer's Liability Law, services which are provided the Covered Person by any Federal or State Government Agency or are provided without cost to the Covered Person by any municipality, county or other political subdivision, or community agency.
- B. A service or procedure that is not generally accepted by the American Dental Association and DDAZ's processing policies.
- C. A service or procedure that is not described as a benefit of This Employer Group Dental Contract and included in the Summary of Benefits in this Dental Benefits Booklet.

- D. A method of treatment more costly than is customarily provided. Benefits will be based on the least expensive professionally accepted method of treatment.
- E. Dental and surgical services with respect to cosmetic surgery, dentistry for purely cosmetic reasons or orthognathic surgery.
- F. Specialized techniques including but not limited to precious metal for removable appliances, precision attachments for partials or bridges, overdentures, overlays, implantology, **ceramic or sublingual brackets for orthodontia** as well as procedures and appliances associated with the preceding procedures in addition to personalization and characterization.
- G. Charges for any health care not specifically covered under this Employer Group Dental Contract including hospital charges, prescription drug charges, and laboratory charges or fees.
- H. Charges for dental services which are started prior to the date the person became covered under This Employer Group Dental Contract or which are performed during the Benefit Waiting Period.
- I. Procedures, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: altering vertical dimension, replacing or stabilizing tooth structure lost by attrition, erosion, abrasion wear or bruxism, realignment of teeth, periodontal splinting, splinting, gnathologic recordings, equilibration, bite appliances or harmful habit appliances and/or other damage to either hard or soft tissues as a result of a device worn in a tongue or lip piercing is not a covered benefit.
- J. Temporary dentures, other than those provided in This Employer Group Dental Contract.
- K. Study models, casts and other ancillary services not covered in this Employer Group Dental Contract unless orthodontics is included as a covered benefit in the Summary of Benefits.
- L. Travel time and related expenses.
- M. Orthodontic services except when covered by This Employer Group Dental Contract and included in the Summary of Benefits.
- N. Direct diagnostic or surgical and non-surgical treatment procedure applied to body joints or muscles, temporal mandibular joint (TMJ) or temporal mandibular disturbances (TMD), except when covered by This Employer Group Dental Contract and included in the Summary of Benefits.
- O. Any claim received more than twelve (12) months from the date of service or twelve (12) months after the termination of This Employer Group Dental Contract whichever comes first.
- P. Any adjustments to previously received claims, including submissions of additional information, received more than twelve (12) months from the initial payment date or initial date of the requested information.
- Q. Experimental or transitional procedures or any procedure other than those covered services.
- R. Myofunctional therapy or speech therapy.
- S. Services not performed in accordance with the laws of the State of Arizona, services performed by any person other than a person authorized by dental license to perform such services, or services performed to treat any

- condition, other than an oral or dental disease, malformation, abnormality or condition as explained.
- T. Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
 - U. Replacement of lost, stolen or damaged dental appliances.
 - V. Procedures or services performed in conjunction with uncovered dental services.
 - W. All other services not specified as covered dental service

WHAT ELSE DO I NEED TO KNOW ABOUT CLAIMS PAYMENT?

Claims Inquiry

A toll free number is available for your use in calling DDAZ to inquire about claims, claim payment status or to check on a specific dentist's status with regard to participation with DDAZ. Phoenix area calls should be made to (602) 938-3131. You may also phone (800) 352-6132.

Coordination of Benefits

DDAZ coordinates the benefits under this program with you or your dependents' benefits under any other group managed care program or insurance policy. Benefits under one (1) of these programs may be reduced so that your combined coverage does not exceed the Maximum Reimbursable Amount or non-participating dentist allowable fee for the covered service. If this plan is the "primary" program, DDAZ will not reduce benefits, but if the other program is primary, DDAZ may reduce benefits. The reduction will be the amount paid under the terms of the primary program if it exceeds DDAZ's Maximum Reimbursable Amount. Refer to Covered Dental Services in the Summary of Benefits included in this Dental Benefits Booklet.

Determination of Primary Program

If a person is eligible for benefits under two (2) or more programs and more than one (1) of the programs provides coverage for an allowable benefit, DDAZ will pay according to the Determination of the Primary Program stated below:

- A. The program covering the patient as a Subscriber is primary over a program covering the patient as a Covered Dependent.
- B. When the patient is a dependent child, then the birthdays of the parents determine which program is primary. The program of the parent whose birthday (month and day, not year) occurs earlier in a calendar year is primary and will pay its benefits first. The program covering the parent whose birthday occurs later in the year is secondary.
- C. When the parents of a dependent child are legally separated or divorced, the program covering the parent with legal custody is primary. The program covering the spouse of the parent with custody (i.e. stepparent) is next. The program of the

parent not having legal custody is last. However, if there is a court decree assigning the responsibility for healthcare expenses of the child to one (1) parent, then the program covering that parent is primary.

- D. If the patient is a member of a pre-paid dental plan or other capitation plan and is also a Covered Person under this Employer Group Dental Contract then this Employer Group Dental Contract is primary, without regard to the existence of such other plan. DDAZ 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.
- E. The program covering the patient as an employee (or as that employee's dependent) is primary over the program covering the patient as a laid off or Retired Employee (or that employee's dependent).
- F. If the above rules do not apply, or if there are two (2) "primary" coverage plans due to retirement, then the program covering the patient longer is primary.

Right to Receive and Release Necessary Information

DDAZ may release or obtain information from any insurance company or other person(s) as necessary to meet the "Coordination of Benefits" provisions of This Contract. DDAZ will determine the existence of, or amount payable under any other program, through the eligible person claiming benefits under This Employer Group Dental Contract.

Right of Recovery

DDAZ will recover any payment made that is more than the obligation determined by **the terms and conditions of the Employer Group Dental Contract** and the rules of the Coordination of Benefits provision.

Provisions Required by Law

Before approving a claim, DDAZ will be entitled to receive, to such extent as may be lawful, from any attending or examining dentist who is providing dental services to a Covered Person, any information and records regarding the examination and treatment of a Covered Person, as may be required to administer the claim. DDAZ will in every case hold such information and records confidential. DDAZ takes confidentiality very seriously and has various processes in place to ensure that sensitive or confidential information is safeguarded and that the release of such information is made only to facilitate coverage and in accordance with state and federal laws.

The release of information is made only to facilitate coverage. DDAZ will not release information to spouses, relatives, attorneys, or others purporting to be the representative without your written consent. If you wish to authorize someone to have access to information, you must send a written request. You may visit our website, www.deltadentalaz.com or call DDAZ's Customer Service Department to request an Authorization to Disclose or an Authorized Representative Form. Once DDAZ receives the form, it will release information to the person you have designated.

DDAZ may also limit release of information to the parent of dependent children who have reached the age of majority and are not subject to guardianship or conservatorship, even when such children are covered under the parent's policy.

When the Subscriber is not a custodial parent of a child who is covered because of a court administrative order to provide health benefits that include dental coverage to that child, DDAZ will provide benefit information to the custodial parent, permit the custodial parent to submit claims for the child and make payments directly to the custodial parent, provider or state agency as applicable. Under Arizona law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. Absent a copy of such order and subject to the confidentiality provisions described above, DDAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDAZ is not a party to domestic disputes. Such matters must be resolved between parents of the dependent child.

Claim: A demand by an insured or another party for indemnification of a loss under an insurance contract or bond; sometimes, the actual or estimated amount of a loss.

Filing a Claim

Claims should be filed on DDAZ forms. If DDAZ does not provide the requested forms within fifteen (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 DDAZ receives the DDAZ forms or a written statement as outlined above within the time frame as stated in the following paragraph.

Time Limits on Filing Proof of Loss

DDAZ must receive Proof of Loss within ninety (90) days after the termination of care for which Benefits are payable. If that is not possible, it must be received as soon as reasonably possible, but not later than three hundred sixty-five (365) days after the date of service. If the Proof of Loss is received outside these limits, the claim will be denied. These limits will not apply should the Subscriber lack legal capacity.

Proof of Loss

Proof of Loss means written proof that the Covered Person has incurred Dental Expenses for which Dental Benefits are payable. Proof of Loss must be provided at the Subscriber's expense. No dental benefit will be paid until Proof of Loss is satisfied.

Documentation of Proof of Loss

At the Subscriber's expense, it is necessary to submit completed claim statements, with the Subscriber's or Covered Person's signed authorization for DDAZ 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. DDAZ

reserves the right to reject or suspend a claim based on lack of dental information or records.

Investigation of Claims

DDAZ may investigate your claims at any time. At DDAZ's expense, we may have a dental professional of our choice examine the Covered Person and/or review x-rays. DDAZ may deny or suspend payment of Dental Benefits if the Covered Person or the dentist providing care fails to cooperate with a review or examination by the Dental Professional that DDAZ selects.

Payment of Dental Benefits

DDAZ will pay all dental benefits directly to the Participating Dentists or to the Subscriber if the dentist is a Non-participating Dentist immediately after Proof of Loss is established. DDAZ does not require that any covered services be provided by a specific Dentist. See the Network of Member Dentists Section of this Employer Group Dental Contract for a complete description of how benefits are paid for Participating and Non-participating Dentists.

Notice of Decision on Claim

If additional information is needed and, therefore, DDAZ is unable to pay the claim, the Subscriber will receive a notice of our receipt of the claim within fifteen (15) working days after DDAZ receives the claim. If DDAZ denies your claim or procedure, or reduces your payment, in whole or in part, including those due to eligibility to participate or utilization review, you will receive an Explanation of Benefits (EOB) describing your liability for services received. If you have no liability and part of your claim is denied (included in the participating dentist agreement), you will not receive an EOB. The plan provisions that are relied upon for processing are included in your benefit booklet. If the Subscriber does not receive DDAZ's decision within thirty (30) days after DDAZ receives information required to process the claim, the Subscriber will have an immediate right to request a review as if the claim had been denied.

If DDAZ denies any part of the claim, the Subscriber will receive a written notice of denial containing:

- A. The reasons for the decision,
- B. A description of any additional information needed to support the claim, and
- C. Information concerning the Subscriber's right to appeal the decision.

Time Limits on Legal Actions

No action at law or in equity may be brought until sixty (60) days after you have given us Proof of Loss. No such action may be brought more than three (3) years after the earlier of:

- A. The date DDAZ receives the Proof of Loss, and
- B. The end of the period within which Proof of Loss is required to be given.

Claims Appeal Process

The Plan Sponsor has elected to assign DDAZ to handle all levels of the Plan's claims appeal process. DDAZ will have full and final authority on claims disputes under this plan.

RIGHTS UNDER ERISA

This applies to ONLY those groups who are governed by and not exempt from the Employee Retirement Income Security Act (ERISA) of 1974.

As a participant in the Employer Group Dental Program, you may be entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA) of 1974.

ERISA provides that all Plan participants will be entitled to:

- Examine, without charge, at the Employer's office, all Plan documents, including the Employer Group Dental Contract, any relevant collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report.

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Employer Group Dental Contract. These persons who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the other Plan participants and beneficiaries.

No one, including your Employer, a union or any person, may fire you or discriminate against you in any way to prevent you from obtaining a benefit under this plan or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to one hundred ten dollars \$110 a day until you receive the materials, unless the materials were not

sent because of reason beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

**Delta Dental of Arizona
PO Box 43000
Phoenix, Arizona 85080-3000**