



# Delta Dental PPO Handbook

# Your Choice of Dentist — Delta Dental PPO

Delta Dental PPO is Delta Dental's preferred provider option (PPO). This option offers an added advantage to patients receiving treatment from a Delta Dental PPO Dentist.

As a Delta Dental Subscriber, you are free to see any Dentist you choose on a treatment by treatment basis — whether or not the Dentist is included in our Delta Dental PPO Dentist Directory. *It is important to remember, however, that your out-of-pocket costs may be lower when you see a Delta Dental PPO Dentist.*

## **Delta Dental PPO Dentists:**

Delta Dental PPO Dentists have signed a contract with Delta Dental, agreeing to accept reduced fees for the Dental Procedures they provide. This reduces your out-of-pocket costs, because you will be responsible only for applicable Deductible amounts, Copayments and Coinsurance for Benefits. And because these Dentists agree to fees approved by Delta Dental, they receive payment directly from Delta Dental.

## **Dentists Outside the Delta Dental PPO Network:**

### *Delta Dental Premier Dentists*

Delta Dental Premier Dentists have signed a contract with Delta Dental, agreeing to accept direct payment from Delta Dental. They have also agreed not to charge you any amount that exceeds the Maximum Plan Allowance. However, you will still be responsible for Deductibles, Copayments, Coinsurance, and fees for services that are not Benefits under your Group's Contract.

The Maximum Plan Allowance is the total dollar amount allowed under your Group's Contract for a specific Benefit. The Maximum Plan Allowance will be reduced by any Deductible and Coinsurance the Subscriber or Covered Dependent is required to pay.

### *Noncontracted Dentists*

If your Dentist has not signed a contract with Delta Dental, claim payments will still be calculated based on the Maximum Plan Allowance, but they will be sent directly to you rather than to the Dentist. You will then need to reimburse your Dentist through his or her usual billing procedure. You will be responsible for any amount in excess of the Maximum Plan Allowance, as well as any Deductible, Copayment, Coinsurance, and fees for services that are not Benefits under your Group's Contract.

Please note that if the fee charged by a Noncontracted Dentist is not allowed in full, Delta Dental is not implying that the Dentist is overcharging. Dental fees vary and are based on each Dentist's overhead, skill, and experience. Therefore, not every Dentist will have fees that fall within the Maximum Plan Allowance.

For information on Delta Dental PPO and Delta Dental Premier Dentists, call 800-236-3712, or visit Delta Dental's website at [www.deltadentalwi.com](http://www.deltadentalwi.com).

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# Welcome

Delta Dental has been selected by your employer to provide your group dental coverage. All of us at Delta Dental are pleased to bring these important Benefits to you and any Dependents you have enrolled for coverage.

It is important for you to read this Dental Benefit Handbook with the Summary of Benefits page inserted. The Summary of Benefits lists the specific Benefits of your group dental coverage. Together, the Dental Benefit Handbook and the Summary of Benefits comprise your certificate of insurance.

This Certificate is not the insurance policy: it is evidence of insurance provided under the Contract between Delta Dental and your employer. All Benefits are paid according to the terms, conditions and provisions of your Group's Contract. This Certificate describes the essential features of such insurance. This Certificate replaces and supersedes all Certificates, endorsements and riders that we may have previously issued to you prior to the effective date of this Certificate.

The Contract issued to your employer is the complete document of insurance and governs all claims processing. It will serve as Delta Dental's primary resource when answering questions regarding your dental claims. You may examine your Group's Contract any time by contacting your employer or Delta Dental during normal business hours.

**All claims are settled based on a specific methodology. The eligible amount of a claim may be less than the provider's billed charge.**

## Definitions

"Benefit Accumulation Period" means the time period shown in the Summary of Benefits insert.

"Benefit" or "Benefits" means those Dental Procedures that are covered by Delta Dental under the terms of your Group's Contract as specified in the Summary of Benefits.

"Certificate" means the Dental Benefit Handbook and Summary of Benefits issued to a Subscriber insured through the Group. The Certificate outlines the Benefits provided by your Group's Contract.

"Contract" means the Master Group Contract, Declarations, Insuring Agreement Endorsement, and any other endorsements attached to the Master Group Contract, together, and constitutes the policy of insurance issued by Delta Dental to your Group.

"Coinsurance" means the percentage of the Maximum Plan Allowance paid by the Subscriber or Covered Dependent for a specific Benefit each time such Benefit is provided under your Group's Contract, subject to the Coverage Percentage.

"Coverage Percentage" means the percentage of the Maximum Plan Allowance paid by Delta Dental for a specific Benefit, as specified in the Summary of Benefits.

"Covered Dependent" means a Dependent who (a) is listed in the documents necessary for coverage under the Contract, (b) has been accepted by Delta Dental as a Covered Dependent, and (c) for whom the appropriate premium has been paid.

"Deductible" means the specified dollar amount that a Subscriber or Covered Dependent is required to pay each Contract term before Delta Dental will pay for Benefits as specified in the Summary of Benefits. The Deductible is applied to the fee for Benefits that Delta Dental contracts with the Dentist to pay or to the Maximum Plan Allowance for Benefits, whichever is applicable.

“Delta Dental” means Delta Dental of Wisconsin, Inc.

“Dental Procedure” means dental treatment provided by a Dentist or a licensed hygienist employed by a Dentist and reported to Delta Dental using the Code on Dental Procedures and Nomenclature (CDT).

“Dentist” means a person duly licensed to practice dentistry in the State of Wisconsin or in the state or country in which the Dental Procedures are provided.

“Dependent” means a person other than the Eligible Employee who has satisfied the criteria for eligibility to enroll for coverage under your Group’s Contract.

“Eligible Employee” means an employee or member of the Group who has satisfied the criteria for eligibility to enroll for coverage under your Group’s Contract.

“Emergency” and “Urgent” mean a serious dental condition that manifests itself by acute symptoms of sufficient severity, including severe pain, to lead a prudent layperson who possesses an average knowledge of health and medicine to reasonably conclude that a lack of immediate professional attention will likely result in any of the following: (a) Serious jeopardy to the person’s health or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn child; (b) serious impairment to the person’s bodily functions; or (c) serious dysfunction of one or more of the person’s body organs or parts.

“Grievance” means any dissatisfaction with the administration, claims practices, or provision of services by Delta Dental that is expressed in writing by or on behalf of a Subscriber or Covered Dependent.

“Group” means the employer, association, union or other organization contracting with Delta Dental to provide Benefits to its Eligible Employees or members and their Dependents, if applicable.

“Maximum Plan Allowance” means the total dollar amount allowed under the Contract for a specific Benefit. The Maximum Plan Allowance will be reduced by any Deductible and Coinsurance the Subscriber or Covered Dependent is required to pay.

“Noncontracted Dentist” means a Dentist who is not a member of any of Delta Dental’s provider networks.

“Open Enrollment Period” means an enrollment period during which time any Eligible Employees and/or Dependent may apply to become a Subscribers and/or Covered Dependent, and existing Subscribers may apply to change to another Delta Dental provider network or coverage option, if available, or elect to terminate coverage.

“Subscriber” means an Eligible Employee or member of the Group who (a) has completed and signed the documents necessary for coverage under the Contract, (b) has been accepted by Delta Dental as a Subscriber, and (c) for whom the appropriate premium has been paid.

“Summary of Benefits” is a listing of the specific Benefits and Benefit limitations for Dental Services provided under the terms of your Group’s Contract. The Summary of Benefits is provided as an insert with this Dental Benefit Handbook.

“Urgent Care Grievance” means any dissatisfaction with the administration or claims practices of or provision of services by Delta Dental that requires immediate dental attention. An Urgent Care Grievance must be delivered to Delta Dental in writing, in person, or by telephone. See Grievance Procedure on page 11 of this Dental Benefit Handbook.

“You” and “Your” means the Subscriber.

## Filing Claims

To file a claim with Delta Dental, simply present your Employee Identification Card to the receptionist at the dental office, or give your Employee Identification Number. Claims must be filed on forms acceptable to Delta Dental and we will provide claim forms to your Dentist upon request.

## Predetermination of Benefits

After an examination, your Dentist may recommend a treatment plan. If the services involve crowns, fixed bridgework, or partial or complete dentures, ask your Dentist to send the treatment plan with radiographs to Delta Dental. The available coverage will be calculated and printed on a Predetermination of Benefits form. Copies of the form will be sent to you and your Dentist.

The Predetermination of Benefits form is valid for one year from the date issued.

Predeterminations are not required, but Delta Dental encourages you to use this service. Should you have any questions about a predetermination, just call us at 800-236-3712.

Before you schedule dental appointments, you and your Dentist should discuss the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

## Optional Treatment

Delta Dental will pay the applicable Maximum Plan Allowance for the least expensive Dental Procedure that is adequate to restore the tooth or dental arch to contour and function, but only if that Dental Procedure is a Benefit under your Group's Contract. The Subscriber or Covered Dependent will be responsible for the remainder of the Dentist's fee if a more expensive Dental Procedure is selected. The Coinsurance and Deductible will apply regardless of which Dental Procedure is selected.

## Covered Dental Procedures

Only Dental Procedures indicated as Benefits on your Summary of Benefits insert are covered under your Group's Contract.

Covered Dental Procedures are subject to the limitations described in the Summary of Benefits insert and the exclusions outlined in this Dental Benefit Handbook.

## Exclusions

1. Dental Procedures provided or commenced prior to the effective date of the Subscriber's or Covered Dependent's coverage under this Contract;
2. Dental Procedures to treat injuries or conditions compensable under worker's compensation or employer's liability laws;
3. Dental Procedures, including seating of appliances and prosthetics (crowns, bridges and dentures), that commenced prior to the Subscriber's or Covered Dependent's effective date of coverage under this Contract;

4. Prescription drugs, premedications or relative analgesia;
5. Charges for anesthesia other than charges by a Dentist for administering general anesthesia in connection with covered oral surgery (cutting procedures);
6. Preventive control programs;
7. Charges for completion of forms;
8. Charges for consultation;
9. Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a Dentist for treatment in any such facility;
10. Charges for treatment of, or services related to, temporomandibular joint dysfunction;
11. Services that are determined to be partially or wholly cosmetic in nature;
12. Cast restorations placed on Covered Dependents under age 12;
13. Prosthetics placed on Covered Dependents under age 16;
14. Appliances, restorations, or procedures for: (a) increasing vertical dimension; (b) restoring occlusion; (c) correcting harmful habits; (d) replacing tooth structure lost by attrition; (e) correcting congenital or developmental malformations except in newly born children; (f) temporary Dental Procedures; (g) splints, unless necessary as a result of accidental injury;
15. Dental Procedures provided by someone other than a Dentist or licensed hygienist employed by a Dentist;
16. Dental Procedures to treat injuries or diseases caused by riots or any form of civil disobedience;
17. Dental Procedures to treat injuries sustained while committing a criminal act;
18. Dental Procedures to treat injuries intentionally inflicted;
19. Replacement of lost or stolen dentures or charges for duplicate dentures;
20. Dental Procedures in cases for which, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained;
21. Local anesthetic is covered as a part of a dental procedure. General anesthetic or intravenous sedation is a Benefit only when billed with covered oral surgery (cutting procedures);
22. The repair and replacement of orthodontic appliances is not covered under this Contract, even if orthodontics is shown as covered in the Schedule of Benefits.

## Coordination of Benefits

### Applicability

This Coordination of Benefits (COB) provision applies to This Plan when a Subscriber or Covered Dependent has health care coverage under more than one Plan. "Plan" and "This Plan" as used in this Coordination of Benefits provision are defined below.

If this COB provision applies, the order of benefit determination rules shall be applied first. The rules determine whether the Benefits of This Plan are determined before or after those of another Plan. The Benefits of This Plan:

- (1) shall not be reduced when under the order of benefit determination rules, This Plan determines its benefits before another Plan, but
- (2) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described in the paragraph, Effect on the Benefits of This Plan.

### Definitions

In addition to the definitions contained in this Certificate, the following definitions apply to this Coordination of Benefits provision:

“Allowable Expense” means a necessary, reasonable, and customary item of dental expense that is covered at least in part by one or more of the Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the reasonable cash value of each procedure provided shall be considered both an Allowable Expense and a Benefit paid.

“Claim Determination Period” means a calendar year during which Allowable Expenses are compared with total benefits payable under the policy (without applying COB). It does not include any part of a year during which a person has no coverage under This Plan or any part of a year before the date this COB provision or a similar provision takes effect.

“Plan” means any of the following that provides benefits or services for, or because of, medical or dental care or treatment:

- (1) Group insurance or group-type coverage, whether insured or uninsured, that includes continuous 24-hour coverage. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
- (2) Coverage under a governmental plan or coverage that is required or provided by law. This does not include a state plan under Medicaid, Title XIX, Grants to States for Medical Assistance Programs, or the United States Social Security Plan whose benefits, by law, are excess to those of any private insurance program or other nongovernmental program. Each contract or other arrangement for coverage under (1) or (2) is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

“Primary Plan/Secondary Plan”: The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person. When This Plan is a Secondary Plan, its Benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits. When Delta Dental is the Secondary Plan, Delta Dental may reduce the Benefits under its Plan only when the sum of the following exceeds the total allowable expense in a Claim Determination Period.

- (1) The benefits the Secondary Plan would pay for Allowable Expenses in the absence of COB; plus
- (2) The benefits that would be payable under other applicable Plans for Allowable Expenses in the absence of COB, whether or not claim is made.

The amount by which the Secondary Plan’s benefits are reduced shall be used by the Secondary Plan to pay Allowable Expenses not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the claim is made. As each claim is submitted, the Secondary Plan determines its obligation to pay for Allowable Expenses based on all claims which were submitted up to that point in time during the Claim Determination Period.

When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans and may be a Secondary Plan as to a different Plan or Plans.

“This Plan” means this Contract that provides benefits for dental care expenses.

## Order of Benefit Determination Rules

*General.* When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan, which has its Benefits determined after those of the other Plan, unless:

- (1) the other Plan has rules coordinating its benefits with those of This Plan; and
- (2) both those rules and This Plan’s rules described in subparagraph 2(b) require that This Plan’s Benefits be determined before those of the other Plan.



*Rules.* This Plan determines its order of Benefits using the first of the following rules, which applies.

- (1) Nondependent/Dependent. The benefits of the Plan that covers the person as an employee, member or subscriber are determined before those of the Plan that covers the person as a Dependent of an employee, member or subscriber.
- (2) Dependent Child/Parents Not Separated or Divorced. Except as stated in subparagraph (3)(c) below, when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
  - (a) the benefits of the Plan of the parent whose birthday falls earlier in the calendar year are determined before those of the Plan of the parent whose birthday falls later in the calendar year; but
  - (b) if both parents have the same birthday, the benefits of the Plan that covered the parent longer are determined before those of the Plan that covered the other parent.

However, if the other Plan does not have the rule described in (a) but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan shall determine the order of benefits.

- (3) Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - (a) first, the Plan of the parent with custody of the child;
  - (b) then, the Plan of the spouse of the parent with custody of the child; and
  - (c) finally, the Plan of the parent not having custody of the child.

Also, if the specific terms of a court decree state that the parents have joint custody of the child and do not specify that one parent has responsibility for the child's dental care expenses or if the court decree states that both parents shall be responsible for the dental care needs of the child but gives physical custody of the child to one parent and the entities obligated to pay or provide benefits of the respective parents' Plans have actual knowledge of those terms, benefits for the Dependent child shall be determined according to Paragraph (2)(b).

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of a child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- (4) Active/Inactive Employee. The benefits of a Plan which cover a person as an employee who is neither laid off nor retired or as that employee's Dependent are determined before those of a Plan which covers that person as a laid off or retired employee or as that employee's Dependent. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule (4) is ignored.
- (5) Continuation Coverage.
  - (a) If a person has continuation coverage under federal or state law and is also covered under another Plan, the following shall determine the order of benefits:

1. First, the benefits of a Plan covering the employee, member, or subscriber or Dependent of an employee, member, or subscriber.
  2. Second, the benefits under the continuation coverage.
- (b) If the other Plan does not have the rule described in subparagraph (a), and if as a result, the Plans do not agree on the order of benefits, this paragraph (5) is ignored.
- (6) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If a covered person is entitled to coverage under a group health care Plan which primarily covers services or expenses other than dental care, and if the covered person first became eligible under the medical and dental Plans on the same date. This Plan shall be the secondary payer for those services covered by both Plans.

## Effect on the Benefits of This Plan

*When This Provision Applies.* This “Effect on the Benefits of This Plan” provision applies when, in accordance with the “Order of Benefit Determination Rules” provision above, This Plan is a Secondary Plan as to one or more other Plans. In that event, Benefits of This Plan may be reduced under this paragraph so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses. Such other Plan or Plans are referred to as “the other Plans” in the “Reduction in This Plan’s Benefits” provision, below.

*Reduction in This Plan’s Benefits.* The Benefits that would be payable under This Plan in the absence of this COB provision will be reduced by the benefits payable for the total Allowable Expenses in a Claim Determination Period under the other Plans in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made.

When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an expense incurred and a benefit payable.

When the Benefits of This Plan are reduced as described above, each Benefit is reduced in proportion. It is then charged against any applicable Benefit limit of This Plan.

*No rule in other Plan.* If the other Plan does not have rules coordinating benefits with those of This Plan, the benefits of the other Plan are determined first.

## Right to Receive and Release Needed Information

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

## Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, This Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term “payment made” means reasonable cash value of the benefits provided in the form of services.

## Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess, at its option, from one or more of:

- (1) the persons it has paid or for whom it has paid;
- (2) insurance companies; or
- (3) other organizations.

The “amount of payments made” includes the reasonable cash value of any benefits provided in the form of services.

## Eligibility

**Covered Employee.** You are eligible for coverage under your Group’s Contract while you are a regular employee of the Group who averages the number of hours as determined by the Group’s Contract and who has completed any waiting period indicated in the Summary of Benefits.

You may also be covered by your Group’s Contract if you no longer meet these conditions but have elected to continue coverage as described in the **Continued Coverage (COBRA)** section of this Dental Benefit Handbook.

**Covered Dependents.** If you are enrolled for family coverage, the following persons may be covered under your Group’s Contract as your Dependents:

1. Your lawful spouse;
2. Your unmarried children (including any children of your unmarried child until your child is 18 years old including step- and adopted children and children placed for adoption with you (please note the Dependent age limitation on your Summary of Benefits));
3. Unmarried Dependent children who are full-time students at an accredited school, college or university (please note the Dependent age limitation on your Summary of Benefits);
4. Unmarried Dependent children age 19 and over who are financially dependent on you because of physical or mental incapacity that began prior to their 19th birthday or the date you became eligible for coverage under your Group’s Contract.

**Coverage of Student on Medical Leave.** Pursuant to Wisconsin Statute 632.895 (15), a person may continue to receive Dependent coverage if, due to a medically necessary leave of absence, he or she ceases to be a full-time student and submits documentation and certification of the medical necessity of the leave of absence from his or her attending physician. Coverage may continue until the occurrence of any of the following:

1. The person advises the policy or plan that he or she does not intend to return to school full-time;
2. The person becomes employed full-time;
3. The person obtains other health care coverage;
4. The person marries and is eligible for coverage under his or her spouse’s health care coverage;
5. The person reaches the age at which coverage as a Dependent who is full-time student would otherwise end under the terms and conditions of the policy or plan;

6. Coverage of the insured through whom the person has Dependent coverage under the policy or plan is discontinued or not renewed;
7. One year has elapsed since the person's coverage continuation began and the person has not returned to school full-time. Dependents in military service are not covered by your Group's Contract.

Dependents no longer meeting the above requirements because of divorce or separation from an Eligible Employee, or the end of a child's dependency status may elect to continue coverage. Please see the **Continued Coverage (COBRA)** section of this Dental Benefit Handbook.

**Effective Dates of Coverage.** You are covered by your Group's Contract beginning on the first day the Contract becomes effective or as determined by your Group's Contract.

Your Eligible Dependents are covered beginning on the first day you become covered under your Group's Contract if you elect coverage for them. A newborn child is covered at birth and coverage continues for 60 days. If an additional premium is required to cover the newborn child, you must make written request to Delta Dental and pay the required premium within 60 days of the birth. You may, however, request coverage for a newborn child after the 60-day period but within one year of the birth provided; however, that you pay all required past premiums including an interest rate of 5.5%. If you adopt a child, coverage begins on the day the child is adopted, placed for adoption, or on the day of the final order granting adoption, whichever comes first. Changes in enrollment due to birth or adoption must be received by Delta Dental within 60 days of the birth or adoption.

An Eligible Employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The Eligible Employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

**Changes in Coverage.** You may change your enrollment in This dental Plan if you experience a qualifying event such as a change in marital status, the addition of a qualified Dependent or the loss of coverage through your spouse's plan. The enrollment change will be effective the first day of the month following the qualifying event. Notification of this enrollment change must be received by Delta Dental within 30 days of the qualifying event.

You may change your enrollment without a qualifying event if you contribute toward your premium and if an open enrollment period is offered by the Group. Elective coverage changes can be considered by Delta Dental only at that time.

**Notices.** Notice to your employer or Delta Dental will be considered sufficient if mailed to each party's regular office address. Notices to you, as a Subscriber, will be considered sufficient if mailed to your last known address or the last known address of your Group. It is the responsibility of your Group to notify you regarding changes or termination of your coverage.

**Termination of Coverage.** Your coverage and that of your Covered Dependents will cease on the day you or your Covered Dependents are no longer eligible or the day your Group's Contract is terminated.

If you or your Dependents lose eligibility under the Plan, you or your Dependents may elect to continue coverage as described in the **Continued Coverage (COBRA)** section of this Dental Benefit Handbook.

All Benefits cease on the day coverage terminates. A Dental Procedure is provided on the date it is completed. Dental Procedures are considered for Benefits if they are provided during the Contract term and a claim is filed within 15 months after the date it is provided.

# Continued Coverage

Under Title X of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), Subscribers and Covered Dependents in employer groups of more than 20 employees (“Qualified Beneficiaries”) are permitted to elect continuation of dental coverage under this Contract upon the occurrence of any of the following “Qualifying Events”:

*Subscriber:*

- (1) termination of employment, voluntary or involuntary, except for reasons of gross misconduct; or
- (2) reduction in hours to less than the minimum required to be an Eligible Employee under this Contract.

*Covered Dependents:*

- (1) if the Covered Dependent is the Subscriber’s spouse:
  - (a) death of Subscriber; or
  - (b) termination of Subscriber’s employment, except for reasons of gross misconduct; or
  - (c) reduction of Subscriber’s hours to fewer than the minimum required for eligibility for coverage under this Contract; or
  - (d) divorce or legal separation from Subscriber; or
  - (e) Subscriber’s Medicare entitlement.
- (2) if the Covered Dependent is the Subscriber’s child:
  - (a) child ceases to be a Dependent; or
  - (b) death of Subscriber; or
  - (c) termination of Subscriber’s employment, except for reasons of gross misconduct; or
  - (d) reduction in Subscriber’s hours to less than the minimum required to be eligible as a Subscriber under this Contract; or
  - (e) Subscriber becomes entitled to Medicare; or
  - (f) parents become divorced or legally separated.

The Group must provide notice to the Subscriber and to Covered Dependents, as applicable, of the right to elect COBRA continuation coverage.

A Covered Dependent whose coverage is terminated due to divorce, legal separation or cessation of eligibility for Dependent coverage must provide the Group notice of such event within 60 days of its occurrence.

An election of continuation coverage must be made within 60 days beginning on the later of the date of the Qualifying Event or the date the Subscriber receives notice of election rights. The COBRA election by a Subscriber or covered spouse is deemed an election by all others who would lose coverage as a result of the same Qualifying Event unless otherwise specified in the election or the Covered Beneficiary independently elects COBRA continuation coverage.

If election of COBRA continuation coverage is timely, the coverage begins on the date of the Qualifying Event and ends on the earlier of:

- (1) 18 months after the Subscriber’s employment termination or reduction in hours.
- (2) 29 months after the Qualifying Event for (1) a Qualified Beneficiary who is determined to be disabled under the Social Security Act at anytime during the first 60 days of COBRA coverage and who notifies the Group of such determination within the first 18 months of COBRA coverage; and for (2) any nondisabled Qualified Beneficiaries with respect to the same Qualifying Event.

- (3) For Qualified Beneficiaries other than the Subscriber, 36 months after the date of the initial Qualifying Event for all other Qualifying Events.
- (4) The date on which the Qualified Beneficiary receiving continuation in coverage fails to make a timely payment of premium. Delta Dental will not reinstate COBRA continuation coverage once terminated for nonpayment of premium.
- (5) The date on which the Group ceases to offer this Contract to any of its employees or members.
- (6) The date on which coverage begins under another group dental plan. However, a person who has elected COBRA continuation coverage and whose new plan contains a pre-existing limitation clause can maintain COBRA continuation coverage until all pre-existing limitations under the new plan are satisfied.
- (7) The date the Qualified Beneficiary becomes entitled to Medicare benefits.

The first premium must be paid to the Group within 45 days of the election of COBRA continuation coverage. Future premium payments must be paid by the first day of each month.

In accordance with ERISA Section 602(3), premium for a qualified disabled person will be 150% of the single, family, or other applicable Rate for the coverage during months 19 through 29 of COBRA continuation coverage. The premium for all other COBRA continuation coverage will not exceed 102% of the Rate in effect for the Group during months one through 18, and during months 19 through 36, if applicable.

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

## Rights of Recovery (Subrogation)

If Benefits are paid on your behalf under your Group's Contract, Delta Dental is entitled to all rights of recovery you may have against any other person for those expenses to the extent of Delta Dental's payment. Delta Dental can subrogate only if you are fully compensated for all damages, taking into consideration your comparative negligence. You must sign and deliver to Delta Dental any legal papers relating to the recovery, help exercise these rights and do nothing to harm these rights. If you are fully compensated for all expenses, you must repay Delta Dental to the extent of Delta Dental's claim payments.

## Delta Dental's Liability

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

## Grievance Procedures

### How to Contest a Claim Denial

*Urgent Care Situations:*

**Method of Notification.** Notice of an Urgent Care Grievance will be accepted by Delta Dental if made by a

Subscriber or Covered Dependent, or his/her representative, in writing, in person, or by telephone directed to:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road  
P.O. Box 828  
Stevens Point, WI 54481-0828  
800-236-3712

**Resolution Process.** If the Urgent Care Grievance cannot be resolved through informal discussions, consultations or conferences during the first 48 hours after Delta Dental's receipt of the Urgent Care Grievance, the Subscriber, Covered Dependent, or a designated representative may appear before Delta Dental's Grievance Committee to present written or oral information with the right to ask questions before the Grievance Committee.

**Time Limitation for Resolution.** An Urgent Care Grievance will be resolved, whether informally or by the Grievance Committee, within 72 hours of its receipt by Delta Dental.

*All Other Claims Denial Situations Not Including Urgent Care:*

**Denial of a Claim for Benefits.** If a Subscriber or Covered Dependent makes a claim for Benefits under this Contract and the claim is denied in whole or in part, the Subscriber or the Covered Dependent, or his/her Dentist, will receive written notification within 30 days after Delta Dental receives the claim, unless special circumstances require an extension of time for processing. The claims decision will be sent on a form entitled "Explanation of Benefits."

If additional time is necessary for processing a claim for Benefits, Delta Dental will notify the Subscriber or the Covered Dependent and his/her Dentist of the extension and the reason it is necessary within the initial 30-day period. If an extension is needed because either the Subscriber or Covered Dependent or his/her Dentist did not submit information necessary to make a Benefits determination, the notice of extension will describe the required information. The Subscriber or Covered Dependent, or his/her Dentist, will have 45 days from receipt of the notice to provide the specified information.

**Appealing a Claim Denial.** If the Subscriber or Covered Dependent has questions about the denial of his/her claim for Benefits, he/she should contact Delta Dental at 800-236-3712. Because most questions about Benefits can be answered informally, Delta Dental encourages Subscribers and Covered Dependents to first try to resolve any problem by talking with Delta Dental. However, Subscribers and Covered Dependents have the right to file an appeal requesting that Delta Dental formally review the Benefits Determination.

To file a grievance or appeal a Benefits determination, contact Delta Dental's Benefit Services Department at 800-236-3712, fax your request to 715-343-7616, or mail your request to:

Delta Dental of Wisconsin, Inc.  
2801 Hoover Road, P.O. Box 828  
Stevens Point, WI 54481-0828

The Subscriber or Covered Dependent should provide the reasons why he/she disagrees with Delta Dental's Benefits determination and include any documentation he/she believes supports his/her claim. He/she should include the Subscriber's name, the Covered Dependent's name if applicable, and the Subscriber's Employee Identification Number on all supporting documents.

**Resolution Procedure.** Delta Dental will acknowledge the Grievance or Benefits determination appeal within 5 days of its receipt by Delta Dental. Delta Dental will attempt to resolve the Grievance or Benefits determination appeal through informal discussions, consultations or conferences. In the event that the Grievance or appeal remains unresolved, the Subscriber or Covered Dependent, or his/her representative has the right to appear

before Delta Dental's Grievance Committee to present written or oral information and to question the Grievance Committee. The Committee shall advise the Subscriber, Covered Dependent, or his/her representative of the time and place of the meeting at least 7 calendar days before the meeting.

If the Subscriber or Covered Dependent does not exhaust the appeal procedures described above, and if he/she files a lawsuit against the Group's dental plan and/or Delta Dental seeking payment of Benefits, the court may not permit the Subscriber or Covered Dependent to go forward with his/her lawsuit because he/she failed to utilize Delta Dental's Grievance/claims appeal procedures. No legal action can be brought against Delta Dental more than 3 years after the date of the Grievance Committee's final decision on the review of the Benefits determination.

**Time Limitations for Resolution.** Delta Dental will attempt to resolve all Grievances and Benefit determination appeals within 30 calendar days after receipt by Delta Dental. Delta Dental will inform the Subscriber or Covered Dependent of its decision in writing. If the appeal is denied in whole or in part, the notice will include the following information:

- (1) the specific reason(s) for the denial of the appeal;
- (2) reference to the specific Contract provision(s) on which the denial is based;
- (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- (4) a statement describing any voluntary appeal procedures offered by Delta Dental and the claimant's right to obtain information about such procedures, and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA;
- (5) if an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to the claimant upon request;
- (6) if the denial of the appeal was based on a dental necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Contract to the claimant's dental circumstances, or a statement that such explanation will be provided free of charge upon request;
- (7) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

If the Grievance cannot be resolved within 30 days from receipt by Delta Dental, Delta Dental will notify the Subscriber, Covered Dependent, or his/her representative in writing that it intends to extend the period of time for resolution an additional 30 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All Grievances and Benefit determination appeals will be resolved within 60 days from date of receipt by Delta Dental.

Delta Dental's Grievance Committee will consist of four persons: a consultant chosen by Delta Dental, a representative of Delta Dental management, Delta Dental's claim administrator, and a Subscriber in a Delta Dental plan who is not a Delta Dental employee.



The Subscriber or Covered Dependent may resolve any grievance through Delta Dental's Grievance procedure outlined above.

## Notice of Legal Action

No legal action can be brought against Delta Dental until at least 60 days after proof of loss has been furnished as required by the policy or such proof of loss has been waived, or Delta Dental has denied payment, whichever is earlier. If you have any questions, please contact our office:

Delta Dental of Wisconsin  
P.O. Box 828  
Stevens Point, WI 54481  
800-236-3712 or 715-344-6087

## Problems with Your Insurance?

If you are having problems with any insurance company or agent, do not hesitate to contact them to resolve your problem. You can contact Delta Dental at the following address and phone number:

Delta Dental of Wisconsin  
2801 Hoover Road  
P.O. Box 828  
Stevens Point, WI 54481  
800-236-3712

The Office of the Commissioner of Insurance is a state agency that enforces Wisconsin's insurance laws. To file a complaint, write to:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

Or you can request a claim form by calling one of these numbers:

800-236-8517 outside Madison  
608-266-0103 in Madison

# Finding a Network Dentist

Faster, easier, friendlier—that's the way everyone wants information. At Delta Dental of Wisconsin, we've made our dentist directories accessible through the Internet and our toll-free phone number.

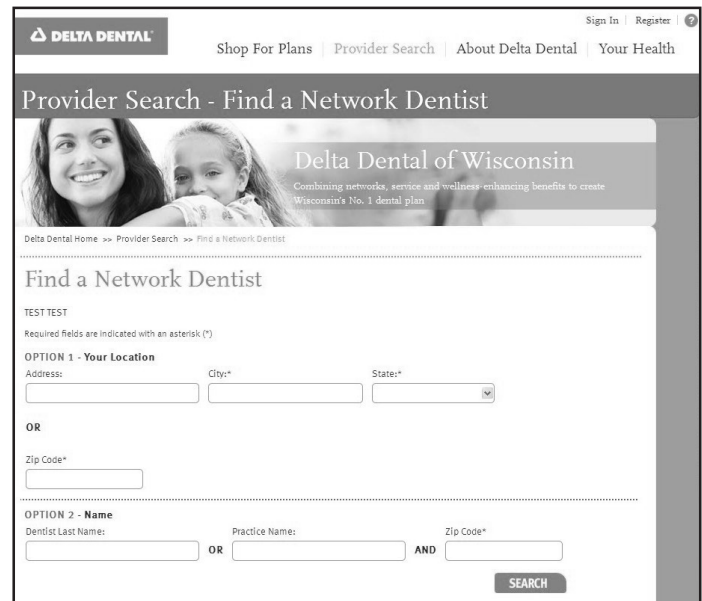
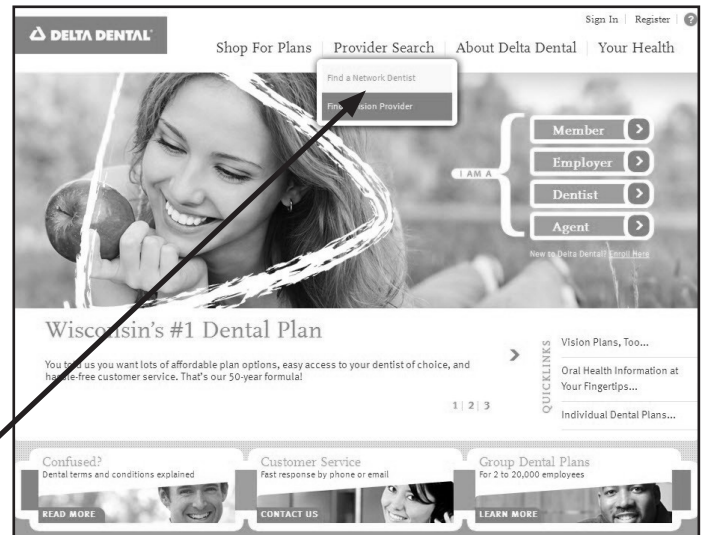
Delta Dental has more than 142,000 participating dentists in our networks across the United States. More than 90% of Wisconsin dentists are associated with Delta Dental.

## On the Web

1. Our user-friendly website lets you find a dentist quickly and easily. Go to [www.deltadentalwi.com](http://www.deltadentalwi.com) and click the "Provider Search" tab and "Find A Network Dentist" in the drop-down box. Enter your address, city, and state or ZIP code.
2. Dentist listings will appear, with network affiliation (Delta Dental Premier or Delta Dental PPO) noted. You can then narrow your search to Delta Dental Premier or Delta Dental PPO network dentists, and narrow or broaden your search radius.
3. Additional search criteria let you search for dentists by their last name, practice name, specialty, gender, language spoken, and hours of operation.
4. Your search results can be sorted by name, contact information, and driving distance. This list can be printed, emailed, or saved as a PDF.

## By Phone

To access our dentist directories from a touch-tone phone, call **800-236-3712** and follow the automated instructions. Participating dentists are searched by ZIP code.







**Stevens Point Office:**

2801 Hoover Road

P.O. Box 828

Stevens Point, WI 54481

Phone: 800-236-3712

Fax: 715-343-7615