



# Delta Dental of Virginia

## MEMBER WELCOME KIT

**INCLUDED IN THIS KIT:**

- Member Handbook
- Evidence of Coverage

**PREPARED FOR:**

GENUINE FINANCIAL HOLDINGS  
LLC DBA HIRERIGHT

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The Evidence of Coverage (EOC) is part of your Group’s Contract. The agreement consists of: the Evidence of Coverage, the Group Contract, any amendments and attachments. In all cases, the Evidence of Coverage, including the Schedule of Benefits and Benefit Limitations, will be the controlling document. All provisions in this EOC are subject to the terms, conditions and limitations of your Group’s contract.

Delta Dental of Virginia provides your coverage. Delta Dental’s plans are designed to make the cost of your Covered Benefits more affordable. In most cases, this plan will pay a portion of your Covered Benefits’ costs. The plan does not pay all your costs. You may be responsible for [Deductibles, Coinsurances, and some Dentists’ charges that exceed what Delta Dental pays/the Copayments listed on the Schedule of Benefits

**Note:** Words that are capitalized indicate that they are a defined term. Refer to the Common Dental Terminology section of the Member Handbook or Definitions section in the Evidence of Coverage, for information on defined terms. Other definitions may be defined in sections where they are first used.

# Delta Dental of Virginia Member Handbook



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## Your Member Handbook

This Member Handbook is meant to help you get the most from your dental plan. It highlights key things you need to know and answers questions about your Covered Benefits.

Included in the Member Welcome Kit is your Evidence of Coverage (EOC). The EOC explains your Covered Benefits. While this handbook is a general guide to using your benefits, the EOC is the best source of information about Covered Benefits, exclusions, benefit limitations and membership provisions, and is a part of your Group's contract.

## How to Contact Us

### On the web

Visit [DeltaDentalVA.com](http://DeltaDentalVA.com) and create an account to access your benefits and eligibility information, specifics on any claims filed and remaining benefit balances for the individuals covered under your policy. You can also print copies of your ID card to use when visiting your Dentist, estimate costs for dental procedures and more.

### By phone

Call Delta Dental of Virginia's Benefit Services department at 800-237-6060 or at the toll-free number on the bottom of your ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. Representatives are available Monday through Thursday, 8:15 a.m. to 6 p.m. and Friday 8:15 a.m. to 4:45 p.m. EST to help with:

- General questions
- Claims questions
- Information about network Dentists and specialists
- Complaints and problem resolution

Delta Dental also offers a 24-hour automated phone system which can be used to:

- Check the status of a claim
- Determine how much of your Deductible is remaining
- Locate a provider
- Get updates on available benefits

### By mail

Correspondence should be addressed to:

Delta Dental of Virginia  
ATTN: Benefit Services  
4818 Starkey Road  
Roanoke, VA 24018-8510



## How to Use Your Benefits

You and your family members are covered for Dental Services when enrolled in one of Delta Dental's plans. Our plans are designed to make Covered Benefits more affordable. In most cases, your plan will pay a portion of the cost of your Covered Benefits (up to any plan maximums). You may be responsible for Deductibles, Coinsurance and, in some cases, Dentist charges that exceed what Delta Dental covers.

See the Schedule of Benefits in your EOC about what is covered under your plan. In all cases where you choose to have a more expensive service than is normally provided, or for which Delta Dental does not believe a valid need is shown, Delta Dental will pay the applicable percentage of the fee for the service which is adequate to restore the tooth or dental arch to proper function. You may be responsible for the difference between what Delta Dental pays and the Dentist's fee for the optional treatment.

## Eligible Dependents

An employee's lawful spouse (or domestic partner, if covered) and children (see your Plan Provisions for details on Dependent age limits) are eligible for coverage under your plan. If you need to add Dependents to your coverage, see your benefits administrator. Dependents can be added to your coverage on the first day of the month immediately following a Qualifying Event as long as Delta Dental is notified in writing no later than 31 days after the qualifying event.

For details regarding eligibility, refer to your EOC or contact our Benefit Services department at the toll-free number on your ID card.

## Choosing Your Dentist

There are advantages to choosing a network Dentist. Before you select a Dentist, check the upper right-hand corner of your ID card (see diagram below) to determine your plan type. For a list of participating Dentists, visit [DeltaDentalVA.com](http://DeltaDentalVA.com), call the toll-free number listed on the bottom of your ID card, or call your Dentist's office. Your level of coverage may be limited based on the Dentist's participation in the Delta Dental network(s) covered under your plan. See how Delta Dental pays for Covered Benefits in the Evidence of Coverage (EOC) section for details about your coverage.

The diagram shows a sample Delta Dental ID card. In the top right corner, it says "Delta Dental PPO™" with an arrow pointing to a callout box. The callout box contains the text: "TIP: Review your ID card to determine your plan type." The ID card itself has the Delta Dental logo in the top left, followed by the following information:

Group Name:	Delta Dental of Virginia
Group Number:	00000000-00000000-0000
Subscriber Name:	Jane Doe
Identification No:	XXXXX000
Membership Type:	Subscriber
Effective Date:	XX/XX/XXXX

Below this information, it says "Benefit Services: 800-237-6060" and "DeltaDentalVA.com". At the bottom, it says "Delta Dental is a Registered Mark of Delta Dental Plans Association."





## How to Estimate Your Cost

### Delta Dental PPO Plus Premier™ Plans

With Delta Dental PPO Plus Premier™ plans you are covered by what we call the “safety-net” feature. This allows you to select a Dentist from either the Delta Dental PPO™ or the Delta Dental Premier® network. These Participating Dentists have agreed to accept our network Plan Allowance as payment in full for your Covered Benefits. You may be responsible for any Deductibles and Coinsurance, but you cannot be billed for amounts that exceed the network Plan Allowance. We pay the Dentist directly, so you do not have to pay the bill up front and wait for reimbursement.

You may select any licensed Dentist to provide your dental care. Delta Dental bases its payment on the Non-Participating Plan Allowance for Covered Benefits provided by Non-Participating Dentists. Non-Participating Dentists have not agreed to accept the Non-Participating Plan Allowance as payment in full. This means that, in addition to what Delta Dental pays, you must pay any Deductible and Coinsurance. For a Non-Participating Dentist you must also pay the difference between our Non-Participating Dentist Plan Allowance and the charges submitted by the Dentist. Therefore, the amount you would owe a Non-Participating Dentist is typically higher than if you chose a Delta Dental PPO™ or Delta Dental Premier® Dentist. If you go to a Non-Participating Dentist, in most cases, we will pay you directly for Covered Benefits unless an assignment of benefits is made with Delta Dental. We pay PPO Dentists directly, so you do not have to pay the whole bill up front and wait for reimbursement.

See below for an example of how payments are made between Participating and Non-Participating Dentists. The example is for illustrative purposes only. Dollar amounts and Coinsurance percentages may not represent actual charges or plan benefits.

	PPO Network Dentist	Premier Network Dentist	Non-Participating Dentist
Dentist's charge for covered procedure	\$215.00	\$215.00	\$215.00
Delta Dental's Plan Allowance	\$126.00	\$169.00	\$113.00
Coinsurance percentage	80%	80%	80%
Delta Dental's payment	\$100.80	\$135.20	\$90.40
Patient payment <sup>1</sup>	\$25.20	\$33.80	\$124.60
Amount Dentist receives	\$126.00	\$169.00	\$215.00

<sup>1</sup> In this example, the patient's out-of-pocket cost is lower using a Delta Dental PPO™ Dentist.



## Predetermination of Benefits

To assist you in managing your total costs, Delta Dental offers what's called a "Predetermination of Benefits." Dentists may submit their treatment plan to Delta Dental for review and estimation of coverage before treatment begins. Delta Dental advises the patient and the Dentist of what services are covered and what the patient's responsibility would be. The payment for predetermined services depends on eligibility, plan limitations, Coordination of Benefits and the remaining maximum at the time services are completed. A Predetermination Plan is subject to change based on the Dentist's participation status at the time of treatment and does not guarantee direct payment. Predeterminations are optional, but are strongly recommended for Dental Services expected to exceed \$250. Once the service is completed, the claim should be submitted to Delta Dental for payment. When you visit an in-network Dentist, he or she will file your claim for you.

## Filing Claims

Most dentists file claims electronically or have claim forms on hand. If not, you may download one at [DeltaDentalVA.com](http://DeltaDentalVA.com) or call Benefit Services at 800-237-6060 or the toll-free number on the bottom of your ID card. In some cases, your human resources office may have a supply of claim forms.

If you use a Delta Dental Participating Dentist, your claim will be submitted for you. If you visit a Non-Participating Dentist, you may need to submit your own claim. Follow these easy steps to ensure processing:

Complete your portion of the claim form and send the form to your Dentist for completion. If you visit a Non-Participating Dentist, you may need to mail your completed claim form to Delta Dental. All claims are processed at Delta Dental of Virginia's headquarters in Roanoke, Virginia. Mail claims to:

Delta Dental of Virginia  
4818 Starkey Road  
Roanoke, VA 24018-8510

All claims must be submitted within 12 months of the date services are completed. This is called the timely filing limitation. If the claim is for orthodontic services, the claim should be filed at the time of the banding.

New enrollees who are already in orthodontic treatment when this coverage becomes effective or after a Benefit Waiting Period (if applicable) is met, should file a claim upon enrollment or once the Benefit Waiting Period has been satisfied.

Delta Dental will notify you in writing of the amount paid on your behalf and the amount you must pay. This is called an Explanation of Benefits (EOB). If you receive Covered Benefits and there is no patient balance, you will not receive an EOB unless Delta Dental applied a processing policy that resulted in no patient balance. If you need a copy of your EOB, you can request one or print a copy from [DeltaDentalVA.com](http://DeltaDentalVA.com). Sign up to receive your EOBs electronically by logging into [DeltaDentalVA.com](http://DeltaDentalVA.com).

## Complaint and Appeals Procedures

You have the right to file a complaint or appeal a denied claim. Consult your EOC for details.

## Coordination of Benefits

If you are covered under another dental plan, Delta Dental will coordinate your Covered Benefits as described in your EOC. Coordination of Benefits (COB) eliminates duplicate payments for the same dental or orthodontic services. Check your EOC for details regarding which insurance plan would be considered primary and which would be considered secondary for payment purposes.

## Common Dental Terminology

Below are definitions for commonly-used dental terms. For a more comprehensive list, visit [DeltaDentalVA.com](http://DeltaDentalVA.com). Also see the Definitions at the end of this handbook for defined, contractual terms.

**Abrasion** — Tooth wear caused by forces other than chewing such as improper brushing or holding objects between the teeth.

**Abscess** — Localized buildup of pus in an area of infection, usually around the tooth or in the gums, that can ultimately destroy oral tissue.

**Abutment** — A natural tooth or implanted tooth substitute used to support a removable partial denture or bridge work.

**Acid Etching** — A process that prepares tooth surface for bonding to fillings or sealants by toughening enamel with a weak acid solution.

**Alveolar Bone** — The bone structure that contains tooth sockets and supports the teeth.

**Alveoplasty** — A surgical procedure that reshapes the jawbone.

**Amalgam** — A single surface silver filling.

**Anatomical Crown** — The visible part of a natural tooth covered by enamel.

**Anesthesia** — Medication administered to an individual prior to a procedure with the purpose of dulling pain or sedating the individual. Dentists most commonly use local anesthesia to numb the area where pain is likely to occur without changing the awareness of the individual undergoing the procedure.

**Annual Maximum** — The total dollar amount that a plan will pay for dental care for an individual member or family member (under a family plan) for a specified benefit period, typically a calendar year.

**Apicoectomy** — A minor surgical procedure that removes the apex, or top, of the root of a tooth.

**Arch** — An upper or lower denture.

**Assignment of Benefits** — When a member authorizes the dental plan to forward payment for a covered procedure directly to a member's dentist.

**Avulsion** — When a tooth is knocked out of its socket due to trauma.

**Balance Billing** — When a participating dentist bills a member for amounts disallowed by Delta Dental that are also not allowed to be charged to the member. Participating dentists agree to accept the fee approved by Delta Dental as payment in full and cannot bill a member for any difference.

**Band** — A metal ring cemented around a tooth as part of orthodontic treatment. Bands can hold various attachments used to assist with tooth movement and alignment.

**Basic Cleaning** — A routine professional teeth cleaning to remove plaque build-up, tartar, and stains. This is a regularly scheduled preventative treatment for individuals with healthy gum tissue.

**Benefit Year** — The 12-month period a member's dental plan covers, which is not always a calendar year.

**Bicuspid** — A premolar tooth or a tooth with two cusps.

**Biopsy** — The process of removing tissue for histologic evaluation, an important tool in the accurate diagnosis of cancer and other diseases.

**Bleaching** — A cosmetic procedure that whitens teeth with a bleaching solution.

**Bonding** — A procedure in which a tooth-colored plastic material is applied with a special light, and ultimately “bonds” the material to the tooth to improve a person’s smile.

**Bone Loss** — A decrease in the amount of bone that supports a tooth or implant.

**Bridge** — An appliance that replaces missing teeth by securely attaching an artificial tooth to the natural teeth. This is also known as a fixed partial denture.

**Bruxism** — An unconscious habit of grinding or clenching the teeth.

**Buccal** — The cheek area.

**Calculus** — A hard deposit of mineralized material sticking to the crowns and/or roots of teeth. This substance cannot be brushed off and is removed during a professional cleaning.

**Caries** — Tooth decay. Tooth surfaces are slowly destroyed by acid-producing bacteria.

**Cavity** — An area of the tooth that is damaged by caries, abrasion, or erosion.

**Cement Base** — Material sometimes used to replace a missing tooth structure.

**Cementum** — Hard connective tissue covering the tooth root.

**Certificate of Coverage** — A booklet received from Delta Dental that explains a member’s benefits coverage in detail.

**Claim/Claims Form** — Information a dentist submits to the dental plan to get paid for services performed for a member. A dentist is responsible for the accuracy of all information on a claim form.

**Cleft Palate** — A birth defect that occurs when the tissues that make up the roof of the mouth do not join together completely.

**Coinsurance** — The percentage of the costs of services paid by the patient. For example, a benefit that is paid at 80% by the plan creates a 20% coinsurance obligation for a member.

**Composite** — A single surface filling material made of tooth-colored plastic used to repair teeth. The most common type of filling. Usually performed on a tooth in the front of the mouth.

**Contracted Fee** — The fee for each single procedure that a dentist has agreed to accept as payment in full for covered services provided to a member.

**Coordination of Benefits (COB)** — When a member has more than one dental plan, this is the process that the plans use to determine the amount that each will pay.

**Copayment** — The member’s share of payment for a given service. The copayment is usually expressed as a percentage of a dentist’s contracted fee, but can be expressed as a member’s preset share of payment for a given service.

**Covered Service** — A dental treatment for which payment is provided under the terms of a member’s dental plan.

**Credentialing** — A process designed to ensure a dentist is properly trained and licensed to treat members before becoming a part of a Delta Dental network. This includes the review of documentation pertaining to

a dentist, including verification of licenses, specialty certification, malpractice insurance, infection control procedures, and OSHA requirements.

**Crown** — A cover that is put over a tooth to help restore the tooth's normal shape, size, and function. These are typically applied when individuals have a cavity too large for filling, a cracked or weakened tooth, or want to conceal a discolored or poorly shaped tooth.

**Crown Lengthening** — A surgical procedure that recontours gum tissue, and sometimes bone, to expose more of the tooth for a crown.

**Cusp** — The pointed portion of the tooth.

**Cuspid** — A tooth with one cusp located between the incisors and premolars. It is also known as a canine tooth.

**DDS** — Doctor of Dental Surgery.

**Debridement** — A procedure for removing calculus (tartar) and plaque.

**Decay** — The decomposition of the tooth structure.

**Deciduous Teeth** — The first set of teeth a child gets, also known as primary teeth or baby teeth. There are 20 deciduous teeth which are usually all in place around age 2.

**Deductible** — A dollar amount that each member must pay toward covered services before Delta Dental's benefits are paid. This is often referred to as the member's out-of-pocket costs.

**Dental Prophylaxis** — A scaling and polishing procedure used to remove plaque and stains.

**Dental Prosthesis** — An artificial device that replaces missing teeth.

**Dental Specialist** — A dentist who has received postgraduate trainings in one of the recognized dental specialties — endodontics, orthodontics, oral surgery, pediatric dentistry, periodontics, and prosthodontics.

**Dentin** — The portion of the tooth found beneath the enamel and cementum. A hard, calcified material that makes up the bulk of the tooth.

**Dependents** — Anyone other than the primary member that is covered by a dental plan. This could be a child or spouse.

**DMD** — Doctor of Dental Medicine.

**Dry Mouth** — A condition caused by lack of saliva and moisture in the mouth. If untreated, it can lead to increased levels of tooth decay and infections.

**Dry Socket** — Severe pain inside and around the tooth socket which can occur one to three days after a tooth extraction. This issue usually requires post-operative care.

**Dual Coverage** — When a member has coverage under two different dental plans. Primary and secondary carriers must coordinate the two plans.

**Effective Date** — The date the coverage under a dental plan begins.

**Enamel** — Hard calcified tissue covering dentin on the crown of the tooth.

**Endodontist** — A dental specialist who treats diseases of the pulp and nerve of the tooth.

**Erosion** — The wearing down of tooth structure, caused by chemicals and acid.

**Excision** — The surgical removal of bone or tissue.

**Exclusions** — Dental services that are not covered by a dental plan.

**Explanation of Benefits (EOB)** — A paper or electronic document provided by Delta Dental detailing the dental treatments and services that were paid for on a member's behalf. It is different from a bill.

**Extraction** — The act of removing a tooth or portions of a tooth.

**Filling** — The act of restoring a lost tooth structure using materials such as metal, plastic, alloy, or porcelain.

**Fluoride Varnish** — A liquid containing fluoride that is painted onto the teeth and hardens. It is used to prevent or reduce the risk of cavities.

**Fracture** — The breaking of a tooth.

**Full-Mouth X-ray** — The combination of 14 or more periapical and bitewing films of the back teeth that reveals all of the teeth including the crowns, roots, and alveolar bone.

**General Dentist** — A primary dental care provider that performs preventive care as well as restorative procedures such as fillings, crowns, implants, and more.

**Gingiva** — Soft tissues that lay over the crowns of unerupted teeth, also known as gum tissue.

**Gingivectomy** — A surgical procedure for removing gingiva (gum tissue) in order to restore gum health.

**Gingivitis** — Inflammation of gingival tissue.

**Gingivoplasty** — A surgical procedure for reshaping gingiva (gum tissue).

**Graft** — A piece of tissue or alloplastic material placed in contact with tissue in order to repair a deficiency.

**Group** — A company or organization that provides dental plans to its employees. The group works with Delta Dental to select the plan type, maximums, benefit levels, and member eligibility.

**Fee Schedule** — A list of charges for specific dental treatments used to reimburse dentists on a fee-for-service basis.

**HIPAA** — The "Health Insurance Portability and Accountability Act of 1996," a Federal law intended to improve access to health coverage, limit fraud and abuse, protect personal health information, and control administrative costs. See the Administrative Simplification section of the Department of Health and Human Services' website for more information at <http://aspe.os.dhhs.gov/admsimp/>.

**Immediate Denture** — A prosthesis constructed and placed immediately after the removal of natural teeth.

**Impacted Tooth** — A partially erupted tooth positioned against another tooth, bone, or soft tissue, making complete eruption unlikely.

**Implant** — A device placed within or on the bone of the jaw or skull to support either a crown, bridge, denture, facial prosthesis, or to act as an orthodontic anchor.

**In-Network Dentist** — A dentist who has agreed to be a part of Delta Dental's network and accept pre-established fees for his or her professional dental services.

**Interproximal** — Between the teeth.

**Intraoral** — Inside the mouth.

**Labial** — The area of or around the lip.

**Lesion** — An area of diseased tissue.

**Lifetime Maximum** — The maximum amount a plan will pay over the course of a lifetime. It may apply to an individual or a family and typically applies to specific treatments such as orthodontic treatment

**Limitations** — Services that are limited or excluded from a dental benefit plan. A member is typically responsible for charges associated with plan limitations. These services are often referred to as optional services.

**Lingual** — Of or near the tongue.

**Lingual Surface** — The side of the tooth facing the tongue.

**Malocclusion** — Improper alignment of the upper and lower teeth.

**Mandible** — The lower jaw.

**Maxilla** — The upper jaw.

**Maximum Plan Allowance (MPA)** — The amount set by Delta Dental that a Delta Dental Premier dentist has agreed to charge for a service. For Premier dentists, Delta Dental will pay at the MPA or the actual billed amount-whichever is less.

**Molar** — The teeth that are posterior to the premolars on either side of the jaw and have broad chewing surfaces.

**Mouthguard** — A removable plastic device worn over teeth and gums to protect from damage during sports.

**National Provider Identifier (NPI)** — A unique identification number used to identify a health care professional as an alternative to their dental license number. Under HIPAA, all providers were required to have an NPI by May 23, 2007.

**Member** — An individual who has signed up for dental coverage from Delta Dental directly or through a Group.

**Network** — Consists of participating dentists who have signed up with Delta Dental to provide dental treatment within certain administrative guidelines at agreed-upon fees.

**Nightguard** — A removable device worn over teeth at night to protect from damage due to clenching or bruxism.

**Occlusal** — The relationship between the upper and lower teeth as they come in contact with each other.

**Open Enrollment** — The period of the year during which employees or qualified individuals can enroll in or make changes to their benefits plan.

**Operculectomy** — A procedure that removes the flap of tissue over an unerupted or partially erupted tooth.

**Operculum** — A flap of gingival tissue over the crown of an erupting tooth.

**Oral** — Of the mouth.

**Oral and Maxillofacial Surgeon** — A dental specialist who is most commonly known to remove teeth but also treats diseases, injuries, defects, and deformities of the oral and maxillofacial regions.

**Orthodontist** — A dental specialist who straightens or moves misaligned teeth and/or jaw.

**Out-of-Network Dentist** — A dentist who has not signed up to participate in a Delta Dental network.

**Overdenture** — A removable prosthetic device that covers and rests on one or more natural teeth, the roots of natural teeth, and/or dental implants.

**Palate** — The hard and soft tissue formed at the roof of the mouth that separates the oral and nasal cavities.

**Partial Denture** — A prosthetic device used to replace missing teeth.



**Pediatric Dentist** — A dentist who specializes in the diagnosis, treatment, and management of the oral health needs of children.

**Peri-implantitis** — An infection that develops around an implant which can lead to bone loss.

**Periodontal Abscess** — An infection of the gum pocket that can destroy soft and hard tissues.

**Periodontist** — A dentist who specializes in diagnosing, managing, and treating the tissue, gums, and bone that support the teeth.

**Periodontitis** — The inflammation and loss of the connective tissue of the supporting structure of teeth.

**Plaque** — A soft and sticky substance that builds up on teeth due to bacteria buildup.

**Preventive dentistry** — Procedures and services administered to prevent oral diseases.

**Premium** — The amount the member pays for dental benefits, which can be paid monthly, quarterly, or annually.

**Pre-treatment Estimate** — A treatment plan usually submitted by a dentist for Delta Dental to review and provide an estimate of benefits before treatment starts. This can help a member budget for dental procedures and decide how to proceed with treatment.

**Processing Policies** — Internally developed policies used as a tool and guide to determine coverage for members. Processing policies are continually reviewed and updated to reflect current information. If a processing policy is applied to a billed serviced, it will be explained in your Explanation of Benefits (EOB).

**Prophylaxis** — A dental cleaning that consists of the removal of plaque, stains, and calculus by scaling and polishing.

**Protected Health Information (PHI)** — Personal information such as medical history, which is required to be stored securely by a health care entity.

**Pulp** — Connective tissue containing nerve tissue and blood vessels that occupy the pulp cavity inside of the tooth.

**Pulpectomy** — A procedure that removes diseased pulp tissue.

**Pulpitis** — Inflammation of the dental pulp.

**Quadrant** — One of the four equal sections in which the dental arches are divided, typically referred to as the upper and lower right and upper and lower left quadrants.

**Radiograph** — An image produced by projecting radiation. Also called an X-ray.

**Recession** — When the gums pull away from the teeth, often exposing the root.

**Reline** — A procedure used to resurface the side of a denture that is not in contact with the soft tissue of the mouth to ensure a secure fit.

**Removable Partial Denture (Removable Bridge)** — A prosthetic replacement used to replace missing teeth. This device can be removed by the individual.

**Retainer** — A removable device worn in the mouth to prevent teeth from shifting. These devices can be fixed or removable.

**Root** — The portion of the tooth that is located in the socket which is attached by the periodontal apparatus.

**Root Canal** — The chamber within the root of the tooth that contains pulp.



**Root Planing** — A procedure performed on tooth roots to remove dentin, bacteria, calculus, and diseased surfaces.

**Scaling** — The removal of plaque, calculus, and staining from teeth.

**Sealants** — Plastic resin placed on the biting surfaces of molars in order to prevent bacteria from attacking the enamel.

**Simple Extraction** — This type of extraction does not require sectioning of the tooth or any other elaborate procedures for removal.

**Sublingual** — Under the tongue.

**Submandibular glands** — Salivary glands located beneath the tongue.

**Suture** — A stitch used to repair an incision or wound.

**Temporary removable denture** — An interim prosthesis designed to be used for a limited period of time.

**Temporomandibular Joint (TMJ)** — The connecting hinge between the base of the skull and the lower jaw.

**Termination date** — The date a member's dental coverage ends or when a member is no longer eligible for benefits.

**Unerrupted** — Teeth that have not penetrated into the oral cavity.

**Veneer** — Thin coverings placed over the front part of teeth made to look like natural teeth.

**Waiting Period** — A period of time before a member is eligible to receive benefits for all or certain treatments. It typically applies to expensive services such as dentures or crowns.

**Wisdom Teeth** — The last teeth to come in during the mid to late teenage years. They are also called third molars.



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# Delta Dental of Virginia

# Evidence of Coverage

**Genuine Financial - Basic Plan**

**Effective: January 1, 2022**



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**Plan Provisions**

The following is a description of benefits offered under your Group dental plan. If an N/A is shown, that benefit is not covered under this Group dental plan.

If you have questions about your benefits or need additional information, contact Delta Dental's Benefit Services department at 800-237-6060 or at the number on your ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line.

NOTE: The Benefit Period during which any Annual Maximums and Deductibles are accumulated is January to December.

<b>BENEFIT DEDUCTIBLE INFORMATION</b>			
Plan Benefit	Deductible Type*	Plan Differential**	
		Delta Dental PPO™	Delta Dental Premier® / Non-Participating
All Covered Benefits except orthodontic services	Individual Annual	\$50	\$50
All Covered Benefits except orthodontic services	Family Annual	\$150	\$150

<b>BENEFIT MAXIMUM INFORMATION</b>			
Plan Benefit	Maximum Type	Plan Differential**	
		Delta Dental PPO™	Delta Dental Premier® / Non-Participating
All Covered Benefits except orthodontic services	Individual Annual	\$1,000	\$750

<b>DEPENDENT AGE LIMITS</b>	
Covered dependent children	Through the end of the month they reach age 26.

\*Refer to the Schedule of Benefits to determine if a Deductible applies to a specific Covered Benefit.

\*\*The amounts listed under the Plan Differential are the Deductible and maximum benefits permitted. Deductibles and maximums are not separate and amounts applied to one will apply to the other.

Note: The phrase "All Covered Benefits except orthodontic services" does not imply that orthodontic services are a Covered Benefit; refer to the Schedule of Benefits for a listing of Covered Benefits.



Schedule of Benefits

BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
<b>Diagnostic &amp; Preventive Services</b>									
Oral exams (periodic, limited-problem focused, exams for patients under three years of age, comprehensive, detailed and extensive, re-evaluation, comprehensive periodontal)	100%	50%	50%	N	N	N	N/A	N	N
Biting X-rays (including vertical bitewings)	100%	50%	50%	N	N	N	N/A	N	N
Intraoral-periapical	100%	50%	50%	N	N	N	N/A	N	N
Intraoral-occlusal	100%	50%	50%	N	N	N	N/A	N	N
Complete full mouth X-rays (intraoral-complete series and panoramic)	100%	50%	50%	N	N	N	N/A	N	N
Pulp vitality tests	100%	50%	50%	N	N	N	N/A	N	N
Cleanings	100%	50%	50%	N	N	N	N/A	N	N
Fluoride applications	100%	50%	50%	N	N	N	N/A	N	N
Sealants and preventive resin restorations	100%	50%	50%	N	N	N	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Space maintainers – fixed (unilateral and bilateral), including distal shoe space maintainers	100%	50%	50%	N	N	N	N/A	N	N
Space maintainers – removable (unilateral and bilateral)	100%	50%	50%	N	N	N	N/A	N	N
Removal of fixed space maintainers	100%	50%	50%	N	N	N	N/A	N	N
Scaling in presence of generalized moderate or severe gingival inflammation	100%	50%	50%	N	N	N	N/A	N	N
Full mouth debridement	100%	50%	50%	N	N	N	N/A	N	N
Evaluations for deep sedation or general anesthesia	100%	50%	50%	N	N	N	N/A	N	N
<b>Basic Services</b>									
Amalgam (silver) and composite (white) fillings	80%	50%	50%	Y	Y	Y	N/A	N	N
Prefabricated stainless steel crowns - primary teeth	80%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Protective restoration (sedative filling)	80%	50%	50%	Y	Y	Y	N/A	N	N
Interim therapeutic restoration — primary dentition	80%	50%	50%	Y	Y	Y	N/A	N	N
Pin retention	80%	50%	50%	Y	Y	Y	N/A	N	N
Therapeutic pulpotomy (excluding final restoration)	80%	50%	50%	Y	Y	Y	N/A	N	N
Pulpal debridement	80%	50%	50%	Y	Y	Y	N/A	N	N
Root canal therapy (anterior, premolar, molar) — excluding final restoration	80%	50%	50%	Y	Y	Y	N/A	N	N
Retreatment of previous root canal therapy	80%	50%	50%	Y	Y	Y	N/A	N	N
Apexification/recalcification	80%	50%	50%	Y	Y	Y	N/A	N	N
Apicoectomy	80%	50%	50%	Y	Y	Y	N/A	N	N
Surgical repair of root resorption	80%	50%	50%	Y	Y	Y	N/A	N	N





BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Surgical exposure of root surface without apicoectomy or repair of root resorption	80%	50%	50%	Y	Y	Y	N/A	N	N
Retrograde filling	80%	50%	50%	Y	Y	Y	N/A	N	N
Decoronation or submergence of an erupted tooth	80%	50%	50%	Y	Y	Y	N/A	N	N
Gingivectomy or gingivoplasty	80%	50%	50%	Y	Y	Y	N/A	N	N
Gingival flap procedure	80%	50%	50%	Y	Y	Y	N/A	N	N
Clinical Crown Lengthening	80%	50%	50%	Y	Y	Y	N/A	N	N
Osseous surgery	80%	50%	50%	Y	Y	Y	N/A	N	N
Bone replacement graft — retained natural tooth (does not include bone replacement graft for ridge preservation)	80%	50%	50%	Y	Y	Y	N/A	N	N
Pedicle and free soft tissue graft procedures	80%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Autogenous and non-autogenous connective tissue graft procedures; mesial/distal wedge procedure; combined connective tissue and double pedicle graft	80%	50%	50%	Y	Y	Y	N/A	N	N
Periodontal scaling and root planing	80%	50%	50%	Y	Y	Y	N/A	N	N
Periodontal maintenance	80%	50%	50%	Y	Y	Y	N/A	N	N
Extraction, coronal remnants — deciduous tooth; extraction, erupted tooth or exposed root (elevation and/or forceps removal)	80%	50%	50%	Y	Y	Y	N/A	N	N
Extraction of erupted tooth requiring removal of bone and/or section of tooth and including elevation of mucoperiosteal flap, if indicated	80%	50%	50%	Y	Y	Y	N/A	N	N
Removal of impacted tooth — soft tissue	80%	50%	50%	Y	Y	Y	N/A	N	N



**BENEFIT INFORMATION**

Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
	Removal of impacted tooth — partially and completely bony	80%	50%	50%	Y	Y	Y	N/A	N
Removal of residual tooth roots (cutting procedure)	80%	50%	50%	Y	Y	Y	N/A	N	N
Coronectomy — intentional partial tooth removal	80%	50%	50%	Y	Y	Y	N/A	N	N
Oroantral fistula closure	80%	50%	50%	Y	Y	Y	N/A	N	N
Primary closure of sinus perforation	80%	50%	50%	Y	Y	Y	N/A	N	N
Mobilization of erupted or malpositioned tooth to aid eruption	80%	50%	50%	Y	Y	Y	N/A	N	N
Incisional biopsy of oral tissue — hard and soft	80%	50%	50%	Y	Y	Y	N/A	N	N
Alveoloplasty	80%	50%	50%	Y	Y	Y	N/A	N	N
Removal of lateral exostosis, torus palatinus, torus mandibularis	80%	50%	50%	Y	Y	Y	N/A	N	N
Incision and drainage of abscess — intraoral and extraoral soft tissue	80%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Maxillary sinusotomy for removal of tooth fragment or foreign body	80%	50%	50%	Y	Y	Y	N/A	N	N
Frenulectomy; frenuloplasty	80%	50%	50%	Y	Y	Y	N/A	N	N
Excision of hyperplastic tissue	80%	50%	50%	Y	Y	Y	N/A	N	N
Excision of pericoronal gingival	80%	50%	50%	Y	Y	Y	N/A	N	N
Surgical reduction of fibrous tuberosity	80%	50%	50%	Y	Y	Y	N/A	N	N
Deep sedation/general anesthesia and intravenous moderate (conscious) sedation/analgesia in conjunction with surgical services	80%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Recement or rebond inlays, onlays, veneers or partial coverage restorations; recement or rebond indirectly fabricated or prefabricated post and cores; recement or rebond crowns; recement or rebond implant/abutment supported crown	50%	50%	50%	Y	Y	Y	N/A	N	N
Recement or rebond fixed partial denture; recement or rebond implant/abutment supported fixed partial denture	50%	50%	50%	Y	Y	Y	N/A	N	N
Repairs to complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Palliative (emergency) treatment of dental pain – minor procedure	80%	50%	50%	Y	Y	Y	N/A	N	N
Consultation	80%	50%	50%	Y	Y	Y	N/A	N	N
Office visit – after regularly scheduled hours	80%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
<b>Major Services</b>									
Onlays and single crowns	50%	50%	50%	Y	Y	Y	N/A	N	N
Labial veneers	50%	50%	50%	Y	Y	Y	N/A	N	N
Cast and prefabricated post and core in addition to crown; core buildup, and crown repair	50%	50%	50%	Y	Y	Y	N/A	N	N
Implant supported crowns	50%	50%	50%	Y	Y	Y	N/A	N	N
Complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Adjustments and repairs to complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Soft liner for complete or partial removable denture	50%	50%	50%	Y	Y	Y	N/A	N	N
Tissue conditioning	50%	50%	50%	Y	Y	Y	N/A	N	N
Denture relines	50%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Fixed partial denture pontics (does not include indirect resin based composite and provisional pontics)	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture retainers — inlays/onlays	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture retainers — crowns (does not include indirect resin based composite crown)	50%	50%	50%	Y	Y	Y	N/A	N	N
Cast and prefabricated post and core in addition to fixed partial denture retainer; core build up for retainer; fixed partial denture repair	50%	50%	50%	Y	Y	Y	N/A	N	N
Implant supported dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture sectioning	50%	50%	50%	Y	Y	Y	N/A	N	N



BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
<b>Implant Services</b>									
Surgical placement of implant body; endosteal implant and surgical placement; eposteal and transosteal implant, prefabricated and custom abutment; remove broken implant retaining screw; and implant removal, by report	50%	50%	50%	Y	Y	Y	N/A	N	N
Bone graft for repair of peri-implant defect; bone graft at time of implant placement	50%	50%	50%	Y	Y	Y	N/A	N	N
Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	50%	50%	50%	Y	Y	Y	N/A	N	N





BENEFIT INFORMATION									
Procedure Description	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO™	Delta Dental Premier®	Non-Par	Delta Dental PPO™	Delta Dental Premier®	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Debridement of a peri-implant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure	50%	50%	50%	Y	Y	Y	N/A	N	N
Debridement and osseous contouring of a peri-implant defect or defects surrounding a single implant and includes surface cleaning of the exposed implant surfaces, including flap entry and closure	50%	50%	50%	Y	Y	Y	N/A	N	N
Surgical placement of mini implant	50%	50%	50%	Y	Y	Y	N/A	N	N

## Benefit Limitations

The following benefit limitations apply to all contracts and contain Dental Services that may not be a Covered Benefit under this Evidence of Coverage (EOC). Refer to the Schedule of Benefits for a complete listing of Covered Benefits under this EOC.

- Oral exams are limited to twice in a Calendar Year.
- Consultations and evaluations for deep sedation or general anesthesia are limited to twice in a Calendar Year and are subject to the benefit limitation for regular exams.
- Cleanings are limited to twice in a Calendar Year.
- Periodontal cleanings are limited to twice in a Calendar Year.
- Scaling in presence of generalized moderate or severe gingival inflammation is subject to the benefit limitation of a regular cleaning or periodontal maintenance.
- Full mouth debridement is a Covered Benefit when an Enrollee has not had a cleaning or scaling and root planing within 36 months of the full mouth debridement.
- Full mouth debridement is limited to once in a lifetime.
- Fluoride applications are limited to twice in a Calendar Year for Enrollees under the age of 19.
- Bitewing X-rays are limited to twice in a Calendar Year; limited to a maximum of 4 bitewing films in one visit or a set of (7-8) vertical bitewing films.
- Full mouth/panelpse X-rays are limited to once in a 5 year period.
- Sealants and preventive resin restorations are limited to non-carious, non-restored 1st and 2nd permanent molars for Enrollees under the age of 16, one application per tooth every 3 years.
- Amalgam (silver) and composite (white) fillings are limited to once per tooth per surface in a 24 month period.
- Space maintainers, not including distal shoe space maintainers, are limited to once per quadrant per arch per lifetime for Enrollees under the age of 14.
- Distal shoe space maintainers are limited to once per quadrant per arch per lifetime for Enrollees under the age of 9.
- Retreatment of root canal therapy is a Covered Benefit 2 years after initial root canal therapy and is limited to once in a lifetime.
- Replacement of an existing crown not related to an implant is a Covered Benefit once every 5 years per tooth and when the existing crown is not serviceable.
- Scaling and debridement of a single implant is limited to once per tooth in a 24 month period.
- Recementation of existing crowns and inlays are limited to once in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial crown or inlay.
- Replacement of an existing prosthetic not related to an implant is a Covered Benefit once every 5 years and when the existing prosthesis is not serviceable.
- Denture adjustments are limited to twice in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial denture.
- Denture repair is limited to once in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial denture.

- Implants and implant-supported prosthetics are limited to once every 5 years per site for Enrollees age 16 and older.
- A full mouth X-ray includes bitewing X-rays; panoramic X-ray in conjunction with any other X-ray is considered a full mouth X-ray.
- Stainless steel crowns are limited to primary (baby) teeth for Enrollees under the age of 14.
- Gingivectomy or gingivoplasty is limited to once per quadrant in a 36 month period.
- Gingival flap procedures are limited to once per quadrant in a 36 month period.
- Osseous surgery is limited to once per quadrant in a 36 month period.
- Periodontal scaling and root planing is limited to once per quadrant in a 24 month period.
- Autogenous and non-autogenous connective tissue graft procedures; distal or proximal wedge procedure; combined connective tissue and double pedicle graft procedures are limited to once per site in a 36 month period.
- Fixed bridges or removable partials are limited to Enrollees age 16 and older.
- Crowns are a Covered Benefit when the tooth damaged by decay or fracture cannot be restored by amalgam or composite restoration.
- Crowns are limited to Enrollees age 12 and older.
- Temporary prosthetic devices are not a separate benefit. Any charge for these devices is included in the fee for the permanent device.
- Orthodontic services are limited to Enrollees age 5 and older.
- Bone harvesting is limited to once in a lifetime per tooth.
- Adjustment, maintenance or cleaning of a maxillofacial prosthetic appliance is limited to once per year.

## 1.0 How Delta Dental Pays for Covered Benefits

### Delta Dental PPO Plus Premier™

#### Covered Benefits by Delta Dental PPO™ Dentists:

Delta Dental PPO™ Dentists have an agreement with Delta Dental to accept our PPO Plan Allowance for Covered Benefits they perform. This means you only pay any Deductibles and Coinsurances for Covered Benefits. In most instances, we pay Delta Dental PPO™ Dentists directly. Under the Delta Dental PPO™ plan, you will save the most by visiting a PPO dentist.

#### Covered Benefits by Delta Dental Premier® Dentists who are not Delta Dental PPO™ Dentists:

Delta Dental Premier® Dentists have an agreement with Delta Dental to accept our Premier Plan Allowance for Covered Benefits they perform. You are responsible for any Deductibles and Coinsurances. In most instances, we pay Delta Dental Premier® Dentists directly.

#### Covered Benefits by Non-Participating Dentists:

Non-Participating Dentists have not agreed to accept Delta Dental's Plan Allowance as full payment. After Delta Dental pays its portion of the bill, you pay the rest, possibly up to the Dentist's total charge for dental services received. You are also responsible for any Deductibles and Coinsurances.

## 2.0 Eligibility and Enrollment

### You are eligible for coverage, if you:

- Meet the Group's eligibility requirements, and
- Properly enroll in the Group's dental plan.

Your employer will inform you of your Effective Date under the dental plan. An enrollment application is required unless eligibility is submitted electronically. You are considered an Enrollee once Delta Dental receives and approves a signed application or electronic file.

The following individuals are eligible for coverage:

### Subscriber

Eligible Subscribers include:

- Any employee who satisfies the Group's eligibility requirements and is determined to be eligible by the Group; and
- Has completed any new hire waiting period (if applicable)

### Dependent

A Dependent is any person who is a member of the Subscriber's family, meets all applicable eligibility requirements under the Group's dental plan, and has properly enrolled.

Eligible Dependent(s) may include:

- Subscriber's lawful spouse (or domestic partner, if covered)
- Subscriber's unmarried children, including:
  - A newborn, natural child or a child placed with Subscriber for adoption;
  - A stepchild;
  - Children within the age limit requirement(s) outlined in the Plan Provisions section of this EOC; and
  - An unmarried Dependent child who is incapable of self-support because of an intellectual disability or physical handicap that began prior to the age limit requirement.

Delta Dental will follow a court order if the Subscriber is required to provide dental coverage for a child meeting the above requirements.

### Other Individuals

As determined to be eligible by the Group.

### Military Leave

Delta Dental will cover any Subscriber who is on active duty as required under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Subscribers performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months. However, the Subscriber may be required to pay for this coverage. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed.



Even if you do not continue coverage through your employer during military leave, Delta Dental will reinstate coverage if you are eligible under the Group's Contract. To enroll under Delta Dental you can no longer be on active duty with the armed services. Delta Dental must be notified that the returning Subscriber (and dependents, if applicable) is eligible to re-enroll under the Contract. Any Benefit Waiting Period that was not satisfied prior to going on active duty will need to be satisfied. A Subscriber returning from active duty must enroll when first eligible or they will have to wait until the next Open Enrollment Period.

### **Changing Coverage**

The coverage category that the Subscriber selects cannot be changed until the Group's next Open Enrollment Period. However, a Subscriber may change coverage categories before the Open Enrollment Period due to a Qualifying Event (i.e., marriage, birth, loss of other coverage). It is the Subscriber's responsibility to notify the Group within 30 days of any changes in his or her eligibility status or the status of a Dependent (i.e., divorce). In most cases, a new enrollment application will need to be submitted to Delta Dental.

Regardless of when you enroll, you may have to serve Benefit Waiting Period(s) before you receive Covered Benefits. Check the Schedule of Benefits for more information about Benefit Waiting Period(s).

### **3.0 Covered Benefits, Deductible and Benefit Waiting Period**

Dental Services will be provided as a Covered Benefit if it is determined that:

1. The Dental Service was necessary and customary for the diagnosis and/or treatment of your condition;
2. The Dental Service was identified as a Covered Benefit in the Schedule of Benefits; and
3. You meet the eligibility requirements under the Contract.

See the Schedule of Benefits for a listing of Covered Benefits, benefit limitations and any Benefit Waiting Periods that might apply.

Note: In order for a benefit to be covered, it must be listed as a Covered Benefit on the Schedule of Benefits. You can obtain a copy of Covered Benefits including the American Dental Association dental procedure code by calling Delta Dental's Benefit Services department at 800-237-6060.

A Dentist must provide all Covered Benefits. There are five exceptions. A qualified dental hygienist may provide Covered Benefits for:

1. Cleaning or scaling your teeth,
2. Applying fluoride directly (i.e. "topically") to your teeth,
3. Administering oral anesthetics topically,
4. Applying antimicrobial agents topically for the treatment of periodontal pocket lesions, and
5. Administering analgesia and anesthesia.

To be covered, the dental hygienist's services:

1. Must be supervised and guided by a Dentist whose services would also be covered under this Contract;
2. Must be provided in accordance with generally accepted dental practice standards and the laws and the regulations of the state or other jurisdiction in which the services are provided; and
3. Are subject to all other terms, conditions, exclusions and limitations in the Contract.



Delta Dental may review any claim before it is paid. The reviewer may review the claim to determine generally accepted dental practice standards. Delta Dental uses its own standard processing policies to determine which Dental Services are Covered Benefits. Covered Benefits are subject to Delta Dental's processing policies, limitations and exclusions.

### **Deductibles, Benefit Maximums, and Coinsurances**

Your Deductibles and Benefit Maximums are listed in the Plan Provisions.

Deductible is the dollar amount you pay for covered dental expenses before Delta Dental makes payment. This amount will not be reimbursed by Delta Dental. After any deductible amount has been paid, Delta Dental will pay for Covered Benefits at the percentage rate shown in the Schedule of Benefits.

Benefit Maximum is the total dollar amount that Delta Dental will pay for Covered Benefits during a Benefit Period. Amounts over the Benefit Maximum will not be covered. Once the Benefit Maximum is reached you pay 100% of the cost of any Dental Service received. Certain services may have a separate Benefit Maximum.

Coinsurance is a fixed percentage rate of the cost of a Covered Benefit where you may be responsible for sharing the cost for Covered Benefits with Delta Dental. The percentage of the Coinsurance that Delta Dental will pay for each benefit class is shown on the Schedule of Benefits. The Dentist may require you to pay your share of any Coinsurance at the time you receive the Covered Benefit.

### **Benefit Waiting Period**

A Benefit Waiting Period is the amount of time that must pass after you enroll before you are eligible for Covered Benefits. Refer to the Schedule of Benefits to see if a Benefit Waiting Period applies to a specific Dental Service.

### **Timely Entrant**

Timely entrant means that those eligible to participate, enroll in the Group's dental plan (1) on the inception date of the plan, (2) after completing the Group's new hire waiting period (if applicable), or (3) based on a Qualifying Event.

The Schedule of Benefits will tell a timely entrant the length (if any) of the Benefit Waiting Period for that service. The Schedule of Benefits also tells you if the Benefit Waiting Period will be pro-rated or waived. Pro-rated means that if you enroll after the initial effective date of the Group dental plan and you had coverage for the same Covered Benefit under a prior dental plan, you will receive credit toward a Benefit Waiting Period under this Contract for that benefit. The prior dental plan must have been in effect immediately preceding this Contract. Proof of prior coverage is required. A waiver means that for a Covered Benefit, if you enroll on the initial effective date of the Group dental plan, the Benefit Waiting Period is waived. The waiver does not apply to new hires enrolling after the initial effective date of the Group dental plan.

If the Group adds a new Covered Benefit or offers another Delta Dental benefit plan where a Benefit Waiting Period applies, you will receive credit for the entire length of time enrolled under this Contract

## 4.0 Exclusions

The following are not Covered Benefits unless specifically identified as a Covered Benefit in the Schedule of Benefits:

- Services or supplies that are not related to a Dental Service or supply; also includes services or supplies not specifically listed as covered in the Schedule of Benefits.
- Services or treatment provided by someone other than a licensed Dentist or a qualified licensed dental hygienist working under the supervision of a Dentist.
- A Dental Service that Delta Dental, in its sole discretion after consultant review by a licensed Dentist, determines is not necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account generally accepted dental practice standards based on the Dental Services provided. In addition, each Covered Benefit must demonstrate Dental Necessity. Dental Necessity is determined in accordance with generally accepted standards of dentistry. All Dental Services are subject to established internal and external appeal processes available to you.
- Dental Services for injuries or conditions that may be covered under workers' compensation, similar employer liability laws or other medical plan coverage; also benefits or services that are available under any federal or state government program (subject to the rules and regulations of those programs) or from any charitable foundation or similar entity.
- Dental Services for the diagnosis or treatment of illnesses, injuries or other conditions for which you are eligible for coverage under your hospital, medical/surgical or major medical plan.
- Dental Services started or rendered before the date enrolled under this EOC. Also, except as otherwise provided for in this EOC, benefits for a course of treatment that began before you were enrolled under this EOC.
- Dental Services provided before the date you enrolled under this EOC.
- Except as otherwise provided for in this EOC, Dental Services provided after the date you are no longer enrolled or eligible for coverage under this EOC.
- Except as otherwise provided for in this EOC, prescription and non-prescription drugs, pre-medications, preventive control programs, oral hygiene instructions and relative analgesia.
- General anesthesia when less than three (3) teeth will be routinely extracted during the same office visit.
- Splinting or devices used to support, protect or immobilize oral structures that have loosened or been reimplanted, fractured or traumatized.
- Charges for inpatient or outpatient hospital services; any additional fee that the Dentist may charge for treating a patient in a hospital, nursing home or similar facility.
- Charges to complete a claim form, copy records, or respond to Delta Dental's requests for information.
- Charges for failure to keep a scheduled appointment.
- Charges for consultations in person, by phone or by other electronic means.
- Charges for X-ray interpretation.
- Dental Services to the extent that benefits are available or would have been available if you had enrolled, applied for, or maintained eligibility under Title XVIII of the Social Security Act (Medicare), including any amendments or other changes to that Act.

- Complimentary services or Dental Services for which you would not be obligated to pay in the absence of the coverage under this EOC or any similar coverage.
- Services or treatment provided to an immediate family member by the treating Dentist. This would include a Dentist's parent, spouse or child.
- Dental Services and supplies for the replacement device or repeat treatment of lost, misplaced or stolen prosthetic devices including space maintainers, bridges and dentures (among other devices).
- Dental Services or other services that Delta Dental determines are for correcting congenital malformations; also, cosmetic surgery or dentistry for cosmetic purposes.
- Replacement of congenitally missing teeth by dental implant, fixed or removable prosthesis whether the result of a medical diagnosis including but not limited to hereditary ectodermal dysplasia or not related to a medical diagnosis.
- Experimental or investigative dental procedures, services or supplies, as well as services and/or procedures due to complications thereof. Experimental or investigative procedures, services or supplies are those which, in the judgment of Delta Dental: (a) are in a trial stage; (b) are not in accordance with generally accepted standards of dental practice, or (c) have not yet been shown to be consistently effective for the diagnosis or treatment of the Enrollee's condition.
- Dental Services for restoring tooth structure lost from wear (abrasion, erosion, attrition or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- Except as otherwise provided for in this EOC, Dental Services, procedures and supplies needed because of harmful habits. An example of a harmful habit includes clenching or grinding of the teeth.
- Services billed under multiple procedure codes in which Delta Dental, in its sole discretion, determines that the service was either a component part of or inclusive of a more comprehensive or primary procedure code. This exclusion is subject to any and all internal and external appeals available to you. Delta Dental bases its payment on the Plan Allowance for the primary code, not on the Plan Allowance for the underlying component codes.
- Services billed under a Dental Service procedure code that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines should have been billed under a code that more accurately describes the Dental Service. Delta Dental bases its payment on its determination of the more accurate Dental Service code.
- Amounts assessed on Dental Services and/or supplies by state or local regulation.
- Amounts that exceed the Plan Allowance for Covered Benefits.

## 5.0 Other Payment Rules That Affect My Coverage

### Alternate Treatment

We will pay the Plan Allowance for the least expensive Dental Service that is necessary to restore the tooth or dental arch to contour and function, but only if that Dental Service is a Covered Benefit. You, or your Dependent, will be responsible for the remainder of the Dentist's fee if a more expensive Dental Service is selected. For each Covered Benefit, the applicable Deductible and Coinsurance will apply regardless of which Dental Service is selected.



### **Dental Services Requiring Multiple Visits**

Some Dental Services take multiple visits to complete. Examples include crowns, bridges, removable prosthetics and endodontic services. Delta Dental only pays for Covered Benefits that require multiple visits after the entire course of treatment is completed. Your date of service is the completion date for all of these services. Orthodontic services are the only exception. You may be responsible for the Dentist's full charges if you or your Dentist (1) do not complete the entire course of treatment, or (2) change the type of dental treatment before your last visit.

### **Orthodontic Services**

If listed as a Covered Benefit on the Schedule of Benefits, Delta Dental makes periodic payments for covered orthodontic services up to the Benefit Maximum, over the entire course of treatment. Delta Dental will pay up to \$500 at the time of initial banding. Delta Dental pays the balance of its Plan Allowance over the remainder of the treatment period. In the event you make payment in full at the time of initial banding, Delta Dental will pay as if you are making periodic payments over the treatment period.

If orthodontic treatment begins before your Effective Date under this EOC, Delta Dental reduces its total Plan Allowance by the amount paid by a prior carrier or the amount the prior carrier is obligated to pay. If your coverage ends during orthodontic treatment, Delta Dental covers:

- the banding portion of the service only if the bands are installed before the date your coverage ends; or
- follow-up visits if enrolled on the first day of the month when the visit takes place.

### **In-service Treatment**

Without exception, to be a Covered Benefit under this Contract, the services listed below must be on the Schedule of Benefits.

As a rule, Dental Services started before the effective date of your coverage under this Contract are not Covered Benefits. Examples of these type services include, but are not limited to:

- Fixed bridgework and a full or partial denture, only if the Dentist took first impressions or fully prepared the abutment teeth before the effective date of your coverage under this EOC;
- A crown, only if the Dentist fully prepared your tooth before the effective date of your coverage under this EOC; and
- Root canal therapy, only if the Dentist opened the pulp chamber of your tooth before the effective date of your coverage under this EOC.

### **Continuity of Care**

Dental Services are not Covered Benefits if you receive the service after your coverage under this Contract ends. However, there are exceptions for Dental Services that require multiple visits. The only exceptions to this general rule are:

- Fixed bridgework and a full or partial denture, only if the Dentist takes first impressions or fully prepares the abutment teeth before the date your coverage under this EOC ends;
- A crown, only if the Dentist fully prepares the tooth to be treated before the date your coverage under this EOC ends; and
- Root canal therapy, only if the Dentist opens the pulp chamber of your tooth before the date your coverage under this EOC ends.



Note: In most cases, the Dental Service has to be completed within 30 days after the initial date of the service.

### **Dental Services Incurred**

A Dental Service is incurred on the date it is completed. Dental Services are considered a Covered Benefit if they are incurred on or after the effective date of your coverage under this Contract and a claim is filed within 12 months after the date on which the Dental Service is incurred. You will be responsible for payment for any Dental Services that are completed after termination of your coverage under this Contract.

### **Incomplete Treatment**

If a Dentist starts a course of treatment and it is completed by a different Dentist, Delta Dental will split its payment between the Dentists. Delta Dental will split its payment in the manner that it determines is reasonable and equitable to both Dentists. At its sole discretion (subject to any and all internal and external appeals available to you), Delta Dental will determine how to split payment between the Dentists. You may be responsible for any unpaid balances if the Dentists do not agree.

## **6.0 When Coverage Ends**

Coverage ends on the day that you cease to be eligible under the Group dental plan or the required premiums are not paid. Except as otherwise stated in the EOC, all Enrollees' coverage will end when the Group Contract ends.

Examples of when an Enrollee may cease to be eligible:

- For the Subscriber, when you leave the company;
- For a Spouse, when the employee and spouse divorce;
- For a child, when the child reaches the age limit for coverage as outlined in the Plan Provisions; or
- For a handicapped Dependent, when no longer handicapped.

Listed below are two methods for continuing Enrollee coverage after termination. The availability of these methods will depend upon the terms and conditions of your Group Contract. Your Group administrator can provide information about options once an Enrollee is no longer eligible under the Group dental plan. They can also answer questions related to eligibility, enrollment and coverage periods.

You and your Dependents may be eligible to continue coverage with Delta Dental under the following:

- Continuous Group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), if your company is subject to COBRA; or
- Continuous Group coverage under state law.

### **COBRA Continuation of Coverage**

If your employer had 20 or more employees in the previous calendar year, you and your covered Dependents may elect to continue coverage if you meet the Qualifying Events described under COBRA. If you or your covered Dependents would normally lose eligibility for coverage because of a Qualifying Event, you may choose to continue coverage under your employer's Group dental plan. You must pay for this coverage on your own. The period a COBRA beneficiary (including you) would be eligible to continue coverage depends on the type of Qualifying Event the Enrollee has experienced.

### Continuous Coverage Under State Law (12 months)

You may be able to continue coverage under your Group's dental plan for a period of 12 months after losing eligibility under the Group's dental plan. For those covered under COBRA, the 12-month state continuation is not applicable. Benefits under a continuation dental plan will match your current Group dental plan benefits. Delta Dental will continue coverage for the 12-month period without further evidence of insurability, if:

- the Enrollee meets enrollment requirements for the state continuation plan, and
- the Enrollee applies within 60 days from the last day of coverage under the Group plan.

Under the state continuation, you will make monthly premium payments to the Group for as long as the coverage is active during the 12-month period. Your employer must provide written notice with information regarding how to obtain continuation coverage within 14 days after losing eligibility under the Group's dental plan.

## 7.0 Claims, Appeals and Grievances

The following is a description of how a claim is processed. A claim is any request for coverage of Dental Services. The times listed are maximum times only. A period begins when you file the claim. Days mean calendar days.

### Filing a Claim

If you visit a Delta Dental Participating Dentist, the Dentist will file a claim on your behalf. If you visit a Non-Participating Dentist, you may have to submit the claim. Submit claims to:

Delta Dental of Virginia  
4818 Starkey Road  
Roanoke, VA 24018-8510

You must submit all claims for dental benefits within twelve (12) months of the date services are completed. This is called the timely filing limitation. If orthodontic services are listed as a Covered Benefit on the Schedule of Benefits, a claim for benefits should be filed at the time of the banding. New Enrollees who are already in orthodontic treatment when this coverage becomes effective or after a Benefit Waiting Period (if applicable) is met, should file a claim upon enrollment or once the Benefit Waiting Period has been satisfied.

There are different types of claims and each one has a specific timetable for either approval of the claim, a request for more information to process the claim, or denial of the claim.

Following the submission of a claim, you may receive an adverse benefit determination. Adverse benefit determinations are decisions Delta Dental makes that result in denial, reduction or termination of a benefit or amount paid. An appeal is a complaint about a denied claim or an adverse benefit determination.

### Claims Review and Appeals Procedures

You have the right to appeal a denied claim or adverse benefit determination. Adverse benefit determinations can result from one or more of the following:

- The individual is not eligible to participate in the dental plan; or
- Delta Dental determines that a benefit or service is not a Covered Benefit because:
  - it is not included in the list of Covered Benefits,
  - it is specifically excluded,

- a benefit limitation under the dental plan has been reached, or
- it is not necessary or customary for the diagnosis or treatment of your condition [Dental Necessity].

Delta Dental will provide you with written notices of adverse benefit determinations within the periods shown in the chart on the following few pages.

Type of claim	Claim procedures and appeal process	
<p><b>Post-service health claim</b></p> <p>A claim that is a request for payment under the plan for covered services already received.</p>	Step 1:	<p>Delta Dental has 30 days after receiving your initial claim to notify you of the benefit determination.</p> <p>Delta Dental can take a one-time extension of 15 days for matters beyond its control. Delta Dental must notify you within the initial 30-day period of the extension and the reason for the extension.</p>
	Step 2:	<p>For a denied claim, you have 180 days to appeal the adverse benefit determination and 60 days from receipt of notice to appeal any subsequent determinations.</p>
	Step 3:	<p>Delta Dental has 60 days after receiving your appeal (30 days if the Group allows two levels of appeal) to notify you of the appeal decision. Both levels of appeal must be completed within the 60-day deadline.</p>
<p><b>Improper or incomplete claim</b></p> <p>A claim that does not include enough information for us to make a determination.</p>	Step 1:	<p>Delta Dental has 30 days after receiving your claim to notify you of its decision. Delta Dental can take a one-time extension of 15 days if the plan is unable to make a benefit determination due to insufficient information received with the claim. After receipt of the initial claim, Delta Dental must notify you within 15 days if an extension is necessary.</p>
	Step 2:	<p>You have 45 days after receiving the extension notice to provide additional information or complete the claim.</p>
	Step 3:	<p>For a denied claim, you have 180 days to appeal the adverse benefit determination and 60 days from receipt of notice to appeal any subsequent determinations.</p>
	Step 4:	<p>Delta Dental has 60 days after receiving your appeal (30 days if the Group allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be complete within the 60-day deadline.</p>



## Notice to Claimant of Adverse Benefit Determinations

Delta Dental will provide written or electronic notification of any denial or adverse benefit determination.

### Authorized Representative

You may authorize a representative to act on your behalf in pursuing a claims review or claims appeal. Delta Dental may require that you identify your authorized representative for us in writing in advance. For an urgent care claim, you may designate a dental care professional, who is knowledgeable about your dental condition, to act on your behalf. We will deal directly with your authorized representative, rather than you, for matters involving the claim or appeal.

### Appeals of Adverse Benefit Determinations

Benefit Services representatives are available during regular business hours to answer your questions. You can reach us at 800-237-6060 or the toll-free number on the bottom of your Delta Dental of Virginia ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. If a matter is not resolved to your satisfaction over the phone, Delta Dental's internal appeals process is available to you. It is **mandatory** that you use Delta Dental's internal appeals process before taking any legal action.

Delta Dental has a two level appeal process. Therefore, you will need to verify with your employer the number of appeals, including a voluntary appeal, offered by your Group.

You or your authorized representative must file the appeal in writing and explain why you believe Delta Dental's decision was incorrect. Your appeal should include the following information:

- Name, address and daytime phone number;
- The Member number and Group number (as shown on the ID Card);
- The patient's name, address and daytime telephone number;
- The date of service, name and address of the Dentist who provided the service.

You may submit written comments, documents, records and other information relating to the claim even though Delta Dental did not consider the information when making the initial decision. You may request, and Delta Dental will provide to you free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim.

We will conduct the appeal without deferring to the original adverse decision. The individual who conducts the appeal will not be the person who made the initial decision or that person's subordinate. If dental judgment is required, we will consult a dental care professional who has appropriate training and experience in the field of dentistry involved. The dental care professional we consult for the appeal will not be the person we consulted in making the initial decision or that person's subordinate. Upon request, we will identify the dental professional we consulted, whether or not we relied on his or her advice in reaching our adverse decision.

Send your request for appeal of an adverse benefit determination to:

Delta Dental of Virginia  
Attn: Appeal Review  
4818 Starkey Road  
Roanoke, VA 24018-8510



## Grievances

Delta Dental would like Enrollees to be completely satisfied with the dental care and services they receive, but recognize that there are times an Enrollee may have questions, concerns or complaints. If you are dissatisfied with the service received from Delta Dental or a Participating Dentist, you may file a grievance with Delta Dental. A grievance is a complaint about quality of care, billing or operational issues such as waiting times at provider offices, adequacy of participating provider facilities and network adequacy.

Complaints may be submitted in the following ways:

Website: <https://deltadentalva.com/members/fraud-abuse-form.html>

Email: [DDVACCU@deltadentalva.com](mailto:DDVACCU@deltadentalva.com)

Address: Delta Dental of Virginia  
Clinical Professional Services/CCU  
Attn: Complaints  
4818 Starkey Road  
Roanoke, VA 24018-8510

## 8.0 Nondiscrimination Notice

Delta Dental of Virginia complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

### Delta Dental of Virginia:

Helps people with disabilities communicate more effectively with us by providing free aids and services, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

Communicates to people whose primary language is not English through:

- Qualified interpreters
- Information written in their primary language

If you need these services, contact the Civil Rights Coordinator.

If you believe that Delta Dental of Virginia has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with:

Civil Rights Coordinator  
ATTN: Compliance Dept.  
4818 Starkey Road  
Roanoke, VA 24018-8510

1-800-237-6060

TTY number: 1-877-287-9039

Fax: 540-491-9714

[Compliance@DeltaDentalVA.com](mailto:Compliance@DeltaDentalVA.com)



You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW., Room 509F, HHH Building  
Washington, DC, 20201

1-800-368-1019, 800-537-7697 (TDD)

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>

## 9.0 Nondiscrimination Grievance Policy

It is the policy of Delta Dental of Virginia not to discriminate on the basis of race, color, national origin, sex, age or disability. Delta Dental of Virginia has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. 18116) and its implementing regulations at 45 CFR part 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of Delta Dental of Virginia's Section 1557 Coordinator who has been designated to coordinate the efforts of Delta Dental of Virginia to comply with Section 1557:

ATTN: Compliance Dept.  
4818 Starkey Road  
Roanoke, VA 24018-8510  
1-800-237-6060  
TTY number: 1-877-287-9039  
Fax: 540-491-9714  
[compliance@DeltaDentalVA.com](mailto:compliance@DeltaDentalVA.com)

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age or disability may file a grievance under this procedure. It is against the law for Delta Dental of Virginia to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

### Procedure

- Grievances must be submitted to the Section 1557 Coordinator within 60 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of Delta Dental of Virginia relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the



confidentiality of files and records relating to grievances and will share them only with those who have a need to know.

- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.
- The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the Chief Executive Officer within 15 days of receiving the Section 1557 Coordinator's decision. The Chief Executive Officer shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights.

A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW., Room 509F, HHH Building  
Washington, DC, 20201

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>

Such complaints must be filed within 180 days of the date of the alleged discrimination. Delta Dental of Virginia will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements.

## 10.0 Coordination of Benefits (COB) with Other Plans

You and your family members may have coverage for Dental Services by more than one Plan. For instance, you may have coverage under this Plan as an employee and under another Plan as a dependent. The coordination provision determines how the Plan pays benefits when you have coverage under more than one Plan. Among other things, the coordination of benefits eliminates duplicate payments for the same Dental Services. Please note you can never receive more than your actual out-of-pocket expense for a dental procedure or service (i.e. you cannot claim the full amount of your out-of-pocket expense under both Plans. You can only claim under the second Plan the portion that the first Plan did not cover.).

### Definitions

The following definitions apply to this COB section only:

Plan – any of the following that provides dental benefits or services: (a) any Contract issued or administered by Delta Dental of Virginia or any other Delta Dental Member Company; (b) dental or health insurance policy, contract or other arrangement in which a Dental Service benefit is offered or available; (c)



a medical or dental HMO; (d) labor management trustee plan, union welfare plan; (e) employer organization plan; (f) employee benefits plan; (g) or tax-supported or government program to the extent that coordination of benefits is permitted by law. A “Plan” can be either insured or self-insured. It may also be an ERISA or a non-ERISA plan. For the purposes of this section only, the term “Plan” does not mean an individually underwritten and issued policy, Contract or other arrangement that provides for accident and sickness benefits exclusively and the patient, patient’s guardian or family member pays the entire premium.

**Primary Plan** — the Plan responsible for determining and paying benefits first.

**Secondary Plan** — the Plan or Plans responsible for determining and paying benefits after the Primary Plan determines and pays its benefits.

The first step is to determine which Plan is the “Primary Plan” and which is the “Secondary Plan,” but no Plan pays more than it would have without this provision. The guidelines below determine which Plan is Primary and which is Secondary:

- The Plan without a coordination provision is always the Primary Plan.
- Your medical benefits Plan may provide coverage for a few Dental Services covered by your Delta Dental Plan. In this case, your medical benefit Plan is primary. Extraction of impacted wisdom teeth and oral surgery are examples of services sometimes covered under both medical and dental benefit Plans.
- If both Plans have a COB provision, the Plan covering the patient as an employee rather than as a dependent is Primary.
- If a child is covered under both parents’ Plans:
  - The Plan of the parent whose birthday falls earlier in the year is Primary and the Plan of the parent whose birthday falls later in the year is secondary.
  - If both parents have the same birthday, the Plan that covered the parent longer is Primary.
  - If the other Plan does not have this “birthday rule,” then the above will not apply and other Plan’s COB provision will determine the order of benefits.
- When parents are separated or divorced, the Primary Plan is determined in this order:
  - When a court order requires one parent to be financially responsible for a dependent child’s dental care expenses, that parent’s Plan is the Primary Plan for that dependent child;
  - If there is no such court order, the Plan of the natural parent with legal custody of the child;
  - After one parent re-marries or both parents re-marry, the Plan of the natural parent with legal custody is the Primary Plan. The Plan of the child’s custodial step-parent is the Secondary Plan. Plan benefits for the child’s parent without legal custody are determined third. The non-custodial step-parent’s Plan benefits are determined fourth.
- The Plan that covers the patient as a working employee (or Dependent of a working employee) is the Primary Plan. The Plan that covers the patient as a former or retired employee (or his or her Dependent) is the Secondary Plan.
- If a Subscriber or Dependent has coverage under two or more Delta Dental Plans, one of which is DeltaCare® and both Plans provide coverage for the same Dental Service, DeltaCare® is primary.
- When none of the other rules applies, the Plan that has covered the patient for the longest uninterrupted period is the Primary Plan.

As the Primary Plan, this Contract’s benefits are determined as though the other Plan did not exist. As the Secondary Plan, this Contract’s benefits will be coordinated so that the sum of all benefits payable by all of

the Plans (including this Plan) does not exceed what Delta Dental would have allowed in the absence of this COB section. For example, when Delta Dental is the Secondary Plan, Delta Dental's obligation to provide Covered Benefits under this Contract is satisfied if the Primary Plan [pays/owes] the same amount or more than Delta Dental would have allowed if benefits had not been coordinated. Even if you have not submitted a claim with the other Plan, Delta Dental may coordinate benefits with the other Plan. In all cases, any applicable Deductible will reduce the amount owed by Delta Dental under this COB section. When a Plan provides benefits in the form of services rather than payment, Delta Dental will assign a reasonable cash value to each Covered Benefit. This cash value is considered a benefit payment.

For surgical dental services, if your Dentist has an agreement with the Primary Plan to accept a lower allowance than Delta Dental's Plan Allowance as payment in full for a Covered Benefit, Delta Dental coordinates benefits using the Primary Plan's allowance rather than Delta Dental's Plan Allowance.

Your Covered Benefits will not increase because benefits are coordinated. Delta Dental will never pay more than it would have paid in the absence of this section. If your Primary Plan is a medical or dental HMO that pays your Dentist on a capitated basis, Delta Dental's only obligation as the Secondary Plan is your Deductible or Copayment for the HMO coverage, if any. You should provide Delta Dental with all information about coverage available from the other Plan(s). By accepting coverage under this Plan, you authorize Delta Dental to obtain from, and release to, any other Plan all the information necessary to coordinate benefits. You also authorize Delta Dental to recover from any other Plan, your Dentist, or you the amount for Covered Benefits that Delta Dental has paid in excess of its obligations under this COB section.

## 11.0 Oral Health Information

As a result of mouth and throat diseases ranging from cavities to cancer, millions of Americans suffer pain and disability. Almost all oral diseases can be prevented. Your dental plan covers a wide range of dental benefits to help you maintain your oral health. Having a healthy lifestyle, brushing properly and visiting your Dentist can improve your oral health. Delta Dental is committed to becoming a leader in quality dental care programs. As part of that commitment, Delta Dental provides you access to information regarding oral health on our website: [DeltaDentalVA.com](http://DeltaDentalVA.com).

## 12.0 Member Rights and Responsibilities

Delta Dental Member Companies collectively form the nation's largest and most experienced dental benefits organization. Committed to offering access to quality dental care, Delta Dental covers millions of workers and their families. The federal government's development of a Consumer Bill of Rights and Responsibilities establishes a clear set of unifying standards and is an important step forward for those involved in the health care system. Delta Dental of Virginia is providing you with the below "Statement of Consumer Rights and Responsibilities" to show its commitment to establishing a stronger relationship of trust among consumers, dental professionals and dental plans.

### Statement of Consumer Rights and Responsibilities

DELTA DENTAL OFFERS A CLEAR PRESENTATION OF COVERED SERVICES,  
LIMITATIONS AND EXCLUSIONS

As an Enrollee, you have a right to clear and complete information about your dental benefits. Therefore, we provide information that fully explains the scope of benefits, as well as any limitations or exclusion of services, in easy-to-understand language.

DELTA DENTAL MAKES DENTAL SERVICES READILY AVAILABLE



In an effort to assist our Subscribers in obtaining quality dental care, we inform them about Delta Dental's network of Participating Dentists. Delta Dental explains the advantages of receiving treatment from these Participating Dentists. In addition, Delta Dental explains how an Enrollee may be impacted if Dental Services are provided by licensed practitioners not participating with Delta Dental. This information explains that, since the fees of these Dentists are not subject to contractual controls, greater cost sharing by Enrollees may be necessary.

In our managed care programs, Delta Dental provides listings of Participating Dentists to help an Enrollee make a selection. Delta Dental protects the Subscribers' rights to access emergency care and regular appointments, as well as professionally sound treatment, in these programs as well as in all our other Delta Dental benefit programs.

Delta Dental also recognizes its obligation and Participating Dentists' obligation to make services available to all Enrollees, including those with diverse cultural backgrounds and those with intellectual or physical disabilities.

#### DELTA DENTAL OFFERS ACCESS TO SPECIALTY CARE

Most Delta Dental programs cover benefits for specialty care. Our fee-for-service program offers our consumers access to a nationwide network of Participating Dentists specializing in pediatric care, oral and maxillofacial surgery, endodontics, periodontics, oral pathology, prosthodontics and orthodontics.

Delta Dental also believes that subscribers of managed care programs should have access to specialists, and our managed care programs include a process for referrals.

#### DELTA DENTAL OFFERS OUR PROVIDER DIRECTORY ONLINE

Delta Dental recognizes the importance of providing you with the most current listing of Dentists available to you. Therefore, Delta Dental has a directory of Participating Dentists available at [DeltaDentalVA.com](http://DeltaDentalVA.com). If you do not have access to the internet, you can request a hard copy by calling Delta Dental of Virginia at 800-237-6060.

#### DELTA DENTAL GIVES CONSUMERS ACCESS TO EMERGENCY CARE

Delta Dental recognizes that there can be dental conditions that, if left untreated, would result in serious dental health impairment or continued severe pain. In such cases, all of Delta Dental's programs provide coverage for emergency treatment. In addition, Dentists in Delta Dental's managed care programs are required to provide 24-hour, on-call arrangements for such emergencies.

#### DELTA DENTAL BELIEVES CHOICE OF BENEFIT PROGRAMS IS IMPORTANT

Delta Dental has a comprehensive selection of program designs. This allows group purchasers to select the program or combination of programs that best meets the needs of their employees. Regardless of whether traditional or managed care benefit designs are chosen, the structure of every Delta Dental program assures Enrollees access to professionally sound and properly benefited programs.

#### DELTA DENTAL SUPPORTS DISCLOSURE OF PATIENT OPTIONS IN DENTAL TREATMENT (NO GAG RULES PERMITTED)

There is a variety of professionally sound treatment options for many dental conditions. Dentists under contract with Delta Dental recognize their obligations to discuss these options with their patients and thoroughly explain the benefits available for each, as well as the level of consumer participation required in the cost of care. Delta Dental endorses this practice and never restricts its participating Dentists from openly discussing such treatment options with their patients.

In addition, when there is a question regarding an Enrollee's financial responsibility, Delta Dental Participating Dentists are encouraged to submit claims to Delta Dental for predetermination. Through this



process, both the Dentist and the consumer can receive detailed information from Delta Dental about covered services and costs prior to treatment.

#### DELTA DENTAL HAS A SYSTEM TO RESOLVE COMPLAINTS AND APPEALS

Delta Dental supports the rights of consumers who believe a claim denial is unfair. Delta Dental member companies maintain complaint resolution systems that Subscribers and Dentists may use when there is a disagreement over coverage or concerns about the quality of care. The design of both systems is to ensure the administration of consumers' coverage is in accordance with accepted dental practice standards as well as the group Contract.

#### DELTA DENTAL IS COMMITTED TO SAFEGUARDING CONSUMER INFORMATION

Delta Dental believes in a patient's right to privacy with regard to his/her records and dental history. We support the right of an individual to access his/her records and information pertaining to claims submitted for care and services. In accordance with current federal and state regulations, Delta Dental strives to protect this information and allow access to confidential records to the limited parties necessary for treatment purposes, patient knowledge, claim needs and/or as legally required.

#### DELTA DENTAL ENCOURAGES CONSUMER INVOLVEMENT IN BENEFITS PLAN POLICY

Delta Dental is committed to consumer participation in the development and refinement of the policies for our programs. Therefore, the governing bodies of all Delta Dental member companies include representatives from the business and dental communities, as well as our consumers. Such involvement assures that Delta Dental member companies meet the needs in both the design and the administration of our programs to foster improved dental health.

#### DELTA DENTAL BELIEVES CONSUMERS OF DENTAL PLANS ALSO HAVE RESPONSIBILITIES

Improved oral health is a primary objective of Delta Dental. To achieve this goal requires the cooperation of the individuals covered by our programs. It is each individual's responsibility to engage in a dental health program that includes a regimen of personal dental hygiene, self-examination and regular professional care. Avoidance of substances and behaviors that place oral health in jeopardy should also be a component of each individual's personal care.

We believe it is also our consumers' responsibility to become familiar with their specific plan's coverage. It is also the consumers' responsibility to meet any financial obligation incurred because of treatment, including paying the appropriate Copayments, Coinsurances or Deductibles required by the plan. It is the Enrollee's responsibility to cooperate with their Dentist on treatment plans to achieve a satisfactory result.

The designs of Delta Dental's programs encourage Enrollees to fulfill their responsibilities, primarily through the emphasis on regular, preventive care. In addition, Delta Dental provides informational materials that can assist individuals in achieving optimum oral health by utilizing their dental programs effectively.

### 13.0 Definitions

This is the Definitions section. The following terms used in the Contract, including this EOC, have these meanings:

**Benefit Maximum** — the total dollar amount that Delta Dental will pay for the listed Covered Benefits during the specified Benefit Period.

**Benefit Period** — a specified period to incur Covered Benefits in order for them to be eligible for payment. This is also the specified period of time that your Deductible (if any) and your Benefit Maximum (if any) is calculated.



**Benefit Waiting Period** — the period of time that must pass after enrolling under the plan before an Enrollee can start receiving Covered Benefits.

**Contract** — the Group's Dental Care Contract, including this EOC and EOC schedules, addenda and amendments made as part of the Group's Dental Care Contract.

**Coordination of Benefits (COB)** — a method of integrating benefits payable under more than one dental plan so that the insured persons benefit from all sources so that the total benefit a person receives from all sources does not exceed the Delta Dental Plan Allowance.

**Coinsurance** — a portion of the Dental Services the Enrollee is responsible for paying. It is usually a percentage of the Plan Allowance the Enrollee pays directly to the Dentist for Covered Benefits after meeting any applicable deductible.

**Copayment** — the amount paid by the Enrollee for Covered Benefits under this EOC.

**Covered Benefits/Covered Services** — the Dental Services covered under this EOC subject to its terms, conditions, exclusions and limitations of the Contract.

**Deductible** — a fixed dollar amount the Enrollee is responsible to pay before Delta Dental will begin covering the cost of Covered Benefits.

**Delta Dental** — Delta Dental of Virginia.

**Dental Necessity** — a Covered Benefit that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines is necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account whether a prudent Dentist would provide the service or product to a patient to diagnose, evaluate, prevent or treat an injury, disease or its symptoms in accordance with generally accepted dental practices of the professional dental community and within their professional guidelines.

Dental Necessity includes, but is not limited to, treatments involving dental structures and pathology which, while rarely medically necessary, are essential to resolve the condition of dental disease. A medically necessary situation as it relates to dental therapies is one where failure to provide the Dental Service(s) would result in harmful effects to one's overall health status or are necessary to sustain life.

**Dental Services** — care and procedures provided by a Dentist for the diagnosis and treatment of dental disease or injury. Not all Dental Services are Covered Benefits.

**Dentist** — a person with a valid, unrestricted license to practice dentistry in the state or other jurisdiction in which the Enrollee receives the Dental Service.

**Dependent** — any person who is a member of the Subscriber's family, who meets all applicable eligibility requirements under the Group's dental plan and has properly enrolled.

**Effective Date** — the date coverage begins for an Enrollee provided they have properly enrolled.

**Emergency Services** — Covered Benefits that require immediate attention to alleviate severe pain, swelling, bleeding or to avoid serious jeopardy to your health.

**Enrollee** — the Subscriber's Dependents, as well as the Subscriber, who are entitled to coverage under the Group's dental plan and has properly enrolled.

**Evidence of Coverage (EOC)** — this booklet and any amendments, riders, or endorsements to this booklet that Delta Dental issues. This booklet is part of your Group's Contract.

**Group** — the Subscriber's employer.

**Medically Necessary Orthodontic** — Enrollees must have a severe dysfunctional, handicapping malocclusion. In order to qualify as medically necessary, a minimum score of 25 points using Salzmann Index criteria is required. Handicapping esthetic diagnoses (crooked, crowded or protruding teeth) due to appearance are not considered part of the determination.

**Member Company** — any Delta Dental Member Company (including Delta Dental of Virginia) that has entered into a “DeltaUSA Interplan Participating Agreement” that is in effect on the date the Enrollee receives the Dental Service.

**Non-Participating (Non-Par) Dentist** — a Dentist who does not have a Dentist agreement with Delta Dental of Virginia or another Delta Dental Member Company on the date the Enrollee receives Dental Services.

**Open Enrollment Period** — the period designated by the Group for employees to elect coverage for the upcoming Benefit Period.

**Participating (Par) Dentist** — a Dentist who has a Dentist agreement with a Delta Dental Member Company, including Delta Dental of Virginia, in the state or other jurisdiction where he/she practices. This agreement must be in effect on the date the Enrollee receives the Dental Service. Delta Dental PPO™ and Delta Dental Premier® Dentists are Participating Dentists based on enrollees benefit plan.

**Plan Allowance** — the amount used to determine reimbursement by Delta Dental for each Covered Benefit and the amount from which subscriber liability (Coinsurance, etc.), if any, and Benefit Maximums are based. Unless state law requires otherwise, Participating Dentists have agreed to accept the Plan Allowance as full payment for services (plus any applicable Deductible, Coinsurance, or Copayment). Non-Participating Dentists have not agreed to accept the Plan Allowance and you will be responsible for any difference between the Dentist’s submitted charges in excess of the Plan Allowance for services received from Non-Participating Dentists in addition to any applicable Deductible, Coinsurance, or Copayment. The Plan Allowance for Non-Participating Dentists may be lower than the Plan Allowance for Participating Dentists for the same Covered Benefit. In all cases, the Plan Allowance is determined by Delta Dental in its sole discretion.

**Predetermination Plan** — a detailed description of Dental Services that your Dentist prepares and Delta Dental reviews, before you receive Dental Services. A Predetermination Plan helps to determine which Dental Services are Covered Benefits and informs you what your liability may be.

**Qualifying Event** — a change in your family, employment or Group coverage status which would affect your benefits under the Group’s dental plan due to one or more of the following:

- Marriage;
- Birth, adoption or placement for adoption of a Dependent child;
- Divorce or marriage annulment;
- Death of a Dependent;
- A change in your or your Dependent’s employment status if it causes you or your dependent to gain or lose eligibility for coverage. Such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule.

**Schedule of Benefits** — the document outlining the Covered Benefits under your dental plan.

**Spouse** — your legally married spouse under state or federal law including civil unions.

**Subscriber** — the Group’s employee who is entitled to coverage under the Group’s dental plan and has properly enrolled.

**We, Us, or Our** — refers to Delta Dental of Virginia.



#### 14.0 Additional Benefits in *Healthy Smile, Healthy You*® Program

As a result of evidence connecting oral health to overall body health, Delta Dental is including *Healthy Smile, Healthy You*® as part of your Group's dental benefits package.

*Healthy Smile, Healthy You*® provides one additional cleaning (or periodontal maintenance procedure if you have a history of periodontal surgery with continuous maintenance therapy) and exam each Benefit Period for the following health conditions connected to oral health:

- Pregnant Enrollees are eligible during the term of their pregnancy.\*
- An Enrollee with diabetes.
- An Enrollee with a weakened immune system due to an autoimmune condition or because a medical provider has prescribed a medication which suppresses the immune system.\*
- An Enrollee in kidney failure or being treated with dialysis.\*
- An Enrollee with any of the following high risk cardiac conditions.
  - A history of infective endocarditis
  - An artificial heart valve, pulmonary shunts or conduits
  - Mitral or aortic valve prolapse
  - Hypertrophic cardiomyopathy
  - Heart valve defects caused by acquired conditions
  - Certain congenital heart defects (such as having one ventricle instead of the normal two)
- An Enrollee who is undergoing chemotherapy and/or radiation for the treatment of cancer.\*

*\*Enrollees are also eligible for topical fluoride application beyond the age limitation of the Group plan. Coverage will be at the group contracted benefit level. There is no end date for this additional coverage, nor is there any age requirement.*

The following definitions apply to the high-risk cardiac conditions, cancer treatment and periodontal procedures mentioned above.

Artificial heart valve — a device implanted in the heart of a patient with heart valvular disease. When one of the four heart valves malfunctions, the medical choice may be to replace the natural valve with an artificial valve.

Chemotherapy and/or radiation treatment — Chemotherapy is the treatment of cancer with an antineoplastic drug or with a combination of such drugs in a standardized treatment regimen. Radiation therapy, radiation oncology or radiotherapy, sometimes abbreviated to XRT, is the medical use of ionizing radiation, generally as part of cancer treatment to control malignant cells.

Congenital heart defects (CHD) — defects in the structure of the heart and great vessels that are present at birth.

Continuous maintenance therapy — occurs when there is a continuous, uninterrupted history of periodontal treatment. There is no break in treatment for either a cleaning or periodontal maintenance longer than 12 months.

Heart valve defect — a defect in the structure of the heart and great vessels.

Hypertrophic cardiomyopathy (HCM) — a condition in which the heart muscle becomes thick. The thickening makes it harder for blood to leave the heart, forcing the heart to work harder to pump blood.

Infective endocarditis — a form of endocarditis, or inflammation of the inner tissue of the heart, such as its valves, caused by infectious agents. The agents are usually bacterial, but other organisms can also be responsible.

Mitral or aortic valve prolapse — A valve prolapse is a heart problem in which the valve that separates the chambers of the heart does not close properly allowing blood to flow back into the atria of the heart.

Periodontal maintenance — procedures and protocols employed to clean and maintain the teeth and gums following a diagnosis of periodontal disease. Periodontal disease is not “cured,” only “arrested.”

Periodontal surgery — surgical procedure involving the gums and jawbone.

Progressive periodontal disease — an infection that, if left untreated, can destroy the tissues and supporting bone that holds the teeth in place.

Pulmonary shunts — a physiological condition which results when the alveoli (a tiny thin-walled air sac found in large numbers in each lung, through which oxygen enters and carbon dioxide leaves the blood) of the lung are perfused (to introduce a liquid into tissue or an organ by circulating it through blood vessels or other channels within the body) with blood as normal, but ventilation (the supply of air) fails to supply the perfused region. In other words, the ventilation/perfusion ratio (the ratio of air reaching the alveoli to blood perfusing them) is zero. A pulmonary shunt often occurs when the alveoli fill with fluid, causing parts of the lung to be unventilated although they are still perfused. A pulmonary conduit restores pulmonary valve function enabling blood to flow from the right ventricle to the lungs.

It's easy to receive benefits under the *Healthy Smile, Healthy You*® program. Ask your benefits administrator for an enrollment form or visit [DeltaDentalVA.com](http://DeltaDentalVA.com).

### 15.0 Delta Dental – Virtual Visits delivered by TeleDentistry.com

To increase access to care when you most need it, Delta Dental of Virginia includes access to teledentistry services with your existing dental plan\*. Members can use Delta Dental – Virtual Visits when they:

- Have a dental emergency and do not have a dentist;
- Need access to a dentist after hours;
- Need to consult a dentist without leaving home or while traveling.

Members can conveniently access the teledentistry service by a smartphone, tablet or computer with audiovisual capabilities. Or members may call the dedicated phone number at 866-256.2101. TeleDentistry.com dentists provides the initial consultation and can write prescriptions\*\* when appropriate.

After the initial consultation, the TeleDentistry.com dentist will email consultation notes to the member's Participating (Par) Dentist for further treatment. If the member has not established care with a Par Dentist, TeleDentistry.com will refer them to one.\*\*\*

*\*TeleDentistry.com services are only available to current Delta Dental of Virginia members. A TeleDentistry.com consultation counts as a problem-focused exam (D0140) under your dental plan.*

*\*\*E-prescriptions are not available internationally through TeleDentistry.com.*

*\*\*\*TeleDentistry.com services are not currently available in Maine.*



## 16.0 Protecting Your Privacy

Delta Dental understands that information about you (or your Dependents) and your health is personal. We are committed to protecting the privacy of this information. This notice will explain how we meet that commitment. It also describes how we may use and disclose information about you in administering your benefits, and it explains your legal rights regarding this information.

When we use the term “personal information,” we mean financial, health and other information about you that is non-public that we obtain so we can provide you with insurance coverage. By “health information,” we mean information that identifies you and relates to your medical and/or dental history (i.e., the care you receive or the amounts paid for that care).

### Our Collection Practices

In order to provide you and your family with insurance coverage, Delta Dental needs personal information that includes, but is not limited to, your name, address, Social Security number and information about your dental history. You are the primary source of this information; however, we also collect information from a variety of other sources. These other sources may include, but are not limited to:

- Your employer or Group;
- Insurance agents, brokers and consultants who submit information on your behalf or on your Group’s behalf;
- Dentists and other professionals who provide dental and related services and their office personnel; and
- Other dental insurers, health insurers, HMOs and similar organizations with whom you may have other dental, hospital, medical or related coverage.

This information typically comes from your enrollment form, direct personal contact, correspondence and telephone, facsimile or internet communications.

### With Your Specific Written Authorization

In all situations other than those described above, Delta Dental will ask for your written authorization before using or disclosing personal information about you. If you have given us authorization, you may revoke it at any time, if we have not already acted on it.

### Your Right to Review Recorded Personal Information

You may submit a written request to access your recorded personal information. Our address is in the last section of this notice. You must describe the information that you wish to obtain in reasonable detail. You should include your name, address, identification number and identify your Dentist and dates of service, if applicable. Delta Dental must be able to locate and retrieve the information in a reasonable timeframe and manner. We may ask you for proper identification to safeguard your personal and privileged information.

Within 30 days of your request, we will:

- Inform you of the nature and substance of the recorded personal information in writing, by telephone or by other oral communication.
- Permit you to see and copy, in person and by appointment only, our recorded personal information that pertains to you, or provide you with copies of this information by mail. If the information is in coded form, we will provide a written plain language explanation.

- Identify the persons Delta Dental has released the personal information to within the two years prior to your request. If Delta Dental has not recorded their identities, we will provide you with the names of persons to whom we normally disclose this information. Permit you to correct, amend or delete your recorded personal information in the manner provided for in the next section “Your Right to Correct Recorded Personal Information.”

If your file contains medical record information, we may ask you to name a treating Dentist or other medical professional to whom we can send the information so that he or she may explain it to you. Your rights of access to recorded personal information do not extend to privileged information.

### **Your Right to Correct Recorded Personal Information**

You may request that we correct, amend or delete recorded personal information that we have if you believe it is inaccurate or incorrect. You must make this request in writing. To assist us, you must describe the information that you wish us to correct in reasonable detail. You must explain why you believe it is inaccurate or incorrect. You must include your name, address and identification number. You should also identify your Dentist and dates of service, if applicable.

Upon receipt of your written request, we will investigate the information you believe is incorrect or inaccurate.

Within 30 days of our receipt of your written request to correct, amend or delete any recorded personal information that we have, we will:

- Correct, amend or delete the inaccurate or incorrect portion of your recorded personal information; or
- Notify you that we refuse to make the correction, amendment or deletion; the reasons for our refusal; and your right to file a statement of protest.
- If we make a correction, amendment or deletion, we will notify you that we have done so. We will also furnish the information to any person whom you have designated who, within the preceding two years, may have received the incorrect personal information.
- If you disagree with our refusal to correct, amend or delete your information, you may send us a concise statement describing the information that you believe is incorrect, irrelevant or unfair, and the reasons why you disagree with our refusal to change it. When we receive this statement of protest, we will:
- Place it in our file with the disputed personal information so that anyone reviewing the information will have access to it;
- Clearly identify the disputed personal information and provide the statement along with the information in any subsequent disclosure; and
- Furnish the statement to the person whom you have designated; who, within the preceding two years, may have received what you believe to be incorrect personal information to.
- Your right to correct, amend or delete recorded personal information does not extend to privileged information.

### **Your Right to Direct That Certain Financial Information Not Be Disclosed**

You have the right to request that we not disclose financial information to nonaffiliated third parties except as permitted by federal or state law. You may exercise this right at any time, and your request remains in effect until revoked. You may exercise this right by contacting us at the address in the last section in this notice. Provide us your name, address and Subscriber identification number. Even if you choose to exercise this right, we may still share financial information with a nonaffiliated third party if the information is



necessary to provide Dental Services or insurance-related services or perform Dental Services or insurance-related functions for your employer, your Group or you. These include, but are not limited to, agents who provide us your information, dentists who submit claims on your behalf or for claims appeals, other dental plans for the purpose of coordinating benefits, your employer or Group, and insurance regulatory, law enforcement and similar government authorities. State law permits these types of disclosures.

### **Changes to this Notice**

Delta Dental reserves the right to change the terms of this notice at any time. If we do, the revised terms are effective for information we already have about you as well as any information we receive in the future. Please note that we do not destroy personal information about you when you terminate your coverage. It may be necessary to use and disclose this information for purposes described above even after your coverage ends.

### **Our Privacy Policy**

Delta Dental believes in a Subscriber's right to privacy with regard to his or her Dental Service records and dental history. We support an individual's right to access his or her records and information in our possession pertaining to claims submitted for care and services. In accordance with current federal and state regulations, we strive to protect this information and allow access to personal and privileged information to the limited extent necessary for treatment purposes, patient knowledge, claim needs and/or as legally required.

We do not disclose personal or privileged information, including financial information, about our Subscribers or former Subscribers to anyone, except as permitted by law. We restrict access to personal and privileged information, including financial information, to our employees, consultants and outside vendors who need to know the information to provide products and services to our Subscribers. We maintain physical, electronic and procedural safeguards that comply with federal and state laws to guard against non-permitted and unauthorized disclosures.

If you have questions about our procedures or information maintained about you, contact us at the address below. Be sure to include your name, address and Subscriber identification number.

Delta Dental of Virginia  
Benefit Services  
ATTN: Privacy Coordinator  
4818 Starkey Road  
Roanoke, VA 24018-8510

You may also call 800-237-6060/TTY 877-287-9039.



## 17.0 Important Information Regarding Your Insurance

To contact someone about your dental coverage for any reason, use the following address and phone number:

Delta Dental of Virginia  
4818 Starkey Road  
Roanoke, VA 24018-8510  
Telephone: 800-237-6060  
TTY/TDD: 877-287-9039

If you have been unable to contact or obtain satisfaction from Delta Dental of Virginia, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Address: Consumer Service Section  
Virginia Bureau of Insurance  
PO Box 1157  
Richmond, VA 23218

Toll-Free: 800-552-7945

Richmond: 804-371-9691

Fax: 804-371-9944

Email: [bureauofinsurance@scc.virginia.gov](mailto:bureauofinsurance@scc.virginia.gov)

Written correspondence is preferable so a record of your inquiry is maintained. When contacting Delta Dental of Virginia or the Bureau of Insurance, have your policy number available.



## 18.0 Other Important Information

The name of the plan is the Genuine Financial Holdings, LLC Health and Welfare Plan. The plan sponsor is Genuine Financial Holdings, LLC.

The plan covers eligible employees of the Genuine Financial Holdings, LLC. The plan sponsor's address is 3349 Michelson Dr. Suite 150 Irvine, CA 92612.

The company's Employer Identification Number (EIN) is 81-5023164.

The plan number is 501.

Genuine Financial Holdings, LLC is the plan administrator but has delegated authority to administer the plan on its behalf to designee. You may contact the plan administrator by writing to Genuine Financial Holdings, LLC, 3349 Michelson Dr. Suite 150 Irvine, CA 92612; telephone is (703) 860-0190. Service of Legal Process may be made to Genuine Financial Holdings, LLC, 3349 Michelson Dr. Suite 150 Irvine, CA 92612.

The plan's records are maintained on a plan year basis beginning Jan. 1 and ending Dec. 31.

The Company expects to continue the plan indefinitely, but reserves the right to amend or terminate it at any time by action of the Company or the Committee.

The plan is self-insured under a group contract with Delta Dental of Virginia, which also administers claims under the plan. Delta Dental's address is 4818 Starkey Road, Roanoke, VA 24018, telephone (540) 989-8000. Delta Dental's Benefit Services number is (800) 237-6060. Its administration toll-free telephone number is (800) 572-3044.

## 19.0 Your Rights Under ERISA

Language contained in this section regarding your potential rights under ERISA may be required under Department of Labor regulations. This language is not subject to approval or disapproval by the state insurance department in which this contract is issued for delivery. Consult with the Department of Labor if you have questions regarding this notice.

As a participant in the Genuine Financial Holdings, LLC Health and Welfare Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed 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. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and their plan participants and beneficiaries. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare 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 and do not receive them within 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 \$110 a day until you receive the materials, unless the materials were not sent because of reasons 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 questions about your plan, contact the plan administrator. If you have questions about this statement or about your rights under ERISA, contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## 20.0 Language Assistance Services

Language assistance services are available to enrollees with limited English proficiency.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-237-6060 (TTY: 1-877-287-9039).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-237-6060 (TTY: 1-877-287-9039) 번으로 전화해 주십시오.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-237-6060 (TTY: 1-877-287-9039).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-237-6060 (TTY : 1-877-287-9039)。

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-237-6060 (رقم هاتف الصم والبكم: 1-877-287-9039).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-237-6060 (TTY: 1-877-287-9039).

**توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-237-6060 (TTY: 1-877-287-9039) تماس بگیرید.

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-800-237-6060 (መስማት ለተሳናቸው: 1-877-287-9039)።

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 1-800-237-6060 (TTY: 1-877-287-9039)۔

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-237-6060 (ATS : 1-877-287-9039).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-237-6060 (телетайп: 1-877-287-9039).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-237-6060 (TTY: 1-877-287-9039) पर कॉल करें।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-237-6060 (TTY: 1-877-287-9039).

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-800-237-6060 (TTY: ১-৮৭৭-২৮৭- ৯০৩৯)

Ige nti: O buru na asu lbo asusu, enyemaka diri gi site na call 1-800-237-6060 (TTY: 1-877-287-9039).

AKIYESI: Ti o 43an so ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-800-237-6060 (TTY: 1-877-287-9039).





