

SUMMARY OF BENEFITS

Delta Dental of Arizona, Inc. Employer Group Dental Contract

Group : 07777

Group Name : STATE OF ARIZONA

Summary

Effective Date : 10/01/2008

This is the date which this document is effective.

Contract Year : October 1st through September 30th

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

Benefit Year : October 1st through September 30th

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

Age Limits : Child: 25 Student: 25

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

Annual Benefit Year Maximum : \$2000.00

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

Predetermination recommended for services over \$250.

Routine (Deductible does not apply to these services)

100%

(No waiting period)

Diagnostic

- Exams, evaluations or consultations (Twice in a Benefit Year)
- X-rays: Full Mouth/Panorex, or vertical bitewings (Once in a three (3) year period) Bitewings (Twice in a Benefit Year)

Preventive

- Topical Application of Fluoride (children to the age of eighteen (18) - twice in a benefit year)
- Routine Cleanings (limited to twice in a benefit year), or one (1) difficult cleaning may be exchanged for one (1) routine cleaning, however, the difficult cleaning is limited to not more than once in a five (5) year period.
- Space Maintainers (For missing posterior primary (baby) teeth) up to age fourteen (14)

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

80%

Restorative

- Fillings consisting of silver amalgam; or composite tooth color fillings (Once per tooth surface in a twenty four(24) month period).
- Sealants for children (Once in a three (3) year period for permanent molars & bicuspid up to age nineteen (19).
- Stainless Steel Crowns (For primary (baby) teeth only)

Oral Surgery

- Extractions and Surgical Procedures including pre and post treatment care

Periodontics

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

Endodontics

- Root Canal Treatment (Permanent Teeth);Pulpotomy (Primary (baby) Teeth) Once per tooth per lifetime.

Emergency (Palliative Treatment)

- Emergency treatment for the relief of pain

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

50%

Restorative

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

Prosthodontics

- Bridges -Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.
- Complete Dentures - Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.
- Implants are only a benefit to replace a single missing tooth, bounded by teeth on each side. Limited to \$1,000.00 per tooth, per lifetime and is applied to the patient's benefit year maximum.
- Partial Dentures - Does not provide for lost, misplaced or stolen bridges or dentures. Five (5) year waiting period for replacement last performed.

Bridge and Denture Repair

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

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

50%

Orthodontic Services

- ORTHODONTICS: The program will pay (50%) of the Orthodontics Services for adults & child(ren) age eight (8) and older. Benefits are limited to a maximum of (\$1,500) per lifetime of the patient. This maximum is separate from the benefit year maximum for your other dental benefits.

Other

Other

- Deductible Defined: \$50.00 per person not to exceed \$150.00 per family per benefit year (October 1 - September 30).

DELTA DENTAL OF ARIZONA

NOTICE OF PRIVACY AND INFORMATION PRACTICES

THIS NOTICE IS EFFECTIVE AS OF APRIL 14, 2003

This notice describes how medical/dental information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

Uses and Disclosures of Protected Health Information

At Delta Dental of Arizona (DDAZ), we use health information and personal information about you to confirm eligibility and benefits, to pay claims from your dentist, to coordinate benefits with other carriers, to administer the group dental contract and to perform quality assurance. We NEVER sell any information we collect while processing transactions on your request while you are covered under DDAZ or after your coverage ends.

DDAZ collects information about you (examples include full-time student status, handicap status, guardianship status documents) through the enrollment process and through the payment of claims. This information collection, use, and disclosure is how DDAZ's customer service representatives, claims processors, and other staff properly administer group dental contracts as well as communicate to dental offices. DDAZ is permitted to use or disclose protected health information to the individual, pursuant to an authorization, and for treatment, payment, or health care operations. We may use and disclose your protected health information in these instances.

You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then DDAZ may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care. You may opt out of this provision by sending us a written statement.

DDAZ, as a health insurance issuer, with respect to a group health plan, may disclose protected health information to the sponsor of the plan.

We will share your protected health information with third party "business associates" that perform various activities (e.g., printing of checks and explanations of benefit [EOBs]) for DDAZ. Whenever an arrangement between DDAZ and a business associate involves the use or disclosure of your protected health information, we will have a written contract with the business associate that contains terms to protect the privacy of your protected health information.

Authorizations

We provide information without obtaining your authorization, when required by law (such as for law enforcement in specific circumstances), when requested by the Arizona Department of Insurance or when required by the Secretary of Health and Human Services. Other examples include, public health and health oversight activities, judicial and administrative proceedings, coroners and medical examiners, Governmental health data systems, directory information, banking and payment processes, research purposes, emergency circumstances, next-of-kin, specialized classes (military purposes, Dept. of Veterans Affairs, the intelligence community, Dept. of State), and other requirements defined by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, as required by law, of any such uses or disclosures.

In situations other than routine administration or as described above, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures. This request can be made at any time, in writing, except to the extent that DDAZ has taken an action in reliance on the use or disclosure indicated in the authorization.

You can be assured that when processing or servicing a transaction at your request, only the minimum necessary information regarding your account or personal history information will be used or disclosed, as permitted by law. DDAZ applies the “most stringent” law to your health information. That means that you are afforded the most protection whether that is from Federal or State Regulation. Greater individual rights of access and amendment provides greater privacy protection for the individual who is the subject of the individually identifiable health information.

When You Get A Notice

This notice must be provided no later than the compliance date to individuals then covered by the plan and within 60 days of a material revision to the notice, to individuals then covered by the plan. No less frequently than once every three years, the health plan must notify individuals then covered by the plan of the availability of the notice and how to obtain the notice. The health plan may provide the notice to the named insured of a policy under which coverage is provided to the named insured and one or more dependents. If you requested or agreed to receive this notice electronically, you may obtain a paper copy upon request.

We may change our policies at any time. However, before we make a material revision to our policies, we will change our notice of information practices and deliver the revised notice as required by law. The revised notice will be effective for all protected health information that we maintain at that time. Except when required by law, a material change to any term of the notice may not be implemented prior to the effective date of the notice in which such material change is reflected. You can also request a copy of our notice at any time by accessing our website at www.deltadentalaz.com or by calling the office and requesting that a revised copy be sent to you in the mail. For more information about our privacy practices, please contact the person listed below.

Individual Rights

In most cases, you have the right to request and to receive a copy of health information about you that we use to make decisions about you. If you request copies, you will be charged \$0.10 (10 cents) for each page. You also have the right to request and to receive a list of instances where we have disclosed health information about you. DDAZ does not routinely record the identity of the recipient of the information that we have disclosed to confirm eligibility and benefits, to pay claims from your dentist, to coordinate benefits with other carriers, to administer the group dental contract and to perform quality assurance. If you believe that information in your record is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

You may request in writing that we not use or disclose your information to confirm eligibility and benefits, to pay claims from your dentist, to coordinate benefits with other carriers, to administer the group dental contract, to perform quality assurance, when required by law, or in emergency circumstances. We will consider your request but are not legally required to accept it.

You may request in writing to receive communications of protected health information from DDAZ by alternative means or at alternative locations. You must clearly say in the statement that disclosure of all or part of the information to which the request pertains could endanger you. We must accommodate reasonable requests that can be conditioned upon the specification of an alternative address or other method of contact.

Complaints

If you are concerned that we have violated your private rights, or you disagree with a decision we made about access to your records, you may contact the person listed below. You also may send a written complaint to the Arizona Department of Insurance. The person listed below can provide you with the appropriate address upon request.

You may also file a complaint to the Secretary. In accordance with Federal Regulations (§160.306), your complaint must be filed in writing, either on paper or electronically. You must name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable standards, requirements, and specifications. A complaint must be filed within 180 days of when you knew or should have known that the act or omission complained of occurred, unless this time limit is waived by the Secretary for good cause. We will not retaliate against you for filing a complaint.

Our Legal Duty

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

If you wish to inspect your records, receive a listing of disclosures, or correct or add to the information in your record, or if you have any questions, complaints or desire additional information, please contact:

Customer Service – Privacy Officer
5656 West Talavi Boulevard
Glendale, AZ 85306

Phone: (602) 938-3131 or (800) 352-6132
Email: customerservice@deltadentalaz.com.

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

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

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

WHO IS COVERED

Coverage

Eligibility information can be obtained online at www.benefitoptions.az.gov

CONVERSION COVERAGE

Who is Eligible for Conversion Coverage?

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

A Covered Dependent may enroll in conversion coverage upon the death of a Subscriber, divorce, or termination of employment of the Subscriber after COBRA coverage ends. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will also apply to dependents upon the same conditions as for COBRA continuation. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDAZ requires a DDAZ approved enrollment form and the first premium payment within thirty-one (31) days for the conversion contract to become effective. The effective date of the conversion contract will be the day following termination of active coverage or the end of the month that COBRA Continuation coverage ceases provided that This Contract continues to be in force. There will be no evidence of insurability requirement.

Who Would Not Be Eligible for Conversion Coverage?

This conversion coverage is not available to a person covered by other dental benefits, which together with this conversion coverage would constitute duplicate insurance. This coverage also does not apply if the Employer Group terminates the Employer Group Dental Contract as a result of a change to another insurance carrier.

HOW DOES THE PROGRAM WORK?

Using Your Dental Benefits

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

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

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

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

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

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

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

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

Pre-determinations are only valid for the procedure and for the dentist who submitted the pre-determination request and may not be transferred to any other dentist. All fee information is confidential. To estimate your out-of-pocket expenses ask your dentist to submit a pre-determination.

Notice to Subscribers and Dependents

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

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

NETWORK OF MEMBER DENTISTS

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

NETWORK PROVISIONS:

Participating Dentist;

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

- A. The dental office will complete the claim forms and submit to DDAZ for payment, pre-determination or coordination of benefits.
- B. The Subscriber is required to pay only the co-insurance (if any) and/or deductible (if any) for covered benefits.
- C. Payment will be based on the pricing method for the state in which services are rendered not to exceed the maximum plan allowance for that state. Participating Dentists will not bill fees higher than the allowable fee to the Subscriber.

Non-Participating Dentist;

Within the United States;

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

- A. The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B. The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- C. The payment for the treatment will be based on the lesser of the billed charges or the Non-Participating Dentist Table of Allowance for the state in which services are rendered. You will be required to pay the difference between any amount billed by the dentist and that states Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist.

Non-Participating Dentist;

Outside the United States;

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

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

Non-assignability of Benefits

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

Complaints About Dental Services

This dental program recognizes the right of each Covered Person to select a dentist of his or her own choosing. Neither your Employer Group nor DDAZ assumes any responsibility for the selection of dentists or for the quality of services received.

However, all these parties are vitally interested in resolving questions that may arise concerning availability or quality of dental care. In fact, DDAZ is committed to assuring, to the degree possible, that the professional services provided under this program do meet professionally established standards of dental health care. DDAZ will, on its own or in consultation with a review committee of either the local and/or state dental society, thoroughly review the facts in each case and make a recommendation with regard to the issues brought to our attention. Subscribers who have questions concerning the services received either personally or by their dependents, should direct those questions to:

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

WHAT IS COVERED?

Benefit Payment Definitions

A. Contract Year

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

B. Benefit Year

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

C. Deductibles

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

How the deductible works:

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

D. Family Deductible Maximum

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

E. Benefit Specific Deductibles

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

F. Benefit Year Maximum

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

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

G. Specific Benefit Maximum

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

H. Benefit Waiting Periods

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

I. Dental Services

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

J. Alternate Treatment

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

K. Date of Service

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

DESCRIPTION OF SERVICES

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

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

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

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

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

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

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

REPLACEMENT OF PRIOR EMPLOYER GROUP DENTAL CONTRACT

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

COVERED DENTAL SERVICES

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

Examinations, evaluations or consultations

Two (2) of any combination of examinations, evaluations, or consultations during a Benefit Year. Includes those performed by a general dentist or specialist.

Diagnostic X-Ray Services

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

Routine prophylaxis (scaling and polishing of teeth)

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

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

Fluoride treatment

- A. Fluoride treatment is a benefit twice in a Benefit Year.
- B. Fluoride treatment is a benefit up to the age as stated in the Summary of Benefits.

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

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

Sealants

- A. Sealants are benefits up to the age as stated in the Summary of Benefits.
- B. Sealants are a benefit once in a three (3) years interval from the date last performed.
- C. Sealants are a benefit for the occlusal surface (free from caries or restorations) on permanent bicuspids, first and second molars.

Fillings

Fillings consisting of silver amalgam and, in the case of front teeth, composite tooth color fillings. (Composite tooth color fillings are a benefit on all teeth only if included in the Summary of Benefits in this Dental Benefits Booklet and in Appendix A of the Employer Group Dental Contract.)

- A. Fillings are a benefit once for each tooth surface in a twenty-four (24) month interval from the date this service was last performed on that specific tooth surface.

Pre-formed crowns

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

Crowns and Onlays

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

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

- A. Crowns and onlays are a benefit once in a five (5) year interval from the date this procedure was last performed on the same tooth.
- B. Crowns and onlays are a benefit only when no other professionally acceptable form of treatment can be performed.
- C. Crown build-ups are a benefit only when necessary to retain a cast restoration due to extensive loss of tooth structure.
- D. Crown build-ups (pin, bonded, or post and core) are a benefit once in a five (5) year interval from the date this procedure was last performed on the same tooth.
- E. Crowns and onlays are a benefit when provided for patients twelve (12) years of age or older. An allowance of a pre-formed crown will be benefited for patients under 12 years of age.
- F. Post and core buildups are not a benefit under an onlay.
- G. Veneers are not a covered benefit unless noted on the Summary of Benefits and included in your Employer Group Dental Contract. If veneers are not included, an alternate benefit of a crown will be provided, if the above criteria are met.
- H. Inlays are not a covered benefit unless noted on the Summary of Benefits and included in your Employer Group Dental Contract. If inlays are not included, an alternate benefit of a filling will be provided.

Endodontics

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

- A. Endodontic benefits as described above are benefited once per tooth.
- B. Benefits for additional endodontic procedures, such as retreatment, are a benefit once in a three (3) year interval from the date of the last procedure for that tooth.

- C. The date of service is the date the Root canal is completed.

Periodontics

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

- A. Periodontal Scaling and Root Planing is a benefit once in a two (2) year interval from the date this procedure was last performed on specific teeth or quadrants.
- B. Surgical periodontal treatment is a benefit once in a three (3) year interval from the date this procedure was last performed on those specific teeth or quadrants.
- C. Full Mouth Debridement (difficult prophylaxis) is a benefit once in a five (5) year interval from the date this procedure was last performed.

Prosthetic Services

Removable and Fixed Appliances

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

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

Provides bridges, partial dentures and full dentures for replacement of fully extracted or missing teeth.

- A. Adjustments to complete or partial dentures are limited to two (2) adjustments per denture, per twelve (12) months (after six months has elapsed since initial placement of the denture).
- B. Implant benefits
 - 1. Unless otherwise stated in the Summary of Benefits, implants are subject to both the benefit year allowance and a life time limitation.
 - 2. Implant procedures (surgical placement and connecting rod) will be benefited to replace a single missing tooth, bounded by teeth on both sides, when the implant would be performed in place of a 3-unit bridge or as stated in the Summary of Benefits.
 - 3. Implant supported crown/denture:
 - a. If the Summary of Benefits states that implants are a covered benefit, your implant supported crown/denture will be benefited as submitted.
 - b. Whether or not your implant procedure was given a benefit, your implant supported crown/denture will be eligible for an alternate benefit of a crown/denture. This alternate benefit is subject to prosthetic coverage; the time limitations and guidelines of the procedure allowed and must be reviewed by the dental consultant.
- C. Dentures, removable partials and fixed bridges are a benefit once in a five (5) year interval from the date this procedure was last performed.
- D. Relines and rebases are a benefit once in a two (2) year interval from the date this procedure was last performed.
- E. Temporary partial denture (flipper) for replacement of any of the permanent anterior teeth is a benefit once in a lifetime, per arch.
- F. A fixed prosthesis is not a benefit under the age of sixteen (16).

Oral and Maxillofacial Surgery Procedures

Benefits will be provided for extractions and surgical procedures.

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

General Anesthesia and Intravenous Sedation/Analgesia

Not for an anxiety, behavioral or management problem unless indicated in the Employer Group Dental Contract Appendix A and on the Summary of Benefits included in this booklet.

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

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

Emergency Palliative Treatment

Emergency treatment for the relief of pain.

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

ORTHODONTIC SERVICES

Only when listed as a benefit on the Summary of Benefits and included in the Employer Group Dental Contract. Please note whether the Summary of Benefits included in this Dental Benefits Booklet includes child only orthodontic benefits or adult and child orthodontic benefits and if there is a Benefit Waiting Period that applies.

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

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

- A. An initial payment will be made upon insertion of the appliance or upon initial banding. The initial banding date is considered the date of service for orthodontic services.
- B. The second payment will be made six months after the insertion or banding date if the patient has current eligibility.
- C. Treatment must not begin prior to the age of eight. Please refer to the Summary of Benefits for maximum age limitations.
- D. Full benefits are provided only if:

1. The first active appliance was inserted OR if the initial banding was performed AND
 2. While the patient was covered for this benefit under this Employer Group Dental Contract OR this group's immediately preceding prior indemnity/ PPO plan.
 3. Benefits paid under the prior carrier will be credited towards this plan. DDAZ will not provide benefits for any orthodontic work in progress that has been performed under a dental health maintenance organization (DHMO) or discount plan.
- E. Payments will be discontinued if treatment ceases for any reason.
- F. Repair or replacement of an orthodontic appliance that is broken or lost, for any reason, is not covered.
- G. Orthodontic records (i.e. study molds, photographs, panoramic and cephalometric x-rays) are included as part of the orthodontic maximum.
- H. Orthodontic benefits do not include removable or fixed appliances therapy to control harmful habits.

General Limitations - All Services

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

Exclusions

- A. Services for injuries or conditions which are compensable under Workman's Compensation or Employer's Liability Law, services which are provided the Covered Person by any Federal or State Government Agency or are provided without cost to the Covered Person by any municipality, county or other political subdivision, or community agency.
- B. A service or procedure that is not generally accepted by the American Dental Association and DDAZ's processing policies.
- C. A service or procedure that is not described as a benefit of This Employer Group Dental Contract and included in the Summary of Benefits in this Dental Benefits Booklet.
- D. A method of treatment more costly than is customarily provided. Benefits will be based on the least expensive professionally accepted method of treatment.
- E. Dental and surgical services with respect to cosmetic surgery or dentistry for purely cosmetic reasons.
- F. Specialized techniques including but not limited to precious metal for removable appliances, precision attachments for partials or bridges, overdentures, overlays, implantology as well as procedures and appliances associated with the preceding procedures in addition to personalization and characterization.
- G. Charges for any health care not specifically covered under this Employer Group Dental Contract including hospital charges, prescription drug charges, and laboratory charges or fees.
- H. Charges for dental services which are started prior to the date the person became covered under This Employer Group Dental Contract or which are performed during the Benefit Waiting Period.
- I. Procedures, appliances or restorations that are necessary to alter, restore or maintain occlusion, including but not limited to: altering vertical dimension, replacing or stabilizing tooth structure lost by attrition, erosion, abrasion wear or bruxism, realignment of teeth, periodontal splinting, splinting, gnathologic recordings, equilibration, bite appliances or harmful habit appliances and/or other damage to either hard or soft tissues as a result of a device worn in a tongue or lip piercing is not a covered benefit.
- J. Temporary dentures, other than those provided in This Employer Group Dental Contract.
- K. Study models, casts and other ancillary services not covered in this Employer Group Dental Contract unless orthodontics is included as a covered benefit in the Summary of Benefits.
- L. Travel time and related expenses.
- M. Orthodontic services except when covered by This Employer Group Dental Contract and included in the Summary of Benefits.
- N. Direct diagnostic or surgical and non-surgical treatment procedure applied to body joints or muscles, temporal mandibular joint (TMJ) or temporal mandibular disturbances (TMD), except when covered by This Employer Group Dental Contract and included in the Summary of Benefits.
- O. DDAZ will not pay for any claim submitted more than twelve (12) months from the date of service or twelve (12) months after the termination of This Employer Group Dental Contract whichever comes first.
- P. DDAZ will not pay for any adjustments to previously received claims, including submissions of additional information, submitted more than twelve (12) months from the initial payment date or initial date issue date of the requested information.
- Q. Experimental or transitional procedures or any procedure other than those covered services.
- R. Myofunctional therapy or speech therapy.
- S. Services not performed in accordance with the laws of the State of Arizona, services performed by any person other than a person authorized by dental license to perform such services, or services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition as explained.
- T. Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- U. Replacement of lost, stolen or damaged dental appliances.
- V. Procedures or services performed in conjunction with uncovered dental services.
- W. All other services not specified as covered dental service

WHAT ELSE DO I NEED TO KNOW ABOUT CLAIMS PAYMENT?

Claims Inquiry

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

Coordination of Benefits

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

Determination of Primary Program

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

- A. The program covering the patient as a Subscriber is primary over a program covering the patient as a Covered Dependent.
- B. When the patient is a dependent child, then the birthdays of the parents determine which program is primary. The program of the parent whose birthday (month and day, not year) occurs earlier in a calendar year is primary and will pay its benefits first. The program covering the parent whose birthday occurs later in the year is secondary.
- C. When the parents of a dependent child are legally separated or divorced, the program covering the parent with legal custody is primary. The program covering the spouse of the parent with custody (i.e. stepparent) is next. The program of the parent not having legal custody is last. However, if there is a court decree assigning the responsibility for healthcare expenses of the child to one (1) parent, then the program covering that parent is primary.
- D. If the patient is a member of a pre-paid dental plan or other capitation plan and is also a Covered Person under this Employer Group Dental Contract then this Employer Group Dental Contract is primary, without regard to the existence of such other plan. DDAZ will not be obligated to pay, however, for any dental services that are covered without charge under the prepaid or other capitation plan or to pay in excess of the amount of the co-payment obligation for the particular service under the prepaid or other capitation plan.
- E. The program covering the patient as an employee (or as that employee's dependent) is primary over the program covering the patient as a laid off or Retired Employee (or that employee's dependent).
- F. If the above rules do not apply, or if there are two (2) "primary" coverage plans due to retirement, then the program covering the patient longer is primary.

Right to Receive and Release Necessary Information

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

Right of Recovery

DDAZ will recover any payment made that is more than the obligation determined by the rules of the Coordination of Benefits provision.

Provisions Required by Law

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

The release of information is made only to facilitate coverage. DDAZ will not release information to spouses, relatives, attorneys, or others purporting to be the representative without your written consent. If you wish to authorize someone to have access to information, you must send a written request. You may visit our website, www.deltadentalaz.com or call DDAZ's Customer Service Department to request an Authorization to Disclose or an Authorized Representative Form. Once DDAZ receives the form, it will release information to the person you have designated. DDAZ may also limit release of information to the parent of dependent children who have reached the age of majority and are not subject to guardianship or conservatorship, even when such children are covered under the parent's policy.

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

Proof of loss: A sworn statement that usually must be furnished by the insured to an insurer before any loss under a policy may be paid. This form is usually used in the settlement of first-party losses and includes the date and description of the occurrence and the amount of loss.

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

Filing a Claim

Claims should be filed on DDAZ forms. If DDAZ does not provide the requested forms within fifteen (15) days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character and the extent of the loss. The requirements for Proof of Loss will be considered satisfied if DDAZ receives the DDAZ forms or a written statement as outlined above within the time frame as stated in the following paragraph.

Time Limits on Filing Proof of Loss

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

Proof of Loss

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

Documentation of Proof of Loss

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

Investigation of Claims

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

Payment of Dental Benefits

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

Notice of Decision on Claim

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

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

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

Time Limits on Legal Actions

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

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

Claims Appeal Process

Either you or your treating provider can file an appeal on your behalf. DDAZ provides a form to be used for an appeal in the center of the Appeals Packet. You are not required to use the form; a letter with the same information is acceptable. If you decide to appeal a decision to deny authorization or payment of a service, you should tell your treating provider so the provider can help you with the information you need to present your case.

The process for an appeal is described in detail in the Appeals Packet, a separate document, which is provided to you when you become a Covered Subscriber. You can request another copy of this Appeals Packet by visiting our Web site at www.deltadentalaz.com or by calling DDAZ's Customer Service Department.

Description of the Appeals Process

There are two (2) types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has three (3) levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

Expedited Appeals (for urgently needed services you have not yet received)	Standard Appeals (for non-urgent services or denied claims)
Level 1: Expedited Medical Review	Informal Reconsideration ¹
Level 2: Expedited Appeal	Formal Appeal
Level 3: Expedited External Independent Review	External Independent Medical Review

We make the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. You are not responsible to pay the costs of the external review if you choose to appeal to Level 3.

¹Delta Dental does not provide informal reconsideration of a denied claim; our appeals process begins at the formal appeal level.

Please read the information in your Appeals Packet for details about your rights and responsibilities during the appeals process. These will include the procedures DDAZ and you must follow when participating in the appeals process, the time period applicable at each level of appeal, whether your request for an appeal must be in writing, and notices you will receive from DDAZ regarding your appeal.

Should you have any questions regarding the appeals process and procedures, please contact DDAZ at the numbers listed in your Appeals Packet. For additional assistance with questions regarding the appeals process, you may contact the Arizona Department of Insurance (ADOI) Consumer Assistance Office.

RIGHTS UNDER ERISA

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

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

ERISA provides that all Plan participants will be entitled to:

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

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to one hundred ten dollars \$110 a day until you receive the materials, unless the materials were not sent because of reason beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

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