

DeltaPremier

Certificate



CERTIFICATE

Table of Contents

		Introductory Letter
1.	I.	Dental Care Certificate
1.	II.	Definitions
3.	III.	Classes of Benefits
4.	IV.	Selecting a Dentist
4.	V.	Accessing Your Benefits
4.	VI.	How Payment is Made
5.	VII.	Exclusions and Limitations
7.	VIII.	Questions and Answers
7.	IX.	Coordination of Benefits
9.	X.	Disputed Claims Procedure
9.	XI.	Termination of Coverage
10.	XII.	Continuation Coverage (COBRA)
10.	XIII.	General Conditions

NOTE: This Dental Care Certificate should be read in conjunction with the Summary of Dental Plan Benefits that is provided with the Certificate. The Summary of Dental Plan Benefits lists the specific provisions of your group dental Plan.

Notice: If you or your family members are covered by more than one health care and/or dental care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific Dentists, and it may be impossible to comply with both plans at the same time. Read all of the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.

Welcome...

to the growing number of families who receive dental benefits under a Delta Dental program.

This booklet describes the specific benefits of your program and how to use them. But, before you turn the page, we'd like you to know something about us...

- ◆ Delta Dental Plan of Ohio, Inc. (Delta Dental) is a health insuring corporation whose goal is to improve oral health by making dental care more affordable.
- ◆ Delta Dental's income dollar is spent to pay for dental services and for administration of group dental care programs like yours.
- ◆ Delta Dental is a member of the Delta Dental Plans Association, which is the largest and most experienced dental carrier system in the United States.

Good oral health is an important part of good general health. Your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of your Plan by calling the Dentist of your choice today for an appointment.

Sincerely,



C. Richard Seitz
President and CEO

I. DeltaPremier Dental Care Certificate

Delta Dental issues this Certificate to you, the Subscriber. The Certificate is an easy-to-read summary of your dental benefits Plan. It reflects and is subject to the agreement between Delta Dental and your employer or organization.

The benefits provided under the Plan may change if any state or federal laws change.

Delta Dental agrees to provide dental benefits as described in this Certificate.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



C. Richard Seitz
President and CEO
Delta Dental Plan of Ohio

II. Definitions

Certificate

Is this document. Delta Dental will provide dental benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Plan.

Children

Your natural children, stepchildren, adopted children, children by virtue of legal guardianship or who are residing with you during the waiting period for legal adoption or guardianship.

Completion Dates

Some procedures may require more than one appointment. Treatment is complete:

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

Copayment

The percentage of Covered Services that you will have to pay toward treatment.

Covered Services

Are the unique benefits selected in your Plan. The Summary of Dental Plan Benefits lists your Covered Services.

Deductible

The amount an individual and/or a family must pay toward Covered Services before Delta Dental begins paying for services. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc. is a health insuring corporation providing dental service benefits. Delta Dental is not a commercial insurance company.

Delta Dental's Nonparticipating Dentist Fee

The maximum amount allowed per procedure for services rendered by a Nonparticipating Dentist.

DeltaPremier

A fee-for-service benefits program.

Dentist

A person licensed to practice dentistry in the state or country in which dental services are rendered.

- **Participating Dentist** – an Ohio Dentist who has signed an agreement with Delta Dental to participate

in DeltaPremier. The Participating Dentist accepts Delta Dental's payment and the patient's Copayment, if any, as payment in full.

You can obtain the names of Participating Dentists by calling **1-800-282-0749** or using Delta Dental's online Dentist Directory at www.deltadentaloh.com.

- **Nonparticipating Dentist** – an Ohio Dentist who has **not** signed an agreement with Delta Dental to participate in DeltaPremier. Delta Dental sends payment to the Subscriber and it is the Subscriber's responsibility to make full payment to the Nonparticipating Dentist.

Eligible Dependents

To verify dependent coverage, see the Summary of Dental Plan Benefits.

- Your legal spouse;
- Your unmarried children who have not yet reached the end of the calendar year of their 19th birthday;
- Your unmarried children who are eligible to be claimed by you as dependents under the U. S. Internal Revenue Code during the current calendar year unless otherwise specified in the Summary of Dental Plan Benefits;
- Any unmarried children for whom you or your legal spouse are financially responsible for medical, health, or dental care under the terms of a court decree; and
- Your children who are totally and permanently disabled by either a physical or mental condition prior to age 19. These children must be eligible to be claimed by you or your legal spouse as dependents under the U. S. Internal Revenue Code during the current calendar year. If requested by Delta Dental, you must submit medical reports confirming their initial or continuing total disabilities.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any benefit year or lifetime for covered dental services. (See the Summary of Dental Plan Benefits.)

Plan

The contract between Delta Dental and your employer or organization to provide dental benefits.

Predetermination

An estimate of Covered Services. Dentists may submit their treatment plans to Delta Dental before procedures are started. Delta Dental reviews the treatment plan and advises the patient and Dentist of what services are covered by your Plan and what Delta Dental's payment may be. Delta Dental's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payment available.

Processing Policies

Delta Dental's policies and guidelines used for Predetermination and payment of claims. The Processing Policies may be amended from time to time.

Submitted Amount

The fee a Dentist bills to Delta Dental for a specific treatment.

Subscriber

You, when your employer or organization notifies Delta Dental that you are eligible to receive dental benefits under your employer's or organization's Plan.

Summary of Dental Plan Benefits

A list of the specific provisions of your group dental Plan and is a part of the Dental Care Certificate.

Usual, Customary, and Reasonable Fees

- **Usual:** The Usual fee is the lowest fee regularly charged, offered, or received by an individual Dentist for a dental service. There may be some exceptions for fees charged under preferred provider plans or charitable programs.
- **Customary:** A fee is Customary when it is within the accepted range of Usual fees charged by participating Dentists of similar training within a specific and limited geographic area.
- **Reasonable:** A fee is Reasonable when it meets the above two criteria or it is justifiable considering special circumstances.

III. Classes of Benefits

Important

Subscribers and Eligible Dependents are entitled to **ONLY** those benefits listed in the Summary of Dental Plan Benefits. The following is a description of various dental benefits that can be selected for a dental program.

Class I Benefits

Diagnostic and Preventive Services

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include examinations, prophylaxes, and fluoride treatments.

Emergency Palliative Treatment

Emergency treatment to temporarily relieve pain.

Radiographs

X-rays as required for routine care or as necessary for the diagnosis of a specific condition.

If included in your Plan, radiographs can be covered at either the Class I or Class II benefit level. Please check your Summary of Dental Plan Benefits.

Class II Benefits

Oral Surgery Services

Extractions and dental surgery, including pre- and postoperative care.

Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals).

Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth. This includes periodontal maintenance following active therapy (periodontal prophylaxis).

Relines and Repairs

Relines and repairs to bridges, partial dentures, and complete dentures.

Restorative Services

Services to rebuild and repair natural tooth structure damaged by disease or injury. Restorative services include:

- Minor restorative services, such as amalgam (silver) and resin (white) fillings.
- Major restorative services, such as crowns, used when teeth cannot be restored with another filling material.

If included in your Plan, major restorative services can be covered at either the Class II or Class III benefit level. Please check your Summary of Dental Plan Benefits.

Class III Benefits

Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, partial dentures, and complete dentures).

Class IV Benefits

Orthodontic Services

Services, treatment, and procedures to correct malposed teeth.

Other Benefits

The Summary of Dental Plan Benefits lists any other benefits that may have been selected.

IV. Selecting a Dentist

You can choose any Dentist. And if you choose an Ohio Dentist who is participating in the DeltaPremier program, you'll pay only your Copayment for Covered Services. Participating Dentists have agreed to accept Delta Dental's payment and your Copayment as payment in full.

If you choose a Dentist who isn't participating with DeltaPremier or have treatment rendered by a Dentist outside of Ohio, you'll still be covered. However, you may have to pay more. You will be responsible for any difference between Delta Dental's approved fee and the Nonparticipating Dentist Fee, in addition to your Copayment, if any.

For the names of Participating Dentists in your area, call **1-800-282-0749** or use Delta Dental's online Dentist Directory at www.deltadentaloh.com.

V. Accessing Your Benefits

To use your Plan, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully to become familiar with the benefits, payment mechanisms, and provisions of your Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits coverage with Delta Dental Plan of Ohio. Claim forms are provided to each dental office in Ohio for your convenience, or you may obtain one from your Personnel or Human Resources department. If your Dentist is not familiar with your Plan or has any questions regarding the Plan, have him or her contact Delta Dental by writing **Attention: Customer and Claims Services, P. O. Box 30416, Lansing, Michigan 48909-7916** or by calling the toll-free number, **1-800-282-0749**.
3. After receiving your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
 - a. The Subscriber's full name and address;
 - b. The Subscriber's Social Security number;

- c. The name and date of birth of the person receiving dental care;
- d. The group's name and number.

Claims, adjustment requests, and completed information requests should be mailed to:

Delta Dental
P. O. Box 9085

Farmington Hills, Michigan 48333-9085.

Note: Delta Dental recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment. Once treatment is complete, the dates of service will be entered on the Predetermination Notice and it is submitted to Delta Dental for payment.

If you have any questions about your Plan, please check with your Personnel or Human Resources department or you may call Delta Dental's Customer and Claims Services toll-free at **1-800-282-0749**. You may also write to Delta Dental's **Customer and Claims Services, P. O. Box 30416, Lansing, Michigan 48909-7916**. When writing to Delta Dental, please include your name, the group's name and number, the Subscriber's Social Security number, and your daytime telephone number.

VI. How Payment is Made

1. If the Dentist is participating in DeltaPremier, Delta Dental will base payment on the lesser of:
 - a. The Submitted Amount; or
 - b. The Usual, Customary, and Reasonable Fee.
2. If the Dentist is **not** participating in DeltaPremier, Delta Dental will base payment on the lesser of:
 - a. The Submitted Amount; or
 - b. Delta Dental's Nonparticipating Dentist Fee.

Delta Dental will send payment to the Subscriber and it is the Subscriber's responsibility to make full payment to the Nonparticipating Dentist.

3. For dental services rendered by an out-of-state Dentist, Delta Dental will base payment on the lesser of:
 - a. The Submitted Amount; or
 - b. The Usual, Customary, and Reasonable Fee in that area.

Delta Dental will send payment to the Subscriber who is responsible for paying the Dentist whatever he or she charges.

VII. Exclusions and Limitations

Exclusions

No payment will be made by Delta Dental and all charges for the following services will be the responsibility of the Subscriber.

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Benefits or services that are available from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act, that is, Medicaid.
2. Services, as determined by Delta Dental, for correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
3. Services or appliances started before an individual became eligible under this Plan.
4. Prescription drugs, premedications, and relative analgesia. General anesthesia and/or intravenous sedation for restorative dentistry or for surgical procedures, unless medically necessary. Charges for hospitalization, laboratory tests, and examinations.
5. Preventive control programs (including home care items).
6. Charges for failure to keep a scheduled visit with the Dentist.
7. Replacement, repair, relines, or adjustments of occlusal guards.

8. Charges for completion of forms. A Participating Dentist may not make these charges to a Subscriber/Eligible Dependent.
9. Sealants, unless specified in the Summary of Dental Plan Benefits as a Covered Service.
10. Inlays.
11. Prosthodontic services (Class III Benefits), unless specified in the Summary of Dental Plan Benefits as a Covered Service.
12. Orthodontic services (Class IV Benefits), unless specified in the Summary of Dental Plan Benefits as a Covered Service.
13. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances.
14. Services for which no valid dental need can be demonstrated, that are specialized techniques, or that are experimental in nature as determined by the standards of generally accepted dental practice.
15. Appliances, surgical procedures, and restorations for increasing vertical dimension; for restoring occlusion; for replacing tooth structure loss resulting from attrition, abrasion, or erosion; or for implantology techniques. If orthodontic benefits have been selected, this exclusion will not apply to those benefits as limited by the terms and conditions of the Plan.
16. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
17. Those benefits excluded by the policies and procedures of Delta Dental including the Processing Policies.
18. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
19. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
20. Services that are covered under a hospital, surgical/medical, or prescription drug program.
21. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
22. Services that are not within the classes of benefits that have been selected and are not in the contract.

Limitations

The benefits for the following services are limited as follows unless specified in the Summary of Dental Plan Benefits. All time limitations are measured from the last date of service in any Delta Dental Plan record or, at the request of your group, any dental plan record.

1. Prophylaxes, including periodontal prophylaxes, and oral exams are payable twice in any period of 12 consecutive months.

2. Bitewing X-rays are payable once in any period of 12 consecutive months. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. A panoramic X-ray (including bitewings) is considered a full mouth X-ray.

3. Amalgam and resin restorations are payable once within a 24-month period, regardless of the number or combination of restorations placed on a surface.

4. Cast restorations (including jackets, crowns, onlays) and associated procedures (such as cores and post substructures) on the same tooth are payable once in any five-year period.

5. Porcelain, porcelain substrate, and cast restorations are not payable for children less than 12 years of age.

6. Optional treatment: If you select a more expensive service than is customarily provided or for which Delta Dental does not determine a valid dental need is shown, Delta Dental can make an allowance based on the fee for the customarily provided service.

For example, if a tooth can be satisfactorily restored with amalgam (silver filling) and you choose to have the tooth restored with a more costly material or an inlay, the Plan will pay only the amount that it would have paid to restore the tooth with amalgam. You are responsible for the difference in cost.

7. Benefits for root planing are payable once in any two-year period. Periodontal surgery, including subgingival curettage, is payable once in any three-year period.

8. Prosthodontic (Class III) benefit limitations:

- a.** One complete upper and one complete lower denture are benefits once in any five-year period for any individual.
- b.** A partial denture, fixed bridge, or removable bridge for any individual can be covered once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.

c. Fixed bridges and removable cast partials are not payable for people less than 16 years of age.

d. A reline or the complete replacement of denture base material is limited to once in any three-year period per appliance.

9. Preventive fluoride treatments are payable for children until their 19th birthday, unless specified in the Summary of Dental Plan Benefits.

10. Orthodontic (Class IV) benefit limitations:

a. Orthodontic benefits are payable until the 19th birthday of a Subscriber/Eligible Dependent, unless specified in the Summary of Dental Plan Benefits.

b. If the treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation will cease with payment to the date of termination.

c. The Dentist may terminate treatment, with written notification to Delta Dental and to the patient, for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment of benefits ends on the last day of the month in which the patient was last treated.

d. Any charge for the replacement or repair of an orthodontic appliance furnished under any Delta Dental Plan will not be paid by Delta Dental and will be the responsibility of the patient.

11. Delta Dental's obligation for payment of benefits ends on the last day of the month in which coverage is terminated unless specified in the Summary of Dental Plan Benefits or unless otherwise provided in this Certificate.

12. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.

13. Care terminated due to the death of a Subscriber or Eligible Dependent will be paid to the limit of Delta Dental's liability for the services completed or in progress.

14. Maximum Payment:

a. The maximum benefit payable in any one benefit year will be limited to the amount specified in the Summary of Dental Plan Benefits.

b. Delta Dental's payment for orthodontic (Class IV) benefits will be limited to the lifetime maximum per person specified in the Summary of Dental Plan Benefits.

15. If a Plan Deductible amount is specified in the Summary of Dental Plan Benefits, Delta Dental will not be obligated to pay for, in whole or in part, any services to which the Deductible applies until the Plan Deductible amount is met.

16. Processing Policies may limit treatment.

VIII. Questions and Answers

May I choose any Dentist?

Yes, you are free to choose any Dentist as long as the Dentist is licensed to practice dentistry in the state or country in which you receive care.

Will Delta Dental send payment to the Dentist or will I receive payment?

If the Dentist is participating with Delta Dental, Delta Dental will pay him or her. If the Dentist is not participating, Delta Dental will send payment to the Subscriber.

When does my dental coverage begin?

See Waiting Period in the Summary of Dental Plan Benefits. The Plan will cover only those dental services received after you become eligible.

How much of the dental bill do I pay?

See Covered Services in the Summary of Dental Plan Benefits. It indicates the percent that Delta Dental will pay for Covered Services. You are responsible for the Copayment shown on your Explanation of Benefits plus any charges for optional treatment or specific exclusions/limitations of your Plan.

Am I covered for all dental services?

No, your Summary of Dental Plan Benefits describes the dental services that are covered by your Plan. **Please read them carefully.** The exclusions, limitations, and Processing Policies govern these covered dental services.

What if my spouse is covered by another plan?

If you are covered by more than one dental plan, your out-of-pocket costs can be reduced or eliminated. Please see Section IX. Coordination of Benefits. It is important to tell your Dentist about any other dental coverage so that claims are submitted properly.

IX. Coordination of Benefits

Certificate of Coverage Provisions Coordination of Benefits

“Coordination of Benefits” is the procedure used to pay health care expenses when a person is covered by more than one plan. Delta Dental Plan of Ohio follows rules established by Ohio law to decide which plan pays first and how much the other plan must pay. The objective is to make sure the combined payments of all plans are no more than your actual bills.

When you or your family members are covered by another group plan in addition to this one, Delta Dental will follow Ohio coordination of benefit rules to determine which plan is primary and which is secondary. You must submit all bills first to the primary plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary plan.

Delta Dental pays for dental care only when you follow the rules and procedures. If the rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and you will be forced to choose which plan to use.

Plans That Do Not Coordinate

Delta Dental will pay benefits without regard to benefits paid by the following kinds of coverage.

- Medicaid
- Group hospital indemnity plans which pay less than \$100 per day
- School accident coverage
- Some supplemental sickness and accident policies

How Delta Dental Pays as Primary Plan

When Delta Dental is primary, Delta Dental will pay the full benefit allowed by your contract as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

- When Delta Dental is secondary, payments will be based on the balance left after the primary plan has paid. Delta Dental will pay no more than that balance. In no event will Delta Dental pay more than it would have paid as primary.
- Delta Dental will pay only for health care expenses that are covered by Delta Dental.
- Delta Dental will pay only if you have followed all of the procedural requirements, including (care obtained from or arranged by your Dentist, Predeterminations, etc.).
- Delta Dental will pay no more than the “allowable expenses” for the health care involved. If the allowable expense is lower than the primary plan’s, Delta Dental will use the primary plan’s allowable expense. That may be less than the actual bill.

Which Plan is Primary?

To decide which plan is primary, Delta Dental has to consider both the coordination provisions of the other plan and which member of your family is involved in a claim. The primary plan will be determined by the first of the following which applies:

1. Non-coordinating Plan

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

2. Employee

The plan which covers you as an employee (neither laid off nor retired) is always primary.

3. Children (Parents Divorced or Separated)

- If the court decree makes one parent responsible for health care expenses, that parent’s plan is primary.
- If the court decree gives joint custody and does not mention health care, we follow the birthday rule.
- If neither of those rules applies, the order will be determined in accordance with the Ohio Insurance Department rule on Coordination of Benefits.

4. Children and the Birthday Rule

When your children’s health care expenses are involved, Delta Dental follows the “birthday rule.” The plan of the parent with the first birthday in a calendar year is always primary for the children. If your birthday is in January and your spouse’s birthday is in March, your plan will be primary for all of your children.

However, if your spouse’s plan has some other coordination rule (for example, a “gender rule” which says the father’s plan is always primary), Delta Dental will follow the rules of that plan.

5. Other Situations

For all other situations not described above, the order of benefits will be determined in accordance with the Ohio Insurance Department rule on Coordination of Benefits.

Coordination Disputes

If you believe that Delta Dental has not paid a claim properly, you should first attempt to resolve the problem by contacting Delta Dental. See Section X. Disputed Claims Procedure. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call (614) 644-2673 or 1-800-686-1526.

X. Disputed Claims Procedure

If you think that Delta Dental incorrectly denied all or part of your claim, here are the steps you can take:

First, you or your Dentist should contact Delta Dental's Customer and Claims Services and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, **1-800-282-0749** and speaking to a telephone advisor. You may also mail your inquiry to **Customer and Claims Services, P. O. Box 30416, Lansing, Michigan 48909-7916**. When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim.

If your claim is still denied, you can submit your claim for a formal review through the Disputed Claims Procedure. Send your request in writing and mail it certified mail, return receipt requested, to:

**Dental Director
Delta Dental
P. O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Subscriber's Social Security number, the reason you believe the claim was wrongly denied, and any other information you would like considered about the claim.

Delta Dental will review your Disputed Claim. If your claim is still completely or partially denied, Delta Dental will notify you within 90 days after receiving your letter. Delta Dental's notice will explain why the denial was made and will also give you information about how to appeal.

Disputed Claims Appeal Procedure

If you do not agree with the results of the Disputed Claims Procedure, you may appeal to Delta Dental's Board of Directors or its delegee. To do this, you must file a written request for review before the final appeal date listed in the Dental Director's notice denying your Disputed Claim. If no date is given in this notice, you have up to 150 days from the date you submitted your first letter under the Disputed Claims Procedure to appeal. Send your written request to the same address, Attention: Board of Directors (or its delegee), and it must

say why you are requesting a review and why you believe the Dental Director's decision was incorrect. You have the right to review the Plan and documents related to it.

In your written request for this review, you may also ask for a hearing with the Board of Directors or its delegee. If the Board of Directors or its delegee decides to convene a hearing, you are entitled, at your own expense, to be represented by legal counsel, to request that a court reporter transcribe the hearing, to present evidence, to request the testimony of witnesses and to cross-examine the witnesses. A decision will be given to you as soon as possible, but not later than 120 days after receiving your written request.

If a hearing is not requested or held, the Board of Directors or its delegee will give you its decision within 60 days after receiving your written request for review. All decisions of the Board of Directors or its delegee will be in writing and will explain why the decision was made.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling (614) 644-2673 or 1-800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 2100 Stella Court, Columbus, Ohio 43215-1067.

XI. Termination of Coverage

Your Delta Dental coverage may be automatically terminated:

- When your employer or organization advises Delta Dental to terminate your coverage.
- On the last day of the month for which your employer or organization has failed to pay Delta Dental, or for any other reason stated in this Certificate or the Plan.

In no event will eligibility for any person covered under this program continue beyond the date Delta Dental is advised by your employer or organization to terminate eligibility, except to the extent that COBRA is available.

XII. Continuation Coverage (COBRA)

If Continuation Coverage (COBRA) applies to you under your Plan, please refer to the COBRA addendum.

XIII. General Conditions

Change of Status

You must notify Delta Dental, through your employer or organization, of any event causing a change in the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Assignment

Services and/or benefit payments to Subscribers and Eligible Dependents are for the personal benefit of those people and cannot be transferred or assigned.

Subrogation

If Delta Dental pays a claim for which another person or company is liable, Delta Dental has the right to recover its payment from the other person or company.

Obtaining and Releasing Information

While you are covered by Delta Dental, you agree to provide Delta Dental with any information it needs to process your claims and administer your benefits. This includes allowing Delta Dental to have access to your dental records.

Dentist-Patient Relationship

You and your Eligible Dependents have the freedom to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

Loss of Eligibility During Treatment

If you or your Eligible Dependent lose eligibility while receiving dental treatment, only Covered Services received while you or your Eligible Dependent were covered under the Plan will be payable.

Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 60-day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The balance of the total fee is your responsibility.

Late Claims Submission

Delta Dental will not honor and no payment will be made for services if a claim for those services has not been received by Delta Dental within one year following the year in which the services were completed.

Change of Certificate or Contract

No agent has the authority to change any provisions in this Certificate or the provisions of the contract on which it is based. No changes to this Certificate or the underlying contract are valid unless approved in writing by Delta Dental.

Actions

No action on a claim arising out of or related to this Certificate will be brought until 30 days after notice of the claim has been given to Delta Dental, nor will any action be brought more than three years after the claim first arose.

Governing Law

The group contract and/or Certificate will be governed by and interpreted under the laws of the State of Ohio.

YOUR RIGHTS IN THE EVENT OF INSOLVENCY

Delta Dental is required by Ohio law, to make the following statements in this Certificate of coverage:

As a licensed health insuring corporation (HIC) Delta Dental is not a member of a Guarantee Fund. In the event of Delta Dental's insolvency, you are protected only to the extent that the provision in the contracts between Delta Dental and its Dentists in which providers agree not to bill members, applies to the dental services you receive.

In addition, in the event of Delta Dental's discontinuance of operations, Dentists are required to provide covered dental services that are medically necessary to complete previously initiated treatment, but this is limited to the thirty (30) day period following discontinuance of operations.

Participating Dentists are not required to continue to provide covered dental services past the occurrence of the earliest of the following events:

1. the end of the thirty (30) day period following the filing of the liquidation order per Ohio law;
2. the end of the member's contract year;
3. the date the member obtains equivalent coverage;
4. the end of the member's period of coverage for a contractual prepayment of premium;
5. legal transfer of Delta Dental's obligations.

In the event of Delta Dental becoming insolvent, you may be financially responsible for dental services rendered by a provider or facility that is not under contract with Delta Dental whether or not Delta Dental authorized the use of the provider or health care facility.

In addition, in the event of Delta Dental's discontinuance of operations, as required by Ohio law, Delta Dental is required to submit to the Ohio Superintendent, documentation of an arrangement to provide medically necessary health care services to members until the expiration of the member's contract year. As required by Ohio law, this arrangement to provide medically necessary health care services may be made by using any one, or any combination of the following methods:

1. the maintenance of insolvency coverage;
2. a provision in participating providers' contracts with Delta Dental, provided such provision is not solely relied upon for more than thirty (30) days;
3. in agreement with any other health insuring corporations or insurers, providing members with automatic conversion rights upon the discontinuance of Delta Dental's operations; or
4. such other methods as approved by the Superintendent of Insurance.

In the event any of the foregoing situations applies to you, please contact Delta Dental at **1-800-282-0749**.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, you can help lower these costs by calling the Toll-Free Hotline. Only ANTI-FRAUD calls can be accepted on this line.

**ANTI-FRAUD TOLL-FREE HOTLINE:
1-800-524-0147**

The following statement is required for this document by Ohio Law:

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



Claims, Predeterminations

P.O. Box 9085
Farmington Hills, MI 48333-9085

Inquiries, Review

P.O. Box 30416
Lansing, MI 48909-7916

An Equal Opportunity Employer

Form No. 0107O
OHPRM
Revised 11/2000