



Delta Dental Individual and Family Insurance Policy

Delta Dental of South Dakota
PO Box 1157
720 N Euclid Ave
Pierre, SD 57501
605-224-7345 or 1-877-841-1478
Fax: 605-224-0909
www.deltadentalsd.com

This is a legal contract between Delta Dental of South Dakota and the insured. This policy is made up of the application, agreement, summary of benefits, and the attached document. It is issued in consideration of the required premium payment. Delta Dental will pay benefits according to the terms and conditions of coverage described in this policy.

THIS IS A LIMITED BENEFIT DENTAL INSURANCE POLICY. THIS POLICY PROVIDES DENTAL BENEFITS ONLY. PLEASE READ THIS POLICY CAREFULLY.

TO OBTAIN INFORMATION OR MAKE A COMPLAINT, PLEASE CALL THE TOLL FREE NUMBER 1-877-841-1478.

RENEWAL PROVISION

This policy is guaranteed renewable and will continue in effect as long as the insured pays the premiums when they are due or within the grace period in accordance with the policy terms and conditions. The premium can be changed only if Delta Dental changes it on all policies of this kind in force in the state where the policy was issued. If the premium is changed, the insured will be given 45 days' written notice.

TEN-DAY RIGHT TO EXAMINE POLICY

The insured has the right to return this policy to Delta Dental within 10 days of receipt, and to have the premium refunded if, after examination, the insured is not satisfied with this policy for any reason.

This policy is governed by the laws of the state of South Dakota.

Signed for DELTA DENTAL OF SOUTH DAKOTA in Pierre, SD.

Scott O. Jones, President and CEO

Jeff Miller, VP of Underwriting and Compliance

PLEASE READ THIS POLICY CAREFULLY

Delta Dental of South Dakota Individual and Family Dental Policy



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Welcome

Thank you for selecting Delta Dental of South Dakota to provide your dental coverage. For more than 45 years, we have dedicated our company to improving oral health in South Dakota. As a Delta Dental subscriber, you are partnering with a company that is focused on providing innovative, prevention-based coverage designed to facilitate both good oral health and overall wellness.

Scientific research suggests that improved dental health can lead to improved overall health. More than 120 diseases show early symptoms in the mouth and may be first detected by a dental exam. While science continues to explore exactly how oral diseases are related to several health conditions like heart disease, stroke and diabetes, we think it's simply common sense that a healthy mouth is important.

The best way to take full advantage of your dental plan is to understand its features. Our best advice is to read this policy for a complete description of your coverage.

Insured: **Plan Type:**
Policy Number: 1040 **Effective Date:**
Coverage Year: January 1 through December 31 (This policy automatically renews upon payment of premium.)

% Paid by
Delta Dental

100% Check-Ups and Routine Teeth Cleaning (*Diagnostic and Preventive Services*)

- Routine examinations - two per coverage year.
- Routine dental prophylaxis (cleaning) - two per coverage year. Additional cleanings may be allowed if you have diabetes or are pregnant.
- Bitewing x-rays - two per coverage year up to age 19, and once per coverage year age 19 and over.
- Full mouth/panoramic x-rays - one in any five-year interval.
- Fluoride applications - two per coverage year up to age 19. Adults may be eligible for fluoride application if you have had periodontal surgery.
- Space maintainers (fixed band type) on primary posterior teeth up to age 14.
- Dental sealants - once for unrestored 1st and 2nd permanent molars of children up to age 16.

50% Cavity Repair/Fillings and Tooth Extractions (*Routine and Restorative Services*)

- Emergency treatment for relief of pain.
- Extractions and other oral surgery.
- Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings. If a tooth-colored filling is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling.

50%* Root Canals (*Endodontics*) and Gum and Bone Diseases (*Periodontics*)

- Root canal filling.
- Treatment of diseases of the tissues supporting the teeth.
- Periodontal maintenance - additional periodontal maintenance procedures may be allowed if you have a history of bone disease (periodontal disease).

50%* Crowns, Bridges, Dentures, and Dental Implants (*Major Services*)

- Crowns when teeth cannot be restored with a filling material.
- Prosthetics - bridges, partial dentures and complete dentures, and dental implants.

Braces (*Orthodontics*) are not a covered benefit.

Deductible: A one-time \$50 per person deductible while continuously enrolled in the policy.

Annual Maximum Benefit: \$1,000 per person per coverage year. All services are subject to the annual maximum benefit and will not be paid if your annual maximum benefit has been reached.

Coverage Year: January - December

There is no age restriction for unmarried dependent children who are full-time students.

* One year wait for coverage.

Participating Dentists

Participating dentists signed an agreement with Delta Dental and agree to abide by certain guidelines, such as not charging Delta Dental subscribers more than the pre-approved fees. This may result in savings. When you receive services from dentists who participate with Delta Dental of South Dakota or any other Delta Dental, all of the following statements are true:

- Participating dentists agree to file claims for you.
- Claims are paid directly to participating dentists. You are responsible to pay your dentist for any deductible, coinsurance, or non-approved charge.
- Participating dentists agree to file a Predetermination of Benefits when you have a treatment plan exceeding \$500.

Non-Participating Dentists

When you receive services from non-participating dentists, you will not receive any of the advantages that our agreement offers. As a result, when you receive services from non-participating dentists, all of the following statements are true:

- Non-participating dentists do not accept Delta Dental's pre-approved fees. This means you are responsible for any difference between their charge and what Delta Dental pays.
- Non-participating dentists are not responsible for filing your claims.
- Claims are paid to you. You are responsible for paying your dentist for claims as well as any deductible, coinsurance, or non-approved charge.
- Non-participating dentists do not agree to file Predetermination of Benefits for you.
- Non-participating dentists may charge for "infection control", which includes the costs for services and supplies associated with sterilization procedures. You are responsible for any extra charges billed by a non-participating dentist for "infection control." (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, Delta Dental dentists incorporate these costs into their normal fees and do not charge an additional fee for "infection control.")

Delta Dental's Payment on Claims

Our policy is to send our payment for treatment after it is completed – not before. For example, we will send payment when:

- A crown is placed.
- A fixed or removable prosthesis is placed.
- A root canal is filled.

Maximum allowable reimbursement

The maximum allowable reimbursement is the amount that Delta Dental will pay for a service, supply, or dental procedure. The maximum allowable reimbursement is established by Delta Dental of South Dakota and is developed from various sources, such as agreements with dentists, input from dental consultants, the simplicity or complexity of the procedure, and the charges for procedures by dentists in South Dakota.

For services billed by dentists outside of South Dakota, the maximum allowable reimbursement is based on information from that state's Delta Dental.

Benefits

Check-Ups and Teeth Cleaning

Diagnostic and Preventive Services

Dental Cleaning (Prophylaxis)

Removing plaque, tartar (calculus), and stain from teeth.

Limitation: Dental cleaning is a benefit twice per coverage year.

Oral Evaluations (Exams)

Limitation: Dental examinations are a benefit twice per coverage year.

Fluoride Applications

Limitation: Fluorides are a benefit twice per coverage year for unmarried, dependent children up to age 19. Adults that have had periodontal surgery may be eligible for fluoride application. Fluoride applications are a benefit only when applied by a dental professional.

X-Rays (Radiographs)

Bitewing X-Rays

Limitation: Bitewing x-rays, regardless of the number taken, are a benefit twice per coverage year up to age 19 and once per coverage year age 19 and over.

Full-Mouth/Panoramic X-Rays

Full-mouth x-rays are a combination of individual x-rays such as periapicals, bitewings or occlusal films taken by a dentist on the same service date.

Limitation: Full-mouth or panoramic x-rays are a benefit once every 5 years.

Occlusal and Extraoral X-Rays

Limitation: These x-rays are a benefit once per coverage year.

Periapical X-Rays

Limitation: These x-rays are a benefit on an as needed basis determined by your dentist, not to exceed benefits/limitations outlined as full-mouth x-rays.

Sealant Applications

Filling decay-prone areas of the chewing surface of molars.

Limitation: Sealant applications are a benefit once in a lifetime for unrestored 1st and 2nd permanent molars for eligible dependent children up to age 16. *Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with a filling/restoration are not a benefit.*

Space Maintainers for Missing Primary Back Teeth

Limitation: Space maintainers are a benefit for eligible dependent children up to age 14.

Cavity Repair/Fillings and Tooth Extractions

Routine and Restorative Services

Emergency Treatment (Palliative Treatment)

Emergency treatment for temporary relieve of dental pain or infection.

General Anesthesia/Sedation

Limitation: General anesthesia and intravenous sedation are benefits only when provided in conjunction with six or more routine extractions, surgical extractions and other covered surgical procedures when billed by the treating dentist.

Routine Restoration of Decayed or Fractured Teeth

Restoring the tooth with silver (amalgam) fillings, tooth colored (composite/resin) fillings, and pre-formed or stainless steel restorations.

Limitation: If a tooth-colored filling is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference. These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.

Routine Oral Surgery

Including removal of teeth, and other surgical services to the teeth or immediate surrounding hard and soft tissues that are being performed due to disease, pathology, or dysfunction of dental origin.

Root Canals

Endodontic Services

Apicoectomy/Periradicular Surgery

Surgery to repair a damaged root as part of root canal therapy or to correct a previous root canal.

Pulpotomy

Removing the coronal portion of the pulp as part of root canal therapy. When performed on a baby (primary) tooth, pulpotomy is the only procedure required for root canal therapy.

Retrograde Fillings

Sealing the root canal by preparing and filling it from the root end of the tooth.

Root Canal Therapy

Treating an infected or injured pulp to retain tooth function. This procedure generally involves removal of the pulp and replacement with an inert filling material.

Limitation: If retreatment is required, it is a benefit following one year from the completion of the original root canal and limited to one retreatment per tooth.

Gum and Bone Diseases

Periodontal Services

Procedures in this category should be reviewed by Delta Dental before they are performed. See *Predetermination of Benefits*.

Full Mouth Debridement (Difficult Cleaning)

Limitation: Full mouth debridement is a once in a lifetime benefit if you have no history of a dental cleaning with Delta Dental.

Conservative Periodontal Procedures (Root Planing and Scaling)

Removing contaminants such as bacterial plaque and tartar (calculus) from a tooth root to prevent or treat disease of the gum tissues and bone which support it.

Limitation: Conservative periodontal procedures are a benefit once every 24 consecutive months for each quadrant of the mouth. A quadrant is one of the four equal sections of the mouth into which the jaws can be divided.

Complex Periodontal Procedures

Various surgical interventions designed to repair and regenerate gum and bone tissues that support the teeth.

Limitation: Complex periodontal procedures are a benefit once in 36 months/3 years for each quadrant of the mouth for natural teeth only.

Periodontal Maintenance Therapy

Includes various maintenance services such as pocket depth measurement, dental cleaning (oral prophylaxis), removal of stain, and root planing and scaling.

Limitation: This procedure must follow conservative or complex periodontal therapy and is allowable twice per coverage year. This procedure replaces the dental cleaning benefit (prophylaxis) described under Check-Ups and Teeth Cleaning earlier in this section.

Single Crowns (Cast or Indirect), Inlays, and Onlays

Major Restorations

Major Restorations for Complicated Tooth Decay or Fracture

Restoring a tooth with a cast filling (including local anesthesia) when the tooth cannot be restored with a silver (amalgam) or tooth-colored (composite) filling.

Limitation: Procedures in this category are available once every 5 years beginning from the date the major restoration is cemented in place. This includes teeth crowned and extracted within the five year period and replaced with a bridge or implant crown. Procedures in this category are not a program benefit under age 12.

Crowns - Single Restoration Only

Restoring form and function by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown. Crowns are a benefit only if the tooth cannot be restored with a routine filling.

Limitation: Crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), allergies, or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit. Crowns are a benefit following root canal treatment only when a significant amount of tooth structure is missing due to decay and/or fracture and can not be restored with a routine filling. If sufficient tooth structure remains, benefits are not allowed.

Coverage for all porcelain/indirect resin crowns is limited to the six front (anterior) teeth on both the upper and lower jaw/arch.

Porcelain/Resin to metal crowns are limited to six front teeth through your first molar. An alternate benefit of cast metal crown will be made for posterior crowns in lieu of the porcelain/resin to metal materials.

Inlays Restorations

Restoring a tooth with a cast metallic or porcelain filling.

Limitation: **Inlays are limited to the amount paid for a silver (amalgam) filling.** If a tooth-colored material is used to restore back (posterior) teeth, benefits are limited to the amount paid for a silver filling. You are responsible for paying the difference. These benefits are covered once per surface in a 24 month period. Restorations for the primary purpose of cosmetics or restoring a tooth due to attrition, abrasion, erosion, and abfractions are not a benefit.

Onlays Restorations

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration. The same criteria for crown coverage applies to onlays.

Posts and Cores

Preparing a tooth for a cast restoration after a root canal when there is insufficient strength and retention.

Recementation of Major Restorations

Limitation: Benefits are limited to once per lifetime.

Bridges, Dentures, and Implants

Prosthetics – Fixed or Removable

Prosthetics to replace missing permanent teeth include: fixed bridgework, partial and complete dentures, and implants. Bridges and dentures (complete or partial) are a benefit once every 5 years from the date the prosthetic is placed and then only if the existing prosthetic is unserviceable whether or not Delta Dental paid for the original dental procedure. Fixed bridges and partial/complete dentures or implants are provided when chewing function is impaired due to missing teeth. Procedures in this category are not a program benefit under the age of 16.

Bridges

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Also covered are bridge repairs. *Limitation:* Bridges which are supported by dental implants are limited to the amount paid for a bridge supported by natural teeth.

Dentures (Complete and Partial)

Replacing missing permanent teeth with a dental prosthesis that is removable. Denture repair and relining are also covered.

Limitation: Dentures which are supported by surgically placed dental implants will be limited to the amount paid for a conventional complete denture.

Denture Adjustments

Limitations: Denture adjustments will be limited to two per denture per coverage year after 6 months has elapsed since initial placement.

Denture (Complete and Partial) Relines

Limitations: Denture relines will be limited to once every three years.

Denture (Complete and Partial) Rebase

Limitations: Dentures and/or denture rebase will be limited to once every five years.

Tissue Conditioning

Limitation: Tissue conditioning is limited to two per denture every 36 consecutive months.

Implants

Coverage is provided when chewing function is impaired due to missing teeth and could include surgical placement or removal of implants or attachments to implant.

Braces

Orthodontics

Orthodontics are not a benefit under this policy.

Services not Covered

This policy *does not* provide benefits for dental treatment listed in this section. Even if the treatment is not specifically listed as an exclusion, it may not be covered. Call us at 1-877-841-1478 if you are unsure if a certain service is covered.

Exclusions

Allergies

You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.

Anesthesia or analgesia

You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in the Benefits section.

Broken appointments

You are not covered for any fees charged by your dental office because of broken appointments.

Cleaning of prosthetic appliance

Cleaning removable partials or dentures is not covered.

Completion of form

Charges to complete forms are not covered.

Complete occlusal adjustment

You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth.

Complications of a non-covered procedure

You are not covered for complications of a non-covered procedure.

Congenital deformities

You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.

Controlled release device

You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.

Cosmetic in nature

You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.

Crowns not meant to restore form and function

You are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.

Desensitization materials

You are not covered for desensitization materials or their application.

Drugs

You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.

Duplicate dentures

This policy does not cover any charges for the duplication of dentures.

Duplication of dental records

Your policy does not cover any charges for the duplication of dental records.

Effective date

You are not covered for services or supplies received before the effective date of coverage.

Experimental or investigative

You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.

General anesthesia/sedation

General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.

Government programs

You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).

Incomplete services

You are not covered for dental services that have not been completed.

Indirect pulp caps

You are not covered for indirect pulp caps.

Infection control

You are not covered for separate charges for “*infection control*,” which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for “*infection control*.”

Lost or stolen appliances

You are not covered for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.

Medical services or supplies

You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.

Military service

You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.

Orthodontic appliances repair or replacement

This policy does not cover the repair, replacement, or duplication of any orthodontic appliance.

Payment responsibility

You are not covered for services or supplies when someone else has the legal obligation to pay for your care. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.

Periodontal appliances

You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching.

Periodontal splinting

You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.

Provisional (temporary) crowns, bridges or dentures

You are not covered for services or supplies for provisional crowns, bridges or dentures.

Services provided in other than office setting

You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.

Specialized services

You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes but not limited to copings, and precision attachments.

Temporary or interim procedures

You are not covered for temporary or interim procedures.

Temporomandibular joint (TMJ) dysfunction

You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy.

Termination

Whether or not we have approved a treatment plan, you are not covered for treatment received after your coverage termination date.

Tooth colored fillings

Composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

Treatment by other than a licensed dentist

You are not covered for services or treatment performed by other than a licensed dentist or his or her employees.

Workers' compensation

You are not covered for services or supplies that are compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

Predetermination of Benefits

A predetermination of benefits tells you and your dentist what is covered and how much will be paid on your treatment plan. It also determines that services are dentally necessary and appropriate.

When to submit a treatment plan

After an examination, your dentist may recommend a treatment plan. If the plan involves crown(s), bridgework, dentures, or implants costing over \$500 ask your dentist to send the treatment plan with x-rays to Delta Dental. If your dentist is a non-participating dentist, you will need to send the treatment plan, x-rays and supporting information to the address below. Delta Dental will determine benefit coverage, what portion of the cost we will pay and what portion you will be responsible for. You and your dentist will receive a predetermination of benefits form with this information on it. The predetermination of benefits is valid for 120 days from the date issued. Before you schedule dental appointments, you and your dentist should discuss the amount to be paid by Delta Dental and your financial obligation for the proposed treatment.

Predetermination of Benefits
Delta Dental of South Dakota
PO Box 1157
Pierre, SD 57501

The treatment plan review

Once we receive the treatment plan and proper documentation, we will let your dentist know if the treatment plan is approved. We will take one of the following actions:

- accept it as submitted.
- recommend an alternative benefit.
- deny the treatment plan because:
 - the procedure is not a benefit under your policy;
 - you did not receive an evaluation after we asked you to; or
 - the procedure is not dentally necessary and appropriate.

Appeal

If we deny a treatment plan, you or your dentist can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to get an evaluation from another dentist. We will pay for the evaluation.

Please note: Although we may approve a treatment plan, we are not liable for the actual treatment you receive from your dentist.

Filing Claims

Once you receive dental services, we need to receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which dentist.

Notice of claim

An enrollee must give us written notice of a claim within one year after any loss covered by the policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the insured and their ID number.

Claim forms

A participating dentist will submit claims for you. If you receive services from a non-participating dentist who does not file a claim for you, you can contact us at 1-877-841-1478 for a claim form or go to www.deltadentalsd.com. Click on “Subscribers”, then “Forms”. If you submit your own claim form, you will satisfy the requirements of written proof of loss by sending written or electronic proof as described below. The proof must describe the occurrence, extent and nature of the loss. You can send the claim form to:

Claims
Delta Dental of South Dakota
PO Box 1157
Pierre, SD 57501

Proof of loss

Written or electronic proof of loss must be sent to Delta Dental. Written or electronic proof must be given within one year after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Legal actions

No lawsuit or action in equity can be brought to recover on this policy: (1) before 60 days following the date proof of loss was given; or (2) after 3 years following the date proof of loss is required.

When to file your claim

After your procedure is completely finished, you should file a claim if your dentist has not filed one for you.

Reasons your claim may be denied

Even though a procedure may appear in the *Benefits* section of this policy, you should note that before you are eligible to receive benefits, we consider the following:

Is the procedure dentally necessary?

- The diagnosis is proper.
- The treatment is necessary to preserve or restore the form and the function of the tooth or teeth and the health of the gums, bone, and other tissues supporting the teeth.

Is the procedure dentally appropriate?

- The treatment is the most appropriate procedure for your individual circumstances.
- The treatment is consistent with professionally recognized standards of dental care and complies with criteria adopted by Delta Dental.
- The treatment does not cost more than alternative procedures that would be equally effective. **If you receive alternative services other than the least costly, you are responsible for paying the difference.**

Is the procedure subject to limitations or exclusions?

- Procedures that are not dentally necessary or appropriate.
- Procedures that are not covered by this policy. See *Services not Covered* section.
- Procedures that have limitations associated with them. For example, teeth cleaning is covered twice per coverage year. More frequent teeth cleaning is usually not a benefit even if your dentist verifies that it is dentally necessary and dentally appropriate. See the *Benefits* section for a description of covered procedures and limitations associated with certain procedures.
- Procedures that have reached the annual maximum benefit. See the summary of benefits sheet at the beginning of this policy.
- Any difference between the charge and what Delta Dental allows. **Please note: This only applies if you receive services from a non-participating dentist.**

Delta Dental's reply

Within 30 days of receiving your request, we will send you a written decision and indicate any action taken. However, when special circumstances arise, Delta Dental may require 60 days. We will notify you in the event that we require additional days.

Reviewing records

If you would like copies of records relevant to your claim, contact us at the following address or call 1-877-841-1478. Please allow two business days for us to process your request.

Delta Dental of South Dakota
PO Box 1157
Pierre, SD 57501

Eligibility

To enroll in the Delta Dental Individual and Family policy, you must be 19 or older and a South Dakota resident.

Covered dependents

If you enrolled for two-party or family coverage, the following persons may be covered as your dependents:

1. Your lawful spouse.
2. Your unmarried children (until the end of the month that your child turns 19 years old); including step- and adopted children and children placed for adoption with you.

3. Unmarried dependent children who are full-time students at a high school, accredited school, college or university. The number of hours required per semester for a full-time student is based on the school's definition, although this is generally 12 hours or more. Full-time students will not be covered under this policy when they are not attending school (i.e. if they take a semester off). Full-time students will not be covered over the summer if they do not resume school as a full-time student in the fall.
4. Unmarried dependent children age 19 and over who are financially dependent on you because of physical or mental incapacity.
5. Dependents in military service are not covered.

Effective dates of coverage

You are covered under this policy beginning on the first day of the month following receipt of your enrollment form and annual payment or electronic funds transfer authorization. Your eligible dependents (if you elect coverage for them) are effective the same day. Changes in enrollment due to birth or adoption must be received by Delta Dental within 60 days of the birth or adoption.

Changes in coverage

You may change your enrollment in this dental policy if you experience a qualifying event such as: marriage, divorce, death, or the acquisition of a dependent. The enrollment change will be effective the first of the month following the qualifying event. Notification of this enrollment change must be received by Delta Dental within 30 days of the qualifying event. The change in coverage must be consistent with the qualifying event. You may change your enrollment without a qualifying event in January. Elective coverage changes can be considered by Delta Dental only at that time. **Notices.** Notice to Delta Dental will be considered sufficient if mailed to the regular office address. Notices to you, as a subscriber, will be considered sufficient if e-mailed to your last known e-mail address. Delta Dental will notify you regarding changes or termination of your coverage.

Termination of coverage

Your coverage and that of your covered dependents (if enrolled) ceases on the last day of the month in which you or Delta Dental terminates your policy.

Payment

You can either make an annual payment in advance by check or money order, or you can choose monthly electronic funds transfer. Electronic funds transfers will take place on or about the 5th of each month. A voided check must accompany your enrollment form in order to accurately establish your monthly transfer. Monthly electronic funds transfers will continue until we have received written notice from you that you want to cancel your coverage.

If you have elected the monthly payment option and we do not receive your payment within 30 days of the date the payment was due, your agreement will be cancelled the final day of the month that Delta Dental received your last payment.

Payment of premium

The first premium due must be paid in full before coverage will start. If the required premium is not paid, the policy will not take effect. If any subsequent premium is not paid when due, the policy will be canceled as of the premium due date, except as provided in the grace period section.

Unpaid premium

Claim payment will not be made if premium is not paid when due.

Non-waiver of premium

Any premium due under this policy shall not be waived due to the payment of benefits or making of a claim under this policy.

Grace period on premiums

After the first premium is paid, we will allow a grace period of 31 days for the payment of each subsequent premium amount due. During the grace period this policy will remain in force.

Reinstatement

The policy may be reinstated within 31 days of lapse, if it lapsed for nonpayment of premium.

Requirements for reinstatement are written application of the insured satisfactory to us and payment of all overdue premiums, including the premium for the grace period. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement. The reinstated policy will cover dental services that start more than 10 days after the date the policy is reinstated.

Rights of Recovery (Subrogation)

Delta Dental has the right to recover claim payments made to you should you be compensated for damages by another party. (e.g. If you are in an accident and Delta Dental pays a claim for dental problems caused by the accident, we can request a refund from you if you receive compensation from the other party (or their insurance company) involved in the accident.

Delta Dental's Liability

In no instance is Delta Dental liable for any conduct, including but not limited to tortious conduct, negligence, or wrongful acts or omissions by any person, including but not limited to subscribers, dentists, dental assistants, dental hygienists, hospitals or hospital employees receiving or providing services.

Grievance Procedures

Claim Denials

Delta Dental will establish a procedure for resolving all questions raised by a dentist, a subscriber or an enrollee in regard to claims allowed or rejected under the terms of this policy. This procedure will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of

those initial determinations. If you would like a copy of our entire grievance policy please call us 1-877-841-1478.

Notice of Privacy Practices

This section describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully. The privacy of your health information is important to us.

Our legal duty

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect April 14, 2003, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all health information that we maintain, including health information we created or received before we made the changes. If we make a significant change in our privacy practices we will send a new notice to subscribers.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed on the first page of this policy.

Uses and disclosures of health information

We use and disclose health information about you for treatment, payment, and health care operations. For example:

Treatment: We may use or disclose your health information to a dentist or other health care provider in order to provide treatment to you.

Payment: We may use and disclose your health information to pay claims from dentists, hospitals and other providers for services delivered to you that are covered by your dental policy, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, to issue explanations of benefits to the person who subscribes to the dental policy in which you participate, and the like. We may disclose your health information to a provider or entity subject to the federal Privacy Rules so they can obtain payment or engage in these payment activities.

Health care operations: We may use and disclose your health information in connection with our health care operations. Health care operations include:

- rating our risk and determining our premiums for your dental policy; quality assessment and improvement activities;
- reviewing the competence or qualifications of dental professionals, evaluating provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities;
- dental review, legal services, and auditing, including fraud and abuse detection and compliance;

- business planning and development; and business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified health information or a limited data set.

We may disclose your health information to another entity which has a relationship with you and is subject to the federal Privacy Rules, for their health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of dental professionals, or detecting or preventing health care fraud and abuse.

On your authorization: You may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this notice.

To your family and friends: We may disclose your health information to a family member, friend or other person to the extent necessary to help with your health care or with payment for your health care. We may use or disclose your name, location, and general condition or death to notify, or assist in the notification of (including identifying or locating), a person involved in your care.

Before we disclose your health information to a person involved in your health care or payment for your health care, we will provide you with an opportunity to object to such uses or disclosures. If you are not present, or in the event of your incapacity or an emergency, we will disclose your health information based on our professional judgment of whether the disclosure would be in your best interest.

Underwriting, enrollment, and similar activities: We may receive protected health information from you or your insurance agent and use that information to underwrite, rate, enroll, renew, or respond to a request about your dental policy.

Disaster relief: We may use or disclose your health information to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

Public benefit: We may use or disclose your health information as authorized by law for the following purposes deemed to be in the public interest or benefit:

- as required by law;
- for public health activities, including disease and vital statistic reporting, child abuse reporting, FDA oversight;
- to report adult abuse, neglect, or domestic violence;
- to health oversight agencies;
- in response to court and administrative orders and other lawful processes;
- to law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies, and for purposes of identifying or locating a suspect or other person;
- to coroners, medical examiners, and funeral directors;
- to avert a serious threat to health or safety;
- in connection with certain research activities;
- to the military and to federal officials for lawful intelligence, counterintelligence, and national security activities;
- to correctional institutions regarding inmates; and
- as authorized by state worker's compensation laws.

Marketing health-related services: We may use your health information for marketing in limited circumstances permitted by law. For, example we may use your name and address to communicate with you about a health-related product or service that we provide only to dental policy enrollees. We may send you newsletters, communicate with you face-to face, and send you promotional items of nominal value.

Individual rights

Access: You have the right to inspect and obtain a copy of the health information that may be used to make decisions about you, including dental and billing records. You must submit your request in writing. Please contact our Privacy Officer for further information in order to inspect and/or obtain a copy of your health information. Our organization may charge a fee for the costs of copying, mailing, labor and supplies associated with your request.

Disclosure accounting: You have the right to receive a list of instances in which we or our business associates disclosed your health information for purposes other than treatment, payment, health care operations, as authorized by you, and for certain other activities, since April 14, 2003. We will provide you with the date on which the disclosure was made, the name of the person or entity to which your health information was disclosed, a description of the health information that was disclosed, the reason for the disclosure, and certain other information. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Any agreement to additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf.

Confidential communication: You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence as you request. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under your dental policy, including issuance of explanations of benefits to the subscriber of the dental policy in which you participate. An explanation of benefits issued to the subscriber for dental care received, which was not requested to be confidential, may contain sufficient information to reveal that you obtained dental care for which we paid, even though you requested that we communicate with you about that dental care in confidence.

Amendment: You have the right to request that we amend your health information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended and the originator remains available or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

Electronic notice: If you received this notice on our web site or by e-mail, you are entitled to receive this notice in written form. Please contact us using the information listed on the first page of this policy to obtain this notice in written form.

Questions and complaints

If you want more information about our privacy practices or have questions or concerns, please contact our Privacy Officer using the information listed on the first page of this policy.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed on the first page of this policy. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

General Provisions

Incontestability clause -

Time limit on certain defenses-Misstatements by applicant

Time limit on certain defenses: (1) After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.

The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, nor to limit the application of §§ 58-17-32 to 58-17-39, inclusive, in the event of misstatement with respect to age or occupation or other insurance.

Entire contract; changes

This policy, including the application, agreement, summary of benefits, and the attached document, is the entire contract. Only our authorized officer can authorize a change or waive any provisions in this policy. To be valid, any change or waiver must be in writing. The approval must be noted on or attached to this policy. No agent/broker has the authority to change or to waive any part of this policy.

Non-disclosure

For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.

Fraudulent claims

The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.

Clerical error

If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.

Conformity with state laws

On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.

Not in lieu of Workers' Compensation

This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

Definitions

Alternate benefit is a provision in a dental policy that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.

Amalgam is a silver material used to fill cavities that is placed on the tooth surface (that is used for chewing) because it is a particularly durable material.

Annual maximum benefit is the maximum benefit each member is eligible to receive for certain covered services in a coverage year. The annual maximum benefit is reached from claims settled in a coverage year. This amount is shown on the summary of benefits sheet.

Apicoectomy is a surgical removal of the apex or tip of a root in order to remove diseased tissue.

Approved amount is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes Delta Dental's payment as well as the patient's deductible and/or co-insurance.

Benefits are services covered under a dental policy.

Billed charge is the amount a dentist bills for a specific dental procedure.

Caries is a term that is used for tooth decay.

Co-insurance is the percentage of dental expenses you pay after the deductible is met, until you reach your annual maximum benefit.

Completion date is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.

Composite is a tooth colored resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam (silver).

Coverage percentage means the percentage paid by Delta Dental for a specific benefit, as specified in the summary of benefits.

Coverage year is the 12-month period (January – December) over which your maximum and benefit frequencies (i.e. number of cleanings per year, etc.) apply.

Crown is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.

Debridement is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.

Deductible is the amount (a one-time \$50 while enrolled in this policy) that an enrollee must pay before Delta Dental will pay toward treatment.

Dependents are a subscriber's spouse, and children to age 19. There is no age restriction for unmarried dependent children who are full-time students.

Dentures (complete/partial) replace missing permanent teeth with a removable set of artificial teeth.

Endodontist is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.

Exclusion is a dental service or procedure not covered by a dental program.

Explanation of benefits is a statement that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.

Fluoride is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.

General anesthesia is a patient induced state of unconsciousness determined by the provider to complete treatment.

General dentist is a dentist who provides a full range of dental services for the entire family.

Health Insurance Portability and Accountability Act of 1996 is a federal law that requires all health plans, including ERISA health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers' paper transactions are not subject to this requirement.

ID number is the social security number or the alternate ID number that Delta Dental assigns the primary subscriber once they are enrolled in the policy.

Implant is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.

Insured the person to which this policy is issued.

Limitations are restricting conditions — such as age, period of time covered, and waiting periods — under which an individual is insured.

Non-participating dentist is a state-licensed dentist who does not have a written participation agreement with Delta Dental.

Optional treatment Delta Dental will pay the pre-approved fee for the least expensive dental procedure that is equally effective. You will be responsible for the remainder of the dentist's fee if a more expensive dental procedure is selected.

Orthodontics is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.

Orthodontist A dentist who corrects misaligned teeth and jaws, usually by applying braces.

Oral surgeon is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.

Participating dentist is a licensed dentist who has signed a Delta Dental service agreement. Delta Dental's payment and the patient's payment, if any, are to be accepted by the participating dentist as payment in full. Delta Dental's payment is sent directly to the participating dentist. To find a participating dentist go to www.deltadentalsd.com. Under the "Looking for a Dentist?" section click on "Dentist Search". Then select "Delta Dental Premier" and enter your city or zip code.

Pediatric dentist is a dentist who generally limits his/her practice to children and teenagers. Also known as Pedodontist.

Periodontist is a dentist who treats diseases of the gums.

Periodontal scaling/root planing is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.

Primary insurance is the insurance carrier that pays for services rendered to a covered person before any other carriers would.

Prophylaxis is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.

Pulpotomy is a partial removal of the pulp.

Radiograph is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as x-ray.

Root canal therapy is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.

Sealant is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.

Secondary insurance is the insurance carrier that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.

Space maintainer is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.

Subscriber is an eligible person who (a) has completed and signed the documents necessary for coverage, (b) has been accepted by Delta Dental as a subscriber, and (c) has paid the appropriate premium.

Summary of benefits is a listing of the specific benefits and benefit limitations for dental services provided under this policy. The summary of benefits is at the beginning of this policy.

Treatment plan is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.

Waiting period is a period of time before certain benefits are covered.

Wisdom tooth is the adult molar tooth, also called a third molar, that is farthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.

X-ray is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.