



# Dental Benefits Handbook

Delta Dental  
of South Dakota

# Required Nondiscrimination and Accessibility Statement\*



## Discrimination is Against the Law

Delta Dental of South Dakota complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental of South Dakota does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental of South Dakota:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters;
  - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters;
  - Information written in other languages.

If you need these services, call 1-877-841-1478. If you believe Delta Dental of South Dakota has failed to

provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Delta Dental of South Dakota, Compliance Manager, 720 N. Euclid Ave., Pierre, SD 57501, phone: 1-800-627-3961, [compliance@deltadentalsd.com](mailto:compliance@deltadentalsd.com), fax: 1-605-224-0909, TTY: 1-888-781-4262. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Compliance Manager is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-841-1478 (TTY: 1-888-781-4262).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung.  
Rufnummer: 1-877-841-1478 (TTY: 1-888-781-4262).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-841-1478 (TTY: 1-888-781-4262)。

ဖာသုဉ်းသး- နမာကတိ ကညီ ကျိအဆိ,  
နမာနာ ကျိအတိမာစာလါ တလာဘုဉ်လါစု၊  
နီတမံဘုဉ်သုနုဉ်လါ. ကိ 1-877-841-1478 (TTY: 1-800-874-9426)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-841-1478 (TTY: 1-888-781-4262).

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा  
सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस्  
1-877-841-1478 (टिटावाइ: 1-888-781-4262) ।

OBVAJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-877-841-1478 (TTY- Telefon za osobu sa oštećenim govorom ili sluhom: 1-888-781-4262).

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 1-877-841-1478 (መስማት ለተሳናቸው: 1-888-781-4262).

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-877-841-1478 (TTY: 1-888-781-4262).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-841-1478 (TTY: 1-888-781-4262).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-841-1478 (TTY: 1-888-781-4262) 번으로 전화해 주십시오.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-841-1478 (телетайп: 1-888-781-4262).

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-877-841-1478 (TTY: 1-888-781-4262).

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-877-841-1478 (телетайп: 1-888-781-4262).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-841-1478 (ATS : 1-888-781-4262)

\* Under Section 1557 of the Affordable Care Act (ACA), Delta Dental of South Dakota is required to post notices of nondiscrimination and taglines that alert individuals with limited English proficiency (LEP) to the availability of language assistance services.

# Table of Contents

## Required Nondiscrimination and Accessibility Statement

<u>Introduction</u> .....	3
<u>Summary of Benefits</u> .....	4
<u>Smile Smart for Your Health</u> .....	5
<u>Definitions</u> .....	6
<u>Choice of Provider Network</u> .....	9
<u>Participating and Non-Participating Dentists</u> .....	9
<u>Benefits</u> .....	10
<u>Exclusions</u> .....	16
<u>Filing Claims</u> .....	19
<u>Predetermination of Benefits</u> .....	20
<u>Coordination of Benefits</u> .....	21
<u>Eligibility</u> .....	22
<u>Continued Coverage</u> .....	23
<u>Rights of Recovery (Subrogation)</u> .....	25
<u>Delta Dental's Liability</u> .....	25
<u>Appeals</u> .....	25
<u>Grievances</u> .....	26
<u>ERISA Rights</u> .....	27
<u>Notice of Privacy Practices</u> .....	28
<u>General Provisions</u> .....	31

## **Introduction**

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

It is important for you to read this dental benefit handbook and to familiarize yourself with your summary of benefits. The summary of benefits lists the specific benefits of your group dental coverage. If you do not have a copy of your summary of benefits, contact your human resources office. Together, the dental benefit handbook and the summary of benefits are your certificate of insurance.

This handbook is not the insurance policy. It is merely evidence of insurance provided under the contract between Delta Dental and your employer. All benefits are paid according to the terms, conditions and provisions of your group's contract. This handbook describes the essential features of such insurance. This handbook replaces and supersedes all booklets, endorsements and riders that we may have previously issued to you prior to the effective date of this handbook. The contract issued to your employer is the complete document of insurance and governs all claims processing. It will serve as Delta Dental's primary resource when answering questions regarding your dental claims. You may examine your group's contract any time by contacting your employer or Delta Dental during normal business hours.

### **Language Assistance**

If you cannot read this document, we can have someone help you read it. For help, please call Delta Dental at 1-877-841-1478 and we will connect you with a translator.

% Paid by  
Delta Dental

- 100% **Diagnostic and Preventive Services** (Check-Ups and Routine Teeth Cleaning)
- Routine examinations - two per coverage year.
  - Routine dental cleaning (prophylaxis) - two per coverage year.
  - 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.
  - 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.
- 80% **Routine and Restorative Services** (Cavity Repair/Fillings and Tooth Extractions)
- 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.
  - Extractions and other oral surgery.
  - Emergency treatment for relief of pain.
- 80% **Endodontics** (Root Canals) and **Periodontics** (Gum and Bone Diseases)
- Root canals.
  - Treatment of diseases of the tissues supporting the teeth.
  - Periodontal maintenance cleanings.
- 50% **Major Services** (Crowns, Bridges, Dentures, and Implants)
- Crowns when teeth cannot be restored with another filling material.
  - Prosthetics - bridges, partial dentures, complete dentures, and implants.
- 50% **Orthodontics** (Braces)
- Treatment necessary for the proper alignment of teeth.
- Lifetime Orthodontic Benefit:** \$1,500 per person
- 80% **TMJ Services**
- Provides for intra-oral services provided for the treatment of dental symptoms associated with myofascial pain dysfunction (MPD) or malfunction of the temporomandibular (jaw) joint (TMJ).
- Lifetime TMJ Benefit:** \$500 per person

**Deductible:** \$50 per person per coverage year not to exceed \$150 per family. The deductible does not apply to Diagnostic, Preventive, or Orthodontic Services.

**Annual Maximum Benefit:** \$1,000 per person per coverage year. All services (except Orthodontics) are subject to the Annual Maximum Benefit and will not be paid if your Annual Maximum Benefit has been reached.

**Coverage Year:** July - June

New employees will be eligible on the first day of the month following 30 days of employment.

Dependent children are covered to age 26. There is no age restriction for unmarried dependent children who are full-time students.

## **Smile Smart for Your Health**

If you or someone on your dental policy has any of the following health conditions, you/they are eligible for additional benefits (per coverage year) through our Smile Smart for Your Health program.

- Gum (periodontal) disease (4 cleanings\*, 2 applications of fluoride varnish)
- Diabetes (4 cleanings\*)
- Pregnancy (1 additional cleaning during the time of pregnancy)
- High-risk cardiac conditions (4 cleanings\*)
- Kidney failure or undergoing dialysis (4 cleanings\*)
- Undergoing cancer-related chemotherapy and/or radiation  
(4 cleanings\*, 2 applications of fluoride varnish)
- Suppressed immune systems (4 cleanings\*, 2 applications of fluoride varnish)
- At risk for oral cancer (brush biopsy test for early detection of oral cancer/precancerous cells)

Let your dentist know and he/she will note the condition on your claim form. If you have questions regarding this program call customer service at 1-877-841-1478.

*\* Cleanings can either be a general (prophylaxis) cleaning or a periodontal maintenance cleaning. Periodontal maintenance cleanings are covered under the "Endodontics and Periodontics" category, not the "Diagnostic and Preventive Services" category. Your dentist may or may not charge for exams related to added periodontal maintenance or cleanings. The additional exams are not covered.*

# Definitions

**Abfraction** is a loss of tooth structure that is not caused by tooth decay, located along the gum line.

**Alternate benefit** is a 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 enrollee is eligible to receive for covered services in a coverage year. The annual maximum benefit is reached from claims paid in a coverage year. This amount is shown on the summary of benefits. Refer to the summary of benefits to see if you have a separate lifetime benefit for orthodontics (braces), TMJ, or implant services.

**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 the dental benefit plan's payment as well as the patient's deductible and/or co-insurance.

**Attrition** is a type of tooth wear caused by tooth-to-tooth contact, resulting in loss of tooth tissue.

**Benefits** are services covered under a dental plan.

**Caries** is a term that is used for tooth decay.

**COBRA** or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.

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

**Co-payment** is a fixed dollar amount paid each time certain covered services are received.

**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 white 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.

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

**Coverage year** is the 12-month period over which a group's deductibles, maximums and other provisions apply. This may or may not be the same as a calendar year. Also known as the benefit year. Your coverage year is shown on the summary of benefits.

**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 dollar amount you pay for covered services before benefits are available under this handbook. This amount is shown on the summary of benefits. The family deductible is reached from deductible amounts paid on behalf of any combination of members.

**Dependents** are a subscriber's spouse, and children (under age 19, unless otherwise noted on the summary of benefits).

**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 (EOB)** is a statement sheet that explains how your claim was processed, payment by Delta Dental, your payment 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 drug 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.

**Grievance** is any dissatisfaction with the services provided by your dentist expressed in writing by or on behalf of you or your covered dependent.

**HIPAA (Health Insurance Portability and Accountability Act of 1996)** is United States legislation that provides data privacy and security provisions for safeguarding medical information.

**ID number** is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.

**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.

**Late enrollee** is a subscriber or dependent that does not enroll in the plan when initially eligible.

**Lifetime maximum** means that, in a member's lifetime, total benefits are limited by dollar amount for the benefit category of orthodontics (braces). This amount is shown on the summary of benefits.

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

**Maximum plan allowance** is the amount that Delta Dental will pay for a service, supply, or dental procedure. The maximum plan allowance 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 plan allowance is based on information from the Delta Dental within that state.

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

**Open enrollment** is the once a year time period (usually the first month of your coverage year, as shown on the summary of benefits) in which an employee can enroll in the plan or make changes to their coverage (e.g. change from single coverage to family).



**Orthodontics** is the correction of misaligned teeth and jaw or the straightening of teeth, including the use of braces.

**Orthodontist** is a type of dentist who specializes in the correction of misaligned teeth and jaws, usually by applying braces.

**Oral surgeon** is a type of dentist who specializes in removing teeth, including impacted wisdom teeth, repairing 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 contracting dentist as payment in full. Delta Dental's payment is sent directly to the contracting dentist. To find a participating dentist go to [www.deltadentalsd.com](http://www.deltadentalsd.com). Click on "Find a Dentist" 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 specializes in the treatment of 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 or third party payee that pays for services rendered to a covered person before any other carrier.

**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 or third party payee 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** means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.

**Summary of benefits** is a summary of the benefits and limitations for dental services provided under the terms of your group's contract. If you do not have a copy of your summary of benefits, contact your human resources office.

**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 defined by the dental contract before benefits are covered.

**Wisdom tooth** is the adult molar tooth that is furthest back in the mouth. Also called a third molar. 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.

## **Choice of Provider Network**

Refer to your ID card to determine if you have a Delta Dental PPO Plus Premier<sup>SM</sup> plan or a Delta Dental Premier plan.

With a Delta Dental PPO Plus Premier<sup>SM</sup> dental plan you have access to two great Delta Dental networks which are described below. You simply go to the dentist of your choice.

Delta Dental Premier Providers and PPO Providers have agreed to accept Delta Dental's payment as the full payment for the benefit provided and will not charge you any fees other than your coinsurance, deductible, and any dental procedure not covered under this policy.

The Delta Dental Premier network offers you more flexibility in choosing a provider. If you have a Delta Dental PPO Plus Premier plan in most cases, you'll get the best out-of-pocket savings by choosing a Delta Dental PPO Provider. All Delta Dental providers submit claims to Delta Dental and Delta Dental will issue payment directly to the Delta Dental provider.

If you choose a non-participating dentist, they have not agreed to accept Delta Dental's payment or our discounted fees. You will be responsible for paying any fees over and above Delta Dental's payment and for making sure claim forms are completed and sent to us.

Finding a participating dentist is easy. Visit [www.deltadentalsd.com](http://www.deltadentalsd.com) or download our Mobile app. Click on Find a Dentist, select a network (Delta Dental Premier or Delta Dental PPO), and enter your city and state or zip code.

## **Participating Dentists**

Participating dentists signed an agreement with Delta Dental 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 go to a Delta Dental participating dentist you receive the following advantages:

- 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, co-insurance, or non-approved charge.
- Participating dentists agree to file a predetermination of benefits when you have a treatment plan exceeding \$750 or if the proposed treatment plan involves crown(s), bridgework, dentures, or implants.

## **Non-Participating Dentists**

When you receive services from a non-participating dentist, you will not receive any of the advantages that our agreement offers. As a result, when you go to a non-participating dentist, you will be responsible for the following:

- 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 dentist are not responsible for filing your claims. Claims must be received by Delta Dental within 12 months of the date the dental services are completed in order to receive your entitled benefits under this policy.
- 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 a 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.”)

## **Benefits**

### **Diagnostic and Preventive Services (Check-Ups and Teeth Cleaning)**

#### **Dental Cleaning (Prophylaxis)**

A standard tooth cleaning for the prevention of dental disease involving the removal of plaque, tartar (calculus), and staining.

*Limitation: Dental cleaning is a benefit twice per coverage year, unless otherwise noted on the summary of benefits.*

#### **Oral Evaluations (Exams)**

An inspection of the teeth and surrounding soft tissues of the oral cavity

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

#### **Fluoride Applications**

The delivery of fluoride to the teeth to protect them from dental cavities.

*Limitation: Fluoride applications are a benefit only when applied by dental professionals. Fluorides are a benefit twice per year for dependent children up to age 19, unless otherwise noted on the summary of benefits.*

#### **Dental X-Rays (Radiographs)**

Pictures of the teeth, bones, and soft tissues to help find problems with the teeth, mouth and jaw.

#### **Bitewing X-Rays**

Image of the upper and lower back teeth generally taken to check for decay between the teeth, show bone loss and/or dental infection.

*Limitation: Bitewing x-rays, regardless of the number taken, are a benefit twice per coverage year under age 19 and once per coverage year age 19 and over, unless otherwise noted on the summary of benefits.*

#### **Full-Mouth/Panoramic X-Rays**

A series of pictures or a single picture that show all of the teeth in one image as well as the surrounding bone and other structures taken by a dentist on the same service date.

*Limitation: Full-mouth or panoramic x-rays are a benefit once every five years, unless otherwise noted on the summary of benefits.*

#### **Occlusal and Extraoral X-Rays**

Pictures showing the roof or floor of the mouth.

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

### **Periapical X-Rays**

Pictures showing the entire tooth from the crown of the tooth to the root and the supporting bone around the tooth.

*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.*

### **Diagnostic Casts**

A cast model of a person's teeth that is used to guide in the treatment of corrective or restorative dentistry.

*Limitation: Diagnostic casts are only a benefit in conjunction with orthodontic treatment. The fee for the cast is included as part of the total orthodontic treatment cost.*

### **Sealant Applications**

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

*Limitation: Sealant applications are a benefit once per lifetime for unrestored 1st and 2nd permanent molars for eligible dependent children up to age 16, unless otherwise noted on the summary of benefits. Sealants for primary teeth, wisdom teeth, or teeth that have already been treated with an occlusal filling/restoration are not a benefit.*

### **Space Maintainers for Missing Primary Back Teeth**

A procedure that helps hold the space for a permanent tooth due to the early loss of a baby tooth.

*Limitation: Space maintainers are limited to the primary back teeth for eligible dependent children up to age 14.*

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

### **Emergency Treatment (Palliative Treatment)**

A short-term or temporary measure to relieve pain or infection.

### **Local and or General Anesthesia/Sedation**

A type of medication that results in the loss of ability to feel pain. General anesthesia/sedation that produces partial or complete unconsciousness.

*Limitation: Local anesthesia is considered a part of the dental treatment and as such is not a separate benefit.*

*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 and when billed by the treating dentist. It is not a benefit for restorative procedures.*

### **Routine (Minor) 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.*

*Limitation: Routine (Minor) fillings are covered once per surface in a 24 month period.*

*Limitation: Restorations for the main purpose of cosmetics or restoring a tooth due to wear, also known as 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.

*Limitation: A predetermination of benefits is strongly recommended for wisdom teeth (third molars) extractions as the removal of wisdom teeth may be required to meet medical necessity guidelines. The medically necessary requirements are as follows: Surgical removal of impacted third molars is limited to patients with evidence of pathology. This includes but not limited to, unrestorable caries, non-treatable pulpal and or periapical pathology, cellulitis, abscess, resorption of tooth or adjacent teeth, fractured tooth, teeth that involve cyst/tumors or teeth involving reconstructive surgeries. Predetermination is required. If medical necessary extractions of wisdom teeth is a part of this contract please see the summary of benefits.*

*Limitation: Other than the removal of teeth, most oral surgery procedures such as removal of tumor and repair or reconstruction of jaws or the joints in your jaw are considered a medical benefit and payable by your medical carrier.*

## **Endodontic Services (Root Canals)**

### **Apicoectomy/Periarticular Surgery**

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

### **Pulpotomy**

Removal of the innermost most center part of the tooth or the pulp of the root.

*Limitation: Pulpotomy is a covered benefit for baby (primary) teeth only.*

*Limitation: Pulpotomy is a benefit once per tooth.*

### **Retrograde Fillings**

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

*Limitation: This procedure is a benefit once per root.*

### **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 24 months from the completion of the original root canal and limited to one retreatment per tooth.*

## **Periodontal Services (Gum and Bone Diseases)**

Benefits for periodontal services are available only when billed for natural teeth. Procedures in this category require a predetermination of benefits.

### **Full Mouth Debridement (Difficult Cleaning)**

A deep cleaning of teeth to remove several years of plaque from the teeth. It is the gross removal of bacterial plaque and calculus (tartar) that interfere with the ability of the dentist to perform a comprehensive oral evaluation.

*Limitation: Full mouth debridement is benefited as a difficult dental cleaning. It is a once in a lifetime benefit provided you have no other history of a dental cleaning with Delta Dental of South Dakota.*

### **Non-Surgical (Conservative) Periodontal Procedures (Root Planing and Scaling)**

A non-surgical removal of bacterial plaque and tartar (calculus) from a tooth root to prevent or treat disease of the gum tissues and bone which support it.

*Limitation: Non-surgical (Conservative) periodontal procedures are a benefit once every 24 consecutive months for each quadrant of the mouth. Only two quadrants of root planing and scaling is allowable per visit. A quadrant is one of the four equal sections of the mouth into which the jaws can be divided.*

### **Surgical (Complex) Periodontal Procedures**

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

*Limitation: Surgical (Complex) periodontal procedures are a benefit once in 36 months for each quadrant of the mouth for natural teeth only. A quadrant is one of the four equal sections of the mouth into which the jaws can be divided.*

*Limitation: If a non-surgical periodontal procedure is followed by surgical periodontal procedures, a minimum of four weeks must lapse for healing purposes before the surgical procedure will be a benefit.*

### **Bone Grafts**

A surgical procedure that replaces missing bone.

*Limitations: Bone grafts are only a covered benefit for natural teeth. They are not a benefit for extraction sites or in conjunction with implants.*

### **Periodontal Maintenance Therapy**

Includes various maintenance services following either surgical or non-surgical periodontal procedures such as but not limited to pocket depth measurement, dental cleaning of natural teeth, removal of stain, and root planing and scaling or other surgical periodontal procedures.

*Limitation: This procedure must follow conservative or complex periodontal therapy and is allowable twice per coverage year. If this procedure is performed, it replaces the dental cleaning benefit (prophylaxis) described under Diagnostic and Preventive Services earlier in this section. If there is no active periodontal therapy, this procedure will be benefited as a routine dental cleaning.*

## **Major Restorations (Single Crowns (Cast or Indirect), Inlays and Onlays)**

### **Major Restorations for Complicated Tooth Decay or Fracture**

Restoring a tooth with an indirect or cast filling when the tooth cannot be restored with a silver (amalgam) or tooth colored (composite) filling.

*Limitation: Procedures in this category are available once every five 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, denture (partial or complete), or implant crown. Procedures in this category are not a program benefit under age 12.*

### **Build-ups**

A restorative procedure where a missing portion of the tooth is required to be restored with a filling in order to support a crown restoration.

*Limitation: Build-ups are a covered benefit only when necessary to retain/support a crown. If a tooth can be restored with a routine filling, the build-up and crown will not be a covered benefit.*

### **Crowns - Single Restoration Only**

A dental crown is a tooth-shaped "cap" that is placed over a tooth to help restore its shape, size and strength. Crowns can be made of various materials. 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 wear (attrition, abrasion, erosion, and abfractions) are not a benefit.*

*Limitation: 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 cannot be restored with a routine filling. If sufficient tooth structure remains, benefits are not allowed.*

*Limitation: Coverage for an all porcelain/indirect resin or synthetic crown (non-metal) is limited to the six front (anterior) teeth on both the upper and lower jaw/arch. When an all porcelain crown is provided on teeth other than the six anterior, an alternate allowance for porcelain to metal crown will be benefited on the bicuspids and 1<sup>st</sup> molars and an all metal (cast) crown will be benefited on the 2<sup>nd</sup> and 3<sup>rd</sup> molars.*

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

*Limitation: Replacement of a crown due to a porcelain fracture is not a covered benefit.*

*Limitation: Crowns placed due to a fracture line without actual tooth structure missing is not a contract benefit.*

*Limitation: 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/occlusion, or restoring a tooth due to allergies, attrition, abrasion, erosion and abfractions are not a covered benefit. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.*

### **Inlay Restorations**

A restoration (typically gold, porcelain or resin) processed outside the mouth and then fixed into a cavity inside the tooth. Inlays are done on back teeth.

*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.*

### **Onlay Restorations**

A restoration similar to an inlay, but unlike an inlay an onlay replaces or covers a cusp of the tooth. The same criteria for benefiting a crown applies to an onlay.

### **Post and Core**

A dental procedure that is used to prepare a tooth for a cast restoration after a root canal when there is insufficient retention to place the cast restoration.

*Limitation: This procedure is a covered benefit once in a five year period from the date the previous post and core or core build-up was cemented in place.*

### **Recementation of Major Restorations**

*Limitation: Benefits are limited to once per lifetime per tooth.*

## **Prosthetics (Fixed Bridges, Dentures, and Implants)**

### **Prosthetics – Fixed or Removable (Bridges, Dentures, and Implants)**

Prosthetics are fixed bridgework, partial or complete dentures, and implants used to replace missing permanent teeth.

*Limitation: Bridges, dentures (partial or complete), denture rebase and implants are a benefit once every five years from the date of initial placement and then only if the existing prosthetic is unserviceable whether or not Delta Dental paid for the original dental procedure under this plan. Fixed bridges and partial/complete dentures or implants are provided when chewing function is impaired due to missing teeth.*

*Limitation: 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. Bridge repairs are also covered.

*Limitation: Bridges which are supported by dental implants are limited to the amount paid for a conventional bridge supported by natural teeth. Dental implants are not a benefit unless noted on the summary of benefits.*

## **Dentures (Complete and Partial)**

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

*Limitation: Temporary dentures (Complete or Partial) are not a covered benefit.*

*Limitation: Dentures which are supported by surgically placed dental implants will be limited to the amount paid for a conventional complete denture. Dental implants are not a benefit unless noted on the summary of benefits.*

## **Denture Adjustments**

*Limitation: Denture adjustments are limited to two per denture per coverage year after six months has elapsed since initial placement.*

## **Denture (Complete and Partial) Relines**

*Limitation: Denture relines will be limited to once every three years after six months initial placement.*

## **Denture (Complete and Partial) Rebases**

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

## **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.

*Please check the summary of benefits to know if your policy covers implants.*

## **Tissue Conditioning**

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

## **Orthodontics (Braces)**

Orthodontics are services for the proper alignment of teeth.

*Predetermination of benefits is required before starting any orthodontic care as "medical necessity" may apply to the contract. Medically necessary orthodontic services are related to and an integral part of the medical and surgical correction of a functional impairment resulting from a congenital defect or anomaly such as but not limited to the correction of a congenital defect like cleft palate, etc. If medically necessary orthodontic care is part of this contract, it will be listed on your summary of benefits.*

*Limitation: Please refer to the summary of benefits to see if you have this coverage.*

*Limitation: Surgical exposure of impacted or unerupted teeth for orthodontic reasons are not covered unless you have orthodontic coverage.*

*Limitation: Invisalign orthodontic treatment is considered optional treatment. If provided, the benefit will be approved for standard orthodontic care and you will be responsible for any difference in fee.*

When an orthodontic treatment plan is submitted and approved, Delta Dental of South Dakota will make an initial payment of up to \$1,000. If your lifetime orthodontic maximum (see the summary of benefits) is greater than \$1,000, a second payment will be made 12 months later as long as coverage still exists.



If orthodontic treatment is stopped for any reason before it is completed, Delta Dental of South Dakota will only pay for services and supplies actually received. No benefits are available for charges made after treatment stops.

Delta Dental's payment for treatment in progress extends only to the months of treatment received while covered under the plan. Delta Dental will determine the months eligible for coverage.

### **Diagnostic Cast**

*Limitation: Diagnostic cast is a benefit only in conjunction with orthodontic treatment. The fee for the cast is included as a part of the total orthodontic treatment cost.*

## **Exclusions**

The exclusions in this section are not benefits. 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.

### **Allergies**

You are not covered for restorations or procedures 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.

### **Appliances, restorations, or procedures for:**

- increasing vertical dimension;
- restoring occlusion;
- correcting harmful habits;
- replacing tooth structure lost by attrition, abrasion, erosion and abfractions;
- correcting congenital or developmental malformations;
- temporary dental procedures;
- splints, unless necessary as a result of accidental injury;

### **Athletic mouth guards**

You are not covered for the construction or repair of any athletic mouth guard.

### **Broken or missed appointments**

You are not covered for any charges for failure to keep a scheduled visit with your dental provider.

### **Cleaning of prosthetic appliance**

Your plan does not cover the cost of cleaning removable partials or dentures.

### **Completion of form**

Your plan does not cover any charges to complete forms.

### **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 unless otherwise noted on the summary of benefits.

### **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.

**Consultation charges**

The charge for a practitioner's opinion or advice given in-person, by phone or other electronic means is not a covered service.

**Controlled release device (antimicrobial agents)**

The use of localized delivery of antimicrobial agents as part of the overall management of periodontal disease is not a covered benefit.

**Correction of occlusion**

You are not covered for the correction of occlusion when performed with prosthetics and restorations involving occlusal surfaces.

**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 or the treatment of dental disease.

**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, wear, (attrition, abrasion, erosion and abfractions). Crowns placed on anterior teeth for endodontic purposes only are not a benefit. Crowns placed prior to actual failure of the tooth is not a benefit. Crowns placed for fracture lines (craze lines) are not a benefit.

**Dental procedures:**

- Provided by other than a dentist or licensed hygienist employed by a dentist.
- To treat injuries or diseases caused by riots or any form of civil disobedience.
- To treat injuries sustained while committing a criminal act.
- To treat injuries intentionally inflicted.
- In cases for which, in the professional judgment of the attending dentist, a satisfactory result cannot be obtained.

**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**

Your plan does not cover any charges for the duplication of dentures.

**Duplication of dental records**

Your plan 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.

**Government programs**

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

**Health or medical plan**

Services for which a benefit is provided by a health or medical plan.

**Incomplete services**

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

**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 or covered under a medical plan. These may include, but are 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 received while you are on active status in the military services.

**Night guard/occlusal guards**

Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction. Refer to the summary of benefits sheet.

**Non-standard dental treatment and procedures**

There is no coverage for services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.

**Orthodontic appliances repair or replacement**

Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.

**Payment responsibility**

You are not covered for services or supplies when someone else has the legal obligation to pay for your care.

**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, unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits.

**Periodontal splinting**

You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including but not limited to crown/bridge restorations.

**Prevention control programs**

Preventive control programs including but not limited to oral hygiene instructions, caries susceptibility tests, dietary control, tobacco counseling, and home care medicaments are not a covered benefit.

**Provisional (temporary) crowns, bridges, dentures, partials or implants**

You are not covered for services or supplies for provisional (temporary) crowns, bridges, dentures, partials or implants.

**Pulp caps (Direct or Indirect)**

You are not covered for any pulp cap procedures.

**Sealants for primary teeth, wisdom teeth, or restored teeth**

You are not covered for sealants for primary teeth, wisdom teeth, or teeth that have already been treated with an occlusal restoration. Coverage only applies to 1<sup>st</sup> and 2<sup>nd</sup> permanent molars, non-decayed, non-restored up to age 16. This is a once in a lifetime benefit per eligible tooth.

**Services provided in other than an 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.

**Taxes**

Provider tax, state sales tax, or medical tax is not a covered benefit.

**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, unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits.

**Termination**

Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's 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 anyone other than a licensed dentist or a licensed hygienist employed by the dentist.

**Waiting period**

You are not covered for any service started during a waiting period.

**Workers' compensation**

You are not covered for dental procedures, supplies, treatments or any other services to treat injuries or conditions compensable under workers' compensation or employer's liability laws.

## **Filing Claims**

Once you receive dental services, Delta Dental needs 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.

**Claim forms**

A participating dentist will submit claims for you. If you receive services from a non-participating dentist you may need to file your own claim. To request a claim form contact us at 1-877-841-1478 or click here:

<http://www.deltadentalsd.com/documents/d101639.aspx?type=view>

From our website, [www.deltadentalsd.com](http://www.deltadentalsd.com) click on “Subscribers”, then “Claim Form”.

Mail the claim form to:

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

### **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. Delta Dental makes payment only upon final completion of a service. For example, we will send payment when: a permanent crown, bridge, partial or denture is placed, not the temporary procedure placed prior to you receiving the final treatment procedure. Delta Dental will not pay claims submitted more than 12 months after the date the service was provided.

### **Reasons your claim may be denied**

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

- Procedures must be dentally necessary or appropriate and meet national accepted standards of dentistry.
- Procedures must be a benefit. See Exclusions section.
- Procedures may have limitations associated with them. For example, teeth cleaning is covered twice per coverage year. More frequent teeth cleaning is not always 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.
- The annual maximum benefit may have been reached. See the summary of benefits.
- The waiting period of the contract may not have been satisfied.
- The patient is not eligible at the time of service.
- Any difference between the charge and what Delta Dental allows. Please note: This only applies if you receive services from a non-participating dentist.

## **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 \$750 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 to pay. Your dentist will receive a predetermination of benefits voucher 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 predetermination voucher, 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 and approve or pay according to the group contract.
- Provide an alternate benefit allowance in accordance with the dental benefits of your group.
- Deny the treatment plan due to one of the following:
  - the procedure is not a benefit under your policy;
  - Delta Dental did not receive all the necessary documentation to determine the benefit(s);
  - you did not receive an evaluation after we asked you to; or
  - the procedure is not dentally necessary and appropriate.

## Reconsideration

If Delta Dental denies any or all of the proposed treatment on your claim, you and/or your dentist can request reconsideration. The request should be in writing along with any additional documentation that may be available. Do not have the dental office submit the claim again. Enclose a copy of the predetermination of benefits or a copy of the explanation of benefits with the written request describing the problem. If necessary, Delta Dental may ask you to get an evaluation from one of our Regional Dental Consultants. This process is known as Level I of the appeals process outlined in the Appeals section of this handbook.

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

## Coordination of Benefits

### Filing when you have other coverage

Coordination of benefits is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given treatment plan. Dual coverage does not affect benefit frequency limitations (i.e. If you are covered under two policies and each policy allows for two exams and two cleanings per year you will only be eligible for two exams and two cleanings, not four exams and four cleanings).

If a subscriber or eligible dependent is covered for dental benefits or services by another dental contract, arrangement, or insurance policy, Delta Dental's liability for payment will be determined on the following basis:

1. The benefits of the plan which covers the person as an employee, member or subscriber are determined before those of the plan which covers the person as a dependent;
2. If two or more plans cover the same child as a dependent of different persons:
  - a. The benefits of the plan of the parent whose birthday\* falls earlier in a year are determined before those of the plan of the parent whose birthday\* falls later in that year;
  - b. If both parents have the same birthday\*, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time;
  - c. If the other plan does not have the rule described in section 2.1 but has a rule based upon the gender of the parent and, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits;
3. If two or more plans cover a person as a dependent child of divorced or separated parents and there is no court order specifying primary insurance, benefits for the child are determined in the following order:

- a. The plan of the parent with custody of the child
- b. The plan of the spouse of the parent with custody of the child
- c. The plan of the parent not having custody of the child
- d. There are no benefits available under the plan of the spouse of the parent without custody of the child

If the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, the benefits of that plan are determined first.

\*The term "birthday," as used in this section, means the month and day, rather than the year, in which the person was born.

### **Right to receive and release needed information**

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

### **Right of recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under coordination of benefits, it may recover the excess, at its option, from one or more of: (1) the persons it has paid or for whom it has paid; (2) insurance companies; or (3) other organizations. The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **Eligibility**

### **Covered employee**

You are eligible for coverage under your group's contract - while you are a regular employee of the group, you average the number of hours as determined by the group's contract, and you have completed any waiting period indicated on the summary of benefits. You may also be covered by your group's contract if you no longer meet these conditions but have elected to continue coverage as described in the Continued Coverage (COBRA) section of this handbook.

### **Covered dependents**

The following persons may be covered under your group's contract as your dependents.

1. Your lawful spouse.
2. Your dependent children including step- and adopted children and children placed for adoption with you. See the summary of benefits for child and student age limitations.
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 plan when they are not attending school (i.e. if they take a semester off). Full-time students will not be covered during the summer if they do not resume school as a full-time student in the fall (unless your employer has determined otherwise).
4. Children dependent on you because of physical or mental incapacity.
5. Dependents in military service are not covered by your group's contract.

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

### **Effective dates of coverage**

You are covered by your group's contract beginning on the first day the contract becomes effective or as determined by your group's contract. Your eligible dependents are covered beginning on the first day you become covered under your group's contract if you elect coverage for them. Changes in enrollment due to birth or adoption must be received by Delta Dental within 60 days of the birth or adoption. An eligible employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The eligible employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

### **Changes in coverage**

You may change your enrollment in this dental plan if you experience a qualifying event such as a change in marital status, the acquisition of a dependent or the loss of coverage through your spouse's plan. 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 if an open enrollment period is offered by the group. Elective coverage changes can be considered by Delta Dental only at that time. Notices. Notice to your employer or Delta Dental will be considered sufficient if mailed to each party's regular office address. Notices to you, as a subscriber, will be considered sufficient if mailed to your last known address or the last known address of your group. It is the responsibility of your group to notify you regarding changes or termination of your coverage.

### **Termination of coverage**

Your coverage and that of your covered dependents ceases on the day you or your covered dependents are no longer eligible (check with your employer) or the day your group's contract is terminated. If you or your dependents lose eligibility under the plan, you or your dependents may elect to continue coverage as described in the Continued Coverage (COBRA) section of this handbook.

### **Qualified Medical Child Support Order (QMCSO)**

If you have a dependent child and your employer receives a Medical Child Support Order recognizing the child's right to enroll in this benefit plan, your employer will promptly notify both you and the dependent that the order has been received. Your employer also will inform you and the dependent of the employer's procedures for determining whether the order is a Qualified Medical Child Support Order. Within a reasonable time after receiving the order, your employer will decide whether the court order is a qualified Medical Child Support Order and will notify you and the dependent of that determination.

## **Continued Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows you to self-pay for continued dental coverage in certain circumstances where your coverage through a group dental plan would otherwise end. This section outlines your continued dental coverage rights under the COBRA legislation.

### **Qualifying event for continued coverage**

A qualifying event is an occurrence causing a covered employee, spouse or dependent to lose group dental coverage, qualifying them for continued coverage under the COBRA extension.

### **Continued coverage for employees**

Continued coverage is an option for employees if any of the following qualifying events occurs: Termination of employment (voluntary or involuntary, except for reasons of gross misconduct) or reduction of hours.

### **Continued coverage for the spouse of an employee**



Continued coverage for the spouse of an employee is an option if coverage is lost because any of the following qualifying events occur:

- Death of the spouse-employee.
- Termination of the spouse-employee's job for other than gross misconduct.
- Reduction of the spouse-employee's hours.
- Divorce or legal separation from the spouse-employee.
- Enrollment of the spouse-employee in Medicare.

### **Continued coverage for a dependent child**

Children born to or adopted by an employee while the employee is on COBRA continuation coverage are eligible for COBRA continuation coverage as dependents of the employee. Continuation coverage for a dependent child of an employee is an option if any of the following qualifying events occur:

- No longer a dependent child as defined by this dental plan.
- Death of the parent-employee.
- Termination of the parent-employee's job for other than gross misconduct.
- Reduction of the parent-employee's hours.
- Divorce or legal separation of the parents.
- Parent-employee is enrolled in Medicare.
- The child is born to or adopted by the employee while the employee is on continued coverage.

### **Length of continued coverage**

Your dental care coverage may continue according to the following schedule:

18 months: If qualifying event is job termination or reduction of hours.

29 months: For qualified beneficiaries who are totally disabled under Social Security either at the time of the qualifying event or during the first 60 days of COBRA continuation coverage.

36 months: For all other qualifying events (including death, divorce and over age dependent).

### **Notification process**

Your employer will advise Delta Dental if you lose coverage under this dental plan due to one of the qualifying events listed. You will be notified of your self-pay options and the dental plan's monthly costs. You will then have up to 60 days to decide whether to purchase continued coverage.

If your spouse or dependent child loses coverage due to one of the qualifying events listed, the person seeking the coverage extension must notify your employer. This individual will be informed of his or her self-pay options and will have 60 days from the qualifying event or notice of the qualifying event to decide whether to purchase the coverage.

### **Termination of continued coverage**

Continued coverage following a qualifying event is a right provided by COBRA legislation. It is important to note, however, that continued dental coverage can be terminated for any of these reasons:

- An individual fails to make a timely premium payment.
- The employer ceases to offer a group dental plan.
- Coverage begins under another group dental plan as a result of employment or remarriage.
- An individual enrolls in Medicare after electing COBRA continuation and then becomes qualified for Medicare.
- A qualified beneficiary finds new coverage, unless the new coverage contains a pre-existing condition limitation that affects the benefits available to the qualified beneficiary under the new coverage.

A person with continued dental coverage who finds new coverage with a pre-existing limitation will be allowed to maintain the continued coverage even though he or she is otherwise covered by a new dental plan.

## **Rights of Recovery (Subrogation)**

Delta Dental has the right to recover claim payments made to you, or on your behalf, 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 negligence, or wrongful acts or omissions by any person, including but not limited to subscribers, dentists, dental assistants, dental hygienists, hospitals or hospital employees receiving or providing services. In no instance is Delta Dental liable for services or facilities that, for any reason, are unavailable to you.

## **Appeals (Adverse Benefit Determination)**

You have the right to appeal a denied claim or adverse benefit determination. Adverse benefit determinations are decisions Delta Dental make that results in denial, or reduction of the paid amount. Either you, your treating provider or an authorized representative appointed by you may file the appeal directly with us. You will be required to identify to Delta Dental in writing your authorized representative. Appeals must be received within 180 days of the original benefit determination and/or payment of the claim.

### **What can be appealed?**

- Service(s) that Delta Dental did not approve.
- Service(s) that Delta Dental did not pay.
- Service(s) determined by Delta Dental not "medically necessary".

### **What cannot be appealed?**

- How to apply your claim or services to your plans deductible.
- The rate increase you may have received under your policy.
- The payment or authorization for services that are listed as not covered under your policy.
- When your lifetime or annual maximum benefit has been reached.

Customer service representatives are available during regular business hours to answer your questions. You can reach us at 1-877-841-1478. If the matter cannot be resolved to your satisfaction based on a telephone call, our internal appeals process is available to you. A representative will provide you with the necessary form to submit your appeal to us.

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

- Name, address and daytime telephone number;
- The subscriber identification number and group number (as shown on the ID card)
- The patient's name, address and daytime telephone number; and
- The date of service, name and address of the dentist who provided the service.

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

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

Please send your request for appeal of an adverse benefit determination to:

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

## **Grievances**

If you are dissatisfied with the service received from your dental provider we urge you to communicate directly with them. Providers welcome the opportunity to address your questions and concerns.

If you are not able to resolve your issues or concerns after having communicated with your provider please call Delta Dental's customer service during regular business hours for assistance. If the customer service representative is unable to resolve your concerns to your satisfaction you may file a grievance with us. A form will be provided to you by Delta Dental. Your grievance should include the following information:

- Name, address and daytime telephone number;
- The subscriber identification number and group number (as shown on the ID card);
- A detailed written description of your concern so that we may fully understand and respond to it. Include any documentation you feel will help or support your concern.

Fax (605-494-2566) or mail your written grievance to:

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

Delta Dental will send you a written determination within 30 days of receipt of your grievance. Submissions involving severe pain and/or imminent and serious threat to your health will be reviewed and responded to immediately.

You may also submit your grievance to the South Dakota Division of Insurance without first following Delta Dental's grievance process.

Department of Labor and Regulations  
Division of Insurance  
124 S Euclid Ave  
Pierre, SD 57501  
605-773-3563, Fax 605-773-5369  
Email: insurance@stte.sd.us

# **ERISA Rights**

Your rights concerning your coverage may be protected by the Employee Retirement Income Security Act of 1974 (ERISA). Any employee benefit plan established or maintained by an employer or by an employee organization or both is subject to this federal law unless the benefit plan is a governmental or church plan as defined in ERISA. *If ERISA applies to your group, you will want to read this section.*

## **Your ERISA rights**

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you will be entitled to:

- Examine certain plan documents and copies of documents (such as annual reports) filed by the plan administrator with the United States Department of Labor. You may examine these documents at the plan administrator's office or at specified locations. You will not be charged to examine these documents.
- Obtain copies of certain plan documents from the plan administrator upon written request. The plan administrator may request a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report if your employer or group sponsor has 100 or more participants in your plan. The plan administrator is required by law to furnish you with a copy of this summary annual report.

## **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, spouse or dependent if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this handbook on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months after your enrollment date in your coverage.

## **The responsibility of your employee benefit plan**

In addition to creating rights for you and other participants, ERISA imposes duties upon the people responsible for the operation of your employee benefit plan. The people responsible are called *fiduciaries* of the plan. Fiduciaries have a duty to operate your employee benefit plan prudently and in the interest of you and your family members. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a covered benefit or exercising your rights under ERISA. If your claim for a covered benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to request a review and reconsideration of your claim.

## **Steps you can take to enforce your rights**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request the plan document from the plan administrator and do not receive it within 30 days, a federal court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the document, unless the document was not sent because of matters reasonably beyond the control of the plan administrator.

If you have a claim for benefit which is denied or ignored (in whole or in part), you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Who to contact when you have questions**

If you have any questions about your plan, you should contact the plan administrator, i.e. your employer or group sponsor. If you have questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Information, Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Information  
U.S. Department of Labor  
200 Constitution Ave NW  
Washington, DC 20210

## **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.

### **Confidentiality of your health care information**

This section is required by law to inform you of how Delta Dental protects the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as individually identifiable information regarding a patient's health care history, mental or physical condition or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We follow the privacy practices described in this section and federal and state privacy requirements that apply to our administration of your benefits. Delta Dental reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website. A copy may be requested anytime by contacting the address or phone number at the end of this section. You should receive a copy of this notice at the time of enrollment in a Delta Dental program and will be informed on how to obtain a copy at least every three years.

### **Permitted uses and disclosures of your PHI**

#### **Uses and disclosures of your PHI for treatment, payment or health care operations**

Your explicit authorization is not required to disclose information about yourself, or for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Delta Dental to administer your benefits, and who have signed a contract agreeing to protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. *For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your provider.*
- Uses and/or disclosures of PHI for payment. *For example, Delta Dental may use and disclose your PHI to bill you or your plan sponsor.*

- Uses and/or disclosures of PHI for health care operations. *For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of providers.*

### **Other permitted uses and disclosures without an authorization**

We are permitted to disclose your PHI upon your request or to your authorized personal representative (with certain exceptions) when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental may disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
- Subpoena in a civil action;
- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations.

Some other examples include:

- To notify or assist in notifying a family member, another person, or a personal representative of your condition;
- To assist in disaster relief efforts; to report victims of abuse, neglect or domestic violence to appropriate authorities;
- For organ donation purposes;
- To avert a serious threat to health or safety;
- For specialized government functions such as military and veterans activities;
- For workers' compensation purposes;
- With certain restrictions, we are permitted to use and/or disclose your PHI for underwriting, provided it does not contain genetic information. Information can also be de-identified or summarized so it cannot be traced to you and, in selected instances, for research purposes with the proper oversight.

### **Disclosures Delta Dental makes with your authorization**

Delta Dental will not use or disclose your PHI without your prior written authorization unless permitted by law. You can later revoke that authorization, in writing, to stop the future use and disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental

### **Your rights regarding PHI**

#### **You have the right to request an inspection and obtain a copy of your PHI.**

You may access your PHI by contacting Delta Dental at the address at the bottom of this section. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Delta Dental as noted below if you have questions about access to your PHI.

**You have the right to request a restriction of your PHI.**

You have the right to ask that we limit how we use and disclose your PHI, however, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency. If we accept your request, we will put our understanding in writing.

**You have the right to correct or update your PHI.**

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact our privacy officer as noted at the end of this section if you have questions about amending your PHI.

**You have the right to opt-out of Delta Dental using your PHI for fundraising and marketing.**

Delta Dental does not use your PHI for either marketing or fundraising purposes. If we change our practice, we must give you the opportunity to opt-out. We may send you newsletters or information regarding your dental program.

**You have the right to request or receive confidential communications from us by alternative means or at a different address.**

To further protect your privacy, you have a right to ask that we communicate with you in a certain way or alternative means. For example, you can ask that we contact you at work or send mail to a post office box. Please make this request in writing to the address noted at the end of this notice. If you make this special request, you must give us an alternative address or method of contacting you.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI.**

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. Please contact us at the number at the end of this section if you would like to receive an accounting of disclosures or if you have questions about this right.

**You have the right to get this notice by e-mail.**

A copy of our Notice of Privacy Practices is posted on the Delta Dental website. You may also request an email copy or paper copy of this notice by calling our customer service number listed at the end of this section.

**You have the right to be notified following a breach of unsecured protected health information.**

Delta Dental will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.

**Complaints**

You may file a complaint to Delta Dental and/or to the U. S. Secretary of Health and Human Services if you believe Delta Dental has violated your privacy rights. Complaints to Delta Dental may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

## **Contacts**

You may contact Delta Dental at 1-877-841-1478, or you may write to Delta Dental, P.O. Box 1157, Pierre, SD 57501, for further information about the complaint process or any of the information contained in this section.

## **Summary of Changes to this notice** (effective September 23, 2013):

- Updated Delta Dental's duty to notify affected individuals if a breach of their unsecured PHI occurs.
- Clarified that Delta Dental does not and will not sell your information without your express written authorization.
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above).

## **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.

### **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.