



# BENEFITS CERTIFICATE DELTA DENTAL OF IOWA

DELTA DENTAL PPO PLUS PREMIER<sup>®</sup>

THE UNIVERSITY OF IOWA

Original Benefit Effective Date: 01/01/2017  
Benefit Plan Year: 01/01/2021  
Electronic Date: 03/24/2021  
Form Number: PPOCERT-1012



# INTERPRETING THIS BENEFITS CERTIFICATE

It is important that you understand all parts of this Benefits Certificate (Certificate) to get the most out of your coverage. To help make the information easier to understand, we use the words *you* and *your* to refer to you and your other eligible Covered Persons who qualify for coverage under this Certificate. *We, us, and our* refer to Delta Dental of Iowa.

We will interpret the provisions of this Certificate and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this Certificate. If any benefit in this Certificate is subject to a determination of dental necessity and dental appropriateness, we will make that factual determination. Our interpretations and determinations are final and conclusive.

In this Certificate we sometimes refer to certain laws and regulations. Laws and regulations can and do change from time to time. If you have a question as to how laws and regulations may apply to your coverage please contact your employer or group sponsor.

To administer your benefits properly, there are certain rules you must follow. Different rules appear in different sections of your Certificate. We urge you to become familiar with the entire Certificate.



# TABLE OF CONTENTS

Summary of Benefits and Payment.....	5
Important Information.....	7
What You Should Know About Delta Dental Dentists.....	7
What You Should Know About Dentists Who Do Not Participate With Delta Dental.....	8
Questions We Ask When You Receive Dental Care.....	9
Our Payment Policy.....	11
Understanding Payment Vocabulary.....	11
Understanding Amounts You Pay To Share Costs.....	12
Helping When You Have Questions.....	13
Benefits.....	14
Check-Ups And Teeth Cleaning.....	14
Cavity Repair And Tooth Extractions.....	16
Root Canals.....	17
Gum And Bone Diseases.....	18
High Cost Restorations.....	19
Dentures And Bridges.....	20
Straighter Teeth.....	20
Other Covered Services.....	21
Services Not Covered.....	22
The Notification Program.....	24
The Approval.....	24
The Treatment Plan.....	24
The Treatment Plan Review.....	25

Filing Claims..... 26

    When To File Your Claim..... 26

    Filing When You Have Other Coverage..... 26

    Appealing A Denied Claim..... 28

Your Certificate ..... 30

    Coverage Eligibility..... 30

        When Coverage Begins..... 30

        Types of Coverage..... 30

        Eligible Child(ren) Coverage Terminates ..... 31

        Qualified Medical Child Support Order (QMCSO)..... 31

        When Coverage Ends..... 32

        Continued Coverage (COBRA) ..... 32

    Coverage Changes ..... 34

        Events Changing Coverage ..... 34

        Notification Of Change ..... 34

        Authorized Certificate Changes ..... 35

    Coverage Termination ..... 35

        Effects Of Termination..... 35

    Our Right To Recover Payments ..... 35

        Payment In Error ..... 35

        Subrogation ..... 35

    Other Information ..... 36

# SUMMARY OF BENEFITS AND PAYMENT

The information on this page summarizes your benefits and payment obligations. For a detailed description of specific benefits and benefit limitations, see the IMPORTANT INFORMATION and BENEFITS sections of this Certificate.

	<b>PPO</b>	<b>PREMIER</b>	<b>NON-PAR</b>
<b>Annual Maximum</b>	\$2,000	\$2,000	\$2,000
<b>Benefit Categories</b>	<b>COINSURANCE</b>		
<b>Check-Ups and Teeth Cleaning</b> (Diagnostic and Preventive Services) <ul style="list-style-type: none"> <li>1. Dental Cleaning</li> <li>2. Oral Evaluation</li> <li>3. Fluoride Applications</li> <li>4. X-rays</li> <li>5. Sealant Applications</li> <li>6. Space Maintainers</li> <li>7. Maintenance Therapy</li> </ul>	00%	00%	00%
<b>Cavity Repair and Tooth Extractions</b> (Routine and Restorative Services) <ul style="list-style-type: none"> <li>1. Emergency Treatment</li> <li>2. General Anesthesia/Sedation</li> <li>3. Restoration of Decayed or Fractured Teeth</li> <li>4. Limited Occlusal Adjustment</li> <li>5. Routine Oral Surgery</li> </ul>	00%	20%	20%

	<b>PPO</b>	<b>PREMIER</b>	<b>NON-PAR</b>
<b>Root Canals</b> (Endodontic Services) <ol style="list-style-type: none"> <li>1. Apicoectomy</li> <li>2. Direct Pulp Cap</li> <li>3. Pulpotomy</li> <li>4. Retrograde Fillings</li> <li>5. Root Canal Therapy</li> </ol>	10%	20%	20%
<b>Gum and Bone Diseases</b> (Periodontal Services) <ol style="list-style-type: none"> <li>1. Conservative Procedures</li> <li>2. Complex Procedures</li> </ol>	10%	20%	20%
<b>High Cost Restorations</b> (Cast Restorations) <ol style="list-style-type: none"> <li>1. Cast Restorations               <ol style="list-style-type: none"> <li>a. Crowns</li> <li>b. Inlays</li> <li>c. Onlays</li> <li>d. Posts and Cores</li> </ol> </li> </ol>	10%	20%	20%
<b>Dentures and Bridges</b> (Prosthetics) <ol style="list-style-type: none"> <li>1. Bridges</li> <li>2. Dentures</li> <li>3. Repairs and Adjustments</li> <li>4. Implants</li> </ol>	10%	20%	20%
<b>Straighter Teeth</b> (Orthodontics)	50%	50%	50%



# IMPORTANT INFORMATION

Your Delta Dental PPO<sup>SM</sup> coverage is administered by Delta Dental of Iowa. By encouraging preventive care, this dental program is designed to help contain dental costs. The key component of the Delta Dental PPO Program is our panel of Delta Dental PPO Dentists, hereafter referred to as “PPO Panel Dentists”. You may seek care from almost any dentist you wish. However, there are usually advantages when you receive services from PPO Panel Dentists or Participating Delta Dental Dentists. “Participating Delta Dental Dentists,” in this Certificate, are dentists who participate with Delta Dental of Iowa or their local Delta Dental Member Company’s Premier Program, but do not participate as a PPO Panel Dentist.

Your payment responsibilities are also outlined in this section of your Certificate. How much you pay for Covered Services depends on the benefit category of the service you receive and the dentist you receive services from. It is most often to your financial advantage to receive services from a PPO Panel Dentist or a Participating Delta Dental Dentist.

## **WHAT YOU SHOULD KNOW ABOUT PPO PANEL DENTISTS**

We have contracting relationships with PPO Panel Dentists throughout the state. Our contracts with PPO Panel Dentists include a PPO Schedule. See UNDERSTANDING PAYMENT VOCABULARY later in this section. This PPO Schedule usually results in savings to you. When you receive services from PPO Panel Dentists who participate with Delta Dental of Iowa or any other Delta Dental Member Company, all of the following statements are true:

- PPO Panel Dentists agree to accept their local Delta Dental Member Company’s PPO Schedule, which may result in savings.
- Your deductible or coinsurance responsibility may be *less* for Covered Services you receive from a PPO Panel Dentist than it would be from a Participating Delta Dental Dentist or a nonparticipating dentist.
- PPO Panel Dentists agree to file claims for you.
- We settle claims directly with PPO Panel Dentists. You are responsible for any deductible and coinsurance amounts you may owe. See UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS later in this section.
- PPO Panel Dentists agree to handle the notification program for you. See THE NOTIFICATION PROGRAM section.

- PPO Panel Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's PPO Schedule for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

## **WHAT YOU SHOULD KNOW ABOUT PARTICIPATING DELTA DENTAL DENTISTS WHO ARE NOT PPO PANEL DENTISTS**

We have contracting relationships with Participating Delta Dental Dentists throughout the state. Our contracts with Participating Delta Dental Dentists include payment arrangements based on Delta Dental's Maximum Plan Allowance. See UNDERSTANDING PAYMENT VOCABULARY later in this section. The Maximum Plan Allowance usually results in savings to you. When you receive services from Participating Delta Dental Dentists who participate with Delta Dental of Iowa or a Delta Dental Member Company, all of the following statements are true:

- Participating Delta Dental Dentists agree to accept their local Delta Dental Member Company's payment arrangement, which may result in savings.
- Your deductible or coinsurance responsibility may be *more* for Covered Services you receive from a Participating Delta Dental Dentist who is not a PPO Panel Dentist.
- Participating Delta Dental Dentists agree to file claims for you.
- We settle claims directly with Participating Delta Dental Dentists. You are re-sponsible for any deductible and coinsurance amounts you may owe. See UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS later in this section.
- Participating Delta Dental Dentists agree to handle the notification program for you. See THE NOTIFICATION PROGRAM section.
- Participating Delta Dental Dentists agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's Maximum Plan Allowance for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

## **WHAT YOU SHOULD KNOW ABOUT DENTISTS WHO DO NOT PARTICIPATE WITH DELTA DENTAL**

When you receive services from nonparticipating (non-par) dentists, you will not receive any of the advantages that our contracts with PPO Panel Dentists or Participating Delta Dental Dentists offer. As a result, when you receive services from nonparticipating dentists, all of the following statements are true:

- We do not have contracting relationships with nonparticipating dentists and they do not agree to accept their local Delta Dental Member Company's PPO

payment arrangement or any other payment arrangement. This means you are responsible for any difference between your nonparticipating dentist's billed charge and the PPO Schedule or the Maximum Plan Allowance, as the case may be. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

- Nonparticipating dentists are not responsible for filing your claims.
- We settle claims with you, not nonparticipating dentists. You are responsible for paying your dentist in full, including any deductible, coinsurance and non-approved charges you may owe. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists do not agree to handle the notification program for you. See THE NOTIFICATION PROGRAM section.
- Nonparticipating 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 nonparticipating dentist for “infection control.” (All dentists are legally required to follow certain guidelines to protect their patients and staff from exposure to infection. However, PPO Panel Dentists and Participating Delta Dental Dentists incorporate these costs into their normal fees and do not charge an additional fee for “infection control.”)
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's PPO Schedule for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.
- Nonparticipating dentists do not agree that he or she will only be paid the lesser of (i) his or her billed charge, or (ii) Delta Dental's Maximum Plan Allowance for Covered Services. See UNDERSTANDING PAYMENT VOCABULARY later in this section.

## **QUESTIONS WE ASK WHEN YOU RECEIVE DENTAL CARE**

Even though a procedure may appear in a given section such as BENEFITS, you should note that before you are eligible to receive benefits, we first answer all of the following questions:

### **Is the Procedure Dentally Necessary?**

All of the following must be true for a procedure to be considered dentally necessary:

- The diagnosis is proper; and

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

### **Is the Procedure Dentally Appropriate?**

All of the following must be true for a procedure to be considered dentally appropriate:

- The treatment is the most appropriate procedure for your individual circumstances; and
- The treatment is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by us; and
- The treatment is not more costly than alternative procedures that would be equally effective for the treatment or maintenance of your teeth and their supporting structures. **If you receive services which are more costly than those equally effective for the treatment or maintenance of your teeth and supporting structures, you are responsible for paying the difference.**

### **Is the Procedure Subject to Contract Limitations?**

Contract limitations refer to amounts that are your responsibility based on your contractual obligations with us. Examples of contract limitations include all of the following:

- Amounts for procedures that are not dentally necessary or dentally appropriate.
- Amounts for procedures that are not covered by this Certificate. See SERVICES NOT COVERED.
- Amounts for procedures that have limitations associated with them. See BENEFITS for a description of covered procedures and limitations associated with certain procedures.
- Amounts for procedures that have reached contract maximums. See the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.
- Any difference between the dentist's billed charge and the PPO Schedule or the Maximum Plan Allowance, as the case may be. **Please note:** This only applies if you receive services from a nonparticipating dentist.
- Deductible(s) and Coinsurance.

## **OUR PAYMENT POLICY**

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

- a crown when it is seated.
- a fixed or removable prosthesis when it is inserted.
- a root canal when it is filled.

## **UNDERSTANDING PAYMENT VOCABULARY**

### **Benefit Period**

A benefit period is the same as a calendar year. It begins on the day your coverage goes into effect and starts over each January 1. This is true for as long as you have coverage.

The benefit period is important for calculating your deductible and benefit period maximum, if applicable.

### **Billed Charge**

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

### **Covered Charge**

The covered charge is the amount a dentist bills for a dental procedure *that is a covered benefit under your Certificate*.

### **Covered Person**

Covered Person means any individual eligible for dental benefits under a dental program that is insured or administered by Delta Dental (or by a Delta Dental Member Company).

### **Covered Services**

Covered Services means dental services allowed as a result of being insured by, or included under a dental plan administered by, Delta Dental (or by a Delta Dental Member Company).

### **Delta Dental Member Company**

Delta Dental Member Company means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Associations Bylaws.

### **Maximum Plan Allowance**

Maximum Plan Allowance is the amount which Delta Dental establishes as its maximum allowable fee for the dental services under the Delta Dental Premier Program. For services billed by dentists outside of Iowa, the Maximum Plan Allowance is based on information from that state's Delta Dental Member Company.

The Maximum Plan Allowance is established by Delta Dental for dental services contained in the “Current Dental Terminology” published by the American Dental Association from time to time. It is developed from various sources that may include, but are not limited to, contracts with dentists, the simplicity or complexity of the procedure, the billed charge for the same procedure by dentists in the same geographic area and with similar training and skills, and a leading economic indicator, such as the Consumer Price Index.

### **PPO Schedule**

The PPO Schedule is a reduced fee schedule for certain Covered Services. Some Participating Delta Dental Dentists, who are other than general practice dentists, will be considered PPO Panel Dentists except that their payment will be based on the lesser of their billed charge or the Maximum Plan Allowance rather than on the PPO Schedule. The Participating Delta Dental Dentists who have agreed to be PPO Panel Dentists will be listed in the Delta Dental of Iowa PPO Panel Dentist Directory, unless they are dentists outside of Iowa.

## **UNDERSTANDING AMOUNTS YOU PAY TO SHARE COSTS**

### **Deductible**

Deductible is the fixed dollar amount you pay for Covered Services for each Covered Person in a benefit period before benefits are available under this Delta Dental Certificate. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate, if applicable.

### **Coinsurance**

Coinsurance is the amount, calculated using a fixed percentage, you pay each time you receive certain Covered Services. These amounts are shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate.

Coinsurance payments begin once you meet any applicable deductible amounts. Coinsurance is calculated off the PPO Schedule or the Maximum Plan Allowance, as the case may be. In general, the percentage of coinsurance you pay depends on the benefit category of the service you receive.

### **Enhanced Benefits Program (EBP)**

The Enhanced Benefits Program offers additional oral health services to Eligible Covered Persons with qualifying dental or medical conditions. Qualifying participants may be eligible for:

- Additional cleanings
- Topical Fluoride Application

For information regarding the dental or medical conditions that may qualify you for additional cleanings and/or topical fluoride applications visit Delta Dental of Iowa's website – [www.deltadentalia.com](http://www.deltadentalia.com) – or call us. See BENEFITS section for additional information. If you qualify, it is your responsibility to register for the additional dental benefits.

### **Benefit Period Maximum**

The benefit period maximum is the maximum benefit each Covered Person is eligible to receive for certain Covered Services in a benefit period. The benefit period maximum is reached from claims settled under this Certificate in a benefit period. This amount is shown on the SUMMARY OF BENEFITS AND PAYMENT chart at the beginning of this Certificate. ***Please Note:*** The Benefit Period Maximum is a combined maximum for PPO, Premier, and Non-Participating Providers.

### **Annual Maximum Carryover - To Go<sup>SM</sup>**

Covered Persons may carry over any qualified, unused portion of their annual maximum benefit, subject to the following guidelines:

- The Covered Person must have been covered under the plan for the full benefit plan year, with coverage for major services.
- The Covered Person must have submitted at least one claim during the benefit plan year where the allowed dollar amounts are greater than zero dollars.
- The rolled amount may not exceed the amount of the regular annual maximum, and the total combined annual maximum may not exceed twice the regular annual maximum.

### **CheckUp Plus<sup>SM</sup>**

CheckUp Plus is a plan design that waives diagnostic and preventive dental service costs from a Covered Person's Benefit Period Maximum. CheckUp Plus promotes regular visits to the dentist for exams, x-rays and cleanings – which can improve overall health.

## **HELPING WHEN YOU HAVE QUESTIONS**

If you have any questions after reading this Certificate, please call us. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

# BENEFITS

## **CHECK-UPS AND TEETH CLEANING DIAGNOSTIC AND PREVENTIVE SERVICES**

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

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

*Limitation:* Routine dental cleaning is a benefit only twice per benefit period.

**Please Note:** Delta Dental of Iowa's Enhanced Benefits Program (EBP) offers up to 2 additional dental cleaning benefits for Covered Persons with designated dental or medical conditions. Total cleanings for qualifying participants in EBP are limited to no more than 4 per benefit period. For information regarding the dental or medical conditions that may qualify you for additional cleanings, visit Delta Dental's website, or contact Delta Dental. For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you qualify for the additional cleaning(s), it is your responsibility to register at [www.deltadentalia.com](http://www.deltadentalia.com) or call Delta Dental of Iowa.

### **Oral Evaluations**

*Limitation:* This evaluation is a benefit only twice per benefit period.

### **Topical Fluoride Applications**

Professionally administered procedure in which the dental surfaces are coated with a fluoride solution or gel to discourage decay.

*Limitation:* Topical fluoride is a benefit for eligible children under age 19 once every 12 consecutive months.

**Please Note:** Delta Dental of Iowa's Enhanced Benefits Program (EBP) offers topical fluoride applications as a benefit for all other eligible Covered Persons once every 12 consecutive months only when a qualifying dental or medical condition is present. For information regarding the dental or medical conditions that may qualify you for topical fluoride applications, visit Delta Dental's website, or contact Delta Dental. For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you qualify for topical fluoride applications, it is your responsibility to register at [www.deltadentalia.com](http://www.deltadentalia.com) or call Delta Dental of Iowa.



## **X-Rays:**

### **Bitewing X-Rays**

*Limitation:* These x-rays are a benefit only once every 12 consecutive months.

### **Full-Mouth X-Rays**

Full-mouth x-rays include a combination of individual x-rays such as periapical, bitewing or occlusal taken by a dentist on the same service date.

A panoramic x-ray is a benefit if full-mouth x-rays have not been performed within 5 consecutive years of the panoramic x-ray.

*Limitation:* Full-mouth x-rays are a benefit only once every 5 consecutive years.

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

*Limitation:* These x-rays are a benefit only once every 12 consecutive months.

### **Periapical X-Rays**

A radiographic image of a tooth, or limited number of teeth, that includes the crown and root portions.

## **Diagnostic Tests:**

### **a. Bacteriologic Cultures**

### **b. Histopathological Exams**

### **c. Pulp Vitality Tests**

## **Sealant/Preventive Resin Applications**

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

*Limitation:* Sealant/Preventive Resin applications are a benefit once per permanent first and second molars for eligible children under age 15.

*Sealants and Preventive Resins for primary teeth, wisdom teeth, or teeth that have already been treated with a restoration are not a benefit.*

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

Space maintainers are passive appliances designed to prevent tooth movement.

*Limitation:* Space maintainers are a benefit only for eligible children under age 15.

## **Biopsy of Oral Tissue**

## **Periodontal Maintenance Therapy**

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

*Limitation:* This procedure may follow conservative or complex periodontal therapy. When this procedure immediately follows complex or conservative periodontal therapy, benefits are available up to four times in the first benefit period and twice per benefit period, thereafter. *This procedure replaces the dental cleaning benefit (prophylaxis) described under Check-Ups and Teeth Cleaning earlier in this section.*

**Please Note:** Delta Dental of Iowa's Enhanced Benefits Program (EBP) offers up to 2 additional dental cleaning benefits for Covered Persons with designated dental or medical conditions. Total cleanings for qualifying participants in EBP are limited to no more than 4 per benefit period. For information regarding the dental or medical conditions that may qualify you for additional cleanings, visit Delta Dental's website, or contact Delta Dental. For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you qualify for the additional cleaning(s), it is your responsibility to register at [www.deltadentalia.com](http://www.deltadentalia.com) or call Delta Dental of Iowa.

## **CAVITY REPAIR AND TOOTH EXTRACTIONS ROUTINE AND RESTORATIVE SERVICES**

### **Consultations**

A diagnostic service provided by a dentist where the dentist and patient discuss the patient's dental needs and proposed treatment. *This procedure replaces Oral Evaluations (exams) described under Check-Ups and Teeth Cleaning earlier in this section.*

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

Treatment to relieve pain or infection of dental origin.

### **General Anesthesia/Sedation**

*Limitation:* General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist. Benefit also includes services provided for local anesthesia or nitrous oxide (relative analgesia).

### **Restoration of Decayed or Fractured Teeth**

Pre-formed or stainless steel restorations and restorations such as silver (amalgam) fillings, and tooth-colored (composite) fillings.

## **Occlusal Adjustment**

Reshaping the biting surfaces of one or more teeth.

## **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. **Please Note:** Office removal of impacted teeth will be considered first under your medical coverage.

## **Antibiotic Drug Injections**

Including prescription drugs or medicines prescribed by a dentist.

## **ROOT CANALS ENDODONTIC SERVICES**

### **Apicoectomy/Periradicular Surgery**

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

### **Direct Pulp Cap**

Covering exposed pulp with a dressing or cement to protect it and promote healing and repair.

### **Indirect Pulp Cap**

Covering nearly exposed pulp with a protective dressing to protect the pulp from additional injury and promote healing and repair.

### **Pulpotomy**

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

### **Retrograde Fillings**

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

### **Root Canal Therapy**

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

***Extension of Benefits:*** You are covered for root canal therapy for two months after the termination of coverage if the pulp chamber was opened and the pulp canal explored to the apex while you were covered.

## **GUM AND BONE DISEASES PERIODONTAL SERVICES**

***Please note:*** Procedures in this category should receive our review *before* they are performed. See THE NOTIFICATION PROGRAM section on page 23.

### **Full Mouth Debridement**

***Limitation:*** Full mouth debridement is a benefit once in a lifetime after 36 months have elapsed since last dental cleaning (prophylaxis).

### **Conservative Periodontal Procedures (Root Planing and Scaling)**

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

### **Controlled Release Device**

Services or supplies used for the controlled release of therapeutic agents into diseased crevices around the teeth.

### **Complex Periodontal Procedures**

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

### **Guided Tissue Regeneration**

Services and supplies for regeneration of lost periodontal structures.

### **Periodontal Appliances**

Periodontal appliances (biteguards) are a benefit once every 3 consecutive years.

### **Periodontal Splinting**

## **HIGH COST RESTORATIONS CAST RESTORATIONS**

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

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

*Extension of Benefits:* You are covered for restorations for two months after the termination of coverage if the tooth or teeth were fully prepared while you were covered.

### **Crowns**

Restoring form and function by covering and replacing the visible part of the tooth with a precious metal, porcelain-fused-to-metal, or porcelain crown. *Crowns placed for the primary purpose of cosmetics are not a benefit. Limitation:* Crowns are a benefit only if the tooth cannot be restored with a routine filling.

### **Inlays**

Restoring a tooth with a cast metallic or porcelain filling.

### **Onlays**

Replacing one or more missing or damaged biting cusps of a tooth with a cast restoration.

### **Posts and Cores**

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

### **Recementation of Cast Restorations**

## **DENTURES AND BRIDGES PROSTHETICS**

### **Bridges**

Replacing missing permanent teeth with a dental prosthesis that is cemented in place and can only be removed by a dentist. Also covered are bridge repairs.

*Extension of Benefits:* You are covered for bridges for two months after the termination of coverage if the teeth were fully prepared while you were covered.

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

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

*Extension of Benefits:* You are covered for full or partial dentures for two months after the termination of coverage if the master impressions were taken while you were covered.

### **Dental Implants**

Dental implants which are surgically placed in the jaw bone, including attachment of devices to a surgically placed implant in the jaw.

### **Denture Adjustments**

Adjustment to complete or partial dentures, maxillary or mandibular.

### **Tissue Conditioning**

Treatment reline using materials designed to heal unhealthy ridges.

## **STRAIGHTER TEETH ORTHODONTICS**

Services for proper alignment of teeth including repair or replacement of orthodontic appliance.

When an orthodontic treatment plan is established, Delta Dental of Iowa will calculate an initial payment at the time the banding takes place. The balance of the allowed fee will then be divided into payments over the course of treatment, providing coverage still exists.

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

**Extension of Benefits:** You are covered for orthodontics for two months after the termination of coverage if the appliance or bands were inserted while you were covered.

## **OTHER COVERED SERVICES**

### **Diagnostic Cast**

Plaster or stone model of teeth and adjoining tissues; also referred to as study model.

### **Complications of a non-covered procedure**

You are covered for complications of non-covered procedures.

### **Congenital Deformities**

You are covered for services and supplies to correct congenital deformities, such as cleft palate.

### **Lost or Stolen Appliances**

You are covered for services and supplies required to replace lost or stolen dental appliances.

### **Temporary or Interim Procedures**

You are covered for temporary or interim procedures.

### **Temporomandibular Joint Dysfunction (TMD)**

You are covered for expenses incurred for diagnostic x-rays, appliances, restorations, or surgery in connection with Temporomandibular Joint Dysfunction (TMD) or myofunctional therapy.

**Please Note:** Expenses incurred for Covered Services in connection with Temporomandibular Joint Dysfunction (TMD) will be considered first under your medical coverage.

# SERVICES NOT COVERED

This Delta Dental Certificate *does not* provide benefits for dental treatment listed in this section. **Please note:** Even if the treatment is not specifically listed as an exclusion, it may not be covered under this Certificate. Call us if you are unsure if a certain service is covered. For your convenience, we have listed our toll-free number on the back cover of this Certificate.

## **CERTIFICATE EXCLUSIONS**

### **Broken Appointments**

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

### **Certificate Termination**

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

### **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.

### **Drugs**

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

### **Effective Date**

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

### **Government Programs**

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

### **Incomplete Services**

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



**Infection Control**

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

**Medical Services or Supplies**

You are not covered for services or supplies which are medical in nature, including dental services performed in a hospital, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries.

**Military Service**

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

**Payment Responsibility**

You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this Certificate, you would not be charged.

**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.

**Treatment By Other Than A Licensed Dentist**

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

**Workers' Compensation**

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

# THE NOTIFICATION PROGRAM

This section explains the notification program you or your dentist should follow before you receive certain benefits available under this Certificate. This program is the checks and balances of your dental coverage. It helps:

- determine that services are dentally necessary and dentally appropriate;
- confirm the benefits of your Certificate.

## THE APPROVAL

The purpose of the notification program is to help control the cost of your benefits — not to keep you from receiving dentally necessary and dentally appropriate treatment.

You should notify us before you receive the following benefits:

### **Gum and Bone Diseases**

Our review is based on the treatment plan submitted by your dentist.

## THE TREATMENT PLAN

A treatment plan describes the treatment your dentist has recommended for you and helps us determine if the procedure is a benefit of your Certificate as well as dentally necessary and dentally appropriate.

### **When to Submit a Treatment Plan**

You will need to file a treatment plan only if your dentist is nonparticipating —PPO Panel Dentists and Participating Delta Dental Dentists agree to file for you.

A complete treatment plan includes the plan of treatment and x-rays. Please send the x-rays within 15 working days of receipt of the proposed treatment plan.

## Where to Send a Treatment Plan

Submit the proposed treatment plan, along with x-rays and supporting information to:

*Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000*

## THE TREATMENT PLAN REVIEW

Once we receive the treatment plan and proper documentation, we will let you and your dentist know if the treatment plan is approved within 15 working days. We will take one of the following three actions when we receive your treatment plan:

- *accept it as submitted.*
- *recommend an alternative benefit.* If we ask you to receive an independent diagnosis from a dentist of our choice, we will pay for the exam.
- *deny the treatment plan* because:
  - the procedure is not a benefit of your Certificate;
  - you did not receive an independent exam after we asked you to; or
  - the procedure is not dentally necessary and dentally appropriate.

## Appeal

If we deny a treatment plan, you can resubmit it with additional documentation and ask us, in writing, to reconsider. If necessary, we will ask you to receive an independent diagnosis from an independent dentist of our choice—we will pay for the exam.

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

# FILING CLAIMS

Once you receive dental services, we need to receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which dentist. You will need to file a claim only when you use a nonparticipating dentist who does not agree to file a claim for you—PPO Panel Dentists and Participating Delta Dental Dentists file for you.

## **WHEN TO FILE YOUR CLAIM**

After you receive services, you should file a claim only if your dentist has not filed one for you. Delta Dental may disallow payment of a claim submitted more than 365 days after the date services were rendered.

You should file a claim only *after* the procedure is completely finished. Do not file for payment before a procedure is completed.

If you need a claim form or have any questions after reading this section, please call us or visit our website [www.deltadentalia.com](http://www.deltadentalia.com). For your convenience, we have listed our toll-free number on the back cover of this Certificate. If you must file your own claim, send it to the following address:

*Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000*

## **FILING WHEN YOU HAVE OTHER COVERAGE COORDINATION OF BENEFITS**

You may have other insurance or coverage that provides the same or similar benefit(s) as this Certificate. If so, we will work with your other insurance company or carrier. The benefits payable under this Certificate when combined with the benefits paid under your other coverage will not be more than 100 percent of either our payment arrangement amount or the other carrier's payment arrangement amount.

## What You Should Do

When you receive services, you need to let us know that you have other coverage. Other coverage includes: group insurance, other group benefit plans (such as HMOs, PPOs, and self-insured programs); Medicare or other governmental benefits; and the medical benefits coverage in your automobile insurance (whether issued on a fault or no-fault basis). To help us coordinate your benefits, you should:

- inform your dentist by giving him or her information about your other coverage at the time you receive services. Your dentist will pass the information on to us when the claim is filed.
- indicate that you have other coverage when you fill out a claim form by completing the appropriate boxes on the form. We will contact you if we need any additional information.

You must cooperate with us and provide requested information about your other coverage. If you do not give us necessary information, your claims will be denied.

## What We Will Do

There are certain rules we follow to help us determine which Certificate pays first when you have other insurance or coverage that provides the same or similar benefits as this Certificate. Here are some of the rules:

- The coverage *without coordination of benefits* pays first when both coverages are through a group sponsor such as an employer, but one coverage has coordination of benefits and one does not.
- The dental benefits of your *auto coverage* will pay before this coverage if the auto coverage does not have a coordination of benefits provision.
- The coverage which you have as *an employee or contract holder* pays before the coverage which you have as a spouse or child.
- The coverage you have as *the result of your active employment* pays before coverage you hold as a retiree or under which you are not actively employed.
- The coverage with the *earliest continuous effective date* pays first when none of the above rules apply.

If none of the guidelines just mentioned apply to your situation, we will use the Coordination of Benefits (COB) guidelines adopted by the Iowa Insurance Division to determine our payment to you or to your PPO Panel Dentist or Participating Delta Dental Dentist (as the case may be).

## **What You Should Know About Children**

To coordinate benefits for a child the following rules apply. For a child who is:

- *covered by both parents* who are not separated or divorced or if they are, neither parent has primary physical custody, the coverage of the parent whose birthday occurs first in a calendar year pays first. If another carrier does not use this rule, then the other plan will determine which coverage pays first.
- *covered by separated or divorced parents* and a court decree says which parent has financial or dental insurance responsibility, that parent's coverage pays first.
- *covered by separated or divorced parents* and a court decree does not stipulate which parent has financial or dental insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this child is as follows: custodial parent, spouse of custodial parent, other parent, and spouse of other parent.

If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

## **APPEALING A DENIED CLAIM YOUR INITIAL REQUEST FOR A REVIEW**

If Delta Dental does not pay all or part of your claim and you think the service should be covered, you or your representative can ask for a full and fair review of that claim. To file for a review, submit a request within 180 days of receiving the notice from Delta Dental, including the reason why you disagree with our claim decision, documents, records and any other information related to the claim. Include your name, patient's name and your identification number on all documents.

## **ADDITIONAL INFORMATION**

You may send us additional information in writing up to 31 days after you have sent in the original request. After that time, we will make the final decision on the claim based on the information we have in your file.

## **DELTA DENTAL'S REPLY**

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

## **REVIEWING RECORDS**

Upon your request, Delta Dental of Iowa will provide you free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. You can review records that deal with your request from 8 a.m. to 4:30 p.m., Central Standard Time, Monday through Friday, at Delta Dental of Iowa's Johnston, Iowa location. Since so many records are electronically filed, please call Delta Dental of Iowa in advance so we can have copies ready for you.

### **Send your request to:**

*Delta Dental of Iowa  
P.O. Box 9010  
Johnston, Iowa 50131-9010  
or call 1-800-544-0718*

# YOUR CERTIFICATE

Our responsibilities to you, as well as the conditions of your coverage with us, are defined in the documents that make up your contract. Your contract includes any application you submitted to us or to The University of Iowa for coverage, any agreement or group policy we have with The University of Iowa, any application completed by The University of Iowa, this Certificate, and any riders or amendments. All of the statements made by The University of Iowa or you in any of these materials will be treated by us as representations to us, upon which we may rely. We will not use the statements to deny any claim unless we've furnished you with a copy of the statement.

## **COVERAGE ELIGIBILITY WHEN COVERAGE BEGINS**

Your coverage under this Certificate begins on your effective date. If you have just started a new job, check with The University of Iowa to find out your effective date.

***Please note:*** Before you receive benefits under this Certificate, you have agreed in your application for coverage (or in documents kept by us or The University of Iowa) to release any necessary information requested about you so we can process claims for benefits. You must allow any healthcare provider or his or her employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information in your application, your benefits may be denied.

If you fraudulently use your identification card or misrepresent or conceal material facts in your application, then we may terminate your benefits.

## **TYPES OF COVERAGE**

There are different categories of coverage you may hold under this Certificate:

- With *single coverage*, you are the only one covered.
- With *employee and spouse coverage*, you and your eligible spouse are covered.
- With *employee and child(ren) coverage*, you and your eligible child(ren) are covered.
- With *family coverage*, you, your eligible spouse, and each of your eligible children are covered. Each eligible Covered Person must be listed on your dental application for coverage or added later as a new Covered Person.



An **eligible spouse** can be:

- The person married to you under applicable state law; or
- Your common law partner or same or opposite sex domestic partner. See The University of Iowa Benefits Office for more information.

An **eligible child** can be your natural child, a child placed with you for adoption or a legally adopted child, a child for whom you have legal guardianship, a step-child, or a foster child. Eligible children must meet at least one of the following standard requirements:

- The child is under age 26.
- The child is age 26 or older and a full-time student. For an eligible child to be considered a full-time student they must be enrolled in an accredited institution of higher learning, such as a college, university, nursing or trade school, and carry enough hours to be classified by the institution as full-time. Full-time student status continues during regularly scheduled school vacation periods, and during absence from class in which enrolled for up to four months due to a physical or mental disability. The disability must be substantiated by a written statement from a physician.
- The child is a dependent of the child's parent and is totally or permanently disabled, either physically or mentally. If the dependent child is permanently disabled, the disability must have existed before the child was age 19 or while the child was a full-time student under 26 years of age, and the child must have had continuous qualifying dental coverage without a break of 63 days or more since the child turned age 19 or while the child was a full-time student under age 26.

A child who has been placed in your home for the purpose of adoption or who you have adopted shall be eligible for coverage as of the date of placement for adoption or as of the date of actual adoption, whichever occurs first.

### **ELIGIBLE CHILD(REN) COVERAGE TERMINATES**

Coverage for eligible children turning age 26 will terminate at the end of the calendar year in which they turn age 26. If the eligible child is a full-time student who is unmarried and over age 26, coverage will terminate at the end of the calendar year in which they cease to be a full-time student.

### **QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)**

If you have a child and The University of Iowa receives a Medical Child Support Order recognizing the child's right to enroll in this benefit plan, The University of

Iowa will promptly notify both you and the child that the order has been received. The University of Iowa also will inform you and the child of the University of Iowa's procedures for determining whether the order is a Qualified Medical Child Support Order. You may obtain, without charge, a copy of QMCSO procedures from The University of Iowa.

## **WHEN COVERAGE ENDS**

Your eligibility for coverage will terminate at the end of the month for any of these reasons:

- You become unemployed.
- You become ineligible for coverage under this Certificate. See *Coverage Changes* later in this section.
- The University of Iowa decides to discontinue or replace this coverage.
- We decide to terminate coverage of all similar Certificates by giving written notice to The University of Iowa 30 days prior to termination.

Your coverage will end if any of the following occurs:

- You use this Certificate fraudulently or you fraudulently misrepresent or conceal material facts in your application. If this happens, we will recover any claim payments we made, minus any premiums paid.
- You or The University of Iowa fail to make payments to us when due.

## **Authority to Terminate, Amend, or Modify**

The University of Iowa has the authority to *terminate, amend or modify the coverage described in this Certificate at any time*. Any amendment or modification will be in writing and will be as binding as this Certificate. *If your contract is terminated, you may not receive benefits.*

## **CONTINUED COVERAGE (COBRA)**

There are some federal and state laws that may affect your coverage with us. These laws apply to continuing your coverage when you are no longer eligible for group coverage.

### **Coverage Continuation Under Federal Law — COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to employers with 20 or more employees. COBRA entitles you, your eligible spouse and your eligible children to a continuation of coverage under this Certificate if coverage is lost due to any of the following qualifying events:

- Death of the employee covered under this Certificate.
- Termination of employment for reasons other than gross misconduct.

- A reduction in hours causing loss of coverage.
- Divorce or legal separation.
- The employee covered under this Certificate becomes entitled to Medicare.
- Child/Children are no longer considered eligible by our eligibility rules.
- The employer from whom the covered employee retired files bankruptcy under federal law (in certain cases).

**Please note:** You, your eligible spouse or your eligible children are responsible for notifying The University of Iowa of a dissolution of marriage, legal separation or a child losing eligibility status.

If you wish to continue your coverage, you must complete an election form and submit it to The University of Iowa within 60 days of the later of the date:

- you are no longer covered; or
- you are notified of the right to elect COBRA continuation coverage.

You will be responsible for paying any premiums to The University of Iowa for the continuation of this Certificate. Depending on how you qualify, you may continue your coverage for up to 18 or 36 months.

If during the period of COBRA coverage, a child is born to you or placed with you for adoption, the child can be covered under COBRA coverage and can have election rights of his or her own.

If you or any other eligible Covered Person(s) who have elected COBRA coverage is determined to be disabled under the Social Security Act during the first 60 days of continuation coverage, your COBRA coverage may continue for up to 29 months. The 29-month period will apply to you, your eligible spouse and/or eligible child(ren) who elected COBRA coverage. You must provide notice of the disability determination to your employer within 60 days after the determination.

If you lose your coverage, contact The University of Iowa Benefits Office. They should help you with any necessary paperwork and let you know the cost of continuing your coverage.

### **Length of Coverage under COBRA**

Continuation coverage ends at the earliest of one of these events:

- The last day of the 18-, 29-, or 36-month maximum coverage period, whichever is applicable.

- The first day (including grace periods, if applicable) on which timely payment is not made.
- The date on which the employer ceases to maintain any group plan (including successor plans).
- The first day on which a beneficiary is actually covered by any other group plan. However, if the new group plan contains an exclusion or limitation relating to any preexisting condition of the beneficiary, then coverage will end on the earlier of the satisfaction of the waiting period for preexisting conditions contained in the new group plan or upon the occurrence of any one of the other events stated in this section.
- The date the qualified beneficiary is entitled to Medicare benefits.

## **COVERAGE CHANGES EVENTS CHANGING COVERAGE**

Certain events may require you to change who is covered by this Certificate. These events include:

**Active Duty in the Military** of an eligible child or spouse

**Appointment as a Legal Guardian** of a child

**Birth or Adoption** of a child

**Care of a Foster Child** (when placed in your home by an approved agency)

**Completion of Full-time Schooling** of an eligible child age 26 or older

**Death**

**Divorce, Annulment, or Legal Separation**

**Eligible Child** (who is *not* a full-time student or permanently disabled) reaches age 26

**Exhaustion of COBRA Coverage**

**Marriage**

**Spouse or Child Loses Eligibility for Qualifying Dental Coverage** or employer or group sponsor ceases contribution to qualifying dental coverage. In this case, your eligible spouse and any eligible children previously covered under the prior qualifying dental coverage are eligible for coverage under this Certificate.

## **NOTIFICATION OF CHANGE**

You must notify The University of Iowa Benefits Offices within 31 days of the date of the event that changes the status of your eligibility except birth or adoption of a child. The University of Iowa must be notified within 60 days of the date of the event that changes the status of your eligibility for births or adoptions. You can ask your employer or group sponsor to help you make this request. If a change to

your eligibility is not made within 31 days of an event (except birth or adoption of a child which is 60 days), the person(s) affected may lose important coverage.

## **AUTHORIZED CERTIFICATE CHANGES**

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions of this Certificate. This Certificate cannot be changed except by:

- *Written amendment* signed by an authorized officer and accepted by you or The University of Iowa as shown by payment of the monthly premium.
- *Our receipt of proper notification* that your marital or eligibility status has changed and we receive an appropriate monthly premium in advance, then we will change your coverage to the correct coverage type. See *Types of Coverage* explained earlier in this section.

## **COVERAGE TERMINATION EFFECTS OF TERMINATION**

If your coverage is terminated for fraud, misrepresentation, or the concealment of material facts:

- *We will not pay* for any services or supplies provided after the date the coverage is terminated.
- *We will retain legal rights.* This includes the right to initiate a civil action based on fraud, concealment, or misrepresentation.
- We may, at our option, *declare the coverage void.*

If your coverage is terminated for reasons other than fraud, concealment, or misrepresentation of material facts, we will stop benefits the day your coverage is terminated.

## **OUR RIGHT TO RECOVER PAYMENTS PAYMENT IN ERROR**

If for any reason we make payment under this Certificate in error, we may recover the amount we paid.

## **SUBROGATION**

Once you receive benefits under this Certificate arising from an illness or injury, we will assume any legal right you have to collect compensation, damages, or any other payment related to the illness or injury, including benefits from any of the following:

- The responsible person's insurer

- Uninsured motorist coverage
- Underinsured motorist coverage
- Other insurance coverage

You and your other eligible Covered Person(s) agree to all of the following:

- You will let us know about any potential claims or rights of recovery related to the illness or injury;
- You will furnish any information and assistance that we determine we will need to enforce our rights under this Certificate;
- You will do nothing to prejudice our rights and interests;
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting our written permission;
- You must reimburse us to the extent of benefit payments made under this Certificate if payment is received from the other party or parties;
- You and your other eligible Covered Person(s) must notify us if you have the potential right to receive payment from someone else;
- You must cooperate with us to ensure that our rights to subrogation are protected.

## **OTHER INFORMATION NOTICE**

If a specific address has not been provided elsewhere in this Certificate, you may send any notice to our home office:

*Delta Dental of Iowa  
P.O. Box 9010  
Johnston, IA 50131-9010*

Any notice from us to you is valid when sent to your address as it appears on our records or the address of the group through which you are enrolled.

## **NONASSIGNMENT**

Benefits for Covered Services in this Certificate are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Any attempt to assign this Certificate or rights to payment without our consent will be void.

## **GOVERNING LAW**

To the extent not superseded by the laws of the United States, this Certificate will be construed in accordance with and governed by the laws of the state of Iowa. Any action brought because of a claim under this Certificate will be litigated exclusively in the state or federal courts located in the state of Iowa and in no other.

## **LEGAL ACTION**

No legal or equitable action may be brought against us because of a claim under this Certificate, or because of the alleged breach of this Certificate, more than two years after the end of the calendar year in which the services or supplies were provided.

## **INFORMATION IF YOU OR A MEMBER OF YOUR FAMILY IS ENROLLED IN MEDICAID**

### **Assignment of Rights**

This plan will provide payment of benefits for Covered Services to you, your beneficiary, or any other person who has been legally assigned the right to receive such benefits under requirements established pursuant to Title XIX of the Social Security Act (Medicaid).

### **Enrollment Without Regard to Medicaid**

Your receipt or eligibility for medical assistance under Title XIX of the Social Security Act (Medicaid) will not affect your enrollment as a participant or beneficiary of this plan, nor will it affect our determination of any benefits paid to you.

### **Acquisition by States of Rights of Third Parties**

If payment has been made by Medicaid and we have a legal obligation to provide benefits for those services, then we will make payment of those benefits in accordance with any state law under which a state acquires the right to such payments.







**Delta Dental of Iowa  
P.O. Box 9000  
Johnston, IA 50131-9000**

Hearing Impaired Toll Free: 1-888-287-7312  
Toll Free: 1-800-544-0718  
Local: 1-515-261-5500

[www.deltadentalia.com](http://www.deltadentalia.com)  
[claims@deltadentalia.com](mailto:claims@deltadentalia.com)