

# Delta Dental Medicare Advantage Dental Plan

## Our Medicare Advantage Supplemental Dental Program

Welcome!

Your dental program is administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation doing business as Delta Dental of Michigan. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at (800) 330-2732 (TTY Users call 711) or access Priority Health's website at [priorityhealth.com](http://priorityhealth.com).

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting [www.DeltaDentalMI.com](http://www.DeltaDentalMI.com) and selecting the link for our Consumer Toolkit. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your dental plan.

## Quality service...the standard at Delta Dental

Delta Dental is pleased to provide you with the service you have come to expect from one of the industry leaders in dental benefits. In fact, providing the best service possible is so important to us that we made Quality Service one of our Core Values. To that end, we've created convenient ways for you to access any information you may need about your dental coverage.

### How To Use Your Dental Benefits

#### WHAT DO I NEED WHEN I GO TO THE DENTIST?

All you need is your Priority Health Medicare member ID card. You must use your Member ID number to register for Consumer Toolkit or to identify yourself as a Delta Dental Medicare Advantage enrollee when you visit your dentists or call customer service.

#### WHAT ARE MY BENEFITS?

There are three ways to find your benefit information:

- Review the following Summary of Dental Plan Benefits and your Dental Care Certificate.
- Visit [www.deltadentalmi.com](http://www.deltadentalmi.com) and select the link for the Consumer Toolkit.
- Call our DASI (Delta Dental's Automated Service Inquiry) system at (800) 330-2732. You may exit the automated system to speak with a Customer Service associate at any time during our normal business hours, Monday through Friday from 8:00 a.m. to 8 p.m. Eastern Time.

#### HOW DO I FIND A DELTA DENTAL MEDICARE ADVANTAGE PARTICIPATING DENTIST?

There are three ways to find Delta Dental Medicare Advantage participating dentists near you:

- Call your dentist's office and ask if they participate with the Delta Dental Medicare Advantage PPO or Delta Dental Medicare Advantage Premier network.
- Call our DASI (Delta Dental's Automated Service Inquiry) system at (800) 330-2732. You may exit the automated system to speak with a Customer Service associate at any time during our normal business hours, Monday through Friday from 8:00 a.m. to 8 p.m. Eastern Time.
- Check our online dentist directory at <http://www.deltadentalmi.com/Find-a-Dentist.aspx>. **When accessing Delta Dental's online Dentist Directory you must select the link labeled Medicare Advantage PPO and Medicare Advantage Premier.**

SEND WRITTEN INQUIRIES TO:

DELTA DENTAL

P.O. BOX 9089

FARMINGTON HILLS, MI

48333-9089

MAIL CLAIMS ONLY TO:

DELTA DENTAL

P.O. BOX 9085

FARMINGTON HILLS, MI

48333-9085

**Summary of Dental Plan Benefits  
 Medicare Advantage Supplemental Dental Plan  
 Priority Health Dental Plan  
 For Client #5366**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – January 1, 2017 through December 31, 2017

<b>Covered Services</b>	<b>Delta Dental Medicare Advantage Dentist (in-network)</b>	<b>Nonparticipating Dentist (out-of-network)</b>
	<b>Plan Pays*</b>	<b>Plan Pays**</b>
<b>Diagnostic and Preventive Services</b> – one oral exam and cleaning per calendar year	<b>100%</b>	<b>100%</b>
<b>Bitewing Radiographs</b> – one set of bitewing X-rays per calendar year	<b>50%</b>	<b>50%</b>
<b>Other Preventive Services</b> – fluoride and space maintainers	<b>0%</b>	<b>0%</b>
<b>All Other Radiographs</b> – other X-rays	<b>0%</b>	<b>0%</b>

\* Services received from Dentists who do not participate in Delta Dental’s Medicare Advantage PPO or Delta Dental’s Medicare Advantage Premier network will be processed as services received from a Nonparticipating Dentist and your out of pocket costs may be higher. Please note Delta Dental’s Medicare Advantage PPO and Delta Dental’s Medicare Advantage Premier Networks only consist of dentists in the states of Michigan, Indiana and Ohio. If you receive services from a dentist that does not participate in either Delta Dental’s Medicare Advantage PPO or Delta Dental’s Medicare Advantage Premier network, you will be responsible for the difference between Delta Dental’s payment to you and the amount charged by the Nonparticipating Dentist.

\*\*When you receive treatment from a Nonparticipating Dentist you could pay more. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Periodontal maintenance procedures are not a Covered Service.
- Implants and related services are not Covered Services.

**Maximum Payment** – None.

**Deductible** – None.

**Waiting Period** –Not Applicable.

**Eligible People** – Members enrolled in PriorityMedicare (Employer HMO-POS) – Spectrum Health have dental benefits included in their Medicare Advantage plan.

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**I. Delta Dental Certificate**

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Delta Dental Plan of Michigan, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Subscriber. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and Priority Health, your Medicare Advantage Organization.

The Benefits provided under This Plan may change if federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

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

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



Laura L. Czelada, CPA

President and CEO

Delta Dental Plan of Michigan, Inc.

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**II. Definitions**

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**Adverse Benefit Determination**

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Any denial, reduction or termination of the benefits for which you filed a claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

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**Benefit Year**

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The calendar year.

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**Benefits**

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Payment for the Covered Services that have been selected under This Plan.

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**Certificate**

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This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and Priority Health.

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**Completion Dates**

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The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete on the date of the final procedure that completes treatment.

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**Copayment**

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The percentage of the charge, if any, that you must pay for Covered Services.

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**Covered Services**

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The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

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**Deductible**

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

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**Delta Dental**

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Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental benefits. Delta Dental is not an insurance company.

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**Dental Emergency**

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A Dental Emergency is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: Serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; Serious impairment to bodily functions; or Serious dysfunction of any bodily organ or part.

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**Dentist**

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A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental Medicare Advantage PPO Dentist** - a Dentist located in Michigan, Indiana or Ohio who has signed an agreement with Delta Dental for this Plan that is part of Delta Dental's Medicare Advantage PPO Network.

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- ◆ **Delta Dental Medicare Advantage Premier Dentist** - a Dentist located in Michigan, Indiana or Ohio who has signed an agreement with Delta Dental for this Plan that is part of Delta Dental's Medicare Advantage Premier Network.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with Delta Dental to become part of the Delta Dental Medicare Advantage Premier or Delta Dental Medicare Advantage PPO Network or is located in a state other than Michigan, Indiana or Ohio. **Services received from Dentists who do NOT participate in Delta Dental's Medicare Advantage PPO or Delta Dental's Medicare Advantage Premier network will be processed as services received from a Nonparticipating Dentist and your out of pocket costs may be higher. If you receive services from a dentist that DOES NOT participate in either Delta Dental's Medicare Advantage PPO or Delta Dental's Medicare Advantage Premier network YOU WILL BE RESPONSIBLE for the difference between Delta Dental's payment to you and the amount charged by the Nonparticipating Dentist.**

Delta Dental Medicare Advantage PPO and Delta Dental Medicare Advantage Premier Dentists are sometimes collectively referred to as "Medicare Advantage Participating Dentists."

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#### Grievance

Any complaint or dispute, other than an Adverse Benefit Determination, expressing dissatisfaction with the manner in which Delta Dental, Priority or a dentist has provided dental services.

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#### Maximum Approved Fee

The maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty, under normal circumstances, based upon applicable Medicare Advantage Participating Dentist schedules and internal procedures.

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#### Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits.)

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#### Nonparticipating Dentist Fee

The most Delta Dental will pay Nonparticipating Dentists for a Covered Service.

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#### Post-Service Claims

Claims for Benefits that are not conditioned on your seeking advance approval, certification, or

authorization to receive the full amount for any Covered Services. In other words, Post-Service Claims arise when you receive the dental service or treatment before you file a claim for Benefits.

Delta Dental Medicare Advantage PPO Dentist Schedule The maximum fee allowed per procedure for services rendered by a Delta Dental Medicare Advantage PPO Dentist as determined by Delta Dental.

Delta Dental Medicare Advantage Premier Dentist Schedule The maximum fee allowed per procedure for services rendered by a Delta Dental Medicare Advantage Premier Dentist as determined by Delta Dental.

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#### Processing Policies

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

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#### Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Delta Dental Medicare Advantage Participating Dentist cannot charge you for the difference between this amount and the amount Delta Dental approves for the treatment.

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#### Subscriber

You, when Priority Health notifies Delta Dental that you are eligible to receive Benefits.

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#### Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

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#### This Plan

The dental coverage established for you pursuant to this Certificate.

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### III. **Selecting a Dentist**

You may choose any Dentist , so long as that Dentist has not affirmatively opted out of Medicare participation. If you receive services from a Dentist that has affirmatively opted not to participate with Medicare, Delta Dental will be unable to make any payments to either you or your Dentist and you will be responsible for all costs. Prior to receiving services from your Dentist, you should confirm whether or not your Dentist has affirmatively opted out of Medicare participation.

When selecting a Dentist, your out-of-pocket costs are likely to be less if you go to a Delta Dental Medicare Advantage Participating Dentist. Medicare Advantage Participating Dentists agree to accept payment according to the applicable Delta Dental Medicare Advantage Participating Dentist Agreement and, in most cases, this results in a reduction of their fees. Additionally, when receiving treatment from a Delta Dental Medicare Advantage Participating Dentist, your out-of-pocket costs may be further reduced if you go to a Delta Dental Medicare Advantage PPO Dentist. To verify that a Dentist is a Medicare Advantage Participating Dentist, you can use Delta Dental's online Dentist Directory at <http://deltadentalmi.com/Find-a-Dentist.aspx> or call (800) 330-2732 (TTY Users call 711). **When accessing Delta Dental's online Dentist Directory you must select the link labeled Medicare Advantage PPO and Medicare Advantage Premier.**

If the Dentist you select is not a Delta Dental Medicare Advantage Participating Dentist, you will still be covered, but you may have to pay more.

If you choose a Nonparticipating Dentist, you will be responsible for any difference between the Nonparticipating Dentist Fee and the Dentist's Submitted Fee, in addition to any Copayment.

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#### **IV. Accessing Your Benefits**

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To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental's Medicare Advantage Dental Plan. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at (800) 330-2732.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. Your full name and address
  - b. Your Priority Health Member ID number
  - c. Your date of birth

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#### **Notice of Claim Forms**

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Delta Dental does not require special claim forms. However, most dental offices have claim forms available. Medicare Advantage Participating Dentists will fill out and submit your dental claims for you.

Mail claims and completed information requests to:

**Delta Dental  
P.O. Box 9085  
Farmington Hills, Michigan 48333-9085**

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#### **Pre-Treatment Estimate**

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You or your Dentist may seek a Pre-Treatment Estimate from Delta Dental at any time. A Pre-Treatment Estimate is a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

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#### **Written Notice of Claim and Time of Payment**

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Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all claims under This Plan are Post-Service Claims. All claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a claim is filed, Delta Dental will decide it within 30 days of receiving it. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be

received within 60 days or your claim will be denied. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to decide your claim. If you or your Dentist does not supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.

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#### Authorized Representative

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You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Grievance and Appeals Procedure section). You should call Delta Dental's Customer Service department, toll-free, at (800) 330-2732, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative or you may use the CMS Appointment of Representative Form (Form CMS-1696). While in some circumstances your Dentist is treated as your authorized representative, generally Delta Dental only recognizes the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

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#### Questions and Assistance

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Questions regarding your coverage should be directed to Delta Dental's Customer Service department, at (800) 330-2732 (toll-free). You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, your Priority Health Member ID number, and your daytime telephone number.

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#### V. How Payment is Made

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If your Dentist is a Medicare Advantage Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to the Medicare Advantage Participating Dentists and you will be responsible for any applicable Copayments or Deductibles. Unless prohibited by federal law, you will

be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist, Delta Dental will usually send payment to you, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

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#### VI. Benefit Categories

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##### *Important*

A description of various dental services that can be selected for dental benefits is included below. **ONLY the dental services listed in your Summary of Dental Plan Benefits are covered by This Plan.** Covered Services are also subject to exclusions and limitations. You will want to review this section of this Certificate carefully.

##### *Diagnostic and Preventive Services*

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##### Diagnostic and Preventive Services

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Services and procedures to determine your dental health or to prevent or reduce dental disease. These services include one examination and evaluation and one prophylaxis (cleaning) per calendar year under the medical plan.

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##### Radiographs

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X-rays as required for routine care or as needed to diagnose the condition of your teeth. One bitewing x-ray is covered at 50 percent per calendar year.

##### *Basic Services*

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##### Endodontic Services

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The treatment of teeth with diseased or damaged nerves (for example, root canals) is not a Covered Service.

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##### Minor Restorative Services

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Minor services to rebuild and repair your teeth damaged by disease, decay, fracture, or injury, such as amalgam (silver) fillings on posterior (back) teeth and composite resin (white) fillings on anterior (front) teeth. These are not Covered Services.

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#### VII. Exclusions and Limitations

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## **Exclusions**

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for the same will be your responsibility (though your payment obligation may be satisfied by insurance or some other arrangement for which you are eligible):**

1. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
2. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
3. Services started or appliances started before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
4. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/solutions, and relative analgesia.
5. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
6. Charges for hospitalization, laboratory tests, and histopathological examinations.
7. Charges for failure to keep a scheduled visit with the Dentist.
8. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
9. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
10. Services or supplies, as determined by Delta Dental, which are specialized techniques.
11. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
13. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
14. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
15. Services or supplies received due to an act of war, declared or undeclared.
16. Services or supplies covered under a hospital, surgical/medical, (including Medicare Advantage), or prescription drug program.
17. Services or supplies that are not within the categories of Benefits selected by your employer or organization and that are not covered under the terms of this Certificate.
18. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Sealants.
21. Space maintainers.
22. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
24. Veneers.
25. Prefabricated crowns used as final restorations on permanent teeth.
26. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the contract between Delta Dental and your employer or organization.
27. Paste-type root canal fillings on permanent teeth.
28. Replacement, repair, relines, or adjustments of occlusal guards.
29. Chemical curettage.



30. Periodontal Services.
  31. Major Restorative Services.
  32. Prosthodontic Services
  33. Services associated with overdentures.
  34. Metal bases on removable prostheses.
  35. The replacement of teeth beyond the normal complement of teeth.
  36. Personalization or characterization of any service or appliance.
  37. Temporary crowns used for temporization during crown or bridge fabrication.
  38. Posterior bridges in conjunction with partial dentures in the same arch.
  39. Precision attachments and stress breakers.
  40. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
  41. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
  42. Orthodontic Services.
  43. Periodontal Services.
  44. Prosthodontic relines and repairs.
  45. Oral Surgery.
  46. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
  47. Myofunctional therapy.
  48. Mounted case analyses.
- Delta Dental will make no payment for the following services or supplies. Medicare Advantage Participating Dentists may not charge Eligible Persons for these services or supplies. All charges from Nonparticipating Dentists for the following are your responsibility:**
1. The completion of forms or submission of claims.
  2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
  3. Local anesthesia.
  4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
  5. Infection control.
  6. Temporary, interim, or provisional crowns.
  7. Gingivectomy as an aid to the placement of a restoration.
  8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
  9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
  10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
  11. Post-operative X-rays, when done following any completed service or procedure.
  12. Periodontal charting.
  13. Pins and preformed posts, when done with core buildups for crowns, onlays, or inlays.
  14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
  15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
  16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
  17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
  18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
  19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
  20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
  21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
- Limitations***

**The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or any dental plan:**

1. Bitewing X-rays are payable once per calendar year.
2. Prophylaxes (routine adult cleanings) are payable once per calendar year.
3. Oral examinations and evaluations are payable once per calendar year, regardless of the Dentist's specialty.
4. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. This date is usually the first of the month following receipt of a valid, written request to disenroll that was accepted by our plan during a valid Medicare election period. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a claim for those services within one year of the date of service.
5. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.
6. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

For example:

Periodontal maintenance cleanings – This Plan will pay only the applicable amount that it would have paid for a routine cleaning.

7. Maximum Payment: The maximum Benefits payable in any one Benefit Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.
8. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

9. Processing Policies may limit Delta Dental's payment for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Medicare Advantage Participating Dentists may not charge Eligible Persons for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan or, any dental plan:**

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
3. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
4. Processing Policies may limit Delta Dental's payment for services or supplies.

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## **VIII. Coordination of Benefits**

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The Coordination of Benefits ("COB") provision applies when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100 percent of the total Allowable Expense.

### **Definitions**

Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, medical care components of long-

term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; or coverage under other federal governmental plans that do not permit coordination.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan, for purposes of this section, means the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that the total benefits paid by all Plans do not exceed the Submitted Amount. In no event will This Plan's payments exceed the Maximum Approved Fee.

### **Order of Benefits Determination Rules**

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. This Plan will pay primary over any Medicaid or Retiree Plan that you may have.
2. This Plan will pay secondary to any employer sponsored, automobile, group, or individual Plan you may have, except for those listed in (1) above.
3. If This Plan is the Primary Plan, it will pay its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

4. Except as provided in the following paragraph, a Plan that does not contain a COB provision is always primary unless otherwise required by law.

Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder, shall be secondary regardless of whether or not it contains a COB provision.

5. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

### **Effect on the Benefits of This Plan**

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Submitted Amount. In determining the amount to be paid, This Plan will calculate the benefits it would have paid in the absence of other health care coverage (Maximum Approved Fee) and apply that the remaining amount that you owe to the Dentist following the Primary Plan's payment. The amount paid by This Plan will not exceed the Maximum Approved Fee.

### **Right of Recovery**

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

### **Coordination Disputes**

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, (800) 330-2732, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at PO Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Grievance and Appeals Procedure below.

1231 East Beltline Ave, NE  
Grand Rapids, MI 49525

or

Fax: (616) 975-8827

Please include a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, your telephone number, the date, and any other information about your claim that you would like considered.

### Filing a Grievance

The Grievance process is used for certain types of problems only. This includes problems related to quality of care, waiting times, and the customer service you receive. This type of complaint does not involve coverage or payment disputes. The following explains how to use the process for filing a grievance.

Usually, calling **Priority Health** is the first step. If there is anything else you need to do, Priority Health will let you know. Call the Customer Service number on the back of your member ID card.

If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to **Priority Health**. If you put your complaint in writing, we will respond to your complaint in writing. You can send your complaint to:

**Priority Health**

**Customer Service Department, MS1115**

**1231 East Beltline Ave, NE**

**Grand Rapids, MI 49525**

or

**Fax: (616) 975-8826**

Please include your name, your telephone number, the date, and any other information about your claim that you would like considered.

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## X. Termination of Coverage

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Benefits will cease on the last day of the month in which you are terminated. You do not need to pay any monthly premiums after your termination date. If you paid a complete annual premium, you are entitled to a pro-rated refund for the remaining portion of the year. You will be refunded within 30 calendar days of receipt of your disenrollment. If coverage is terminated during the calendar year, you may not re-enroll until the next annual election or special election period.

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## XI. General Conditions

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Subrogation and Right of Reimbursement

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## IX. Grievance and Appeal Procedures

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### What to do if you have a problem or concern

This section explains two types of processes for handling problems and concerns:

- ◆ For problems related to benefits or coverage, you need to use the process for making appeals.
- ◆ For problems other than those related to benefits or coverage, you need to use the process for making grievances.

Both of these processes have been approved by Medicare. To ensure fairness and prompt handling of your problems, each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

Which one do you use? That depends on the type of problem you are having. The following is a brief description of each procedure. For a full description of these procedures, you should follow the process described in your **Priority Health plan coverage documents or call the Customer Service number on the back of your member ID card.**

**You should contact us right away.** An appeal or grievance must be made within **60** calendar days after you had the problem you want to appeal or complain about.

### Making an appeal

If we make a coverage decision and you are not satisfied with this decision, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you make an appeal, we review the coverage decision we have made to check to see if we were following all of the rules properly.

Delta Dental will notify you or your authorized representative if you receive an Adverse Benefit Determination after your claim is filed. If Delta Dental informs you that the Plan will pay the benefit you sought but will not pay the total amount of expenses incurred, and you must make a Copayment to satisfy the balance, you may also treat that as an Adverse Benefit Determination.

If you receive notice of an Adverse Benefit Determination, and if you think that Delta Dental incorrectly denied all or part of your claim, you can appeal. You can send your dispute to:

**Priority Health**

**Customer Service Department, MS1150**

If Delta Dental provides Benefits under this Certificate and you have a right to recover damages from another, Delta Dental is subrogated to that right.

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions. You or your legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them.

If you do not recover damages from any party or through any coverage named above, you must reimburse Delta Dental from that recovery to the extent of payments made under This Plan.

#### Obtaining and Releasing Information

You agree to provide Delta Dental with any information it needs to process your claims and administer your Benefits. This includes allowing Delta Dental access to your dental records.

#### Dentist-Patient Relationship

You are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship and is solely responsible to the patient for dental advice and treatment and any resulting liability.

#### Loss of Eligibility During Treatment

If you lose eligibility while receiving dental treatment, only Covered Services received while you are covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

#### Late Claims Submission

Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed.

#### Change of Certificate or Contract

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

#### Actions

No action on a legal claim arising out of or related to this Certificate will be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

#### Governing Law

This Certificate and the underlying group contract will be governed by and interpreted under Centers for Medicare and Medicaid (CMS).

#### Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to your acts, it may recover that payment from you. You authorize Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

#### Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you than is provided by this Certificate, that law shall control over the language of this Certificate.

Priority Health has HMO-POS and PPO plans with a Medicare contract. Enrollment in Priority Health Medicare depends on contract renewal. Benefits, premiums and copayments/coinsurance may change on January 1 of each year.

**Any person intending to deceive an insurer, who knowingly submits an application or files a claim containing a false or misleading statement, is guilty of insurance fraud.**

**Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.**

**ANTI-FRAUD TOLL-FREE HOTLINE:**

**(800) 524-0147 (TTY Users call 711)**

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