

Delta Dental PPO

**Hanford Employee Welfare Trust**

Washington Dental Service, a Delta Dental Plan  
Plan No. **00522 – Buy-Up Plan**

Effective: **January 1, 2010**

## Questions Regarding Your Plan

If you have questions regarding your dental benefits plan, you may call:

Washington Dental Service Customer Service

(206) 522-2300

(800) 554-1907

Written inquiries may be sent to:

Washington Dental Service

Customer Service Department

P.O. Box 75983

Seattle, WA 98175-0983

You can also reach us through Internet e-mail at [info@DeltaDentalWA.com](mailto:info@DeltaDentalWA.com).

For the most current listing of Washington Dental Service participating dentists, visit our online directory at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com).

## Communication Access for Individuals who are Deaf, Hard of Hearing, Deaf-blind or Speech-disabled

Communications with Washington Dental Service for people who are deaf, hard of hearing, deaf-blind and/or speech disabled is available through Washington Relay Service. This is a free telecommunications relay service provided by the Washington State Office of the Deaf and Hard of Hearing.

The relay service allows individuals who use a Teletypewriter (TTY) to communicate with Washington Dental Service through specially trained communications assistants.

Anyone wishing to use Washington Relay Service can simply dial 711 (the statewide telephone relay number) or 1-800-833-6384 to connect with a communications assistant. Ask the communications assistant to dial Washington Dental Service Customer Service at 1-800-554-1907. The communications assistant will then relay the conversation between you and the Washington Dental Service customer service representative.

This service is free of charge in local calling areas. Calls can be made anywhere in the world, 24 hours a day, 365 days a year, with no restrictions on the number, length or type of calls. All calls are confidential, and no records of any conversation are maintained.

## Well Baby Checkups

For your infant child, Washington Dental Service offers access to oral evaluation and fluoride through your family physician. Please ensure your infant child is enrolled in your dental plan to receive these benefits. Many physicians are trained to offer these evaluations, so please inquire when scheduling an appointment to be sure your physician offers this type of services. When visiting a participating physician with your infant (age 0-3), WDS will reimburse the physician on your behalf for specific services performed, up to the amount listed below:

- Oral Evaluation: Reimbursed up to \$43
- Topical application of fluoride: Reimbursed up to \$36

Please see the "Benefits Covered by Your Plan" section of this booklet for any other limitations. Also, Please be aware that Washington Dental Service has no control over the charges or billing practices of non-dentist providers which may affect the amount Washington Dental Service will pay and your financial responsibility.

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## Summary of Benefits

### Reimbursement Levels for Allowable Benefits

#### Delta Dental PPO Dentists

*Class I .....	Constant 80%
Class II .....	Constant 70%
Class III .....	Constant 50%
*Orthodontic procedures .....	Constant 50%

#### Non-Delta Dental PPO Dentists and Nonparticipating Dentists

*Class I .....	Constant 60%
Class II .....	Constant 60%
Class III .....	Constant 40%
*Orthodontic procedures .....	Constant 50%

#### Plan Deductible and Maximum

*Annual Deductible per Person .....	\$50
*Annual Deductible — Family Maximum .....	\$100
Annual Plan Maximum per Person .....	\$1,500
*Lifetime Orthodontic Benefits per Person .....	\$1,200

#### Benefit Period

Most dental benefits are calculated within a “benefit period,” which is typically for one year. For this plan, the benefit period is the 12-month period starting January 1 and ending December 31.

All covered employees and covered dependents are eligible for Class I, Class II, Class III covered dental benefits and orthodontic benefits.

\*Annual deductible is waived for Class I covered dental benefits and orthodontic benefits.

#### Introduction

Welcome to the Delta Dental PPO dental plan, which is administered by Washington Dental Service (WDS), the state’s largest and most experienced dental benefits carrier. WDS is a member of the nationwide Delta Dental Plans Association. With a Delta Dental plan from WDS, you join more than 50 million people across the nation who have discovered the value of our coverage.

This booklet sets forth in summary form an explanation of the coverage available under your dental plan. The contract is on file with your employer.

## How to Use Your Plan

The best way to take full advantage of your dental plan is to understand its features. You can do this most easily by reading this benefits booklet *before* you go to the dentist. The booklet is designed to give you a clear understanding of how your dental coverage works and how to make it work for you. It also answers some common questions and defines a few technical terms. If this booklet does not answer all of your questions, or if you do not understand something, call a WDS customer service representative at (206) 522-2300 or (800) 554-1907. *Please be sure to consult your provider regarding any charges that may be your responsibility before treatment begins.*

## Choosing a Dentist

With WDS, you may select any licensed dentist; however, your benefits may be paid at a higher level and your out-of-pocket expenses may be paid at a lower level if you choose a participating WDS dentist. Tell your dentist that you are covered by a WDS dental plan and provide your identification number, the plan name and the group number — which is **00522 – Buy-Up Plan**.

## Delta Dental Participating Dentists

If you select a dentist who is a WDS participating provider, that dentist has agreed to provide treatment for eligible persons covered by WDS plans according to the provisions of his or her participating dentist contract. You will not have to hassle with sending in claim forms. Participating dentists complete claim forms and submit them directly to WDS. They receive payment directly from WDS. You will not be charged more than the participating dentist's approved fee or the fee that the WDS dentist has filed with us. You will be responsible only for stated coinsurances, deductibles, any amount over the plan maximum and for any elective care you choose to receive outside the covered dental benefits.

### Delta Dental PPO Dentists

Delta Dental PPO dentists must be Washington Dental Service/Delta Dental participating dentists in order to participate in the Delta Dental PPO network. Delta Dental PPO dentists receive payment based on their Delta Dental PPO filed fees at the percentage levels listed on your plan for Delta Dental PPO dentists. Patients are responsible only for percentage coinsurance up to the Delta Dental PPO filed fees. Delta Dental PPO is a point-of-service plan, meaning that you can choose any dentist — in or out of the Delta Dental PPO network — at the time you need treatment. However, if you select a dentist who is a Delta Dental PPO dentist, your benefits will likely be paid at a higher level and your out-of-pocket expenses may be lower.

### Delta Dental Premier<sup>®</sup> Dentists (non-PPO)

Delta Dental Premier<sup>®</sup> dentists also have contracts with WDS, but they are not part of the Delta Dental PPO network. Delta Dental Premier dentists will submit claim forms for you and receive payment directly from WDS. Their payments will be based on their pre-approved fees with WDS. They also cannot charge you more than these fees. You will be responsible only for stated deductibles, coinsurance and/or amounts in excess of the plan maximum.

## **Nonparticipating Dentists in Washington State**

If you select a dentist who is not a WDS participating dentist, you are responsible for having your dentist complete and sign a claim form. We accept any American Dental Association-approved claim form that your dentist may provide. You can also download claim forms from our Web site at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com). It is up to you to ensure that the claim is sent to WDS. Payment for services performed by a nonparticipating dentist will be based on actual charges or WDS's maximum allowable fees for nonparticipating dentists, whichever is less. You will be responsible for any balance remaining. Please be aware that WDS has no control over nonparticipating dentists' charges or billing practices.

## **Out-of-State Dentists**

If you receive treatment from a dentist outside Washington state, you are responsible for having the dentist complete and sign a claim form. It is also up to you to ensure that the claim is sent to WDS. Payment will be based upon actual charges or WDS's maximum allowable fees for participating dentists, whichever is less.

## **Claim Forms**

American Dental Association-approved claim forms may be obtained from your dentist, or you may download claim forms from our Web site at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com).

WDS shall not be obligated to pay for treatment performed if claim forms are not submitted for payment in a timely manner after the date of such treatment. Written notice of claim for benefits must be received by WDS within six months after the date of treatment or as soon as medically possible. No claims will be accepted later than one year from the date of treatment unless the eligible person is legally incapacitated throughout the year. For orthodontia claims, the initial banding date is the treatment date considered in the timely filing.

## **Predetermination of Benefits**

If your dental care will be extensive, you may ask your dentist to complete and submit a request for an estimate, sometimes called a "predetermination of benefits." This will allow you to know in advance what procedures may be covered, the amount WDS may pay and your expected financial responsibility. A predetermination is not a guarantee of payment.

## **Reimbursement Levels**

Your dental plan offers three classes of covered treatment. Each class also specifies limitations and exclusions. For a summary of reimbursement levels for your plan, see the Summary of Benefits section in the front of this booklet.

*See "Benefits Covered by Your Plan" for specific Class I, Class II and Class III covered dental benefits under this plan.*

## **Limitations and Exclusions**

Dental plans typically include limitations and exclusions, meaning that the plans do not cover every aspect of dental care. This can affect the type of procedures performed or the number of visits. These limitations are detailed in this booklet under the sections called “Benefits Covered by Your Plan”, “General Limitations” and “General Exclusions.” They warrant careful reading.

## **Coinsurance**

WDS will pay a predetermined percentage of the cost of your treatment (see Reimbursement Levels for Allowable Benefits under the Summary of Benefits) and you are responsible for paying the balance. What you pay is called the coinsurance. It is paid even after a deductible is met.

## **Plan Maximum**

For your plan, the maximum amount payable by WDS/Delta Dental for Class I, II and III covered dental benefits per eligible person is \$1,500 each benefit period. Charges for dental procedures requiring multiple treatment dates are considered incurred on the date the services are completed. Amounts paid for such procedures will be applied to the plan maximum based on the incurred date.

The lifetime maximum amount payable by WDS/Delta Dental for orthodontic benefits is \$1,200 per eligible person.

## **Plan Deductible**

Your plan has a \$50 deductible per eligible person each benefit period. This means that from the first payment or payments made for covered dental benefits, a deduction of \$50 is made. Once each eligible person has satisfied the deductible during the period, no further deduction will apply to that eligible person until the next period. The maximum deductible per family each benefit period is \$100. This means that the maximum amount that will be deducted for a family shall not exceed two times the individual deductible. Once a family has satisfied the maximum deductible amount during the period, no further deduction will apply to that family until the next succeeding period. The deductible does not apply to Class I covered dental benefits or orthodontic benefits.

## **Employee Eligibility and Termination**

You are eligible to enroll for the HEWT-sponsored health plans, medical/vision and dental, if:

1. you are a regular full-time or part-time employee of the Company that is a sponsor of the HEWT, and
2. you are in a job category to which these benefits are offered, and
3. you have a regular work schedule of at least 20 hours per week, and
4. you meet other eligibility requirements as outlined herein.

Temporary and hourly employees are not eligible.

No one can be covered more than once in a HEWT-sponsored medical/vision and dental plan. For example, an individual cannot enroll as an employee, retiree, or COBRA participant, and also be covered as a dependent of another employee, retiree, or COBRA participant.

New employees are eligible on the date of hire.

Eligible employees and their dependents can enroll:

1. at the time the employee is hired, to be effective the date of hire;
2. within 31 days of first becoming eligible, such as a life event (marriage, birth, adoption, custody, etc.); effective the date of the life event; or
3. during the annual benefits open enrollment. Coverage for eligible employees and dependents begins on January 1 of the following calendar year.

Coverage terminates when you cease to be an eligible employee.

If you cease to work because of a strike, lockout, or other labor dispute, an eligible employee may pay the applicable fees directly to the employer for a period not to exceed six months. Payment of fees must be made when due, or WDS may terminate the coverage.

The Federal Family and Medical Leave Act ("FMLA") became effective August 5, 1993. The benefits under your WDS dental plan may be continued provided you are eligible for FMLA and you are on a leave of absence that meets the FMLA criteria. For further information, contact your employer.

## **Dependent Eligibility and Termination**

Your eligible dependents include:

1. *your legal spouse*, as recognized by Washington State law, unless he or she is enrolled in one of the HEWT-sponsored medical/vision and dental plans.
2. *your unmarried children*, under age 23, that you provide over 50 percent of their support and maintenance, provided they are not:
  - (a) in the military service; or
  - (b) employed full-time; or
  - (c) eligible for any other group health benefits through their employer.

The term *children* means: natural children, legally adopted children, stepchildren who reside in your home, and other children where the employee or spouse has legal guardianship, custody, or conservatorship evidenced by a court order.

Your dependents are covered from the date they join your family by reason of the definitions as stated above. However, you must formally add them as covered dependents within 31 days of the event. Contact Benefits Administration at 509-376-6962, email (Benefits-HEWT@rl.gov) or Mission Support Alliance, LLC Administrator for the HEWT P.O. Box 650 H2-23 Richland, WA 99352 in order to ensure coverage. Special rules apply to newborn or adopted children: 1) A newborn or adopted newborn dependent is automatically covered for 21 days following birth; 2) A newborn or adopted child may be enrolled retroactively within 60 days following date of birth or placement for adoption; 3) If no additional fee is required, enrollment is not required as a condition of coverage, but claim reimbursement may be delayed until enrollment is completed.

Under the following circumstances, HEWT-sponsored health coverage can be continued upon reaching age 23 if:

1. the child is a full-time student, as defined below:
  - (a) A full-time student is a person who is enrolled in and attending, full-time, a recognized course of study or training at one of the following:
    - an accredited high school;
    - an accredited college or university;
    - a licensed vocational school, technical school, beautician school, automotive school, or similar training school.
    - Full-time student status is determined in accordance with the standards set forth by the educational institution. Full-time student status ceases upon graduation or if you are no longer enrolled and attending on a full-time basis. Full-time student status continues during periods of regular vacation.
2. the child is not able to be self-supporting by reason of mental retardation or a physical handicap, provided:
  - (a) the handicap existed before age 23, and
  - (b) the child was covered as a dependent prior to reaching age 23, and
  - (c) the child is principally dependent on you for support, and
  - (d) proof of the child's condition and dependence is submitted prior to the date coverage would otherwise have ended.

We may require that the child be examined by a physician chosen by us at our cost. You may be required to continue to provide proof that the child meets the conditions of incapacity and dependency. If you do not provide proof of the child's incapacity and dependency within 30 days of request, coverage for the child will end.

*Under no circumstances can coverage for dependent children be added or reinstated after age 23.*

No one can be covered as a dependent child of more than one HEWT-eligible participant.

A child will be considered an eligible dependent as an adopted child if the following conditions are met: 1) the child has been placed with the eligible employee for the purpose of adoption under the laws of the state in which the employee resides; and 2) the employee has assumed a legal obligation for total or partial support of the child in anticipation of adoption. When additional premium is not required, we encourage enrollment as soon as possible to prevent delays in claims processing (see "Special Enrollment").

Pursuant to the terms of a Qualified Medical Child Support Order (QMCSO), the plan also provides coverage for a child, even if the parent does not have legal custody of the child or the child is not dependent on the parent for support. This applies regardless of any enrollment season restrictions that might otherwise exist for dependent coverage. If parent is not enrolled in dental benefits, he/she must enroll for coverage for himself/herself and the child. If the plan receives a valid QMCSO and the parent does not enroll the dependent child, the custodial parent or state agency may do so.

A QMCSO may be either a National Medical Child Support Notice issued by a state child support agency or an order or judgment from a state court or administrative body directing the company to cover a child under the plan. Federal law provides that a QMCSO must meet certain form and content requirements to be valid. A custodial parent, a state agency or an alternate recipient may enroll a dependent child under the terms of a valid QMCSO. A child who is eligible for coverage through a QMCSO may not enroll dependents for coverage under the plan.

Dependent coverage terminates when the parent's coverage terminates, or when the dependent ceases to be eligible, whichever occurs first.

You may terminate coverage of an eligible dependent only coincident with a subsequent renewal or extension of the dental plan. Once an eligible employee terminates such eligible dependents coverage, the coverage cannot be reinstated, unless there is a change in family status.

A new family member, with the exception of newborns and adopted children, should be enrolled on the day he or she qualifies as an eligible dependent (see "Special Enrollment").

A newborn shall be covered from and after the moment of birth, and an adopted child shall be covered from the date of assumption of a legal obligation for total or partial support. When additional premium is not required, we encourage enrollment as soon as possible to prevent delays in claims processing (see "Special Enrollment") but coverage will be provided in any event. Dental coverage provided shall include, but is not limited to, coverage for congenital anomalies of infant children.

Eligible employees who choose not to enroll an eligible dependent during the initial enrollment period of the dental plan may enroll the eligible dependent only during an open enrollment, except under special enrollment.

## **Special Enrollment Periods**

Special enrollments are allowed under the following conditions:

### **1. Loss of Other Coverage**

If you and/or your eligible dependents involuntarily lose coverage under another dental plan, you may apply for coverage under this plan if the following applies:

- You declined enrollment in this plan.
- You lose eligibility in another health plan or your coverage is terminated due to the following:
  - Legal separation or divorce
  - Cessation of dependent status
  - Death of employee
  - Termination of employment or employer contributions
  - Reduction in hours
  - Loss of individual or group market coverage because of move from plan area or termination of benefit plan
  - Exhaustion of COBRA coverage

- Your application to enroll in this plan is received by the HEWT within 31 days of losing other coverage. Coverage will be effective the first day of the month following receipt of application.

If these conditions are not met, you must wait until the next Open Enrollment Period to apply for coverage.

**Note:** Eligible dependents may not enroll in this plan unless the employee is a subscriber.

## 2. Marriage, Birth or Adoption

If you declined enrollment in this plan, you may apply for coverage for yourself and your eligible dependents in the event of marriage, birth of a child(ren), or when you or your spouse assume legal obligation for total or partial support of a child(ren) in anticipation of adoption.

- Marriage — HEWT requires notification be made within 31 days of the date of marriage. If enrollment and payment are not completed within the 31 days, the eligible dependent may be enrolled during the next open enrollment.
- Birth — A newborn shall be covered from and after the moment of birth. HEWT requests the application for coverage be made within 60 days of the date of birth. If an additional premium for coverage is required and enrollment and payment is not completed within the 60 days, the eligible dependent may be enrolled during the next open enrollment.
- Adoption — HEWT requests the application for coverage be made within 60 days of the date of assumption of a legal obligation for total or partial support of the child in anticipation of adoption. If an additional premium for coverage is required and enrollment and payment is not completed within the 60 days, the eligible dependent may be enrolled during the next open enrollment.

## Extension of Benefits

In the event a person ceases to be eligible, or in the event of termination of this plan, WDS shall not be required to pay for services beyond the termination date. The exception will be for the completion (within three weeks) of procedures requiring multiple visits to complete the work started while coverage was in effect and that are otherwise benefits under the terms of this plan.

## How to Report Suspicion of Fraud

If you suspect a dental provider, an insurance producer or individual may be committing insurance fraud, please contact the WDS hotline for Fraud & Abuse at (800) 211-0359 or (206) 985-5927. You may also want to alert any of the appropriate law enforcement authorities listed:

- The National Insurance Crime Bureau (NICB). You can reach the NICB at 1 (800) 835-6422 (callers do not have to disclose their names when reporting fraud to the NICB).
- The Office of the Insurance Commissioner (OIC) at (360) 725-7263 or go to [www.insurance.wa.gov](http://www.insurance.wa.gov) for more information.

## **Continuation of Coverage — “COBRA”**

The “Continuation of Coverage” legislation passed into federal law (PL 99-272 and as amended by PL 104-191) requires that should certain qualifying events occur which would have previously terminated coverage, dependent coverage may continue for a period of time on a self-pay basis.

If a dependent no longer meets the eligibility requirements due to the death or divorce of the employee, or does not meet the age requirement for children, coverage may continue up to three years, or until the dependent is covered under another group dental plan, by self-paying the required premium.

Contact your employer for further clarification and details of how they plan to implement this continuation of coverage for eligible persons.

## **Coordination of Benefits**

If an eligible person is entitled to benefits under two or more group dental plans, the amount payable under this plan will be coordinated with any other plan. The amount paid by WDS, together with amounts from other group plans, will not exceed the total of the highest allowable dental expenses incurred.

The following rules establish the order of benefit payments:

- a. The benefits of the plan that does not have a coordination of benefits (COB) provision will be primary (the plan whose benefits are determined first).
- b. The benefits of the plan that covers the person as an employee, member, policyholder, subscriber or retiree will be determined before the benefits of a plan that covers the person as a dependent.
- c. If the person is a child whose parents are not separated or divorced:

The benefits of the plan covering the parent whose month and day of birth occurs earlier in the calendar year will be determined before the benefits of the plan of the parent whose month and day of birth occurs later in the calendar year. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- d. If the person is a child of parents who are separated or divorced or not living together, whether or not they have ever been married, if there is no court decree allocating responsibility for the child’s health care expenses or health care coverage, then the benefits are determined in the following order:
  - 1) The plan covering the custodial parent, first;
  - 2) The plan covering the spouse of the custodial parent, second;
  - 3) The plan covering the non-custodial parent, third; and
  - 4) The plan covering the spouse of the non-custodial parent, last.
- e. If a court decrees that one parent has financial or health care expenses or health care coverage responsibility, that plan is primary.
- f. The plan covering the person as a retired or laid-off employee or dependent of such person will be determined after the benefits of any other plan covering such person as an employee, other than a laid-off or retired employee, or dependent of such person. This provision will not apply if neither plan has a provision regarding laid-off or retired employees that results in each plan determining its benefits after the other.

- g. If a person whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan.
- h. If the above order does not establish the primary plan, then the plan that has covered that person for the longest period of time is the primary plan.

If you are covered by more than one health plan, you or your provider should file all your claims with each plan at the same time. If Medicare is your primary plan, Medicare may submit your claims to your secondary carrier for you.

If you are covered by more than one health benefit plan, and you do not know which your primary plan is, you or your provider should contact any one of the health plans to verify which plan is primary. The health plan you contact is responsible for working with the other plan to determine which is primary and will let you know within 30 calendar days.

To avoid delays in claims processing, if you are covered by more than one plan you should promptly report to your providers and plans any changes in your coverage.

**Note:** All health plans have timely claim filing requirements. If you or your provider fails to submit your claim to a secondary health plan within the plan's claim filing time limit, the plan can deny the claim. If you experience delays in the processing of your claim by the primary health plan, you or your provider will need to submit your claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim.

If payments that should have been made under this plan are made by another plan, WDS has the right, at its discretion, to remit to the other plan the amount it determines appropriate. To the extent of such payments, WDS is fully discharged from liability under this plan.

In the event WDS makes payments in excess of the maximum amount, WDS shall have the right to recover the excess payments from the patient, the subscriber, the provider or the other plan.

### **MySmile® Personal Benefits Center**

The MySmile® personal benefits center, available on Washington Dental Service's Web site at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com), is customized to your individual needs and provides you with the answers to your most pressing questions about your dental coverage. A simple, task-oriented, self-service interface, MySmile lets you search for a dentist in your plan network, review your recent dental activity, check details of your plan coverage, view and print your ID card, check the status of current claims, and more.

### **Health Insurance Portability and Accountability Act (HIPAA)**

Washington Dental Service is committed to protecting the privacy of your dental health information.

The Health Insurance Portability and Accountability Act (HIPAA) requires WDS to alert you of the availability of our Notice of Privacy Practices (NPP), which you may view and print by visiting [www.deltadentalwa.com](http://www.deltadentalwa.com). You may also request a printed copy by calling the WDS privacy hotline at (206) 985-5963.

## **Children's Health Insurance Plan Reauthorization Act (CHIPRA)**

CHIPRA allows special enrollment rights and allows states to subsidize premiums for employer-provided group health coverage for eligible children (excluding benefits provided under health FSAs and high-deductible health plans).

- Employees and dependents that are eligible but not enrolled for coverage may enroll under the following conditions:
- An employee or dependent loses Medicaid or CHIP coverage due to loss of eligibility, and the employee requests coverage within 60 days after the termination.
- An employee or dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP and the employee requests coverage within 60 days after the termination.

Contact your employer for further clarification and details of how they plan to implement this coverage for eligible persons.

## **Uniformed Services Employment & Re-Employment Rights Act (USERRA)**

Employees called to military service have the right to continue dental coverage for up to 24 months by paying the monthly premiums, even if they are employed by groups that are too small to comply with COBRA. USERRA contains other employment-related requirements, including (but not limited to) the employer having to hold the employee's position until he/she returns from service. For further information on this act, please contact your legal counsel or insurance producer.

## **Conversion Option**

If your dental coverage stops because your employment or eligibility ends or the group policy ends, you may apply directly to WDS to convert your coverage to an individual policy. You must apply within 31 days after termination of your group coverage. The benefits and premium costs may be different from those available under your current plan. There may be a gap in coverage between the date your coverage under your current plan ends and the date that coverage begins under an individual policy.

You may apply for coverage under a WDS Individual Plan online at [www.DeltaDentalWA.com/Individual](http://www.DeltaDentalWA.com/Individual) or by calling (800) 286-1885 to have an application sent to you. Converted policies are subject to certain benefits and limits.

## **American Recovery and Reinvestment Act (ARRA)**

The American Recovery and Reinvestment Act of 2009 (ARRA) provides for premium reductions and additional election opportunities for health benefits under COBRA. The premium reduction applies to periods of health coverage beginning on or after February 17, 2009 and lasts for up to nine months for those eligible for COBRA due to an involuntary termination of employment during the period beginning September 1, 2008 and ending December 31, 2009.

## **Benefits Covered By Your Plan**

The following are Class I, Class II and Class III covered dental benefits under this plan that are subject to the limitations and exclusions contained in this booklet. Such benefits (**as defined**) are available only when provided by a licensed dentist or other WDS-approved licensed professional when appropriate and necessary as determined by the standards of generally accepted dental practice and WDS.

The amounts payable by WDS for Class I, Class II and Class III covered dental benefits are described elsewhere in this booklet.

### **Class I**

#### **Diagnostic**

##### **Covered Dental Benefits**

- Routine examination (periodic oral evaluation)
- Comprehensive oral evaluation
- X-rays
- Emergency examination
- Specialist examination performed by a specialist in an American Dental Association recognized specialty
- WDS-approved periodontal susceptibility/risk tests

##### **Limitations**

- Routine examination is covered twice in a benefit period.
- Comprehensive oral evaluation is covered once in a three-year period from the date of service per eligible person per dentist. Additional comprehensive oral evaluations are allowed as routine examinations.
  - Comprehensive oral evaluations are considered as one of the two covered examinations per benefit period.
- Complete series (any number or combination of intraoral X-rays, billed for same date of service, that equals or exceeds the allowed fee for a complete series is considered a complete series for payment purposes) or panorex X-rays are covered once in a five-year period from the date of service.
- Supplementary bitewing X-rays are covered once in a benefit period.
- Diagnostic services and X-rays related to temporomandibular joints (jaw joints) are not a paid covered benefit under Class I benefits.

##### **Exclusions**

- Consultations or elective second opinions.
- Posterior – anterior or lateral skull and facial bone survey film.
- Cephalometric film
- Oral/Facial images (includes intra and extraoral images)
- Study models/diagnostic casts.
- Caries susceptibility/risk tests.

## **Preventive**

### **Covered Dental Benefits**

- Prophylaxis (cleaning)
- Fissure sealants
- Topical application of fluoride or preventive therapies (e.g. fluoridated varnishes)
- Space maintainers (with limitations)

### **Limitations**

- Prophylaxis and/or periodontal maintenance (periodontal maintenance is paid at Class II) procedures will be limited to two procedures in a benefit period.
- Topical application of fluoride or preventive therapies (*but not both*) is limited to two covered procedures in a benefit period.
- Fissure sealants:
  - Payment for application of sealants will be for permanent maxillary (upper) or mandibular (lower) molars with incipient or no caries (decay) on an intact occlusal surface.
  - The application of fissure sealants is a covered dental benefit only once in a two-year period per tooth from the date of service.
- Space maintainers:
  - When used to maintain space for eruption of permanent teeth.
  - Replacement of a space maintainer previously paid for by WDS is not a paid covered benefit.

### **Exclusions**

- Plaque control program (oral hygiene instruction, dietary instruction and home fluoride kits)
- Cleaning of prosthetic appliances

## **Periodontics**

### **Covered Dental Benefits**

- Prescription-strength fluoride toothpaste
- Antimicrobial mouth rinse

### **Limitations**

- Prescription-strength fluoride toothpaste and antimicrobial mouth rinse are covered dental benefits following periodontal surgery or other covered periodontal procedures when dispensed in a dental office.
- Proof of a periodontal procedure must accompany the claim or the patient's WDS history must show a periodontal procedure within the previous 180 days.
- Antimicrobial mouth rinse is covered once per periodontal treatment.
- Antimicrobial mouth rinse is available for women during pregnancy without any periodontal procedure.

*\*\*\*Refer also to General Limitations and General Exclusions\*\*\**

## **Class II**

**Note:** *Please be sure to consult your provider regarding any charges that may be your responsibility before treatment begins.*

### **General Anesthesia**

#### **Covered Dental Benefits**

- General anesthesia when administered by a licensed dentist or other WDS-approved licensed professional who meets the educational, credentialing and privileging guidelines established by the Dental Quality Assurance Commission of the state of Washington or as determined by the state in which the services are provided.

#### **Limitations**

- General anesthesia is covered in conjunction with certain covered endodontic, periodontic and oral surgery procedures, as determined by WDS, or when medically necessary, for children through age six, or a physically or developmentally disabled person, when in conjunction with Class I, II, III and Orthodontic covered dental procedures.
- Either general anesthesia or intravenous sedation (*but not both*) are covered when performed on the same day.
- General anesthesia for routine post-operative procedures is not a paid covered benefit.

### **Intravenous Sedation**

#### **Covered Dental Benefits**

- Intravenous sedation when administered by a licensed dentist or other WDS-approved licensed professional who meets the educational, credentialing and privileging guidelines established by the Dental Quality Assurance Commission of the state of Washington or as determined by the state in which the services are provided.

#### **Limitations**

- Intravenous sedation is covered in conjunction with certain covered endodontic, periodontic and oral surgery procedures, as determined by WDS.
- Either general anesthesia or intravenous sedation (*but not both*) are covered when performed on the same day.
- Intravenous sedation for routine post-operative procedures is not a paid covered benefit.

### **Palliative Treatment**

#### **Covered Dental Benefits**

- Palliative treatment for pain

## **Restorative**

### **Covered Dental Benefits**

- Amalgam restorations (fillings) and, in anterior (front) teeth, resin-based composite or glass ionomer restorations are covered for the following reasons:
  - Treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)
  - Fracture resulting in significant loss of tooth structure (missing cusp)
  - Fracture resulting in significant damage to an existing restoration
- Resin-based composite or glass ionomer restorations placed in the buccal (facial) surface of bicuspid.
- Stainless steel crowns

### **Limitations**

- Restorations on the same surface(s) of the same tooth are covered once in a two-year period from the date of service.
- If a resin-based composite or glass ionomer restoration is placed in a posterior tooth (except on bicuspid as noted above), it will be considered as a cosmetic procedure and an amalgam allowance will be made, with any difference in cost being the responsibility of the patient.
- Restorations necessary to correct vertical dimension or to alter the morphology (shape) or occlusion are not a paid covered benefit.
- Stainless steel crowns are covered once in a two-year period from the seat date.
- *Refer to Class III Restorative for crowns, veneers, inlays or onlays.*

### **Exclusions**

- Overhang removal
- Copings
- Re-contouring or polishing of restoration

## **Oral Surgery**

### **Covered Dental Benefits**

- Removal of teeth
- Preparation of the mouth for insertion of dentures
- Treatment of pathological conditions and traumatic injuries of the mouth
- *Refer to Class II General Anesthesia or Intravenous Sedation for additional information.*

### **Exclusions**

- Bone replacement graft for ridge preservation
- Bone grafts, of any kind, to the upper or lower jaws not associated with periodontal treatment of teeth
- Tooth transplants
- Materials placed in tooth extraction sockets for the purpose of generating osseous filling

## **Periodontics**

### **Covered Dental Benefits**

- Periodontal maintenance
- Surgical and nonsurgical procedures for treatment of the tissues supporting the teeth.
- Services covered include:
  - Periodontal scaling/root planing
  - Periodontal surgery
  - Limited adjustments to occlusion (eight teeth or fewer)

### **Limitations**

- Periodontal scaling/root planing is covered once in a three-year period from the date of service.
- Periodontal maintenance and/or prophylaxis procedures (prophylaxis is paid at Class I) will be limited to two procedures in a benefit period.
- Periodontal surgery (per site) is covered once in a three-year period from the date of service.
- Limited occlusal adjustments are covered once in a 12-month period from the date of service.
- Crown and bridgework in conjunction with periodontal splinting and crowns as part of periodontal therapy and periodontal appliances are not a covered benefit.

### **Exclusions**

- Occlusal guard (nightguard)
- Gingival curettage
- Major (complete) occlusal adjustment

## **Endodontics**

### **Covered Dental Benefits**

- Procedures for pulpal and root canal treatment, services covered include:
  - Pulp exposure treatment
  - Pulpotomy
  - Apicoectomy

### **Limitations**

- Root canal treatment on the same tooth is covered only once in a two-year period from the date of service.
- Re-treatment of the same tooth is allowed when performed by a different dental office.
- *Refer to Class III Prosthodontics for root canals placed in conjunction with a prosthetic appliance.*

### **Exclusions**

- Bleaching of teeth

*\*\*\*Refer also to General Limitations and General Exclusions\*\*\**

### **Class III**

**Note:** *Please be sure to consult your provider regarding any charges that may be your responsibility before treatment begins.*

### **Restorative**

#### **Covered Dental Benefits**

- Crowns, veneers, inlays (as a single tooth restoration – with limitations), onlays (whether they are gold, porcelain, WDS-approved gold substitute castings [except laboratory processed resin] or combinations thereof) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) or fracture resulting in significant loss of tooth structure (missing cusp), when teeth cannot reasonably be restored with filling materials such as amalgam or resin-based composites.
- Crown buildups, subject to limitations
- Post and core, subject to limitations

#### **Limitations**

- Crowns, veneers, inlays (as a single tooth restoration – with limitations) or onlays on the same teeth are covered once in a seven-year period from the seat date.
- If a tooth can be restored with a filling material such as amalgam or resin-based composites, an allowance will be made for such a procedure toward the cost of any other type of restoration that may be provided.
- WDS will allow the appropriate amount for an amalgam restoration (posterior tooth) or resin-based composite restoration (anterior tooth) toward the cost of a laboratory processed resin onlay, veneer, crown or inlay (as a single tooth restoration – with limitations).
- Payment for crowns, veneers, inlays (as a single tooth restoration – with limitations) or onlays shall be paid upon the seat date.
- Inlays (as a single tooth restoration) will be considered as a cosmetic procedure and an amalgam allowance will be made, with any difference in cost being the responsibility of the patient.
- Crown buildups are a covered benefit when more than 50 percent of the natural coronal tooth structure is missing or there is less than 2mm of vertical height remaining for 180 degrees or more of the tooth circumference and there is evidence of decay or other significant pathology.

- Crown buildups are covered once in a seven-year period from the date of service.
- Crown buildups are not a paid covered benefit within two years from the date of service of a restoration on the same tooth.
- Crown buildups for the purpose of improving tooth form, filling in undercuts or reducing bulk in castings are considered basing materials and are not a paid covered benefit.
- Post and core are covered once in a seven-year period on the same tooth from the date of service.
- A crown used for purposes of re-contouring or repositioning a tooth to provide additional retention for a removable partial denture is not a paid covered benefit unless the tooth is decayed to the extent that a crown would be required to restore the tooth whether or not a removable partial denture is part of the treatment.
- Crowns or onlays are not a paid covered benefit when used to repair micro-fractures of tooth structure when the tooth is asymptomatic (displays no symptoms) or there are existing restorations with defective margins when there is no decay or other significant pathology present.
- Crowns and/or onlays placed because of weakened cusps or existing large restorations without overt pathology is not a paid covered benefit.
- Crown and bridgework in conjunction with periodontal splinting or other periodontal therapy and periodontal appliances are not a paid covered benefit.

#### **Exclusions**

- Copings

#### **Prosthodontics**

##### **Covered Dental Benefits**

- Dentures
- Fixed partial dentures (fixed bridges)
- Inlays (only when used as a retainer for a fixed bridge)
- Removable partial dentures
- Adjustment or repair of an existing prosthetic device
- Surgical placement or removal of implants or attachments to implants

##### **Limitations**

- Replacement of an existing prosthetic device is covered only once every seven years from the delivery date and only then if it is unserviceable and cannot be made serviceable.
- Inlays are a covered benefit on the same teeth once in a seven-year period from the delivery date only when used as a retainer for a fixed bridge.
- Payment for dentures, fixed partial dentures (fixed bridges); inlays (only when used as a retainer for a fixed bridge) and removable partial dentures shall be paid upon the delivery date.
- Replacement of implants and superstructures is covered only after seven years/ have elapsed from any prior provision of the implant.
- Implant maintenance procedures, including:

- Removal of prosthesis
- Cleansing of prosthesis and abutments
- Reinsertion of prosthesis
- Crowns in conjunction with overdentures are not a paid covered benefit.
- **Full, immediate and overdentures** — WDS will allow the appropriate amount for a full, immediate or overdenture toward the cost of any other procedure that may be provided, such as personalized restorations or specialized treatment.
- Root canal treatment performed in conjunction with overdentures is limited to two teeth per arch and is paid at the Class III payment level.
- **Temporary/interim dentures** — WDS will allow the amount of a relines toward the cost of an interim partial or full denture. After placement of the permanent prosthesis, an initial relines will be a benefit after six months.
- **Partial dentures** — If a more elaborate or precision device is used to restore the case, WDS will allow the cost of a cast chrome and acrylic partial denture toward the cost of any other procedure that may be provided.
- **Denture adjustments and relines** — Denture adjustments and relines done more than six months after the initial placement are covered. Subsequent relines or rebases (*but not both*) will be covered once in a 12-month period from the date of service.

#### **Exclusions**

- Duplicate dentures
- Personalized dentures
- Maintenance or cleaning of prosthetic appliances
  - Except for implant maintenance
- Copings

*\*\*\*Refer also to General Limitations and General Exclusions\*\*\**

#### **Orthodontic Benefits for Adults and Eligible Children**

Orthodontic treatment is defined as the necessary procedures of treatment, performed by a licensed dentist, involving surgical or appliance therapy for movement of teeth and post-treatment retention.

The lifetime maximum amount payable by WDS for orthodontic benefits provided to an eligible person shall be \$1,200. Not more than \$600 of the maximum, or one-half of WDS's total responsibility shall be payable at the time of initial banding. Subsequent payments of WDS's responsibility shall be made on a monthly basis throughout the length of treatment submitted, providing the employee is eligible and the dependent is in compliance with the age limitation.

*It is strongly suggested that an orthodontic treatment plan be submitted to, and a predetermination be made by, WDS prior to commencement of treatment. A predetermination is not a guarantee of payment. Additionally, payment for orthodontic benefits is based upon eligibility. If individuals become ineligible prior to the payment of benefits, subsequent payment is not covered.*

### **Covered Dental Benefits**

- Treatment of malalignment of teeth and/or jaws. Orthodontic records: exams (initial, periodic, comprehensive, detailed and extensive), X-rays (intraoral, extraoral, diagnostic radiographs, panoramic), diagnostic photographs, diagnostic casts (study models) or cephalometric films.

### **Limitations**

- Payment is limited to:
  - Completion, or through limiting age (refer to Dependent Eligibility and Termination), whichever occur first.
  - Treatment received after coverage begins (claims must be submitted to WDS within the time limitation stated in the Claim Forms Section of the start of coverage). For orthodontia claims, the initial banding date is the treatment date considered in the timely filing.
- Treatment that began prior to the start of coverage will be prorated:
  - Payment is made based on the balance remaining after the down payment and charges prior to the date of eligibility are deducted.
  - WDS will issue payments based on our responsibility for the length of the treatment. The payments are issued providing the employee is eligible and the dependent is in compliance with the age limitation.
- In the event of termination of the treatment plan prior to completion of the case or termination of this plan, no subsequent payments will be made for treatment incurred after such termination date.

### **Exclusions**

- Charges for replacement or repair of an appliance
- No benefits shall be provided for services considered inappropriate and unnecessary, as determined by WDS.

*\*\*\*Refer also to General Limitations and General Exclusions\*\*\**

### **Additional Procedures**

In some cases, there may be two or more treatment options that meet the standard of care for dental needs covered by the plan. In such instances, the plan will pay the proper percentage of the lowest fee. The balance of treatment cost remains the eligible person's responsibility.

### **General Limitations**

1. Dentistry for cosmetic reasons is not a paid covered benefit.
2. Restorations or appliances necessary to correct vertical dimension or to restore the occlusion. Such procedures, which include restoration of tooth structure lost from attrition, abrasion or erosion and restorations for malalignment of teeth, are not a paid covered benefit.
3. General anesthesia/intravenous (deep) sedation is not a paid covered benefit, except as specified by WDS for certain oral, periodontal, or endodontic surgical procedures. General anesthesia is not a paid covered benefit except when medically necessary, for children through age six, or a physically or developmentally disabled person, when in conjunction with covered dental procedures.

## General Exclusions

1. Services for injuries or conditions that are compensable under Worker's Compensation or Employers' Liability laws, and services that are provided to the eligible person by any federal or state or provincial government agency or provided without cost to the eligible person by any municipality, county, or other political subdivision, other than medical assistance in this state, under medical assistance RCW 74.09.500, or any other state, under 42 U.S.C., Section 1396a, section 1902 of the Social Security Act.
2. Application of desensitizing agents
3. Experimental services or supplies, which include:
  - a. Procedures, services or supplies are those whose use and acceptance as a course of dental treatment for a specific condition is still under investigation/observation. In determining whether services are experimental, WDS, in conjunction with the American Dental Association, will consider them if:
    - i) The services are in general use in the dental community in the state of Washington;
    - ii) The services are under continued scientific testing and research;
    - iii) The services show a demonstrable benefit for a particular dental condition; and
    - iv) They are proven to be safe and effective.

Any individual whose claim is denied due to this experimental exclusion clause will be notified of the denial within 20 working days of receipt of a fully documented request.
  - b. Any denial of benefits by WDS on the grounds that a given procedure is deemed experimental may be appealed to WDS. By law, WDS must respond to such appeal within 20 working days after receipt of all documentation reasonably required to make a decision. The 20-day period may be extended only with written consent of the eligible person.
  - c. Whenever WDS makes an adverse determination and delay would jeopardize the eligible person's life or materially jeopardize the covered person's health, WDS shall expedite and process either a written or an oral appeal and issue a decision no later than seventy-two hours after receipt of the appeal. If the treating Licensed Professional determines that delay could jeopardize the eligible person's health or ability to regain maximum function, WDS shall presume the need for expeditious review, including the need for an expeditious determination in any independent review under WAC 284-43-620(2).
4. Analgesics such as nitrous oxide, conscious sedation, euphoric drugs or injections
5. Prescription drugs
6. In the event an eligible person fails to obtain a required examination from a WDS-appointed consultant dentist for certain treatments, no benefits shall be provided for such treatment.
7. Hospitalization charges and any additional fees charged by the dentist for hospital treatment
8. House/Extended care facility call or Hospital call.
9. Broken appointments
10. Patient management problems

11. Completing claim forms
12. Habit-breaking appliances
13. TMJ services or supplies
14. Occlusal guard (nightguard) including repair or reline.
15. This plan does not provide benefits for services or supplies to the extent that benefits are payable for them under any motor vehicle medical, motor vehicle no-fault, uninsured motorist, underinsured motorist, personal injury protection (PIP), commercial liability, homeowner's policy, or other similar type of coverage.
16. All other services not specifically included in this plan as covered dental benefits.

*WDS shall determine whether services are Covered Dental Benefits in accordance with standard dental practice and the Limitations and Exclusions shown in this benefits booklet. Should there be a disagreement regarding the interpretation of such benefits, the subscriber shall have the right to appeal the determination in accordance with the non-binding appeals process in this benefits booklet and may seek judicial review of any denial of coverage of benefits.*

## **Frequently Asked Questions about Your Dental Benefits**

### **What is a WDS “participating dentist”?**

A WDS participating dentist is a dentist who has signed an agreement with WDS stipulating that he or she will provide dental treatment to subscribers and their dependents covered by WDS's group dental care plans. WDS participating dentists submit claims directly to WDS for their patients.

### **Can I choose my own dentist?**

See “Choosing a Dentist” under the “How to Use Your Plan” section in the front of this booklet.

### **How can I obtain a list of WDS participating dentists?**

You can obtain a current list of WDS dentists by going to our Web site at [www.DeltaDentalWa.com](http://www.DeltaDentalWa.com). Go to Looking for a Dentist and click on Read More. This will bring up the WDS Find a Dentist directory. Be sure to click on the Delta Dental PPO plan and follow the prompts.

### **How can I get claim forms?**

You can obtain American Dental Association-approved claim forms from your dentist. You can also obtain a copy of the approved claim forms from our Web site at [www.DeltaDentalWa.com](http://www.DeltaDentalWa.com). **Note:** If your dentist is a WDS participating provider, he or she will complete and submit claim forms for you.

### **What is the mailing address for WDS claim forms?**

If you see a WDS participating dentist, the dental office will submit your claims for you. If your dentist is not a participating dentist, it will be up to you to ensure that the dental office submits your claims to WDS at P.O. Box 75983, Seattle, WA 98175-0983.

### **Who do I call if I have questions about my dental plan benefits?**

If you have questions about your dental benefits, call WDS's customer service department at (206) 522-2300 or call toll-free at (800) 554-1907. Questions can also be addressed via e-mail at [cservice@DeltaDentalWa.com](mailto:cservice@DeltaDentalWa.com).

### **Why does WDS pay less for tooth-colored fillings on my back teeth?**

Tooth-colored fillings, or fillings made of resin-based composite, are considered to be cosmetic. Dental amalgams, or what we normally think of as silver fillings, are less expensive and clinically equivalent to resin-based composite. Because of this, your plan reimburses your dentist for the least costly clinically equivalent fillings in back (posterior) teeth. If you have questions about this, feel free to discuss them with your dentist.

### **Do I have to get an "estimate" before having dental treatment done?**

If your dental care will be extensive, you may ask your dentist to complete and submit a request for an estimate, called a "predetermination of benefits." The estimates provided do not represent a guarantee of payment, but they provide you with estimated costs and benefits for your procedure.

### **What is Delta Dental?**

Delta Dental Plans Association is a national organization made up of local, nonprofit Delta Dental plans that provide employer groups with dental benefits coverage. WDS is a member of the Delta Dental Plans Association.

## **Glossary**

**ALVEOLAR** — Pertaining to the ridge, crest or process of bone that projects from the upper and lower jaw and supports the roots of the teeth.

**AMALGAM** — A mostly silver filling often used to restore decayed teeth.

**APICOECTOMY** — Surgery on the root of a tooth.

**APPEAL** — An oral or written communication by a subscriber requesting the reconsideration of the resolution of a previously submitted complaint or, in the case of claim determination, the determination to deny, modify, reduce, or terminate payment, coverage, authorization, or provision of health care services or benefits.

**BITEWING X-RAY** — An X-ray picture that shows, simultaneously, the portions of the upper and lower back teeth that extend above the gum line, as well as a portion of the roots and supporting structures of these teeth.

**BRIDGE** — A replacement for a missing tooth or teeth. The bridge consists of the artificial tooth (pontic) and attachments to the adjoining abutment teeth (retainers). Bridges are cemented (fixed) in place and therefore are not removable.

**CARIES** — Decay. A disease process initiated by bacterially produced acids on the tooth surface.

**CARIES SUSCEPTIBILITY TEST** — A test done to determine how likely someone is to develop tooth decay. The test is usually done by measuring the concentration of certain bacteria in the mouth.

**COMPLAINT** — An oral or written report by a subscriber or authorized representative regarding dissatisfaction with customer service or the availability of a health service.

**COMPREHENSIVE ORAL EVALUATION** — Typically used by a general dentist and/or a specialist when evaluating a patient comprehensively. It is a thorough evaluation and recording of the extraoral and intraoral hard and soft tissues.

**COPING** — A thin thimble of a crown with no anatomic features. It is placed on teeth prior to the placement of either an overdenture or a large span bridge. The purpose of a coping is to allow the removal and modification of the bridge without requiring a major remake of the bridgework, if the tooth is lost.

**COVERED DENTAL BENEFITS** — Those dental services that are covered under this Contract, subject to the limitations set forth in Benefits Covered by Your Plan.

**CROWN** — A restoration that replaces the entire surface of the visible portion of tooth.

**DELIVERY DATE** — The date a prosthetic appliance is permanently cemented into place.

**DENTURE** — A removable prosthesis that replaces missing teeth. A complete (or “full”) denture replaces all of the upper or lower teeth. A partial denture replaces one to several missing upper or lower teeth.

**EMERGENCY DENTAL CONDITION** — The emergent and acute onset of a symptom or symptoms, including severe pain, that would lead a prudent layperson acting reasonably to believe that a dental condition exists that requires immediate dental attention, if failure to provide dental attention would result in serious impairment to oral functions or serious dysfunction of the mouth or teeth, or would place the person's oral health in serious jeopardy.

**EMERGENCY EXAMINATION** — Otherwise covered dental care services medically necessary to evaluate and treat an Emergency Dental Condition.

**ENDODONTICS** — The diagnosis and treatment of dental diseases, including root canal treatment, affecting dental nerves and blood vessels.

**EXCLUSIONS** — Those dental services that are not contract benefits set forth in Benefits Covered by Your Plan and all other services not specifically included as a Covered Dental Benefit set forth in Benefits Covered by Your Plan.

**FILED FEES** — Approved fees that participating WDS participating dentists have agreed to accept as the total fees for the specific services performed.

**FILLED RESIN** — Tooth-colored plastic materials that contain varying amounts of special glass-like particles that add strength and wear resistance.

**FLUORIDE** — A chemical agent used to strengthen teeth to prevent cavities.

**FLUORIDE VARNISH** — A fluoride treatment contained in a varnish base that is applied to the teeth to reduce acid damage from the bacteria that causes tooth decay. It remains on the teeth longer than regular fluoride and is typically more effective than other fluoride delivery systems.

**GENERAL ANESTHESIA** — A drug or gas that produces unconsciousness and insensibility to pain.

**IMPLANT** — A device specifically designed to be placed surgically within the jawbone as a means of providing an anchor for an artificial tooth or denture.

**INLAY** — A dental filling shaped to the form of a cavity and then inserted and secured with cement.

**INTRAORAL X-RAYS COMPLETE SERIES (INCLUDING BITEWINGS)** — A series of radiographs which display the root and coronal portions of all the teeth in the mouth.

**INTRAVENOUS (I.V.) SEDATION** — A form of sedation whereby the patient experiences a lowered level of consciousness, but is still awake and can respond.

**LICENSED PROFESSIONAL** — An individual legally authorized to perform services as defined in his or her license. Licensed professional includes, but is not limited to, dentist, hygienist and radiology technician.

**LIMITATIONS** — Those dental services that are subject to restricting conditions set forth in Benefits Covered by Your Plan.

**LOCALIZED DELIVERY OF ANTIMICROBIAL AGENTS** — Treating isolated areas of advanced gum disease by placing antibiotics or other germ-killing drugs into the gum pocket. This therapy is viewed as an alternative to gum surgery when conditions are favorable.

**MAXIMUM ALLOWABLE FEES** — The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a covered dental benefit.

**NIGHTGUARD** — See “Occlusal Guard.”

**NOT A PAID COVERED BENEFIT** — Any dental procedure that, under some circumstances, would be covered by WDS, but is not covered under other conditions. Examples are listed in Benefits Covered by Your Plan.

**OCCUSAL ADJUSTMENT** — Modification of the occluding surfaces of opposing teeth to develop harmonious relationships between the teeth themselves and neuromuscular mechanism, the temporomandibular joints and the structure supporting the teeth.

**OCCUSAL GUARD** — A removable dental appliance — sometimes called a nightguard — that is designed to minimize the effects of gnashing or grinding of the teeth (bruxism). An occlusal guard (nightguard) is typically used at night.

**ONLAY** — A restoration of the contact surface of the tooth that covers the entire surface.

**OPEN ENROLLMENT PERIOD** — The annual period in which subscribers can select benefits plans and add or delete eligible dependents.

**ORTHODONTICS** — Diagnosis, prevention and treatment of irregularities in tooth and jaw alignment and function, frequently involving braces.

**OVERDENTURE** — A removable denture constructed over existing natural teeth or implanted studs.

**PALLIATIVE TREATMENT** — Services provided for emergency relief of dental pain.

**PANOREX X-RAY** — An X-ray, taken from outside the mouth, that shows the upper and lower teeth and the associated structures in a single picture.

**PERIODIC ORAL EVALUATION (Routine Examination)** — An evaluation performed on a patient of record to determine any changes in the patient’s dental and medical health status following a previous comprehensive or periodic evaluation.

**PERIODONTICS** — The diagnosis, prevention and treatment of diseases of gums and the bone that supports teeth.

**PROPHYLAXIS** — Cleaning and polishing of teeth.

**PROSTHODONTICS** — The replacement of missing teeth by artificial means such as bridges and dentures.

**PULPOTOMY** — The removal of nerve tissue from the crown portion of a tooth.

**QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)** — An order issued by a court under which an employee must provide medical coverage for a dependent child. QMCSO’s are often issued, for example, following a divorce or legal separation.

**RESIN-BASED COMPOSITE** — A tooth colored filling, made of a combination of materials, used to restore teeth.

**RESTORATIVE** — Replacing portions of lost or diseased tooth structure with a filling or crown to restore proper dental function.

**ROOT PLANING** — A procedure done to smooth roughened root surfaces.

**SEALANTS** — A material applied to teeth to seal surface irregularities and prevent tooth decay.

**SEAT DATE** — The date a crown, veneer, inlay or onlay is permanently cemented into place on the tooth.

**TEMPOROMANDIBULAR JOINT** — The joint just ahead of the ear, upon which the lower jaw swings open and shut, and can also slide forward.

**VENEER** — A layer of tooth-colored material, usually porcelain or acrylic resin, attached to the surface by direct fusion, cementation, or mechanical retention.

## **Claim Review and Appeal**

### **Predetermination of Benefits**

A predetermination is a request made by your dentist to WDS to determine your benefits for a particular service. This predetermination will provide you and your dentist with general coverage information regarding your benefits and your potential out-of-pocket cost for services. Please be aware that the predetermination is not a guarantee of payment, but is strictly an estimate for services. Payment for services is determined when the claim is submitted (please refer to the Initial Benefits Determination section regarding claims requirements).

A standard predetermination is processed within 15 days from the date of receipt if all appropriate information is completed. If it is incomplete, WDS may request additional information, request an extension of 15 days and pend the predetermination until all of the information is received. Once all of the information is received, a determination will be made within 15 days of receipt. If no information is received at the end of 45 days, the predetermination will be denied.

### **Urgent Predetermination Requests**

Should a predetermination request be of an urgent nature, whereby a delay in the standard process may seriously jeopardize life, health, the ability to regain maximum function, or could cause severe pain in the opinion of a physician or dentist who has knowledge of the medical condition, WDS will review the request within 72-hours from receipt of the request and all supporting documentation. When practical, WDS may provide notice of determination orally with written or electronic confirmation to follow within 72 hours.

Immediate treatment is allowed without a requirement to obtain a predetermination in an emergency situation subject to the contract provisions.

## **Initial Benefit Determinations**

An initial benefit determination is conducted at the time of claim submission to WDS for payment, modification or denial of services. In accordance with regulatory requirements, WDS processes all clean claims within 30 days from the date of receipt. Clean claims are claims that have no defect or impropriety, including a lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim. Claims not meeting this definition are paid or denied within 60 days of receipt.

If a claim is denied, in whole or in part, or is modified, you will be furnished with a written explanation of benefits (EOB) that will include the following information:

- The specific reason for the denial or modification
- Reference to the specific plan provision on which the determination was based
- Your appeal rights should you wish to dispute the original determination

## **Appeals of Denied Claims**

### **Informal Review**

If your claim for dental benefits has been completely or partially denied, you have the right to request an informal review of the decision. Either you, or your authorized representative (see below), must submit your request for a review within 180 days from the date your claim was denied (please see your explanation of benefits form). A request for a review may be made orally or in writing, and must include the following information:

- Your name and ID number
- The group name and number
- The claim number (from your explanation of benefits form)
- The name of the dentist

Please submit your request for a review to:

Washington Dental Service  
Attn: Appeals Coordinator  
P.O. Box 75983  
Seattle, WA 98175-0983

For oral appeals, please refer to the phone numbers listed on the inside front cover of your benefit booklet.

You may include any written comments, documents or other information that you believe supports your claim.

WDS will review your claim and make a determination within 30 days of receiving your request and send you a written notification of the review decision. Upon request, you will be granted access to and copies of all relevant information used in making the review decision.

Informal reviews of wholly or partially denied claims are conducted by persons not involved in the initial claim determination. In the event the review decision is based in whole or in part on a dental clinical judgment as to whether a particular treatment, drug or other service is experimental or investigational in nature, WDS will consult with a dental professional advisor.

### **Appeals Committee**

If you are dissatisfied with the outcome of the informal review, you may request that your claim be reviewed formally by the WDS Appeals Committee. This Committee includes only persons who were not involved in either the original claim decision or the informal review.

Your request for a review by the Appeals Committee must be made within 90 days of the post-marked date of the letter notifying you of the informal review decision. Your request should include the information noted above plus a copy of the informal review decision letter. You may also submit any other documentation or information you believe supports your case.

The Appeals Committee will review your claim and make a determination within 60 days of receiving your request or within 20 days for experimental/investigational procedures appeals and sends you a written notification of the review decision. Upon request, you will be granted access to and copies of all relevant information used in making the review decision. In the event the review decision is based in whole or in part on a dental clinical judgment as to whether a particular treatment, drug or other service is experimental or investigational in nature, WDS will consult with a dental professional advisor.

The decision of the Appeals Committee is final. If you disagree with this the outcome of your appeal and you have exhausted the appeals process provided by your group plan, there may be other avenues available for further action. If so, these will be provided to you in the final decision letter.

### **Authorized Representative**

You may authorize another person to represent you and to whom WDS can communicate regarding specific appeals. The authorization must be in writing and signed by you. If an appeal is submitted by another party without this authorization, a request will be made to obtain a completed Authorized Representative form. The appeal process will not commence until this form is received. Should the form not be returned or any document confirming the right of the individual to act on your behalf, i.e., power of attorney, the appeal will be closed.

## **Pre-Service and Post-Service Claims – Self Insured Plan**

If your appeal involves a non-urgent claim under this plan and you are not satisfied with the appeal decision of the claims administrator, you have the right to request another appeal to the Plan Administrator. Your appeal request must be submitted to the Plan Administrator within 60 days from the receipt of the appeal decision or, if later, within 180 days following the initial adverse benefit determination. You will be provided with the following:

- The Opportunity to submit written comments, documents, records and other information relating to your appeal.
- To receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your appeal.
- If the appeal is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational, or not dentally necessary or appropriate, the Plan Administrator shall consult with a health care professional in the field of medicine involved in the medical judgment.
  - The Plan Administrator will identify all medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination without regard to whether the advice was relied upon.
  - Any health care professional engaged for the purposes of consultation with respect to your appeal will be an individual who is neither an individual who was consulted in connection with the initial adverse benefit determination nor a subordinate of such individual.

You will receive notification of the Plan Administrator's decision on your appeal not later than 30 days after receipt by the Plan Administrator of your request for review unless the Plan Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time, in which you will be notified prior to the termination of the initial review period. Notice shall be provided to you in writing or electronically.

In the case of an adverse decision on your request for review, the notice shall:

- Specify the reason or reasons for the adverse determination.
- Provide you reference to the specific Plan provisions on which the determination is based.
- Provide you with a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the review.

If the event that you are not satisfied with the disposition of your appeal, you are entitled to initiate a lawsuit under section 502(a) of the Employee Retirement Income Security Act.

## **Subrogation**

Based on the following legal criteria, subrogation means that if you receive this plan's benefits for an injury or condition possibly caused by another person, you must include in your insurance claim or liability claim the amount of those benefits. After you have been fully compensated for your loss any money recovered in excess of full compensation must be used to reimburse WDS. WDS will prorate any attorneys' fees against the amount owed.

To the extent of any amounts paid by WDS for an eligible person on account of services made necessary by an injury to or condition of his or her person, WDS shall be subrogated to his or her rights against any third party liable for the injury or condition. WDS shall, however, not be obligated to pay for such services unless and until the eligible person, or someone legally qualified and authorized to act for him or her, agrees to:

- Include those amounts in any insurance claim or in any liability claim made against the third party for the injury or condition;
- Repay WDS those amounts included in the claim from the excess received by the injured party, after full compensation for the loss is received;
- Cooperate fully with WDS in asserting its rights under the contract, to supply WDS with any and all information and execute any and all instruments WDS reasonably needs for that purpose.

Provided the injured party is in compliance with the above, WDS will prorate any attorneys' fees incurred in the recovery.

## **Your Rights and Responsibilities**

At WDS our mission is to provide quality dental benefit products to employers and employees throughout Washington through the largest network of participating dentists in the state of Washington. We view our benefit packages as a partnership between WDS, our subscribers and our participating members' dentists. All partners in this process play an important role in achieving quality oral health services. We would like to take a moment and share our views of the rights and responsibilities that make this partnership work.

### **You Have The Right To:**

- Seek care from any licensed dentist in Washington or nationally. Our reimbursement for such care varies depending on your choice (WDS member/nonmember), but you can receive care from any dentist you choose.
- Participate in decisions about your oral health care.
- Be informed about the oral health options available to you and your family.
- Request information concerning benefit coverage levels for proposed treatments prior to receiving services.
- Have access to specialists when services are required to complete a treatment, diagnosis or when your primary care dentist makes a specific referral for specialty care.
- Contact WDS customer service personnel during established business hours to ask questions about your oral health benefits. Alternatively, information is available on our Web site at [DeltaDentalWA.com](http://DeltaDentalWA.com).
- Appeal orally or in writing, decisions or grievances regarding your dental benefit coverage. You should expect to have these issues resolved in a timely, professional and fair manner.
- Have your individual health information kept confidential and used only for resolving health care decisions or claims.
- Receive quality care regardless of your gender, race, sexual orientation, marital status, cultural, economic, educational or religious background.

**To Receive the Best Oral Health Care Possible, It Is Your Responsibility To:**

- Know your benefit coverage and how it works.
- Arrive at the dental office on time or let the dental office know well in advance if you are unable to keep a scheduled appointment. Some offices require 24 hours notice for appointment cancellations before they will waive service charges.
- Ask questions about treatment options that are available to you regardless of coverage levels or cost.
- Give accurate and complete information about your health status and history and the health status and history of your family to all care providers when necessary.
- Read carefully and ask questions about all forms and documents that you are requested to sign, and request further information about items you do not understand.
- Follow instructions given by your dentist or their staff concerning daily oral health improvement or post-service care.
- Send requested documentation to WDS to assist with the processing of claims.
- If applicable, pay the dental office the appropriate co-payments amount at time of visit.
- Respect the rights, office policies and property of each dental office you have the opportunity to visit.

Inform your dentist and your employer promptly of any change to your or a family member's address, telephone, or family status.



WDS, a member of the nationwide Delta Dental Plans Association, has been working to improve the oral health of our subscribers and our community since 1954. Today we cover more than 50 million people nationwide through our Delta Dental plans.

We specialize exclusively in dental benefits, which allows us to offer the most knowledgeable customer service and to partner with our large participating dentist networks to offer you the widest choice of dentists. We are an innovative company that is a national leader in supporting dental research so that we can include the latest effective dental treatments in our plans. Advancing better oral health — that is what we are all about!

To learn more about WDS and your benefits, visit our Web site at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com).