



# **THE UBT DENTAL PLAN**

**Administered by Delta Dental of Ohio**

**Effective July 1, 2010**

## **INTRODUCTION**

This Plan Booklet describes the benefits available to you under the Union Benefits Trust. Please read this booklet carefully, to become familiar with your benefits. The Dental Plan was originally effective July 1, 1996.

This Plan is administered on behalf of Union Benefits Trust by the Claim Administrator, Delta Dental Plan of Ohio, Inc. pursuant to the terms of the following documents:

The Dental Benefits are paid from funds provided by Union Benefits Trust in accordance with a contract with Delta Dental Plan of Ohio. Delta Dental Plan of Ohio does not insure the benefits described in this booklet.

Please note that the terms "you" and "your" throughout this booklet refer to the Member, except where otherwise indicated. The terms that are important in understanding your benefits are explained in the "DEFINITIONS OF TERMS" section.

**Union Benefits Trust**

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## BENEFITS AT A GLANCE

This page is intended to provide you with a brief outline of your benefits. You will be covered under UBT's dental program administered by Delta Dental Plan of Ohio.

<b>COVERED PERCENTAGE</b>	<b>PPO Dentist</b>	<b>Premier and Non-Participating Dentist</b>
Class 1 Benefits	100%	100%
Class 2 Benefits	100%	65%
Class 3 Benefits	60%	50%
Class 4 Benefits	50%	50%

Delta Dentals' national preferred provider organization program can reduce your out-of-pocket expenses if you receive care from one of Delta Dental's PPO Dentists. This program has back-up coverage through Delta Dental Premier when treatment is received from a non-PPO Dentist.

Certain limitations and exclusions may apply. It is important that you refer to the provisions contained in this booklet for details about your benefits.

## DENTAL BENEFITS for MEMBERS AND DEPENDENTS

**DEDUCTIBLE AMOUNT** – \$25 deductible per person per benefit year. Deductible applies to Class 2 and Class 3 Benefits.

**MAXIMUM BENEFIT** – \$1,500 per person total per benefit year for Class 1, 2 and Class 3 Benefits

**MAXIMUM BENEFIT for Orthodontia** – \$1,500 person per lifetime for Class 4 Benefits for eligible Dependent children to age 19 or 23 if a student

1. Any procedures necessary for Orthodontic treatment are covered under the Orthodontia Maximum.
2. Children who were in active Orthodontic treatment in the Preferred Choice Dental Plan who are being treated by a non-participating provider under the MetLife plan prior to July 1, 2010 will still be subject to held to the \$1,000 maximum, until treatment ends.

**NOTE:** If a dental bill is expected to be \$300 or more, see DENTAL EXPENSE BENEFITS, page 16, PRE-DETERMINATION OF BENEFITS.

## COORDINATION OF BENEFITS

The Dental Expense Benefits are subject to the provisions of the section entitled COORDINATION OF BENEFITS through NON-DUPLICATION.

## **WHEN YOU RETIRE**

No benefits are provided under This Plan on or after the day you retire.

## **OVERPAYMENTS**

If This Plan pays Dental Expense Benefits to you for expenses incurred on your own account or on account of a Dependent, and it is found that it paid more Dental Expense Benefits to you than it should have paid because:

1. all or some of those expenses were not paid for by the Covered Persons in your Family; or
2. any Covered Person in your Family was repaid for all or some of those expenses by a source other than from:
  - a. an insurer under a policy of insurance issued to you in your name; and
  - b. an insurer under a policy of insurance issued to a Covered Person in your Family who ordinarily lives in your home; and
  - c. This Plan; This Plan will have the right to a refund from you. The amount of the refund is the difference between:
    - i) the amount of Dental Expense Benefits paid by This Plan for those expenses; and
    - ii) the amount of Dental Expense Benefits which should have been paid by This Plan for those expenses.

## **DEFINITIONS OF CERTAIN TERMS USED HEREIN**

**"Claims Administrator"** – means Delta Dental Plan of Ohio, Inc. The Claims Administrator does not insure the benefits described in this Summary Plan Description.

**"Contract holder"** – means Union Benefits Trust.

**"Covered Person"** – means a Member or a Dependent on whose account benefits are in effect under This Plan.

**"Dependent"** – means your spouse or your unmarried child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who is eligible under This Plan as a Member;
3. a person who lives outside the United States or Canada;

4. a child who:
  - a. is 19 years of age or older and who is employed on a full-time basis; or
  - b. is 19 years of age or older and who is not a full-time student at an approved school; or
5. a child who is 23 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
  - i) physical handicap; or
  - ii) mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. you give This Plan proof, when This Plan asks for it, that the child is and remains so unable to work and dependent upon you since the age limit. This Plan will not ask for proof more than once a year. The proof must be satisfactory to This Plan.

Child includes:

- a. a child who is supported solely by you and permanently living in the home of which you are the head; and
- b. a child who is legally adopted; and
- c. a stepchild who lives in your home. No person may be covered as a Dependent of more than one Member. "**Dependent Benefits**" mean the benefits which are provided on account of a Dependent under This

## Plan

"**Doctor**" – means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. There is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. The service performed by the practitioner is within the scope of his or her license.

"**Family**" – means you and your Dependents.

"**Member**" – means a person who is a member of Union Benefits Trust.

"**No Fault Law**" – means a motor vehicle liability law or other similar law which requires that benefits be provided for personal injury without regard to fault.

**"Occupational Injury"** – means an injury which happens in the course of any work performed by the Covered Person for wage or profit.

**"Occupational Sickness"** – means a sickness which entitles the Covered Person to benefits under a worker's compensation or occupational disease law.

**"Personal Benefits"** – means the benefits which are provided on account of a Member under This Plan.

**"This Plan"** – means the self-funded Dental Benefits Plan of Union Benefits Trust which provides Personal Benefits and Dependent Benefits.

**"You"** and **"your"** – means the Member who is a Covered Person for Personal Benefits. They do not include a Dependent of the Member.

### **ELIGIBILITY FOR BENEFITS Personal Benefits Eligibility Date**

If you are a Member on July 1, 2010, that is your Personal Benefits Eligibility Date.

If you become a Member after July 1, 2010, your Personal Benefits Eligibility Date is the first day of the calendar month after the date you complete one (1) year of continuous service as a Member of Union Benefits Trust.

### **Dependent Benefits Eligibility Date**

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the date you first acquire a Dependent.

### **EFFECTIVE DATE OF BENEFITS**

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided you are then actively at work as a Member. If you are not then actively at work as a Member, your Personal Benefits will become effective on the date of your return to active work as a Member.

Your Dependent Benefits will become effective on the later of:

1. your Dependent Benefits Eligibility Date; and
2. the effective date of your Personal Benefits.

On the effective date of your Dependent Benefits, all persons who are then your Dependents will be covered.

A person who becomes your Dependent while you are covered for Dependent Benefits will be effective on the date such person becomes your Dependent.

## WHEN BENEFITS END

The end of benefits will not affect a claim which is incurred before those benefits ended. The benefits will end on:

1. the date specified by Union Benefits Trust that your benefits are not to be continued; or
2. the end of the last period for which Union Benefits Trust has paid contributions to us for your benefits.

**Member** – Your benefits will end on the last day of the calendar month in which your Union membership ends. Your membership ends when you cease to be an active Member in the Union. However, for the purpose of benefits, Union Benefits Trust may deem your employment to continue for certain absences.

If you are not at work due to sickness or injury, leave or absence, or lay off, Personal and Dependent Benefits will be continued in accordance with Union Benefits Trust's general practice for any Member of your union.

However, if the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA), the period cannot be longer than 12 weeks in any 12 month period following the date the leave of absence begins.

If This Plan ends in whole or in part, your benefits which are affected will end.

**Dependent** – Your Dependent Benefits will end on the earlier of:

1. the date that the Dependent ceases to be your Dependent;
2. the date your coverage ends; or
3. the date of your death.

## DENTAL EXPENSE BENEFITS DEFINITIONS

"Covered Dental Expense Benefits" means:

1. For **In-Network Benefits** the charges based on the Preferred Dentist Plan Schedule of Maximum Payments for the types of dental services shown in section C. These services must be:
  - a. performed or prescribed by a Dentist who is a Participating Provider; and
  - b. necessary in terms of generally accepted dental standards.

2. For Out-of-Network Benefits the charges for the types of dental services shown in section C. These services must be:

- a. performed or prescribed by a Dentist who is not a Participating Provider; and
- b. necessary (see NOTICES) in terms of generally accepted dental standards.

No more than the Reasonable and Customary Charge for the types of dental services shown in section C will be covered by the Dental Expense Benefits. The Reasonable and Customary Charge is the lowest of:

- i) the usual charge by the Dentist or other provider of the services or supplies for the same or similar services or supplies; or
- ii) the usual charge of most other Dentists or other providers in the same geographic area for the same or similar services or supplies; or
- iii) the actual charge for the services or supplies.

There may be more than one way to treat a dental problem. If, in This Plan's view, an adequate method or material which costs less could have been used, the Dental Expense Benefits will be based on the method or material which costs less. The rest of the cost will not be a Covered Dental Expense Benefit. See page 15, **EXAMPLES OF ALTERNATE BENEFITS**, for examples that show how this works.

"**Deductible Amount**" – means the amount shown in BENEFITS AT A GLANCE.

"**Dental Expense Benefit Period**" – means a benefit year period which starts on July 1 and ends on the following June 30.

"**Dentist**" – means a person licensed by law to practice dentistry. A type of dental service which is performed or prescribed by a Doctor will be considered for Dental Expense Benefits as if it were performed or prescribed by a Dentist.

- **Delta Dental PPO Dentist (PPO Dentist)** or Participating Dentist – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental's fee determination as payment in full for Covered Services.
- **Delta Dental Premier Dentist (Premier Dentist)** or Participating Dentist – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier. Delta Dental Premier Dentists agree to accept Delta Dental's fee determination as payment in full for Covered Services.

Wherever a term of this Benefit Plan differs from your state Delta Dental and its agreement with a Participating Dentist, the agreement in that state with that Dentist will be controlling.

- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with Delta Dental to participate in Delta Dental PPO or Delta Dental Premier.

- **Out-of-Country Dentist** – A Dentist whose office is located outside of the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

**"Covered Percentage"** – means the percentage shown in BENEFITS AT A GLANCE.

**"Maximum Approved Fee"** – A system used by Delta Dental to determine the approved fee for a given procedure for a given Delta Dental Premier Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

- The Submitted Amount.
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service, irrespective of Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances.

Delta Dental may also approve a fee under unusual circumstances.

Participating Dentists are not allowed to charge Delta Dental patients more than the Maximum Approved Fee for the Covered Service. In all cases, Delta Dental will make the final determination about what is the Maximum Approved Fee for the Covered Service.

**Nonparticipating Dentist Fee** The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist.

**PPO Dentist Schedule** The maximum amount allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

## **COVERAGE**

### **When Benefits May Be Payable**

This Plan will pay Dental Expense Benefits if you incur Covered Dental Expenses:

- a. for a Covered Person during a Dental Expense Benefit Period; and
- b. while you are covered for Dental Expense Benefits for that Covered Person; and
- c. where the Covered Dental Expenses are more than the Deductible Amount.

An expense is "incurred" on the date the dental service is completed.

### **How Benefits Are Determined**

Covered Dental Expenses that are more than the Deductible Amount will be paid at the Covered Percentage. However:

- a. the total of all benefits for a Covered Person during any one Dental Expense Benefit Period will not be more than the Maximum Benefit as shown in BENEFITS AT A GLANCE; and
- b. the total of all benefits for orthodontic treatment for a Covered Person during all Dental Expense Benefit Periods will not be more than the Maximum Orthodontic Benefit as shown in BENEFITS AT A GLANCE.

In order to determine the amounts of Covered Dental Expenses, Delta Dental may ask for X-rays and other diagnostic and evaluative materials. If they are not submitted, Delta Dental will determine Covered Dental Expenses on the basis of the information which is available to the Claims Administrator. This may reduce the amount of benefits which otherwise would have been payable.

Benefits under This Plan will be determined and paid in either case, except that the Covered Person will generally incur less out-of-pocket cost if a Delta Dental PPO or Premier Participating Provider is chosen.

## **DENTAL SERVICES WHICH MAY BE COVERED DENTAL EXPENSES**

### **1. Class 1 Benefits**

- a. Oral exams but not more than twice in a Dental Expense Benefit Period.
- b. X-rays:
  - i) full mouth X-rays but not more than once every 36 months; and
  - ii) bitewing X-rays but not more than twice in a Dental Benefit Period.
- c. Preventive treatment:
  - i) cleaning and scaling of teeth (oral prophylaxis) but not more than twice in a Dental Expense Benefit Period; and
  - ii) topical fluoride treatment for a Dependent child under 19 years of age, or adults over 55 years of age, but not more than twice in a Dental Expense Benefit Period.
- d. Space maintainers for a Dependent child under 19 years of age once in a lifetime.
- e. One application of sealant material every 36 months for each permanent molar tooth of a Dependent child under age 19.
- f. Emergency palliative treatment.
- g. Brush biopsy

## **2. Class 2 Benefits**

- a. Fillings - amalgam, silicate, acrylic, synthetic porcelain or composite fillings.
- b. Extractions.
- c. Root canal treatment.
- d. Treatment of periodontal disease and other diseases of the gums and tissues of the mouth.
- e. Periodontal maintenance following treatment or surgery, up to 4 times per Dental Expense Benefit Period.
- f. Oral surgery.
- g. Administration of general anesthesia, when medically necessary in connection with oral surgery, extractions, or other covered dental services.
- h. Injections of antibiotic drugs.
- i. Re-linings and re-basings of existing removable dentures but not more than once in 36 months.
- j. Repair or re-cementing of:
  - i) crowns; or
  - ii) inlays or onlays; or
  - iii) dentures; or
  - iv) bridgework.

## **3. Class 3 Benefits**

- a. Those services needed to replace one or more natural teeth which are lost while Dental Expense Benefits for the Covered Person are in effect for:
  - i) Installation of fixed bridgework done for the first time.
  - ii) Installation for the first time of:
    - a partial removable denture; or
    - a full removable denture.
  - iii) Replacing an existing removable denture or fixed bridgework if:
    - it is needed because of the loss of one or more natural teeth after the existing denture or bridgework was installed; or
    - it is needed because the existing denture or bridgework can no longer be used and was installed at least 5 years prior to its replacement.
  - iv) Replacing an existing immediate temporary full denture by a new permanent full denture when:
    - the existing denture cannot be made permanent; and
    - the permanent denture is installed within 12 months after the existing denture was installed.

- v) Adding teeth to an existing partial removable denture or to bridgework when needed to replace one or more natural teeth removed after the existing denture or bridgework was installed.
- b. Inlays, onlays and crown restorations, but not more than one such restoration to the same tooth surface within 5 years of the prior restoration.
- c. Implants and implant supported prosthetics including any related surgery, placement, restorations, maintenance, and removal.

#### **Class 4 Benefits**

Orthodontia, including appliance therapy, for a Dependent child under age 19 or 23 if a student. The Maximum Benefit for orthodontia is shown in BENEFITS AT A GLANCE.

#### **EXCLUSIONS - DENTAL SERVICES WHICH ARE NOT COVERED**

**All charges for the following services will be the responsibility of the Member:**

1. Services or supplies received by a Covered Person before the Dental Expense Benefits start for that person.
2. Services not performed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
  - a. cleaning and scaling of teeth; or
  - b. fluoride treatments.
3. Cosmetic surgery, treatment or supplies, unless required for the treatment or correction of a congenital defect of a newborn Dependent child.
4. Replacement of a lost, missing or stolen crown, bridge or denture.
5. Repair or replacement of an orthodontic appliance.
6. Services or supplies which are covered by any workers' compensation laws or occupational disease laws.
7. Services or supplies which are covered by any employer's liability laws.
8. Services or supplies which any employer is required by law to furnish in whole or in part.
9. Services or supplies received through a medical department or similar facility which is maintained by the Covered Person's employer.
10. Services or supplies received by a Covered Person for which no charge would have been made in the absence of Dental Expense Benefits for that Covered Person.
11. Services or supplies for which a Covered Person is not required to pay.
12. Services or supplies which are deemed experimental in terms of generally accepted dental standards.

- 13.** Services or supplies received as a result of dental disease, defect or injury due to an act of war, or a warlike act in time of peace, which occurs while the Dental Expense Benefits for the Covered Person are in effect.
- 14.** Adjustment of a denture or bridgework which is made within 6 months after installation by the same Dentist who installed it.
- 15.** Any duplicate appliance or prosthetic device.
- 16.** Use of materials to prevent decay, other than fluorides, for participants under age 19 or over age 55.
- 17.** Use of a sealant material for treatment of the molar teeth for participants over age 19, or for treatment of molar teeth more frequently than once every 36 months for a Dependent child under the age of 19.
- 18.** Instruction for oral care such as hygiene or diet.
- 19.** Periodontal splinting.
- 20.** Services or supplies to the extent that benefits are otherwise provided under This Plan or under any other Plan which Union Benefits Trust (or an affiliate) contributes to or sponsors.
- 21.** Myofunctional therapy or correction of harmful habits.
- 22.** Initial installation of a denture or bridgework to replace one or more natural teeth lost before the Dental Expense Benefits started for the Covered Person.
- 23.** Charges for broken appointments.
- 24.** Charges by the Dentist for completing dental forms.
- 25.** Sterilization supplies.
- 26.** Services or supplies furnished by a Family member.
- 27.** Treatment of temporomandibular joint disorders.
- 28.** Consultations when performed in conjunction with related treatments.
- 29.** Occlusal guards and the replacement, repair, relines, or adjustments of occlusal guards.
- 30.** Services associated with overdentures.
- 31.** Metal bases on removable prostheses.
- 32.** The replacement of teeth beyond the normal complement of teeth.
- 33.** Personalization/characterization of any service or appliance.
- 34.** Temporary appliances.

- 35. Posterior bridges in conjunction with partial dentures in the same arch.
- 36. Precision attachments.
- 37. Specialized implant surgical techniques.
- 38. Osseous surgery is not a covered benefit under the dental plan.

**Participating Dentists cannot charge eligible Member's for these services. All charges from Nonparticipating Dentists for the following services will be the responsibility of the Member:**

- 39. The completion of claim forms.
- 40. Consultations, when performed in conjunction with examinations/evaluations or diagnostic procedures.
- 41. Local anesthesia.
- 42. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
- 43. Infection control.
- 44. Temporary crowns.
- 45. Gingivectomy as an aid to the placement of a restoration.
- 46. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
- 47. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
- 48. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
- 49. Post-operative X-rays, when done following any completed service or procedure.
- 50. Periodontal charting.
- 51. Pins and/or preformed posts, when done with core buildups for crowns, onlays, or inlays.
- 52. 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.
- 53. A pulpotomy on a permanent tooth, except on a tooth with an open apex.

- 54. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
- 55. Retreatment of a root canal by the same Dentist or dental office within 24 months of the original root canal treatment.
- 56. A prophylaxis or subgingival curettage, when done on the same day as root planing.
- 57. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
- 58. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
- 59. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

**The benefits for the following services are limited as follows. All charges for services that exceed these limitations will be the responsibility of the Member. All time limitations are measured from the last date of service in any Delta Dental record or, at the request of The Trust, any dental plan record:**

- 60. Bitewing X-rays are payable twice in a Benefit period. Full mouth X-rays (which include bitewing X-rays) are payable once in any 36 month period. A panoramic X-ray (including bitewings) is considered a full mouth X-ray.
- 61. Routine prophylaxes, and routine oral examinations/evaluations are payable twice in Benefit period. Periodontal maintenance procedure following periodontal therapy or surgery are payable up to four times in a Benefit period.
- 62. Preventive fluoride treatments are payable for people up to age 19 or people over age 55, but not more than twice in a Benefit period.
- 63. Space maintainers are payable for people up to age 19.
- 64. Sealants are payable for people up to age 19 for each permanent molar but not more than once every 36 months for each molar tooth.
- 65. Cast restorations (including jackets, crowns, inlays and onlays) and associated procedures (such as core buildups and post substructures) on the same tooth are payable once in any five-year period.
- 66. Crowns or onlays are payable only for extensive loss of tooth structure due to caries and/or fracture.
- 67. Porcelain, porcelain substrate, and cast restorations are not payable for people under age 12.
- 68. An interim partial denture is a benefit only for the replacement of permanent anterior teeth during the healing period or for people up to age 17 for missing permanent anterior teeth.
- 69. Prosthodontic (Class III) benefit limitations:

- a. One complete upper and one complete lower denture are benefits once in any five-year period for any person.
- b. A removable partial denture, implant, or fixed bridge for any person can be covered once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
- c. Fixed bridges and removable cast partial dentures are not payable for people under age 16.
- d. A reline or the complete replacement of denture base material is limited to once in any three-year period per appliance.

**70. Orthodontic (Class IV) benefit limitations:**

- a. Orthodontic benefits are for eligible people up to age 19 or 23 if a student.
- b. If the treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation will cease with payment to the date of termination.
- c. The Dentist may terminate treatment, with written notification to Delta Dental and to the patient, for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment of benefits ends on the last day of the month in which the patient was last treated.
- d. An observation and adjustment is a benefit twice in a 12-month period.

**71.** Delta Dental's obligation for payment of benefits ends on the last day of the month in which coverage is terminated. However, Delta Dental will make payment for Covered Services provided on or before the termination date, as long as it receives a claim for those services within one year of the date of service.

**72.** 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.

**73.** Care terminated due to the death of an eligible person will be paid to the limit of Delta Dental's liability for the services completed or in progress.

**Delta Dental will make no payment for services that exceed the following limitations. Participating Dentists cannot charge eligible people for these services. All charges from Nonparticipating Dentists for services that exceed these limitations will be the responsibility of the Member:**

- 74.** Amalgam and composite resin restorations by the same Dentist or dental office are payable once within a 24-month period, regardless of the number or combination of restorations placed on a surface.
- 75.** Core buildups and other substructures are benefits only when needed to retain a crown on a tooth with excessive breakdown due to caries and/or fractures.

76. Recementation of a crown, onlay, inlay, space maintainer, or bridge by the same Dentist or dental office within six months of the seating date.
77. Retention pins are benefits once in a 24-month period. Only one substructure per tooth is a benefit.
78. Benefits for root planing by the same Dentist or dental office are payable once in any two-year period.
79. Subgingival curettage, by the same Dentist or dental office is payable once in any three-year period. No payment will be made under the dental plan for Osseous surgery and is only covered under the UBT medical plan.
80. A complete occlusal adjustment is a benefit once in a five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not a benefit more than three times in a five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
81. Tissue conditioning is not a benefit more than twice per arch in 36 months.
82. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.

## **EXAMPLES OF ALTERNATE BENEFITS**

Dental Expense Benefits will be based on the materials and method of treatment which cost the least and which, in our view, meet generally accepted dental standards.

### **1. Fillings: Inlays, Onlays and Crowns**

If a tooth can be repaired by a less costly method than an inlay, onlay or crown, Dental Expense Benefits will be based on the adequate method of repair which costs the least.

### **2. Crowns, Pontics, and Abutments**

Veneer materials may be used for front teeth or bicuspids. However, Dental Expense Benefits will be based on the adequate veneer materials which cost the least.

### **3. Bridgework and Dentures**

Dental Expense Benefits will be based on the adequate method of treating the dental arch which costs the least. In some cases removable dentures may serve as well as fixed bridgework. If dentures are replaced by fixed bridgework, the Dental Expense Benefits will be based on the cost of a replacement denture unless adequate results can only be achieved with fixed bridgework.

These are not the only examples of alternate benefits. To find out how much your Dental Expense Benefits will be, see the following section, PRE-DETERMINATION OF BENEFITS.

## **PRE-DETERMINATION OF BENEFITS**

If a dental bill is expected to be \$300 or more, before the Dentist starts the treatment, a Covered Person can find out what Dental Expense Benefits will be paid under This Plan. To do this, the Covered Person should send a claim form to MetLife in which the Dentist tells us:

1. the work to be done; and
2. what the cost will be.

Delta Dental will then tell the Covered Person what Dental Expense Benefits will be paid by This Plan. If the Covered Person does not use this method to find out what Dental Expense Benefits This Plan will pay, the decision of Delta Dental will be final and binding with regard to what are Covered Dental Expenses and what Dental Expense Benefits will be paid by This Plan.

This method should not be used for:

- a. emergency treatment; or
- b. routine oral exams; or
- c. X-rays, cleaning and scaling, and fluoride treatments; or
- d. dental services which cost less than \$300.

## **IMPACT OF GOVERNMENT PLANS ON DENTAL EXPENSE BENEFITS**

If services or supplies, or benefits for them, are available to a Covered Person under a Government Plan, as defined below, they will not be considered for Dental Expense Benefits under This Plan. This provision will apply whether or not the Covered Person is enrolled for all Government Plans for which that Covered Person is eligible.

This provision will not apply to a Government Plan if that Government Plan requires that Dental Expense Benefits under This Plan be paid first.

A "Government Plan" is any Plan or coverage, other than Medicare:

1. which is established under the laws or the regulations of any government; or
2. in which any government participates other than as an employer.

## DENTAL EXPENSE COVERAGE AFTER BENEFITS END

No benefits will be payable for expenses incurred after the Dental Expense Benefits for a Covered Person end. This will apply even if Delta Dental has pre-determined benefits for dental services. However, benefits for Covered Dental Expenses incurred for a Covered Person for the following services will be paid after Dental Expense Benefits end:

**1.** For a prosthetic device if:

- a.** the Dentist prepared the abutment teeth and made impressions while Dental Expense Benefits for the Covered Person were in effect; and
- b.** the services are included in the following ADA Procedure Code list:

- 5110 Complete Upper Denture
- 5120 Complete Lower Denture
- 5211 Upper Partial – Resin
- 5212 Lower Partial – Resin
- 5213 Upper Partial – Metal
- 5214 Lower Partial – Metal
- 6210 Pontic High Noble Metal
- 6211 Pontic Base Metal
- 6212 Pontic Cast Noble Metal
- 6240 Pontic Porcelain/High Noble Metal
- 6241 Pontic Porcelain/Base Metal
- 6242 Pontic Porcelain/Noble Metal
- 6520 Inlay 2 Surfaces (Prosthetic)
- 6530 Inlay 3+ Surfaces (Prosthetic)
- 6540 Onlay Extra (Prosthetic)
- 6545 Cast Metal Retainer (Prosthetic)
- 6750 Abutment Crown Porcelain/High Noble Metal
- 6751 Abutment Crown Porcelain/Metal
- 6752 Abutment Crown Porcelain/Noble Metal
- 6780 Abutment Crown  $\frac{3}{4}$  Cast
- 6790 Abutment Crown High Noble Metal
- 6791 Abutment Crown Cast Base
- 6792 Abutment Crown Cast Noble Metal
- 6970 Cast Post and Core (Bridge); and

- c.** the device is installed within 90 days after the date the Dental Expense Benefits end; or

**2.** For a crown, inlay or onlay including cast post and core and crown repair if:

- a.** the Dentist prepared the tooth for the crown, inlay or onlay including cast post and core and crown repair while the Dental Expense Benefits for the Covered Person were in effect; and

- b.** the services are included in the following ADA Procedure Code list:

2510 Gold Inlay 1 Surface  
2520 Gold Inlay 2 Surfaces  
2530 Gold Inlay 2 Surfaces  
2540 Gold Onlay Extra  
2610 Porcelain Inlay 1 Surface  
2620 Porcelain Inlay 2 Surfaces  
2630 Porcelain Inlay 3 Surfaces  
2640 Porcelain Onlay Extra  
2650 Resin Inlay 1 Surface (Lab)  
2651 Resin Inlay 2 Surfaces (Lab)  
2652 Resin Inlay 3 Surfaces (Lab)  
2660 Resin Onlay  
2710 Resin Crown (Lab)  
2720 Resin Crown Plastic to Gold  
2721 Resin Crown Plastic to Non-Precious Metal  
2722 Resin Crown Plastic to Semi-Precious Metal  
2740 Porcelain Crown  
2750-2751 Porcelain/High Noble Crown  
2752-2790 Porcelain/Base Metal Crown  
2791 Porcelain/Noble Metal Crown, Cast High Noble Crown, Cast Base Metal Crown  
2792 Cast Noble Metal Crown  
2810 3/4 Cast Metallic Crown  
2952 Cast Post and Core  
2961 Laminate Resin Veneer (Lab)  
2962 Laminate Porcelain Veneer (Lab)  
2980 Crown Repair; and

- c.** the crown, inlay or onlay including cast post and core and crown repair is installed within 90 days after the date the Dental Expense Benefits end; or

- 3.** For root canal therapy including apexification if:

- a.** the Dentist opened the tooth while the Dental Expense Benefits for the Covered person were in effect; and

- b.** the services are included in the following ADA Procedure Code list:

3310 Root Canal Anterior  
3320 Root Canal Bicuspid  
3330 Root Canal Molar  
3350 Apexification; and

- c.** the treatment is finished within 90 days after the date the Dental Expense Benefits end.

## **PAYMENT OF BENEFITS**

**If the Dentist is a PPO Dentist and a Premier Dentist, Delta Dental will base payment on the lesser of:**

- a. The Submitted Amount;
- b. The PPO Dentist Schedule; or
- c. The Maximum Approved Fee.

Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule or the Maximum Approved Fee for Covered Services. The Subscriber will be responsible for the lesser of the PPO Schedule Amount, the Maximum Approved Fee, or the Dentist's Submitted Amount for most commonly-performed non-covered services. For other non-covered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

**If the Dentist is a PPO Dentist but is not a Premier Dentist, Delta Dental will base payment on the lesser of:**

- a. The Submitted Amount; or
- b. The PPO Dentist Schedule.

Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule for Covered Services. The Subscriber will be responsible for the lesser of the PPO Schedule Amount or the Dentist's Submitted Amount for most commonly-performed noncovered services. For other noncovered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

**If the Dentist is not a PPO Dentist but is a Premier Dentist, Delta Dental will base payment on the lesser of:**

- a. The Submitted Amount; or
- b. The Maximum Approved Fee.

Delta Dental will send payment to the Premier Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the Maximum Approved Fee for Covered Services. The Subscriber will be responsible for the lesser of the Maximum Approved Fee or the Dentist's Submitted Amount for most commonly-performed noncovered services. For other noncovered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

**If the Dentist does not participate in Delta Dental PPO or Delta Dental Premier, Delta Dental will base payment on the lesser of:**

- a. The Submitted Amount; or
- b. The Nonparticipating Dentist Fee.

Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

**For dental services rendered by an Out-of-Country Dentist, Delta Dental will base payment on the lesser of:**

- a. The Submitted Amount; or
- b. The Out-of-Country Dentist Fee.

Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

## **COORDINATION OF BENEFITS through NON-DUPLICATION**

### **A. Definitions**

"Plan" – means a plan which provides benefits or services for or by reason of dental care and which is:

1. a group insurance plan; or
2. a group blanket plan, but not including school accident-type coverages covering students in:
  - a. a grammar school; or
  - b. a high school; or
  - c. a college,

for accident only (including athletic injuries) either on a 24 hour basis or on a "to and from school basis", or

1. a group practice plan; or
2. a group service plan; or
3. a group prepayment plan; or
4. any other plan which covers people as a group; or
5. a governmental plan or coverage required or provided by any law including any motor vehicle No Fault coverage which is required by law.

Each policy, contract or other arrangement for benefits or services will be treated as a separate plan. Each part of such a plan which reserves the right to take the benefits or services of other plans into account to determine its benefits will be treated separately from those parts which do not.

**"This Plan"** – means only those parts of This Plan which provide benefits or services for dental care. The provisions of This Plan which limit benefits based on benefits or services provided under:

1. Government Plans; or
2. Plans which the Employer (or an affiliate) contributes to or sponsors; will not be affected by this Coordination of Benefits provision.

**"Primary Plan"** – means that This Plan's benefits are determined before those of the other Plan; and without considering the other Plan's benefits.

**"Secondary Plan"** – means that This Plan's benefits are determined after those of the other Plan; and may be reduced because of the other Plan's benefits.

When there are more than two Plans covering the person, This Plan may be a Primary plan as to one of more of those other Plans and may be a Secondary Plan as to a different Plan or Plans.

**"Allowable Expense"** – means any maximum allowable fee which meets all of the following tests:

1. it is a charge for an item of necessary dental expense; and
2. it is an expense which a Covered Person must pay; and
3. it is an expense at least a part of which is covered under at least one of the plans which covers the person for whom claim is made.

When a plan provides fixed benefits for specified events or conditions rather than benefits based on expenses, any benefits under that plan will be deemed to be Allowable Expenses.

When a plan provides benefits in the form of services rather than cash payment, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid.

However, Allowable Expense does not include expense for services received because of:

- a. an Occupational Sickness; or
- b. an Occupational Injury.

**"Claim Determination Period"** – means a period which starts on any July 1 and ends on the next June 30. However, a Claim Determination Period for any Covered Person will not include periods of time during which that person is not covered under This Plan.

**"Custodial Parent"** – means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than half of the calendar year without regard to any temporary visitation.

## **B. Effect on Benefits**

1. If there is coverage under This Plan and another Plan, This Plan will be the Primary Plan if:
  - a. the other plan has a Coordination of Benefits or similar provision with the same order of benefit determination as the following subsection 3; and
  - b. under that order of benefit determination, the benefits under This Plan are to be determined before the benefits under the other plan.
2. If This Plan is the Secondary Plan, when the total Allowable Expenses incurred for a Covered Person in any Claim Determination Period are less than the sum of:
  - a. the benefits that would be payable under This Plan without applying this Coordination of Benefits provision; and
  - b. the benefits that would be payable under all other plans without a Coordination of Benefits or similar provision; the benefits described in item 2(a) of this section will be reduced. The sum of (a) these reduced benefits plus (b) all benefits payable for such Allowable Expenses under all other plans will not exceed the total of the benefits that would be payable under This Plan without applying this Coordination of Benefits provision.

Example: Assume that the deductible has previously been met for both plans, and a Dental Expense of \$100 would be paid at 65% (\$65):

- a. The Dental Expense of \$100 would be paid at 65% (\$65) if This Plan were Primary.
- b. If another Plan paid \$65 (or more) of the Dental Expense as Primary, This Plan as secondary would not make any payment for the Dental Expense.
- c. If another Plan denied benefits for expenses that are Covered Dental Expenses under This Plan, This Plan will calculate benefits as primary.

When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against the benefit limits of This Plan.

Benefits payable under other Plans include all benefits that would be payable if the proper claims had been given on time.

3. Rules for Determining the Order in which Plans Determine Benefits. When more than one Plan covers the person for whom Allowable Expenses were incurred, the order of benefit determination is:
  - a. Member, Employee, Retiree covered as a Dependent under another plan. The plan covering a person as a member, employee, or retiree determines its benefits first, before the plan covering that person as a dependent.

However, if the person is a Medicare beneficiary, implementing regulations of Title XVIII of the Social Security Act specify that Medicare is:

- 1) Secondary to the Plan covering the person as a dependent, and
- 2) Primary to the Plan covering the person as a retired person.

Therefore, the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering the person as other than a dependent.

- b. Dependent Child covered by Parents, who are not Separated or Divorced.** When This Plan and another plan cover the same child as a dependent of different persons, called "parents", and the parents are married, or not separated (whether or not they have been married):

- 1) the Primary Plan is the Plan of the parent whose date of birth (excluding year of birth) falls earlier in the year.

Example: One parent's birthday is January 8, the other parent's birthday is March 3; the Plan covering the parent whose birthday is January 8 is the Primary Plan, and the Plan covering the parent whose birthday is later is the Secondary Plan.

- 2) if both parents have the same date of birth (excluding year of birth), the Primary Plan is the Plan covering the parent for the longer time, and the Secondary Plan is the Plan covering the other parent for the shorter time.

However, if This Plan and the other plan do not agree on the order of benefits (the other plan has not adopted this rule, and provides that the father's plan determine benefits before the mother's plan), the rule in the other plan will determine the order of benefits.

- c. Dependent Child covered by Separated or Divorced Parents.** If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for that child will be determined in this order:

- i) first, the plan of the Custodial Parent;
- ii) then, the plan of the spouse of the Custodial Parent;
- iii) the plan of the Non-Custodial Parent; then
- iv) the plan of the spouse of the Non-Custodial Parent.

However, if the specific terms of a court decree state that a parent is responsible for the health care expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is Primary. The rules above (c.) determine which plan pays next. This paragraph does not apply with respect to any Claim Determination Period during which any benefits are actually paid or provided before that entity has that actual knowledge.

If the specific terms of a court decree state that the parents will share "joint custody," without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination in accordance with rule (b) above.

- d. Active/Laid-off or Retired Member. The plan which covers that person as an active Member (or as that Member's dependent) determines its benefits before the plan which covers that person as a laid-off or retired Member (or as that Member's dependent). If the plan which covers that person has not adopted this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will not apply.
- e. Longer/Shorter Time Covered. If none of the above rules determines the order of benefits, the plan which has covered that person for the longer time determines its benefits before the plan which covered that person for the shorter time.

4. Any reduction in the benefits under This Plan will be applied proportionately to each benefit that would have been paid in the absence of this Coordination of Benefits provision.

### **C. Exchange of Information and Payments**

1. DeltaDental may, without the consent of or notice to any person, give or receive any information about coverage, expenses, and benefits which is needed to apply this provision.
2. To obtain all benefits available, a claim should be filed under each plan which covers the person for whom Allowable Expenses were incurred. Any person who claims benefits under This Plan must give to DeltaDental the information needed to apply this provision.
3. DeltaDental has the right to recover any overpayment made under This Plan from any party who benefited from the overpayment.
4. If payments which should have been made under This Plan were made under any other plans, DeltaDental may pay the party which made the other payments any amounts deemed proper under this provision. Amounts so paid will be deemed benefits under This Plan. DeltaDental will be fully discharged from liability under This Plan to the extent of such payments.

### **NOTICES**

As soon as your benefits end, you should consult Union Benefits Trust to find out what rights, if any, you may have to continue your protection.

The fact that a Dentist may recommend that a Covered Person receive a dental service does not mean:

1. that the dental service will be deemed to be necessary; or
2. that benefits under This Plan will be paid for the expenses of the dental service.

Delta Dental will make the decision as to whether the dental service:

1. is necessary in terms of generally accepted dental standards; and
2. is qualified for benefits under This Plan.

## **NOTICE OF YOUR RIGHT AND YOUR DEPENDENTS' RIGHT TO CONTINUE DENTAL BENEFITS**

For you or your covered dependents who are not covered under any other group health care plan when your employment terminates for any reason other than your gross misconduct, or if your hours worked are reduced so that your coverage terminates, you and your covered dependents may continue coverage under This Plan for a period of up to 18 months. However, if you are determined under the terms of the Social Security Act to have been disabled at the time of your termination of employment or reduction in hours, you may continue your dental coverage under This Plan for an additional 11 months after the expiration of the 18 month period. During the additional 11 months of coverage, your cost for that coverage will be approximately 50% higher than it was during the preceding 18 months. In addition, if you should die, become divorced or legally separated, or become eligible for Medicare, your covered dependents who are not covered under any other group health care plan may continue coverage under This Plan for up to 36 months. Also, your covered children who are not covered under any other group health care plan may continue coverage under This Plan for up to 36 months after they no longer qualify as covered dependents under the terms of This Plan.

This continuation will terminate on the earliest of:

- a. the end of the 18, 29 or 36 month continuation period, as the case may be;
- b. the date of expiration of the last period for which the required payment was made;
- c. the date This Plan is cancelled.

Notice will be given when you or your covered dependents become entitled to continue coverage under This Plan. You, or they, will then have at least 60 days to elect to continue coverage. However, you or your covered spouse or your covered child must notify Union Benefits Trust within 60 days in the event you receive a determination of disability under the terms of the Social Security Act, you become divorced or legally separated, or when your dependent child no longer qualifies as a covered dependent under This Plan.

Any person who elects to continue coverage under This Plan must pay the full cost of that coverage (including both the share you now pay and the share Union Benefits Trust now pays), plus any additional amounts permitted by law. Your payments for continued coverage must be made on the first day of each month in advance.

### **NAME, TITLE AND BUSINESS ADDRESS OF PLAN**

Union Benefits Trust 390 Worthington Road Suite B Westerville, Ohio 43082

### **PLAN ADMINISTRATOR**

This Plan is a self-funded Plan, administered by Delta Dental Plan of Ohio, Inc. (Delta Dental).

### **CONTRIBUTIONS**

No contribution is required for Dental Expense Benefits.

## **PLAN YEAR**

The Plan's fiscal records are kept on a fiscal year basis beginning each July 1 and ending on the following June 30.

## **CLAIMS INFORMATION Procedures for Presenting Claims for Benefits**

All claim forms needed to file for benefits under the group insurance Plan can be obtained from Union Benefits Trust or Delta Dental who will also be ready to answer questions about the insurance benefits and to assist you in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

The completed claim form should be sent to Delta Dental at the address shown on the claim form.

When the claim has been processed, your dentist will be notified of the benefits paid. If you owe any balance to your dentist, you will be notified of the benefits paid. If any benefits have been denied, you will receive a written explanation.

## **Routine Questions**

When the claim has been processed, an explanation of Delta Dental's actions can be obtained by calling Delta Dental's Customer Service department at (877) 334-5008.

## **Requesting an Appeal of Claims Denied In Whole or In Part**

Delta Dental will notify you or your authorized representative if you receive an adverse benefit determination after your claim is filed. An adverse benefit determination is any denial, reduction, or termination of the benefit for which you filed a claim, or a failure to provide or to make payment (in whole or in part) of the benefit you sought. This includes 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. 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 take the following steps: First, you or your Dentist should contact Delta Dental's Customer Service department at their toll-free number, (877) 334-5008, and ask them to check the claim to make sure it was processed correctly. You may also mail your inquiry to the Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, your telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. Delta Dental provides this opportunity for you to describe problems and submit information that might indicate that your claim was improperly denied and allow Delta Dental to correct this error quickly.

## Claims Appeal Procedure

Whether or not you have asked Delta Dental informally, as described above, to recheck its initial determination, you can submit your claim to a formal review through the Claims Appeal Procedure described here. To request a formal appeal of your claim, you must send your request in writing to:

**Dental Director  
Delta Dental  
P.O. Box 30416  
Lansing, Michigan 48909-7916**

You must include your name and address, the Subscriber's Member ID number, the reason you believe your claim was wrongly denied, and any other information you believe supports your claim, and indicate in your letter that you are requesting a formal appeal of your claim. You also have the right to review the Plan and any documents related to it. If you would like a record of your request and proof that it was received by Delta Dental, you should mail it certified mail, return receipt requested.

You or your authorized representative should seek a review as soon as possible, but you must file your appeal within 180 days of the date on which you receive your notice of the adverse benefit determination you are asking Delta Dental to review. If you are appealing an adverse determination of a Concurrent Care Claim, you will have to do so as soon as possible so that you may receive a decision on review before the course of treatment you are seeking to extend terminates.

The Dental Director or any other person(s) reviewing your claim will not be the same as, nor will they be subordinate to, the person(s) who initially decided your claim. The Dental Director will grant no deference to the prior decision about your claim. Instead, he will assess the information, including any additional information that you have provided, as if he were deciding the claim for the first time.

The Dental Director will make his decision within 30 days of receiving your request for the review of Pre-Service Claims and within 60 days for Post-Service Claims. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of any adverse determination by the Dental Director will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent Plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any internal rule, guideline, or protocol that was relied on in making the decision on review and inform you that a copy can be obtained upon request at no charge, (e) contain a statement that you are entitled to receive, upon request and at no cost, reasonable access to and copies of the documents, records, and other information relevant to the Dental Director's decision to deny your claim (in whole or in part), and (f) contain a statement that you may seek to have your claim paid by bringing a civil action in court if it is denied again on appeal.

If the Dental Director's adverse determination is based on an assessment of medical or dental judgment or necessity, the notice of his adverse determination will explain the scientific or clinical judgment on which the determination was based or include a statement that a copy of the basis for that judgment can be obtained upon request at no charge. If the Dental Director consulted medical or dental experts in the appropriate specialty, the notice will include the name(s) of those expert(s).

If your claim is denied in whole or in part after you have completed this required Claims Appeal Procedure, or Delta Dental fails to comply with any of the deadlines contained therein, you have the right to seek to have your claim paid by filing a civil action in court. However, you will not be able to do so unless you have completed the review described above. If you wish to file your claim in court, you must do so within one year of the date on which you receive notice of the final denial of your claim.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling (614) 644-2673 or (800) 686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300, Columbus, Ohio, 43215.

#### **Discretionary Authority of Delta Dental**

In carrying out the responsibilities under This Plan, Delta Dental shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

#### **FUTURE OF THE PLAN**

The Trustees of Union Benefits Trust shall be empowered to amend or terminate this Plan or any benefit under this Plan at any time.