



Northeast Delta Dental

# Summary Plan Description



This contract may, at any time within thirty (30) days after its receipt, be returned by delivering it or mailing it back to Delta Dental and requesting the return of the initial premium payment.

*Renewal of Certificate: This certificate begins on the date shown as the Effective Date shown on the Contract Application and continues through the end of the Plan Year. This certificate will automatically renew on its anniversary date as long as premiums continue to be paid. The certificate will not be renewed if this dental program is no longer available.*

**Notice to Buyer: This certificate provides dental benefits only. This certificate is not designed to satisfy the Pediatric Dental Benefit pursuant to the provisions of the Patient Protection and Affordable Care Act.**

## Northeast Delta Dental

Delta Dental Plan of New Hampshire, Inc.

Delta Dental National Coverage

## Discrimination is Against the Law

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

### Northeast Delta Dental:

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

If you need these services, contact Sheila Sarabia, Compliance Manager.

If you believe that Northeast Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Sheila Sarabia, Compliance Manager  
One Delta Drive  
Concord, NH 03301  
603-223-1127  
TTY: 1-800-332-5905  
Fax: 603-223-1035  
[ssarabia@nedelta.com](mailto:ssarabia@nedelta.com)

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance Sheila Sarabia, Compliance Manager, is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

### Language Assistance Services

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-832-5700 (ATS : 1-800-332-5905).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-832-5700 (TTY: 1-800-332-5905).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-832-5700 (TTY: 1-800-332-5905)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-832-5700 (TTY: 1-800-332-5905).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 0075-238-008-1 (رقم هاتف الصم والبكم: 1-800-332-5905).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-832-5700 (телетайп: 1-800-332-5905).

ध्यान दनु होसः तपाइ ले नेपाल बोल्नहन्छ भन तपाइ को निम्त भाषा सहायता सवाहरु नःशल्क रूपमा उपलब्ध छ । फोन गर्नु होसर् 1-800-332-5700 (ट टवाइ : 1-800-332-5905) ।

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-832-5700 (TTY: 1-800-332-5905).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-832-5700 (TTY: 1-800-332-5905) まで、お電話にてご連絡ください。

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-800-832-5700 (TTY: 1-800-332-5905).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-832-5700 (TTY: 1-800-332-5905) 번으로 전화해 주십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-832-5700 (TTY: 1-800-332-5905).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-832-5700 (TTY: 1-800-332-5905).

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-832-5700 (TTY: Telefon za osobe sa oštećenim govorom ili sluhom: 1-800-332-5905).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-832-5700 (TTY: 1-800-332-5905).

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## Welcome

Northeast Delta Dental welcomes you to the growing number of people receiving benefits through our Dental Care programs.

This booklet, together with your Outline of Benefits, describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan. But, before you turn the page, we'd like you to know something about us.

Northeast Delta Dental is a not-for-profit organization originally established and supported by Dentists to make Dental Care more available to the general public.

Northeast Delta Dental is affiliated with a national association known as the Delta Dental Plans Association (DDPA) which provides Dental Care programs in all states and U.S. territories.

A majority of Dentists in Maine, New Hampshire, and Vermont participate with Northeast Delta Dental through participating agreements. In addition, there is a nationwide network of Participating Dentists available to you.

You are encouraged to take advantage of your Northeast Delta Dental plan since good oral health is an important part of your overall general health. You are also encouraged to participate in Northeast Delta Dental's innovative Health through Oral Wellness® (HOW®) program to be eligible for additional preventive dental benefits based upon a clinical risk assessment by your Dentist. Finally, you are also encouraged to obtain your Dental Care from a Participating Dentist to get the best value from your program.

**Your Coverage:** The coverage selected for your dental benefits plan uses Delta Dental's PPO and Premier networks of Participating Dentists. This Delta Dental network plan allows you to go to any Dentist of your choice and receive a level of benefits for covered services, but you will receive the best value from your plan if you visit a network Dentist. You pay no more than the Delta Dental contractual fee for covered services Northeast Delta Dental Participating Dentists provide, even if you exceed your annual benefit maximum.

Delta Dental PPO Dentists are part of a more limited network of Participating Dentists who offer lower fees to their Delta Dental PPO patients. Delta Dental PPO Dentists are reimbursed by Delta Dental based on the lesser of the submitted charge or Delta Dental's allowance for PPO Dentists in the geographic area in which the services were provided. PPO Dentists agree to accept Delta Dental's payment as payment in full, and further agree not to charge any difference between their fees and the amount paid by Delta Dental back to their Delta Dental patients. Like all Dentists, PPO Dentists are allowed to charge for any applicable Co-payments, Deductible, or non-covered services.

You will also receive benefits under your dental benefits plan if you choose to visit a Delta Dental Premier Dentist. Delta Dental Premier Dentists are reimbursed by Delta Dental based on the lesser of the submitted charge or Delta Dental's allowance for Premier Dentists in the geographic area in which the services were provided. Like all Dentists, Premier Dentists are allowed to charge for any applicable Co-payments, Deductibles or non-covered services.

You may also choose to visit Dentists who are not Delta Dental Participating Dentists (Non-Participating Dentists) or Other Dental Providers (ODPs). You will receive benefits based on the lesser of the submitted charge or Delta Dental's allowance for Non-Participating Dentists or ODPs in the geographic area in which the services were provided. The Non-Participating Dentist or ODP may balance bill up to their submitted charge. When there is not sufficient fee information available for a specific dental procedure, Delta Dental will determine an appropriate payment amount. You may be requested to bring a claim form to your visit. Claim forms can be downloaded from [www.nedelta.com](http://www.nedelta.com) or you may call 800-832-5700.

Remember: All Delta Dental Participating Dentists agree to:

- File your claim forms for you.
- Charge you no more than the amount allowed for payment by Delta Dental.
- Accept payment directly from Delta Dental.

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**Health through Oral Wellness® (HOW®) program:** A healthy mouth is part of a healthy life, and Northeast Delta Dental’s innovative Health through Oral Wellness (HOW) program works with your dental benefits to help you achieve and maintain better oral wellness. Here’s how to participate in the HOW program.

- **REGISTER**

Go to [www.healththroughoralwellness.com](http://www.healththroughoralwellness.com) and click on “Register Now.”

- **KNOW YOUR SCORE**

After you register, please take the free oral health risk assessment by clicking on “Free Assessment” in the Know Your Score section of the website.

- **SHARE YOUR SCORE WITH YOUR DENTIST**

The next step is to share your results with your Dentist at your next dental visit. Your Dentist can discuss your results with you and perform a clinical version of the risk assessment. Based on your risk and subject to the provisions of your dental benefits plan, you may be eligible for additional preventive benefits at no cost.

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## I. Definitions

1. **Agreement:** the contractual relationship between your group and Delta Dental to provide dental benefits to Eligible Persons, including this document, the contract application, the group contract, and the Outline of Benefits.
2. **Co-insurance:** the amount of the Dental Care cost which you are required to pay after application of Co-insurance Percentages.
3. **Co-insurance Percentage:** the percentage specified in your Outline of Benefits as the amount covered by this dental benefits plan for Coverages A, B, C and D respectively.
4. **Co-payment:** the amount of the Dental Care cost which you are required to pay and the Co-insurance Percentage.
5. **Contract Holder:** the group named in the contract application.
6. **Coverage:** the Dental Care referred to in the Agreement.
7. **Coverage Period:** Benefit Period as defined in the Outline of Benefits.
8. **Deductible:** the portion of the charge for covered Dental Care which the Subscriber or Eligible Dependent must pay before Northeast Delta Dental's payment responsibility begins. The Deductible for your Coverage is listed in your Outline of Benefits.
9. **Delta Dental Plans Association (DDPA):** the association which comprises all of the Delta Dental Plans and affiliated organizations operating in the United States and its territories.
10. **Denied:** if the fee for a procedure or service is Denied and chargeable to the Eligible Person, the procedure or service is not a benefit of the Eligible Person's plan. The approved amount is not payable by Northeast Delta Dental, but is collectable from the Eligible Person.
11. **Dental Care:** dental services ordinarily provided by licensed Dentists or ODPs for diagnosis or treatment of dental disease, injury, or abnormality based on valid dental need in accordance with generally accepted standards of dental practice at the time the service is rendered.
12. **Dentist:** a person duly licensed to practice dentistry in the state in which the Dental Care is provided.
13. **Denturist:** a person licensed to practice denturism by the state in which the services are rendered. The practice of denturism includes:
  - (a) The taking of denture impressions and bite registration for the purpose of or with a view to the making, producing, reproducing, construction, finishing, supplying, altering or repairing of a complete maxillary (upper) or complete mandibular (lower) prosthetic denture, or both, to be fitted to an edentulous arch or arches.
  - (b) The fitting of a complete maxillary (upper) or mandibular (lower) prosthetic denture, or both, to an edentulous arch or arches, including the making, producing, reproducing, constructing, finishing, supplying, altering and repairing of dentures.
  - (c) The procedures incidental to the procedures specified in paragraphs (a) and (b), as defined by the applicable state licensing board.

For the purpose of paying claims, licensed Denturists will be treated as an Other Dental Provider (ODP). Claims submitted by a licensed Denturist must be accompanied by a copy of a certificate of good oral health that has been issued for the Eligible Person by a licensed Dentist. A copy of the Denturist's license must be filed with Northeast Delta Dental before claims can be processed.

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14. **Dependent:**
- (a) The spouse or Domestic Partner of the Subscriber.
  - (b) A child of the Subscriber or of the spouse or Domestic Partner of the Subscriber, by natural birth or legal adoption, a child in the process of adoption or guardianship and in the custody of the Subscriber or the spouse or Domestic Partner of the Subscriber, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).
- Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested.
- A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first sixty (60) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's first birthday.
15. **Disallowed:** if the fee for a procedure or service is Disallowed, it is not payable by Northeast Delta Dental, nor collectable from the Eligible Person by a Participating Dentist. The Exclusions and Limitations provisions in Section III. and Section IV. identify services which are Disallowed. In each instance, a Delta Dental Participating Dentist agrees not to charge a separate fee.
16. **Domestic Partner:** the same sex or opposite sex partner of the Subscriber (and their Dependents) who:
- (a) Is a mentally competent adult as is the Subscriber.
  - (b) Has been legally domiciled with the Subscriber for at least twelve (12) months.
  - (c) Is not legally married to or legally separated from another individual.
  - (d) Is the sole partner of the Subscriber and expects to remain so.
  - (e) Is jointly responsible with the Subscriber for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.
17. **Eligible Dependent(s):** those Dependents who meet the eligibility requirements of the Agreement and are enrolled by Subscribers in the group's benefit program. If enrolling Dependents in the group's benefit program, all Eligible Dependents must be enrolled by the Subscriber for the term of the Agreement.
18. **Eligible Person(s):** the Subscriber and Dependent(s) (as defined herein) to the extent eligible in accordance with the eligibility requirements established by the Group (or the employer).
19. **Explanation of Benefits (EOB):** the notice which explains the benefits that were paid on your behalf, lets you know if any services are Denied or Disallowed, and gives you the reason(s) for the denial or disallowance.
20. **Maximum:** the dollar amount Northeast Delta Dental will pay per Eligible Person within any Coverage Period (or in a lifetime for orthodontic benefits) for covered benefits. All benefits paid, including benefits for Diagnostic and Preventive services, are counted toward an Eligible Person's Coverage Period Maximum. However, orthodontic payments count only toward the orthodontic Maximum.
21. **Non-Participating Dentist:** a Dentist who has not signed a participating agreement with Northeast Delta Dental or another Delta Dental company.
22. **Northeast Delta Dental:** the Delta Dental Plans in Maine, New Hampshire, and Vermont, collectively known as Northeast Delta Dental.



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23. **Other Dental Providers (ODP):** a person, other than a Dentist, who provides Dental Care and is authorized and licensed to provide such services by the state in which the services are rendered.
  24. **Outline of Benefits (OOB):** the insert to this booklet that describes some of the particular provisions of your dental benefits.
  25. **Participating Dentist:** a Dentist who has signed a participating agreement with Northeast Delta Dental or another Delta Dental company. A Participating Dentist agrees to abide by such uniform rules and regulations as are from time to time prescribed by Northeast Delta Dental.
  26. **Predetermination:** an administrative procedure by which the Dentist submits the treatment plan to Northeast Delta Dental in advance of performing Dental Care. Northeast Delta Dental recommends that you ask your Dentist to request a Predetermination of proposed services that are considered to be other than brief or routine. A Predetermination provides an estimate of what Northeast Delta Dental will pay for the services which helps avoid confusion and misunderstanding between you and your Dentist.
  27. **Processing Policies:** policies approved by Northeast Delta Dental, as may be amended from time to time, to be used in processing claims for payment or review, and processing treatment plans for Predetermination. Processing Policies are approved by the Contract Holder by signing the Group Contract. Most frequently used Processing Policies are contained in the terms, conditions and limitations described in this SPD.
  28. **Subscriber:** any person who:
    - (a) Renders service to the Contract Holder as a paid employee, including part-time employees working at least fifteen (15) hours per week.
    - (b) Is certified by the Contract Holder as a member of the group specified in the application.
    - (c) Enrolls in the group's dental benefits plan.
  29. **Summary Plan Description (SPD):** this document. The Summary Plan Description and the Agreement form the terms and conditions under which Northeast Delta Dental shall administer your dental benefits plan.

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## II. How to File a Claim

### To Use Your Plan, Follow These Steps:

Please read this Summary Plan Description carefully to familiarize yourself with the benefits and provisions of your dental benefits plan.

Ask your Dentist if he/she participates with Delta Dental, visit Northeast Delta Dental's website at [www.nedelta.com](http://www.nedelta.com) refer to your Northeast Delta Dental Participating Dentist Directory, or call Northeast Delta Dental for information.

When you visit your dental office, inform them that you are covered under a Northeast Delta Dental program and provide your identification card or other means of verifying Northeast Delta Dental coverage. Your Dentist will perform an evaluation and plan the course of treatment. When the treatment has been completed, the claim form will be sent to Northeast Delta Dental for payment for covered services. Clean written claims must be paid in thirty (30) days; clean electronic claims must be paid within fifteen (15) days.

**Participating Dentists:** Participating Dentists will have claim forms available in their offices. A Participating Dentist will not charge at the time of treatment for covered services, but may request payment for non-covered services, Deductibles, or Co-payments. Northeast Delta Dental will pay the Participating Dentists directly based on the lesser of the submitted charge or Delta Dental's allowance for Participating Dentists in the geographic area in which the services were provided. An Explanation of Benefits form will be sent or accessible to you that will indicate the amount you should pay, if any, to your Dentist.

**Non-Participating Dentists or Other Dental Providers (ODPs):** Northeast Delta Dental provides coverage regardless of your choice of Dentist, participating or not. When visiting a Non-Participating Dentist or ODP (who is a person, other than a Dentist, who provides Dental Care and is authorized and licensed to provide such services by the state in which the services are rendered), you may be required to submit your own claim (available at [www.nedelta.com](http://www.nedelta.com)) and pay for services at the time they are provided. All claims should be submitted to Northeast Delta Dental. Payment will be made directly to you. Some states may require that assignment of benefits (directing that payment be sent to the provider) be honored. In these instances, payment will be made directly to the Non-Participating Dentist or ODP when written notice of such an assignment is made on the claim. In either case, payment for treatment performed by a Non-Participating Dentist or ODP will be limited to the lesser of the submitted charge or Delta Dental's allowance for Non-Participating Dentists or ODPs in the geographic area in which services were provided. It is your responsibility to make full payment to the Dentist or ODP. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.

You or someone in the dental office must fill in the Eligible Person information portion of the claim form. Please be sure information is complete and accurate to ensure the prompt and correct payment of your claim.

**Predetermination of Benefits:** Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.

**Please note that Predetermination does NOT guarantee payment. Rather, Predetermination is an estimate of payment based on your current benefits. A new Coverage Period, additional paid benefits and/or a contract change may alter the final payment, because payment is based on information at the time treatment is provided (the date of service) which may be different than information available at the time the Predetermination estimate was given. Any changes in a Dentist's participating status or Northeast Delta Dental's allowance may also affect Northeast Delta Dental's final payment.**

The Predetermination voucher reflects your benefits based on the procedures and costs submitted by your dental office. Questions concerning Predetermination should be directed to Northeast Delta Dental's Customer Service Department at 800-832-5700 or 603-223-1234.

### III. Benefits

**PLEASE NOTE:** Eligible Persons will only be entitled to those benefit coverages selected by the Contract Holder. See your Outline of Benefits for the coverages selected. Section III. describes the benefit coverages which may be selected.

#### **Diagnostic & Preventive Benefits (Coverage A)**

**Diagnostic:** Oral evaluations - two (2) times in a period of twelve (12) months.  
Radiographic images - a complete series or a panoramic image once in a period of five (5) years; bitewings once in a period of twelve (12) months; images of individual teeth as necessary.  
Brush biopsy.

**Preventive:** Prophylaxis (cleaning) - four (4) times in a period of twelve (12) months (child cleaning through age thirteen (13), adult cleaning thereafter). This can be a routine cleaning or a full mouth debridement under Diagnostic and Preventive Benefits (Coverage A), or periodontal maintenance under Basic Benefits (Coverage B).

A full mouth debridement under Diagnostic and Preventive Benefits (Coverage A) is covered once in a lifetime and, when performed, is counted towards your cleaning benefit.

Fluoride treatments - two (2) times in a period of twelve (12) months through age eighteen (18).

Space Maintainers through age fifteen (15).

Sealants through age eighteen (18).

**NOTE:** *As a participant in Northeast Delta Dental's Health through Oral Wellness® (HOW) program, you may be eligible for additional preventive benefits, subject to the annual maximum, deductible, co-insurance and/or co-pays and other standard policy provisions. These additional preventive benefits may include more frequent prophylaxis (cleanings), fluoride treatments, sealants, periodontal maintenance, and full mouth debridement, and availability of caries susceptibility tests, oral hygiene instruction, nutritional counseling, and tobacco cessation counseling.*

*Time limitations are measured from the date the services were most recently performed.*

*Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.*

#### **Coverage A Exclusions and Limitations:**

- If the fee for a procedure or service is "Disallowed," it is not payable by the plan, nor collectable from the Eligible Person by a participating Dentist. Participating Dentists agree not to charge a separate fee.
  - If the fee for a procedure or service is "Denied," it is not payable by the plan, but is chargeable to the Eligible Person as the procedure or service is not a benefit under the plan.
1. Oral evaluations of any kind are Disallowed if performed within ninety (90) days after periodontal surgery by the same Dentist/dental office.
  2. Comprehensive oral evaluation and comprehensive periodontal evaluation are a covered benefit once in a lifetime (unless there is history of no care for three (3) years) and is counted toward your oral evaluation benefits. Subsequent comprehensive oral evaluations are covered as a periodic oral evaluation and are subject to frequency limitations.

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3. Oral evaluations for Eligible Persons under age three (3), when performed on the same date of service by the same Dentist/dental office as a comprehensive evaluation, are Disallowed.
  4. Pre-diagnostic services, such as screening and assessment of an Eligible Person, are not covered benefits. Payment for a screening and assessment is Disallowed if billed with an oral evaluation.
  5. A panoramic radiographic image is a covered benefit once in a five (5) year period for Eligible Persons age six (6) and over. The fee for a panoramic radiographic image performed on Eligible Persons under the age of six (6) is Denied. The Eligible Person is responsible for the fee.
  6. A panoramic radiographic image, with or without supplemental radiographic images (such as periapicals, bitewings and/or occlusal), is considered a complete series for time limitations and any fee in excess of the fee for a complete series is Disallowed.
  7. Payment for additional periapical and/or occlusal radiographic images within a thirty (30) day period of a complete series or panoramic image, unless there is evidence of trauma, is Disallowed.
  8. When benefits are requested for a panoramic radiographic image in conjunction with a complete series by the same Dentist/dental office, fees for the panoramic radiographic image are Disallowed as a component of the complete series on the same date of service.
  9. Routine working and final treatment radiographic images taken for endodontic therapy by the same Dentist/dental office are considered a component of the complete treatment procedure and separate fees are Disallowed on the same date of service.
  10. Bitewing images for children under the age of ten (10) are limited to two (2) bitewing images in a twelve (12) month period. Three (3) or more images will be covered as two (2) bitewing images and any difference in fees is Disallowed.
  11. If the fee for bitewings, periapicals, intraoral occlusal and extraoral radiographic images is equal to or exceeds the fee for a full mouth series, it is considered a full mouth series for payment purposes and time limitations. Any fee in excess of the fee for the full mouth series is Disallowed on the same date of service.
  12. Fees for additional radiographic images taken by the same Dentist/dental office within sixty (60) days of vertical bitewings are Disallowed.
  13. The fee for a full mouth debridement is Disallowed when performed by the same Dentist/dental office on the same date of service as a comprehensive evaluation, detailed and extensive oral evaluation or a comprehensive periodontal evaluation.
  14. Cone beam imaging and interpretation are not covered benefits. Cone beam imaging, when performed by the same Dentist/dental office as an image interpretation, is combined as a cone beam capture and interpretation. Any fees in excess of the combined code are Disallowed.
  15. Cephalometric images and oral/facial photographic images are not a covered benefit.
  16. Oral cancer screening, except brush biopsy, is not a covered benefit.
  17. Oral Pathology laboratory services are a covered benefit when accompanied by a pathology report. If more than one of these procedures is billed for the same tooth site on the same day, by the same Dentist/ dental office, payment is allowed for the most inclusive procedure and the less inclusive procedure is Disallowed.
  18. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures, and the fee is Disallowed.
  19. Laboratory tests for caries susceptibility are not a covered benefit and are Disallowed when billed with an oral evaluation for children under the age of three (3).

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20. Caries risk assessment is a covered benefit once in a period of three (3) years for Eligible Persons age three (3) and older. Benefits for caries risk assessment are Disallowed if billed for children under the age of three (3), if billed within twelve (12) months by the same Dentist/dental office, or if performed with other risk assessments by the same Dentist/dental office.
  21. Sealant benefit limitation:
    - (a) The sealant benefit is provided only to Eligible Dependents eighteen (18) years of age or younger.
    - (b) The sealant benefit includes the application of sealants only to caries-free (no decay) and restoration-free permanent molars.
    - (c) The sealant benefit is provided no more than once in a three (3) year period per tooth.
    - (d) Sealants are Disallowed within two (2) years of initial placement on the same tooth by the same Dentist/dental office. A sealant is Disallowed if performed by the same Dentist/dental office, on the same date of service as a restoration which includes the occlusal surface.
  22. Pulp vitality tests are a covered benefit only when done in conjunction with a radiographic image; a limited oral evaluation; a palliative treatment; or a protective restoration. Payment is otherwise Disallowed.
  23. Space maintainers are a covered benefit once in a lifetime per tooth for Eligible Dependents through age fifteen (15) when a space is being maintained for an erupting permanent tooth.
  24. The replacement or repair of space maintainers is not a covered benefit, unless performed by a Dentist who did not do the original placement.
  25. Removal of a space maintainer is included as part of the total treatment. Charges for removal of a space maintainer are Disallowed if performed by the same Dentist/dental office as the initial placement or if performed with the recementation of a space maintainer.
  26. Distal shoe space maintainers are a covered benefit for Eligible Persons age eight (8) and younger. Fees for distal shoe space maintainers performed on Eligible Persons nine (9) and older are Denied.
  27. Nutritional counseling, tobacco counseling and oral hygiene instruction are not covered benefits except for participants in Delta Dental's Health through Oral Wellness® (HOW®) program.
  28. Genetic test for susceptibility to diseases is not a covered benefit.

### Basic Benefits (Coverage B)

<b>Restorative:</b>	Amalgam (silver) restorations (fillings). Resin restorations are a covered benefit on anterior teeth and the buccal surface of bicuspid only.
<b>Oral Surgery:</b>	Routine extractions and covered surgical procedures.
<b>Periodontics:</b>	Prophylaxis (cleaning) – four (4) times in a period of twelve (12) months (child cleaning through age thirteen (13), adult cleaning thereafter). This can be a routine cleaning or a full mouth debridement under Diagnostic and Preventive Benefits (Coverage A), or periodontal maintenance under Basic Benefits (Coverage B).  A full mouth debridement under Diagnostic and Preventive Benefits (Coverage A) is covered once in a lifetime and when performed is counted towards your cleaning benefit.
<b>Endodontics:</b>	Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy.
<b>Denture Repair:</b>	Repair of a removable complete or partial denture to its original condition.
<b>Clinical Crown Lengthening:</b>	Once per tooth per lifetime.
<b>Palliative Treatment:</b>	Minor emergency treatment for the relief of pain.
<b>Anesthesia:</b>	General anesthesia or intravenous sedation when administered in a dental office and in conjunction with: an extraction, tooth reimplantation, surgical exposure of a tooth, surgical placement of implant body, biopsy, transeptal fibrotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess, frenulectomy, and/or frenuloplasty.  General anesthesia will also be covered when administered in conjunction with procedures performed in the dental office for the following covered Eligible Persons:  (a) A child under the age of six (6) who is determined by a licensed Dentist in conjunction with a licensed primary care physician to have a dental condition of significant complexity which requires the child to receive general anesthesia for the treatment of such condition; or  (b) A person who has exceptional medical circumstances or a developmental disability, as determined by a licensed physician, which place the person at serious risk.

**NOTE:** *Time limitations are measured from the date the services were most recently performed.*

*Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.*

#### Coverage B Exclusions and Limitations:

- If the fee for a procedure or service is “Disallowed,” it is not payable by the plan, nor collectable from the Eligible Person by a participating Dentist. Participating Dentists agree not to charge a separate fee.
- If the fee for a procedure or service is “Denied,” it is not payable by the plan, but is chargeable to the Eligible Person as the procedure or service is not a benefit under the plan.

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1. Restorations are a covered benefit only once per surface in a period of twenty-four (24) months, irrespective of the number or combination of procedures performed. The replacement of amalgam (silver) or resin (white) restorations within twenty-four (24) months by the same Dentist/dental office is Disallowed.
  2. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures and the fee is Disallowed.
  3. Tooth preparation; bases; copings; protective restorations; impressions; and local anesthesia; or other services that are part of the complete dental procedure, are considered components of, and included in the fee for, a complete procedure and are Disallowed.
  4. Resin restorations in posterior teeth (white fillings in bicuspids and molars) are not covered unless specified as a covered benefit in the Outline of Benefits. If a resin restoration is performed on posterior teeth, other than the buccal surface of bicuspids, an allowance will be paid equal to an amalgam (silver) restoration, and the Eligible Person will be responsible for any additional fee.
  5. Protective restorations are Disallowed if performed on the same date of service as a definitive restoration or palliative treatment by the same Dentist/dental office.
  6. Prefabricated stainless steel crowns are a covered benefit once in a period of two (2) years. The fee for replacement of a stainless steel crown by the same Dentist/dental office within twenty-four (24) months is included in the initial crown placement and is Disallowed.
  7. Payment is made for one (1) restoration in each tooth surface irrespective of the number of combinations of restorations placed. A Northeast Delta Dental Participating Dentist agrees not to charge a separate fee.
  8. Removal of coronal remnants of a primary tooth is considered part of any other (more comprehensive) surgical procedure in the same surgical area, same date by the same Dentist/dental office and the fees are Disallowed.
  9. Routine post-operative visits are considered part of, and included in the fee for, the total procedure. A Northeast Delta Dental Participating Dentist agrees not to charge a separate fee.
  10. Exploratory surgical services are not a covered benefit. The Eligible Person is financially responsible.
  11. Periodontal scaling and root planing is a covered benefit per quadrant (maximum of two (2) quadrants per office visit) once in a period of twenty-four (24) months. Fees are Disallowed for twenty-four (24) months after the initial therapy if the retreatment is performed by the same Dentist/dental office. The fee for periodontal scaling and root planing is Disallowed if performed within four (4) weeks of periodontal surgery by the same Dentist/dental office, or if more than two (2) quadrants are treated in one office visit.
  12. Fees for periodontal maintenance, when billed within three (3) months of periodontal therapy by the same Dentist/dental office, are Disallowed.
  13. Recementation of a space maintainer is a covered benefit once in a lifetime per appliance.
  14. Periodontal surgical procedures include all necessary postoperative care, finishing procedures, evaluations for three (3) months, as well as any surgical re-entry, except soft tissue grafts, for three (3) years. The fee for surgical re-entry by the same Dentist/dental office within three (3) years is Disallowed.
  15. An adjustment will be made for two (2) or more restoration surfaces which are normally joined together. A Northeast Delta Dental Participating Dentist agrees not to charge a separate fee.

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16. Clinical crown lengthening is a covered benefit once per tooth per lifetime and only when performed in a healthy periodontal environment, on natural teeth only, in which bone must be removed for placement of the restoration or crown, or prosthetic device. The fee for clinical crown lengthening is Disallowed if performed on the same date of service by the same Dentist/dental office as the crown placement.
  17. Clinical crown lengthening, when done in conjunction with osseous surgery, crown preparations, or restorations is considered a component of, and included in the fee for, the complete procedure and is Disallowed.
  18. Clinical crown lengthening, when performed in conjunction with other periodontal procedures, will be subject to a dental consultant's review. Payment will be based on the most comprehensive procedure.
  19. Direct or indirect pulp caps are a covered benefit once in a period of three (3) years. A pulp cap performed on the same date of service as the final restoration by the same Dentist/dental office is considered part of a single complete restorative procedure and the fee for the pulp cap is Disallowed.
  20. Recementation of a crown, onlay, or partial coverage restoration is a covered benefit once per tooth per lifetime. Payment is Disallowed if performed within six (6) months of the initial placement by the same Dentist/dental office.
  21. Recementation of a cast or prefabricated post and core is a covered benefit once per tooth per lifetime. Payment is Disallowed if performed within six (6) months of the initial placement by the same Dentist/dental office, or if performed on the same date of service of a crown recementation by the same Dentist/dental office.
  22. Anterior deciduous root canal therapy is not a covered benefit.
  23. A partial pulpotomy is a covered benefit once per tooth per lifetime on permanent teeth only. The fee for a partial pulpotomy is Disallowed if performed within thirty (30) days on the same tooth by the same Dentist/dental office as root canal therapy.
  24. Pulpal therapy is a covered benefit once in a three (3) year period on primary first and second molars only. If pulpal therapy is performed on primary anterior or permanent teeth, the procedure will be covered as a palliative treatment.
  25. Therapeutic pulpotomy is a covered benefit once in a three (3) year period per tooth on primary teeth only. If the service is provided on permanent teeth, the procedure will be covered as a palliative treatment.
  26. Root canal therapy is a covered benefit once in a period of three (3) years. Retreatment of root canal therapy by the same Dentist/dental office within twenty-four (24) months is considered part of the original procedure. Fees for the retreatment by the same Dentist/dental office are Disallowed.
  27. Root canal therapy is not a benefit in conjunction with overdentures and benefits are Denied. The Eligible Person is responsible for the additional fee.
  28. Incomplete endodontic procedure due to inoperable or fractured tooth may be covered at 50% of the fee for a completed endodontic therapy, subject to a consultant's review of radiographic images and clinical notes.
  29. Root amputation performed in conjunction with an apicoectomy by the same Dentist/dental office is Disallowed.
  30. A frenulectomy or frenuloplasty is a covered benefit once per site per lifetime and is Disallowed when billed on the same date as any other surgical procedure in the same surgical area by the same Dentist/ dental office.
  31. Alveoloplasty is included in the fee for surgical extractions. Separate fees for these procedures are Disallowed if performed by the same Dentist/dental office, in the same surgical area on the same date.



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32. The fee for repairs of complete or partial dentures cannot exceed half the fees for a new appliance. Any excess fee billed by the same Dentist/dental office is Disallowed on the same date of service.
  33. The fee for palliative treatment is Disallowed when submitted with all procedures except radiographic images and diagnostic codes and is performed by the same Dentist/dental office on the same date.
  34. Palliative treatment is part of the initiation of endodontic therapy and therefore is included in the fee when performed on the same date by the same Dentist/dental office and a separate fee is Disallowed.
  35. General anesthesia is a covered benefit only when administered by a properly licensed Dentist in a dental office in conjunction with covered oral surgical procedures or when necessary due to concurrent medical conditions. Otherwise, the fee for general anesthesia is Denied.
  36. Local anesthesia in conjunction with any procedure by the same Dentist/dental office is considered part of the overall procedure and fees are Disallowed.
  37. Fees for repairs of complete or partial dentures, if performed within six (6) months of initial placement by the same Dentist/dental office are Disallowed.
  38. Pin retention is a covered benefit once per tooth in a period of twenty-four (24) months in conjunction with all restorations. Additional pins in the same tooth are Disallowed. Pin retention is Disallowed when billed in conjunction with a core buildup.
  39. An apexification or an apicoectomy is a covered benefit once per tooth in a period of three (3) years. Retreatment by the same Dentist/dental office within twenty-four (24) months is Disallowed.
  40. An internal root repair is a covered benefit once in a lifetime on permanent teeth only. If performed on a primary tooth the benefit is Denied. The fee for an internal root repair is Disallowed if performed on the same date of service by the same Dentist/dental office as an apicoectomy or retrograde filling.
  41. Retrograde fillings are a covered benefit once per root per three (3) years. Retreatment within twenty-four (24) months of the original procedure by the same Dentist/dental office is Disallowed.
  42. Periradicular surgery without an apicoectomy performed on the same tooth, on the same date, by the same Dentist/dental office as an apicoectomy, retrograde filling and/or root amputation is Disallowed.
  43. Pulpal debridement is a covered benefit once in a lifetime. The fee for pulpal debridement is Disallowed if performed within thirty (30) days of a root canal treatment by the same Dentist/dental office.
  44. Removal of residual tooth roots is Disallowed when performed on the same date of service as an extraction by the same Dentist/dental office.
  45. Reattachment of a tooth fragment, including the incisal edge or cusp, is a covered benefit. Payment is Disallowed if performed within twenty-four (24) months of a restoration on the same tooth by the same Dentist/dental office.
  46. Adjustment or repair of a denture is a covered benefit twice in a twelve (12) month period for Eligible Persons age sixteen (16) and older. Fees for an adjustment or repair of a denture is Disallowed if performed within six (6) months of initial placement. The fee for an adjustment or repair of a denture cannot exceed one-half of the fee for a new appliance, and any excess fee by the same Dentist/dental office is Disallowed on the same date of service.

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47. Cleaning and inspection of a removable complete or partial denture is not a covered benefit. The fee for cleaning and inspection of a removable complete or partial denture is Disallowed when done by the same Dentist/dental office on the same date of service as a reline or rebase of the denture. Otherwise, the fee for cleaning and inspection of a removable complete or partial denture is Denied.
  48. A consultation is a covered benefit only if performed by a Dentist that is not performing further treatment. A consultation is Disallowed if performed in conjunction with an oral evaluation by the same Dentist/dental office on the same date of service.
  49. Gingivectomy, gingival flap procedure, bone replacement graft in conjunction with flap surgery, mesial/distal wedge, connective tissue graft, or soft tissue graft procedure is a covered benefit once in a period of three (3) years on natural teeth. The charge for surgical re-entry by the same Dentist/dental office within three (3) years is Disallowed.
  50. Osseous surgery is a covered benefit per quadrant (maximum of two (2) quadrants per office visit) once in a period of three (3) years. Fees are Disallowed for surgical re-entry by the same Dentist/dental office within a three (3) year period, and/or if more than two quadrants are treated in one office visit.
  51. Interim caries arresting medicament application is not a covered benefit.

**Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.**

### Major Benefits (Coverage C)

<b>Restorative Crowns and Onlays:</b>	Crowns and onlays when a tooth cannot be adequately restored with amalgam (silver) or resin (white) restorations.
<b>Prosthodontics:</b>	Fixed partial dentures (abutment crowns and pontics), removable complete and partial dentures, including rebase and reline of such prosthetic appliances, core buildups, cast and prefabricated posts and cores and crown and onlay repairs.
<b>Implant Services:</b>	Surgical placement of an endosteal implant body; including healing cap.
<b>Implant Supported Protheses:</b>	Crowns, fixed or removable partial dentures and full dentures anchored in place by an implanted device.

**NOTE:** *Time limitations are measured from the date the services were most recently performed.*

*Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.*

#### Coverage C Exclusions and Limitations:

- If the fee for a procedure or service is “Disallowed,” it is not payable by the plan, nor collectable from the Eligible Person by a participating Dentist. Participating Dentists agree not to charge a separate fee.
- If the fee for a procedure or service is “Denied,” it is not payable by the plan, but is chargeable to the Eligible Person as the procedure or service is not a benefit under the plan.
- 1. Onlays or crowns made of resin-based composite, porcelain, porcelain fused to metal, full cast metal, or resin fused to metal where the metal is high noble metal, titanium, noble metal, or predominantly base metal are not covered benefits for Eligible Dependents under the age of twelve (12).
- 2. Tissue conditioning is a covered benefit two (2) times in a period of three (3) years. The fee for tissue conditioning is Disallowed if performed on the same date of service as a denture rebase or reline by the same Dentist/dental office.
- 3. Coverage C time limitations:
  - (a) One (1) complete or immediate maxillary (upper) and one (1) complete or immediate mandibular (lower) denture in a period of seven (7) years.
  - (b) One (1) complete maxillary (upper) denture rebase and one (1) complete mandibular (lower) denture rebase in a period of seven (7) years.
  - (c) A removable or fixed partial denture in a period of seven (7) years unless the loss of additional teeth requires the construction of a new appliance.
  - (d) Crowns, onlays, core buildups, and post and cores are a covered benefit once per tooth in a period of seven (7) years.
  - (e) The period of seven (7) years referred to in (a), (b), (c), and (d) above is to be measured from the date the service was last performed.
- 4. Inlays are not a covered benefit. An allowance will be paid equal to an amalgam (silver) restoration. If an inlay is performed, the Eligible Person is responsible for any additional fee.

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5. A core buildup is a covered benefit once in a seven (7) year period per tooth for Eligible Persons age twelve (12) and older. The fees for core buildups are Disallowed when buildups are performed in conjunction with inlays, 3/4 crowns or onlays and indirectly fabricated or prefabricated post and cores.
  6. An indirectly fabricated or prefabricated post and core is payable only on an endodontically treated tooth and is a covered benefit once in a seven (7) year period for Eligible Persons age twelve (12) and older. Fees for post and cores are Disallowed when radiographs indicate an absence of endodontic treatment, incompletely filled canal space or unresolved pathology associated with the involved tooth. Each additional post in the same tooth is considered part of the post and core procedure. A separate fee is Disallowed.
  7. A core buildup or indirectly fabricated and prefabricated post and cores in conjunction with a fixed partial denture crown are a covered benefit once in a seven (7) year period per tooth for Eligible Persons age sixteen (16) and older.
  8. Scaling and debridement in the presence of inflammation or mucositis of a single implant is a covered benefit once in a twenty-four (24) month period. Fees for retreatment are Disallowed if performed within twelve (12) months of restoration or within twenty-four (24) months of initial therapy by the same Dentist/dental office. If performed by a different Dentist/dental office, the fee is Denied.
  9. The fee for scaling and debridement in the presence of inflammation or mucositis of a single implant is Disallowed when performed in the same quadrant by the same Dentist/dental office as periodontal scaling and root planing or gingival flap procedure, and osseous surgery or debridement of peri-implant defect.
  10. The fee for scaling and debridement in the presence of inflammation or mucositis of a single implant is Disallowed when performed in conjunction with a cleaning, periodontal maintenance or scaling of moderate or severe gingival inflammation.
  11. Post removal is Disallowed if performed within thirty (30) days of an endodontic treatment by the same Dentist/dental office performing the endodontic retreatment.
  12. A provisional crown or provisional implant crown is considered part of a crown procedure when performed by the same Dentist/dental office as a permanent crown, and a separate fee is Disallowed.
  13. Removable or fixed, complete or partial dentures are not covered benefits for Eligible Persons under the age of sixteen (16).
  14. An implant body, including healing cap, is a covered benefit once in a lifetime per site. The fees for an implant are Disallowed if the implant is part of a fixed partial denture on natural teeth.
  15. Implant services are not a covered benefit for Eligible Persons under the age of sixteen (16).
  16. Eposteal and transosteal implants are optional. An allowance will be paid equal to an endosteal implant. The Eligible Person will be responsible for any additional fee.
  17. Bone replacement graft for ridge preservation is not a covered benefit.
  18. If abutment teeth have moved to partially close an edentulous area, only the number of pontics necessary to fill that area are covered benefit. The Eligible Person will be responsible for any additional fee.
  19. Recementation of a fixed partial denture is a covered benefit once in a lifetime. Fees for recementation of fixed partial dentures are Disallowed if done within six (6) months of the initial placement by the same Dentist/dental office.
  20. An interim complete denture is not a covered benefit. Fees are Disallowed if billed in conjunction with a permanent appliance.

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21. An interim partial denture is a covered benefit for Eligible Dependents through age sixteen (16) on anterior, permanent teeth only. The fee for an interim partial denture is Disallowed if billed in conjunction with a permanent appliance on the same day by the same Dentist/dental office.
  22. The relining of a denture is a covered benefit twice in a period of twelve (12) months for Eligible Persons age sixteen (16) and older. The fee for reline of a denture cannot exceed one-half of the fee for a new appliance, and any excess fee by the same Dentist/dental office is Disallowed on the same date of service.
  23. The rebase of a denture is a covered benefit once in a period of seven (7) years for Eligible Persons age sixteen (16) and older. The fee for rebase of a denture cannot exceed one-half of the fee for a new appliance, and any excess fee by the same Dentist/dental office is Disallowed on the same date of service.
  24. The reline or rebase of a denture is Disallowed if performed within six (6) months of initial placement by the same Dentist/dental office.
  25. Sectioning of a fixed partial denture in order to remove the denture prior to placing a new denture is Disallowed. Sectioning of a fixed partial denture to preserve a portion of the denture for continued use may be covered but is subject to a dental consultant's review.

**Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.**

### Orthodontic Benefits (Coverage D)

**Orthodontics:** Necessary treatment and procedures required for the correction of malposed (crooked) teeth for Dependent children until the end of the month of their nineteenth (19) birthday or as specified in the Outline of Benefits.

Placement of device to facilitate eruption of an impacted tooth.

Exposure of an un-erupted tooth.

**NOTE:** *Time limitations are measured from the date the services were most recently performed.*

*Only those coverage classifications selected by the Contract Holder shall apply as shown on the OOB.*

#### Coverage D Exclusions and Limitations:

- If the fee for a procedure or service is “Disallowed,” it is not payable by the plan, nor collectable from the Eligible Person by a participating Dentist. Participating Dentists agree not to charge a separate fee.
  - If the fee for a procedure or service is “Denied,” it is not payable by the plan, but is chargeable to the Eligible Person as the procedure or service is not a benefit under the plan.
1. For groups with orthodontic benefits, limitations include:
    - (a) Orthodontic benefits are provided until the end of the month of the Eligible Dependents nineteenth (19) birthday. Subscribers, spouses and Eligible Dependents aged nineteen (19) and over shall not be eligible for orthodontic benefits unless adult coverage is specified in the Outline of Benefits.
    - (b) For treatment commenced while an Eligible Person is eligible for orthodontic benefits, Northeast Delta Dental will initiate payment of its liability once bands or orthodontic devices are placed. Northeast Delta Dental will complete payment of its liability (up to the orthodontic Maximum specified in the Outline of Benefits) in accordance with paragraph 3 below.
    - (c) For Eligible Persons who become eligible after orthodontic treatment has commenced, Northeast Delta Dental will pro-rate its liability based on the number of remaining months of active treatment compared to the total number of months of active treatment.
    - (d) Active treatment includes procedures undertaken and appliances used with those procedures for the purpose of bringing teeth into proper position and alignment. Active treatment does not include space maintainers, palate expanders or other devices used to prepare the Eligible Person for services to position and align teeth.
  2. For groups with orthodontic benefits, clear orthodontic appliances are included in orthodontic benefits provided that upon the consulting Dentist’s review of pretreatment radiographic images it is indicated that the Eligible Person has full adult dentition.

Clear appliances are subject to all orthodontic limitations and conditions and are subject to review by a consulting Dentist. The Eligible Person is responsible for any difference between the cost of the clear orthodontic treatment and the cost of conventional orthodontic procedures.

Orthodontic treatment must be provided by a licensed dentist. Self-administered (or any type of ‘do-it-yourself’) orthodontics is Denied.
  3. Northeast Delta Dental’s payment for orthodontic benefits, when covered, shall be limited to the lifetime Maximum per Eligible Person specified in the Outline of Benefits. Northeast Delta Dental will make one (1) payment at the start of treatment followed by monthly payments throughout the length of treatment up to a maximum of twenty-four (24) months for its total liability provided that the Eligible Person maintains coverage throughout the payment period.

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4. For groups with orthodontic benefits, placement of an appliance must take place for Northeast Delta Dental to make payment on diagnostic records. Diagnostic casts, photographs and other diagnostic records are included in the total case fee. If banding does not take place, Northeast Delta Dental has no liability beyond its share of the allowable fee for a comprehensive oral evaluation.
  5. For groups with orthodontic benefits, the replacement or repair of an orthodontic appliance is not a covered benefit if done by the same Dentist who placed the appliance. If performed by a Dentist who did not originally place the appliance, payment will be made for one repair per lifetime.
  6. Removable orthodontic retainer adjustment is not a covered benefit. The fee for a removable orthodontic retainer adjustment is Disallowed if performed by the same Dentist/dental office who provided the orthodontic treatment. If provided by a different Dentist/dental office, the fee is Denied.
  7. For groups with orthodontic benefits, rebonding or recementing of a fixed retainer is a covered benefit once in a lifetime per Eligible Person if performed by a different Dentist/dental office than the one who placed the appliance. Rebonding or recementing of a fixed retainer by the same Dentist/dental office who placed the original appliance is Disallowed.
  8. Repair of a fixed retainer (including reattachment) is a covered benefit once in a lifetime per Eligible Person if performed by a different Dentist/dental office than the one who placed the appliance. Repair of a fixed retainer by the same Dentist/dental office who placed the original appliance is Disallowed.

**Please note: Northeast Delta Dental strongly encourages Predetermination of cases involving costly or extensive treatment plans. Although it's not required, Predetermination helps avoid any potential confusion regarding Northeast Delta Dental's payment and your financial obligation to the Dentist.**

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#### IV. Waiting Periods and General Exclusions and Limitations

1. Waiting periods will apply to all new subscribers and their covered dependents. There are certain circumstances when waiting periods may be credited for eligible enrollees.

Waiting periods will be credited to the extent met for eligible enrollees if they have previously been enrolled in another Northeast Delta Dental plan and began coverage under this plan no more than one month following the loss of the other Northeast Delta Dental plan.

For subscribers who were enrolled in dental coverage under another carrier with the current employer group, waiting periods will only apply for the coverage categories (Basic, Major or Orthodontic benefits) that the previous plan did not include. Waiting periods will only be waived for subscribers, spouses, and dependents who were enrolled in the employer's prior dental plan. Proof of prior coverage must be provided by your employer.

2. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Northeast Delta Dental shall not include the following:
  - (a) Services for injuries or conditions compensable under worker's compensation or employer's liability laws.
  - (b) Services that are determined by Northeast Delta Dental to be rendered for cosmetic reasons, such as bleaching or whitening of teeth, placement of veneers, correction of congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
  - (c) Services including, but not limited to, endodontics and prosthodontics (including restorative crowns and onlays) completed prior to the date the Subscriber or Eligible Dependent became eligible under the Agreement.
  - (d) Services not provided by a Dentist, or under the supervision of a Dentist, or that are not within the scope of the license of the Dentist or of the license of the person supervised by the Dentist.
  - (e) Prescription drugs, premedications, and/or relative analgesia, or the application of anti-microbial agents.
  - (f) Charges for: (i) hospitalization; (ii) general anesthesia or intravenous sedation for restorative dentistry (except as noted in Section III., Coverage B Benefits; (iii) provisional splinting; (iv) myofunctional therapy; (v) treatment of temporomandibular joint (TMJ) dysfunction and related diagnostic procedures; (vi) equilibration; and (vii) gnathological reporting.
  - (g) Charges for failure to keep a scheduled visit with the Dentist.
  - (h) Charges for completion of forms. Such charges shall not be made to a Subscriber or Eligible Dependent by Delta Dental Participating Dentists.
  - (i) Dental Care which is not necessary and customary, as determined by generally accepted dental practice standards.
  - (j) Dental Care or supplies which are not within the classification of benefits defined in the Agreement.
  - (k) Appliances, procedures, or restorations for: (i) increasing vertical dimension; (ii) analyzing, altering, restoring or maintaining occlusion; (iii) replacing tooth structure lost by attrition or abrasion; (iv) correcting congenital or developmental malformations; or (v) esthetic purposes. This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.
  - (l) Payments of benefits incurred by the Subscriber and/or Eligible Dependent(s) after the date on which the Subscriber becomes ineligible for benefits.



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- (m) Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.
  - (n) Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
  - (o) All services, including evaluations and radiographs, performed for orthodontic purposes where the group does not have orthodontic (Coverage D) benefits. If services are rendered, they should be done so with the agreement of the Eligible Person to assume the additional cost.
  - (p) Temporary services or incomplete treatment.
  - (q) A consultation unless performed by a Dentist who is not performing further services.
  - (r) Consultation with medical health care professional and dental case management for addressing appointment compliance barriers and care coordination are part of the overall Eligible Person management and the fees are Disallowed. Dental case management for motivational interviewing and Eligible Person education are not a covered benefit. If services are provided on the same day by the same Dentist/dental office as nutritional or tobacco counseling or oral hygiene instruction, fees for dental case management for motivational interviewing and Eligible Person education are Disallowed.
  - (s) Case presentation and treatment planning.
  - (t) Athletic mouthguards and occlusal guards (nightguards).
  - (u) The fees for transmitting data via teledentistry are considered inclusive in the overall dental procedure(s) being performed and separate fees are Disallowed.
3. Unless otherwise specified in the Outline of Benefits, the dental benefits provided by Northeast Delta Dental shall be limited as follows:
- (a) Unless otherwise required by law, Dental Care rendered by anyone other than a Dentist shall not be a covered benefit, except that scaling or cleaning of teeth and topical application of fluoride and such other treatment performed by a licensed dental hygienist shall be a benefit, so long as the treatment is rendered under the supervision and guidance of a Dentist, in accordance with generally accepted dental practice standards. All claims for payment for Dental Care received must be submitted under the name and license number of the Dentist rendering treatment or supervising treatment.
  - (b) Optional Dental Care: In all cases in which the Subscriber or Eligible Dependent agree, after consultation with their Dentist, to more expensive Dental Care than is customarily provided, Northeast Delta Dental will pay based on the applicable Co-insurance Percentage for the Dental Care which is customarily provided to restore the tooth to contour and function. The Subscriber or Eligible Dependent shall be responsible for the remainder of the Dentist's fee.
  - (c) Predetermination does not guarantee payment. Payment is based upon eligibility, benefits selected by the group, allowable charges at the time the Dental Care is rendered and the Dentist's participating status with Delta Dental. Additionally, in the case of orthodontic treatment, payment is based upon continued eligibility during the treatment period or up to twenty-four (24) months. If Coordination of Benefits is involved, the amount of payment may change dramatically depending on the payment made by the primary carrier.
  - (d) Services completed or in progress at the Subscriber's or Eligible Dependent's date of death will be paid in full to the limit of Northeast Delta Dental's liability.
  - (e) When services for Dental Care in progress are interrupted and completed thereafter by another Dentist, Northeast Delta Dental will review the claim to determine the payment, if any, due each Dentist.
  - (f) Maximum Payment:

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- (i) The Maximum amount payable in any Coverage Period, or any portion thereof, shall be limited to the amount specified in the Outline of Benefits.
    - (ii) Northeast Delta Dental's payment shall be reduced by any applicable Deductible and Co-payments.
  - (g) Specialized techniques including, but not limited to, precision attachments; overdentures and procedures associated therewith and personalizations or characterization are excluded. The Eligible Person will be responsible for part of or the entire fee for these services.
  - (h) Diagnostic casts (study models) and/or photographs are a covered benefit as part of the total orthodontic case fee. Subsequent diagnostic casts and/or photographs are Disallowed.
  - (i) Benefits are paid for amalgam (silver) or resin (white) restorations for the treatment of caries. Resin (white) restorations of posterior teeth are not a covered benefit unless elected by the Contract Holder. (See your Outline of Benefits for selected coverages.) If a resin restoration is performed, an allowance of the cost of an amalgam restoration will be paid towards the resin restoration and the Eligible Person will be responsible for payment of the balance. If a tooth can be restored with amalgam or resin, use of gold, an onlay or a crown is at the option of the Eligible Person and the Eligible Person will be responsible for any additional cost.
  - (j) Written notice of sickness or of injury must be given to Delta Dental within twenty (20) days after the date when such sickness or injury occurred or as soon thereafter as reasonably possible. Failure to give notice within such time shall not invalidate nor reduce any claim, if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
  - (k) A claim (or satisfactory written proof acceptable to Northeast Delta Dental) must be furnished to Northeast Delta Dental at its principal office within twenty-four (24) months from the date the Dentist provided Dental Care. No payment will be made on claims with dates of service in excess of the twenty-four (24) month limitation.
  - (l) Delta Dental, upon receipt of a notice of claim, will furnish to you such forms as are usually furnished by it for filing claims. If such forms are not furnished within fifteen (15) days after you give such notice, you shall be deemed to have complied with the requirements of this dental benefits plan with the time fixed in the dental benefits plan for filing claims. Notice given by or on behalf of you to Delta Dental, or to any authorized agent of Delta Dental, with information sufficient to identify you, shall be deemed notice to Delta Dental.
  - (m) The Date of Incurred Liability refers to the date a covered service is subject to the applicable Deductible, Co-insurance Percentage, Maximum benefit and limitations. The total cost of the service is applied to the Coverage Period during which the service is completed, irrespective of the Coverage Period in which the service is started.

Northeast Delta Dental's date of incurred liability for multiple visit procedures is as follows:

- (i) Restorative Crowns and Onlays — Total cost for crowns and onlays shall be incurred on the date that the crown or onlay is cemented.
- (ii) Fixed Partial Dentures (abutment crowns and pontics) — The total cost for fixed partial dentures shall be incurred on the date that the said appliance is cemented.
- (iii) Removable Complete and Partial Dentures — Total cost for removable complete and partial dentures shall be incurred on the date that the said appliance is delivered to the Eligible Person.

- (iv) Endodontics — Total cost for endodontic treatment shall be incurred when the canal is filled to completion.
  - (v) Implant Body — Total cost for the implant body, including healing cap, shall be incurred on the date of surgical placement.
  - (vi) Implant Prosthetics — Total cost for the prosthetic portion of an implant shall be incurred on the date that the said appliance is cemented or delivered to the Eligible Person.
- (n) The date(s) of incurred liability for orthodontic treatment refer to the date(s) that Northeast Delta Dental will make payment(s) for the orthodontic treatment. The initial cost for the orthodontic treatment shall be incurred on the date the initial bands, or a segment thereof, or a device, is placed in the Eligible Person's mouth. The subsequent cost for the orthodontic treatment shall be incurred at the time each monthly payment is made (up to a maximum of twenty-four (24) months), provided that the Eligible Person maintains coverage throughout the payment period.
- (o) No action may be brought to recover a claim under this certificate prior to the expiration of sixty (60) days after the claim has been filed or the claim review and appeal process, described in Articles VI, VII and VIII herein, has been completed. In no event shall any action be brought on a claim more than three (3) years after the completed claim has been filed.

## V. Coordination of Benefits (Dual Coverage)

The Coordination of Benefits provision is designed to provide maximum coverage, but not to exceed 100% of the total fee for a given service. In the event that any Eligible Person is entitled to benefits under any other health care program, the following Coordination of Benefits provision shall determine the sequence and extent of payment. Other health care programs may include any other sponsored plan or group insurance plan.

When an Eligible Person is covered under another health care program, the following rules shall be followed to establish the order of determining liability.

1. When only one plan has a Coordination of Benefits provision, the plan without such provision shall determine its benefits first.
2. The plan covering an Eligible Person solely as an employee shall determine its benefits before the plan which covers the Eligible Person solely as a Dependent.
3. The plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs earlier in a calendar year shall determine its benefits before the plan covering the Eligible Person solely as a Dependent of the parent whose birthdate occurs later in a calendar year ("Birthday Rule"). A parent's year of birth is not relevant. If both parents have the same birthdate (month and day) the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time. If the other health care program does not use the Birthday Rule, then that plan's provisions will determine the order of liability.
4. If paragraphs 1 through 3 above do not establish an order of benefit determination, the benefits of the plan which has covered the Eligible Person for the longer period of time shall be determined first.
5. Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, plans covering a dependent child shall determine the order of benefits as follows:
  - a. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
    1. The plan of the parent whose birthday falls earlier in the calendar year is the primary plan.

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2. If both parents have the same birthday, the plan that has covered the parent longest is the primary plan.
  - b. For a dependent child whose parents are divorced or separated or are not living together, whether or not they have ever been married:
    1. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the primary plan. This item shall not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
    2. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of subparagraph a. of this paragraph shall determine the order of benefits.
    3. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of subparagraph a. of this paragraph shall determine the order of benefits.
    4. If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:
      - (i) The plan covering the custodial parent.
      - (ii) The plan covering the custodial parent's spouse.
      - (iii) The plan covering the non-custodial parent.
      - (iv) The plan covering the non-custodial parent's spouse.
  - c. For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under subparagraph a. or b. of this paragraph as if those individuals were parents of the child.
6. When Northeast Delta Dental is the first to determine its benefits under the foregoing, benefits hereunder shall be paid without regard to Coverage under any other plan. When Northeast Delta Dental is not the first to determine its benefits and there are remaining expenses of the type allowable, Northeast Delta Dental will pay only the amount by which its benefits exceed the amount of benefits payable under the other plan up to the amount Northeast Delta Dental would have paid without regard to the payment by the other plan or the amount of such remaining expenses, whichever is less. In other words, the combined payment of both plans will not exceed the total cost of the service.
- Northeast Delta Dental may use reasonable efforts to determine the existence of other benefit programs but shall be under no obligation to do so. The Eligible Person is required to furnish Northeast Delta Dental with information relative to any other health care program in order to determine liability.
7. For the purposes of determining the applicability and implementing the terms of this provision in the Agreement, Northeast Delta Dental may release or obtain from any third party, without consent or notice, any information which it deems to be necessary to determine its liability. Northeast Delta Dental shall be free from any liability that might arise in relation to such action.
8. Multiple Coverage: When benefits are coordinated with another Northeast Delta Dental plan, or any other plan providing dental benefits, time limitations and frequency of service limitations will not change. Coverages for services for which a specified number are provided per a specified time period shall not be added together to provide more than the number of services specified per time period under this plan. For example, if each plan covers one

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prophylaxis (cleaning) in a six month period, the combined Coverages will still only cover one prophylaxis in any six month period. If such a service is covered under this plan, but has been paid for, whether in full or part, by another plan, such service will still be counted toward the maximum number of such services allowed per period under this plan.

9. Right of Recovery: Northeast Delta Dental has the right to recover from the payee excess benefit payments.
10. Subrogation: In the event of any payments for Dental Care under this Agreement, Delta Dental shall be subrogated to all the Subscriber's or Eligible Dependent's right of recovery thereof against any third person or organization who may be liable for such payment. The Subscriber or Eligible Dependents shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. Such subrogation shall be on a just and equitable basis and not on the basis of a priority lien.

## **VI. General Claims Inquiry**

After a claim is submitted by your Dentist and processed by Northeast Delta Dental, you will be sent or have access to an Explanation of Benefits. This notice will explain the benefits that were paid on your behalf, let you know if any services are Denied or Disallowed, and give you the reason(s) for the denial or disallowance.

If you have any questions regarding your benefits, you may call Northeast Delta Dental for an explanation at 603-223-1234. The toll-free number is 800-832-5700. You will be connected directly to our Customer Service Department.

The Customer Service Representative will need to know the claim number that is located on your Explanation of Benefits form or, if that information is not available, the Subscriber's identification number. This will enable a quick response to your inquiry.

## **VII. Disputed Claims Procedure**

After you have followed the General Claims Inquiry procedure and have reason to believe your If you have reason to believe your benefit determination was not in accordance with the terms of this certificate, you have the option of using Northeast Delta Dental's Disputed Claims Procedure. This may be requested within six (6) months of the date of Northeast Delta Dental's original Explanation of Benefits. We recommend that your written request for a review of your claim be personally delivered or mailed certified mail, return receipt requested, to the Director, Professional Relations, Northeast Delta Dental, One Delta Drive, PO Box 2002, Concord, New Hampshire, 03302-2002. You may also submit your request by standard mail.

Your request for a review of your claim should refer to the claim(s) in question, state your name and address, and the reasons you think the denial should be evaluated. You may provide any additional materials you wish to present.

The Director, Professional Relations, or his/her designee, will promptly review your claim. He/she may request additional documents as necessary to make such a review. If the claim is Denied in any respect, you will be furnished with a written notice of the decision within thirty (30) days after receipt of the disputed claim. The written notice will include:

1. The specific reason(s) for denial.
2. The specific reference to the provision(s) upon which the denial is based.

If your request results in an additional payment, it will be made within fifteen (15) working days of the Director, Professional Relations or his/her designee response.

If you have not received a written response (within thirty (30) days as noted above) and/or disagree with the notice received, you may proceed to the Disputed Claims Review Procedure. In Section VIII. Your claim will remain in a Denied status pending the outcome of the review.

If you have any problem securing a review of your claim, you may also contact your group for assistance.

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## VIII. Disputed Claims Review Procedure

After you have followed the Disputed Claims Procedure in Section VII., and still believe your benefit determination was not in accordance with the Agreement, you have the option of using Northeast Delta Dental's Disputed Claims Review Procedure. This procedure allows you to request a review by the Review Committee regarding the continued denial of your claim. The Review Committee is composed of Participating Dentists, non-dentist members of the Board of Directors, and representatives of purchasers.

You or your duly authorized representative may appeal to the Review Committee by filing a request for review within one hundred eighty (180) days from receipt of Director, Professional Relations' or his/her designee's notice denying the claim, or, if no date is given, within six (6) months of the notice. We recommend that your written request should be sent certified mail, return receipt requested, to the Review Committee at Northeast Delta Dental's address. You may also submit your request by standard mail. It must state the reasons for requesting a review. It should contain the issues, comments, and supporting materials stating why you believe the response of Northeast Delta Dental's Director, Professional Relations' or his/her designee was incorrect. Within thirty (30) days after receipt of your request, the Review Committee will provide its written decision, including specific reasons for the decision.

In addition, or as an alternative to the written request, you may request a hearing from the Review Committee to consider matters raised in your appeal. At the hearing, you are entitled to representation by a lawyer or other representative, to request a stenographer to transcribe the hearing, to present evidence, to request the testimony of witnesses, and to cross-examine witnesses. You or your representative may review the policy and related pertinent documents. The hearing will be scheduled with prompt written notice to you no later than thirty (30) days after your request. A decision will be provided within thirty (30) days after the hearing. The decision of the Review Committee will be in writing and will include specific reasons for the decision.

### **Notice of Right to Appeal Your Health Insurer's Final Decision**

You may have a legal right to have our decision reviewed by an organization that is neutral. This is called Independent External Review.

**You must ask for this Independent External Review no later than one hundred eighty (180) days after receiving the notice of internal review denial.**

Included in Appendix A attached hereto for your reference are two (2) relevant documents from the New Hampshire Insurance Department: (1) Consumer Guide to External Appeal; and (2) External Review Application Form.

Contact the New Hampshire Insurance Department to inquire about Independent External Review.

New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

<http://www.nh.gov/insurance>

## IX. Patients' Bill of Rights

The policy describing the rights and responsibilities of each patient admitted to a facility, except those admitted by a home health care provider, shall include, as a minimum, the following:

1. The patient shall be treated with consideration, respect, and full recognition of the patient's dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom the patient has contact, pursuant to RSA 151:3-b.
2. The patient shall be fully informed of a patient's rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by the patient in writing. When a patient lacks the capacity to make informed judgments the signing must be by the person legally responsible for the patient.

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3. The patient shall be fully informed in writing in language that the patient can understand, before or at the time of admission and as necessary during the patient's stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. A statement of services that are not normally covered by medicare or medicaid shall also be included in this disclosure.
  4. The patient shall be fully informed by a health care provider of his/her medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of his/her total care and medical treatment, to refuse treatment, and to be involved in experimental research upon the patient's written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, Dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.
  5. The patient shall be transferred or discharged after appropriate discharge planning only for medical reasons, for the patient's welfare or that of other patients, if the facility ceases to operate, or for nonpayment for the patient's stay, except as prohibited by Title XVIII or XIX of the Social Security Act. No patient shall be involuntarily discharged from a facility because the patient becomes eligible for medicaid as a source of payment.
  6. The patient shall be encouraged and assisted throughout the patient's stay to exercise the patient's rights as a patient and citizen. The patient may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
  7. The patient shall be permitted to manage the patient's personal financial affairs. If the patient authorizes the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with the patient's rights under this subdivision and in conformance with state law and rules.
  8. The patient shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
  9. The patient shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect the patient or others from injury. In an emergency, restraints may be authorized by the designated professional staff member in order to protect the patient or others from injury. The staff member must promptly report such action to the physician and document same in the medical records.
  10. The patient shall be ensured confidential treatment of all information contained in the patient's personal and clinical record, including that stored in an automatic data bank, and the patient's written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be the property of the patient. The patient shall be entitled to a copy of such records upon request. The charge for the copying of a patient's medical records shall not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater; provided, that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
  11. The patient shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by the patient, such services may be included in a plan of care and treatment.

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12. The patient shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. The patient may send and receive unopened personal mail. The patient has the right to have regular access to the unmonitored use of a telephone.
  13. The patient shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
  14. The patient shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
  15. The patient shall be entitled to privacy for visits and, if married, to share a room with his/her spouse if both are patients in the same facility and where both patients consent, unless it is medically contraindicated and so documented by a physician. The patient has the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.
  16. The patient shall not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, or source of payment, nor shall any such care be denied on account of the patient's sexual orientation.
  17. The patient shall be entitled to be treated by the patient's physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.
  18. The patient shall be entitled to have the patient's parents, if a minor, or spouse, or next of kin, or a personal representative, if an adult, visit the facility, without restriction, if the patient is considered terminally ill by the physician responsible for the patient's care.
  19. The patient shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.
  20. The patient shall not be denied admission to the facility based on medicaid as a source of payment when there is an available space in the facility.
  21. Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his/her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

## **X. Termination**

Benefit entitlement may be automatically terminated:

1. As determined by your employer.
2. On the last day of the month for which your employer has failed to make a required payment for you.

Under certain circumstances, state or federal law may require that benefits be continued for terminated or reduced hour employees, surviving spouses and Dependents of covered employees, divorced or legally separated spouses and children of current employees and children of employees entitled to Medicare benefits.

## **XI. Continuation of Benefits**

### **A. State and Federal Law Rights to Continue Coverage**

Upon termination of coverage under this dental benefits plan, former Subscribers and/or Eligible Dependents may be eligible, under federal (COBRA) and/or state statutes, to continue group coverage benefits, depending upon certain conditions contained in those laws. If a former Subscriber or Eligible Dependent elects to continue coverage under either the federal or state statute, if either is applicable, the group under which benefits were formerly provided will be responsible to collect the applicable premium from the persons electing coverage. The applicable state or federal law will govern administration of the continuation coverage. Rights under those statutes are provided below.



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In addition to continuation of coverage, you may have access to individual dental benefits plans that are more cost-effective for your needs. Please review your options at [www.healthcare.gov](http://www.healthcare.gov) and [www.deltadentalcoversme.com](http://www.deltadentalcoversme.com).

**B. Rights under New Hampshire Law (Continuation of Coverage) (if applicable):**

New Hampshire law provides for the continuation of coverage under this dental benefits plan in several circumstances described below.

**Termination of Your Coverage**

If you lose eligibility for this dental benefits plan for a reason other than the Subscriber's gross misconduct, you may be entitled to continue coverage for a period of 18 to 36 months or until you become eligible for benefits through another employer, whichever occurs first. The period of continued eligibility for coverage depends on the circumstances.

29 months - when you are determined to be disabled under Title II or XVI of the Social Security Act within the first 60 days of the date you became ineligible.

36 months - when you are less than 55 years of age and are either: (1) a surviving spouse of the Subscriber, or (2) a divorced spouse, or legally separated spouse of the Subscriber subject to earlier termination in the event of the death or remarriage of the Subscriber, your remarriage, or pursuant to the terms of the decree.

36 months - when a child ceases to be eligible as a Dependent.

In addition, state law provides a special rule if you are 55 years of age or older and a surviving spouse, divorced spouse, or legally separated spouse of the Subscriber. In this instance you are eligible to continue coverage until you are eligible for coverage in another employer plan or for Medicare.

If you become ineligible for coverage under the dental benefits plan, we will promptly send you notice of your continuation of coverage options. Notice will be sent within 30 days of the date we are notified by the group that you are no longer eligible for coverage. The notice will include instructions for electing continued coverage and the premium amount to be paid. Notice will be sent to the last known address provided by the group.

You must provide the group and Northeast Delta Dental written notice of your election to continue coverage within 45 days of receipt of notice. You are responsible for timely payment (within 30 days of the written election) to the group, who is responsible for making payment of the premium to Northeast Delta Dental. The monthly premium you will pay shall not be more than 102% of the group premium amount as allocated for your coverage.

**Termination of Group Plan**

If your participation in the dental benefits plan terminates because the group's plan with Northeast Delta Dental has terminated, you are entitled to continue coverage for a period of up to 39 weeks or the date you become eligible for dental coverage under another plan, whichever occurs first. Northeast Delta Dental will send notice to you of the option to continue coverage within 30 days of termination. You must provide Northeast Delta Dental written notice of your election to continue coverage and pay the first monthly premium within 31 days of the date such notice was sent. The monthly premium for continued coverage shall be not more than 102% of the group premium amount as allocated for your coverage. Payments are to be made directly to Northeast Delta Dental, not the group.

If you elect to continue coverage under this section and we failed to provide you notice within 30 days of the termination of your group dental benefits plan, you will only be responsible for premium payments from the date we sent you notice of termination.

If you elect an extension of coverage under this section, you cannot be held responsible for premium payments accrued and unpaid by the group prior to termination of the group plan.

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**C. Continuation Coverage Rights Under COBRA:**

**Introduction**

You are receiving this information because you recently gained coverage under a group dental plan (the Plan). This section has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This section explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group dental coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review this certificate or contact the Plan Administrator.

**You may have other options available to you when you lose group dental coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group dental plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

**What is COBRA continuation coverage?**

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced.
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies.
- Your spouse's hours of employment are reduced.
- Your spouse's employment ends for any reason other than his/her gross misconduct.
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both).
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies.
- The parent-employee's hours of employment are reduced.
- The parent-employee's employment ends for any reason other than his/her gross misconduct.
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both).

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- The parents become divorced or legally separated.
  - The child stops being eligible for coverage under the Plan as a “dependent child.”

### **When is COBRA continuation coverage available?**

Qualified beneficiaries will be offered COBRA continuation only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment.
- Death of the employee.
- The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to your employer.**

### **How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### ***Disability extension of 18-month period of COBRA continuation coverage***

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan Administrator is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group dental plan coverage options (such as a spouse’s plan) through what is called a “special enrollment period.” Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

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**If you have questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group dental plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).

**Keep your Plan informed of address changes**

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**Plan contact information:****Plan Administrator**

The Plan Administrator is the individual(s) designated by the employer or other plan sponsor; and if no one is designated, the employer itself. All notices and other communications regarding the Plan and regarding COBRA must be directed to the individual who is acting on behalf of the Plan Administrator.

**For More Information**

If you, your spouse or Dependent children have any questions about this notice or COBRA, please contact the Plan Administrator. Also, please contact the Plan Administrator if you wish to receive the most recent copy of the Plan's Summary Plan Description, which contains important information about Plan benefits, eligibility, exclusions and limitations.

**XII. General Conditions****Change of Status:**

The Subscriber shall notify his/her group of any event causing a change in the status of an Eligible Person. Events that can affect status include, but are not limited to, marriage, birth, death, divorce, etc.

**Transfer of Benefits Prohibited:**

Benefits of Eligible Persons are personal and cannot be transferred.

**Physical Examinations:**

In consideration of waiving physical examination of you or your eligible Dependent(s) and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful and at its own expense, from any attending or examining Dentist or from hospitals in which a Dentist's service is rendered, such information and records relating to attendance of, or examination of, or treatment rendered to such person as may be required in the administration of such claim. At its own expense, Northeast Delta Dental shall have the right and opportunity to examine the insured when and as often as it may reasonably require while a claim for the insured is pending hereunder. However, Northeast Delta Dental shall, in every case, preserve the confidentiality of such information except as is necessary for the proper administration of Delta Dental programs.

**Right of Recovery:**

Northeast Delta Dental will succeed to the Eligible Person's right of recovery against any third person or organization that may be liable. The Eligible Person will authorize Northeast Delta Dental to do whatever is necessary to secure such rights.

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**Doctor-Patient Relationship:**

The Eligible Person has the freedom to choose any Dentist. Dentists rendering service under the Agreement are independent contractors and will maintain the traditional doctor-patient relationship. The Dentist will be solely responsible to the patient for dental advice and treatment and any resulting liability.

**Loss of Eligibility During Treatment:**

If an Eligible Dependent loses eligibility while receiving dental treatment, only covered services received while eligible will be considered for payment. Someone enrolled under your certificate may lose eligibility if such person ceases to be an Eligible Person in accordance with the provision of Section I. 18. of this SPD.

**Maintaining Your Privacy:**

Northeast Delta Dental has always respected and carefully preserved the privacy and confidentiality of Subscribers and their Dependents. As part of that protection, compliance with all state and federal laws regarding privacy of personal and health information is maintained.

By receiving coverage pursuant to this dental plan, each Eligible Person, including a parent or guardian in the case of a minor Dependent, agrees that, except as restricted by applicable state and federal laws, Northeast Delta Dental may have access to all dental and health records, and medical data from Dentists, ODPs, and other health care providers for reasons of essential insurance functions: claims administration, claims adjustment and the management, detection, investigation, or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control, ratemaking and guaranty fund functions, reinsurance and excess loss insurance, risk management, case management, disease management, quality assurance, or quality improvement, performance evaluation, provider credentialing verification, utilization review, peer review activities, actuarial, scientific, medical or public policy research, grievance procedures, internal administration of compliance, managerial, and information systems, policyholder service functions, auditing, reporting, database security, administration of consumer disputes and inquiries, external accreditation standards, the replacement of a group benefit plan or workers' compensation policy or program, activities in connection with a sale, merger, transfer or exchange of all or part of a business or operating unit.

For a copy of Northeast Delta Dental's Notice of Privacy Practices which describes in detail our respective privacy practices, please visit our website [www.nedelta.com](http://www.nedelta.com). If you wish to have a copy mailed to you or have any questions about the privacy of your health information, please contact:

Privacy Officer  
Northeast Delta Dental  
One Delta Drive  
PO Box 2002  
Concord, NH 03302-2002  
800-537-1715

**Entire Agreement; Amendment:**

This SPD, together with the group contract application, Group Contract and the OOB constitute the entire contract of insurance. As referenced in this SPD, the provisions of this SPD are subject to the jurisdiction and requirements of the New Hampshire Insurance Department (NHID). Additionally, we reserve the right to implement changes in American Dental Association (ADA) dental terminology and CDT codes and Delta Dental internal processing policies which do not materially affect the provisions of this SPD. Any material modification in this SPD shall be valid only if approved by NHID and an executive officer of Northeast Delta Dental and evidenced by a written, signed amendment hereof or endorsement hereto. Any such amendment or endorsement will be provided to you at least sixty (60) days in advance of its effective date. No broker or agent has authority to change this document or waive any of its provisions.

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**Governing Law:**

This contract of insurance is governed by and shall be construed according to the laws of the state of New Hampshire and its regulations. This dental plan is under the jurisdiction of the New Hampshire Insurance Commissioner.

**Nonwaiver of Rights: Severability:**

Failure of Delta Dental to exercise any right or remedy under this document in any instance will not affect its right to exercise that right or remedy in any future instance. Any condition, limitation, exclusion or other provision of this document which is found to be illegal or unenforceable for any reason will not affect the remaining provisions of this SPD.

**Contestability:**

After two (2) years from the date of issue of this contract of insurance, no misstatements made in the contract application for this dental benefits plan shall be used to void the Agreement or to deny a claim (as defined in this document) commencing after the expiration of such two (2) year period.

**XIII. Assignment of Benefits**

Benefits will be paid directly to the Dentist if the Dentist is a Participating Dentist with the local Delta Dental company. If the Dentist does not participate with the local Delta Dental company, payment will be made to the Subscriber unless the state in which the services are rendered requires that assignment of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made.

For services rendered by Other Dental Providers which are required to be considered covered services by the law of the state in which the services were rendered, payment will be made to the Subscriber unless the state in which the services are rendered requires assignment of benefits to such Other Dental Providers be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made.

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#### XIV. Statement of ERISA Rights

**The following statement is applicable to those dental plans subject to the provisions of the Employees Retirement Income Security Act of 1974 (ERISA):**

**Your Rights:** As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

**Receive Information About Your Plan and Benefits:** Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employees Benefits Security Administration.

Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report.

**COBRA and HIPAA Rights:** Continue dental coverage for yourself, spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

**Prudent Actions by Plan Fiduciaries:** In addition to creating rights for plan participants ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

**Enforce Your Rights:** If your claim for a benefit is Denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is Denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions:** If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employees Benefits Security Agency, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employees Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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## XV. Exceptional Service Is Our Guarantee

Northeast Delta Dental is committed to providing exceptional service to all of our customers. In fact, we have established the region's first comprehensive guarantee program called ***Guarantee Of Service Excellence<sup>SM</sup>***.

As a Subscriber, you are very important to us. To emphasize our commitment, we guarantee our service in the following seven major areas.

- Smooth implementation to Northeast Delta Dental.
- Exceptional customer service.
- Quick processing of claims.
- No inappropriate billing by Participating Dentists.
- Accurate and quick turnaround of identifications cards.
- Timely employee booklets.
- Marketing service contacts.

For example, if a Dentist charges for more than the appropriate Co-payments at the time of service, it's important that we hear from you so that we can resolve it quickly. If you call us with an inquiry, we promise to answer your question immediately or contact you to update our progress within one business day. Accurate ID cards and employee booklets will be available within 15 calendar days upon receipt of a completed enrollment form or request, and we're committed to processing 90% of each group's yearly claims within 15 days.

Quality performance has always been an essential component of customer satisfaction. When an area is identified where we did not fulfill our promise, your feedback enables us to enhance our process and, therefore, serve you better. If you are not satisfied with our service, please let us know.

If you would like further information about this program, please call us at 603-223-1234.





## The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301  
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

# CONSUMER GUIDE TO EXTERNAL APPEAL

### **What is an External Appeal?**

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. This type of review is available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, and level of care or effectiveness. This review is often called Independent External Appeal, **External Appeal**, External Health Review or simply External Review.

### **What are the eligibility requirements for External Appeal?**

To be eligible for External Appeal the following conditions must be met:

- The patient must have a fully-insured health or dental insurance plan.
- The service that is the subject of the appeal request must be either a) a covered benefit under the terms of the insurance policy or b) a treatment that may be a covered benefit.
- Unless the patient meets the requirements for Expedited External Review (see below), the patient must have completed the Internal Appeal process provided by the insurer and have received a final, written decision from the insurer relative to its review.
  - Exception #1: The patient does not need to meet this requirement, if the insurer agrees in writing to allow the patient to skip its Internal Appeal process.
  - Exception #2: If the patient requested an internal appeal from the insurer, but has not received a decision from the insurer within the required time frame, the patient may apply for External Appeal without having received the insurer's final, written decision.
- The patient must submit the request for External Appeal to the Department within 180 days from the date appearing on the insurance company's letter, denying the requested treatment or service at the final level of the company's Internal Appeals process.
- The patient's request for External Appeal may not be submitted for the purpose of pursuing a claim or allegation of healthcare provider malpractice, professional negligence, or other professional fault.

## **What types of health insurance are excluded from External Appeal?**

In general, External Appeal is available for most health insurance coverage. Service denials relating to the following types of insurance coverage or health benefit programs are not reviewable under New Hampshire's External Appeal law:

- Medicaid (except for coverage provided under the NH Premium Assistance Program)
- The New Hampshire Children's Health Insurance Program (CHIP)
- Medicare
- All other government-sponsored health insurance or health services programs.
- Health benefit plans that are self-funded by employers
  - Note: Some self-funded plans provide external appeal rights which are administered by the employer.

## **Can someone else represent me in my External Appeal?**

Yes. A patient may designate an individual, including the treating health care provider, as his/her representative. To designate a representative, the patient must complete Section II of the External Review Application Form entitled "Appointment of Authorized Representative."

## **Submitting the External Appeal:**

To request an External Appeal, the patient or the designated representative must complete and submit the External Review Application Form, available on the Department's website ([www.nh.gov/insurance](http://www.nh.gov/insurance)), and all supporting documentation to the New Hampshire Insurance Department. There is no cost to the patient for an External Appeal.

## **Please submit the following documentation:**

- The completed External Review Application Form - signed and dated on page 6.
  - \*\* The Department cannot process this application without the required signature(s) \*\***
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the insurance company named in the appeal.
- A copy of the insurance company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the review organization to consider in its review.
- If requesting an Expedited External Appeal, the Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

## **Mailing Address:**

New Hampshire Insurance Department  
Attn: External Review Unit  
21 South Fruit Street, Suite 14  
Concord, NH 03301

### **Expedited External Review Applications**

- May be faxed to (603) 271-1406, or
- Sent by overnight carrier to the Department's mailing address.

## **What is the Standard External Appeal Process and Time Frame for receiving a Decision?**

It may take up to 60 days for the Independent Review Organization (IRO) to issue a decision in a Standard External Appeal.

- Within 7 business days after receiving your application form, the Insurance Department (the Department) will complete a preliminary review of your application to determine whether your request is complete and whether the case is eligible for external review.
  - If the request is not complete, the Department will inform the applicant what information or documents are needed in order to process the application. The applicant will have 10 calendar days to supply the required information or documents.
- If the request for external appeal is accepted, the Department will select and assign an IRO to conduct the external review and will provide a written notice of the acceptance and assignment to the applicant and the insurer.
- Within 10 calendar days after assigning your case to an IRO, the insurer must provide the applicant and the IRO a copy of all information in its possession relevant to the appeal.
- If desired, the applicant may submit additional information to the IRO by the 20<sup>th</sup> calendar day after the date the case was assigned to the selected IRO. During this period, the applicant may also present oral testimony via telephone conference to the IRO. However, oral testimony will be permitted only in cases where the Insurance Commissioner determines that it would not be feasible or appropriate to present only written information.
  - To request a “teleconference,” complete Section VII of the application form entitled “Request for a Telephone Conference” or contact the Department no later than 10 days after receiving notice of the acceptance of the appeal.
- By the 40<sup>th</sup> calendar day after the date the case was assigned to the selected Independent Review Organization, the IRO shall a) review all of the information and documents received, b) render a decision upholding or reversing the determination of the insurer, and c) notify in writing the applicant and the insurer of the IRO’s review decision.

## **What is an Expedited External Appeal?**

Whereas a Standard External Appeal may take 60 days, Expedited External Appeal is available for those persons who would be significantly harmed by having to wait. An applicant may request expedited review by checking the appropriate box on the External Review Application Form and by providing a Provider’s Certification Form, in which the treating provider attests that in his/her medical opinion adherence to the time frame for standard review would seriously jeopardize the patient’s life or health or would jeopardize the patient’s ability to regain maximum function. Expedited reviews must be completed in 72 hours.

If the applicant is pursuing an internal appeal with the insurer and anticipates requesting an Expedited External Appeal, please call the Department at 800-852-3416 to speak with a consumer services officer, so that accommodations may be made to receive and process the expedited request as quickly as possible.

Please note a patient has the right to request an Expedited External Appeal simultaneously with the insurer’s Expedited Internal Appeal.

**What happens when the Independent Review Organization makes its decision?**

- If the appeal was an Expedited External Appeal, in most cases the applicant and insurer will be notified of the IRO's decision immediately by telephone or fax. Written notification will follow.
- If the appeal was a Standard External Appeal, the applicant and insurer will be notified in writing.
- The IRO's decision is binding on the insurer and is enforceable by the Insurance Department. The decision is also binding on the patient except that it does not prevent the patient from pursuing other remedies through the courts under federal or state law.

**Have a question or need assistance?**

**Staff at the Insurance Department is available to help.  
Call 800-852-3416 to speak with a consumer services officer.**



## The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301  
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

# INDEPENDENT EXTERNAL REVIEW

## Appealing a Denied Medical or Dental Claim

New Hampshire law gives individuals who are covered by fully-insured, health or dental insurance plans the right to have a nationally-accredited, independent, medical review organization (IRO), which is not affiliated with his/her health insurance company, review and assess whether the company's denial of a specific claim or requested service or treatment is justified. These reviews are available when a recommended service or treatment is denied on the basis that it does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness. This review is called Independent External Appeal, External Health Review or simply **External Review**.

There is no cost to the patient for an external review.

To be eligible for **Standard External Review**, the patient must (1) have a fully-insured health or dental insurance plan, (2) have completed the insurer's internal appeal process, and (3) have received a final denial of services from the insurer. A standard external review must be submitted to the Insurance Department within 180 days of the insurance company's final denial and may take up to 60 days for the IRO to make its decision.

To be eligible for **Expedited External Review**, the patient must (1) have a fully-insured health or dental insurance plan, and (2) the treating provider must certify that delaying treatment will seriously jeopardize the life or health of the patient or will jeopardize the patient's ability to regain maximum function. IROs must complete expedited reviews within 72 hours. An expedited external review may be requested and processed at the same time the patient pursues an expedited internal appeal directly with the insurance company.

For more information about external reviews, see the Insurance Department's [Consumer Guide to External Review](#), available at [www.nh.gov/insurance](http://www.nh.gov/insurance), or call 800-852-3416 to speak with a Consumer Services Officer.

**Have a question or need assistance?**

**Staff at the Insurance Department is available to help.  
Call 800-852-3416 to speak with a consumer services officer.**

## **SUBMITTING A REQUEST FOR EXTERNAL REVIEW**

To request an external review, please provide the following documents to the New Hampshire Insurance Department at the address below:

- The enclosed, completed application form - signed and dated on page 6.  
**\*\* The Department cannot process this application without the required signature(s) \*\***
- A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
- A copy of the Health Insurance Company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
- Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its review.
- If requesting an Expedited External Review, the treating Provider's Certification Form.

If you have questions about the application process or the documentation listed above, please call the Insurance Department at 1-800-852-3416.

### **Mailing Address:**

New Hampshire Insurance Department  
Attn: External Review Unit  
21 South Fruit Street, Suite 14  
Concord, NH 03301

**Expedited External Review applications may be faxed to (603) 271-1406 or sent by overnight carrier to the address above. If you wish to email the application package, please call the Insurance Department at 1-800-852-3416.**



**The State of New Hampshire  
Insurance Department**

21 South Fruit Street, Suite 14; Concord, NH 03301  
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

**EXTERNAL REVIEW APPLICATION FORM**  
Request for Independent External Appeal of a Denied Medical or Dental Claim

**Section I – Applicant Information**

Patient's Name: \_\_\_\_\_ Patient's Date of Birth: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Applicant's Email: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Applicant's Phone Number(s): Daytime: (\_\_\_\_) \_\_\_\_\_ Evening: (\_\_\_\_) \_\_\_\_\_

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**Section II – Appointment of Authorized Representative**

**\*\* Complete this section, only if someone else is representing the patient in this appeal \*\***

You may represent yourself or you may ask another person, including your treating health care provider, to act as your personal representative. You may revoke this authorization at any time.

I hereby authorize \_\_\_\_\_ to pursue my appeal on my behalf.

\_\_\_\_\_  
Signature of Enrollee (or legal representative – Please specify relationship or title)

\_\_\_\_\_  
Date

Representative's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Representative's Phone Number(s): Daytime: (\_\_\_\_) \_\_\_\_\_ Evening: (\_\_\_\_) \_\_\_\_\_

### **Section III - Insurance Plan Information**

Member's Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

Member's Insurance ID #: \_\_\_\_\_ Claim/Reference #: \_\_\_\_\_

Health Insurance Company's Name: \_\_\_\_\_

Insurance Company's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Insurance Company's Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Name of Insurance Company representative handling appeal: \_\_\_\_\_

Is the member's insurance plan provided by an employer? Yes \_\_\_\_ No \_\_\_\_

- Name of employer: \_\_\_\_\_
- Employer's Phone Number: (\_\_\_\_\_) \_\_\_\_\_
- Is the employer's insurance plan self-funded? Yes\* \_\_\_\_ No \_\_\_\_

**\* If you are not certain, please check with your employer. Most self-funded plans are not eligible for external review. However, some self-funded plans may provide external review, but may have different procedures.**

#### **New Hampshire Premium Assistance Program**

Is the patient's health insurance provided through the Medicaid Premium Assistance Program, which is administered by the NH Department of Health and Human Services?

Yes \_\_\_\_ No \_\_\_\_

***If yes, please provide the Medicaid ID number & complete the following records release:***

Medicaid ID Number: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize the New Hampshire Insurance Department to release my external review file to the New Hampshire Department of Health and Human Services (DHHS), if I request a Medicaid Fair Hearing following my independent external review. I understand that DHHS will use this information to make a Fair Hearing determination and that the information will be held confidential.



**Section IV – Information about the Patient’s Health Care Providers**

Name of Primary Care Provider (PCP): \_\_\_\_\_

PCP’s Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

PCP’s Phone Number: (\_\_\_\_) \_\_\_\_\_

Name of Treating Health Care Provider: \_\_\_\_\_

Provider’s clinical specialty: \_\_\_\_\_

Treating Provider’s Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Treating Provider’s Phone Number: (\_\_\_\_) \_\_\_\_\_

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**Section V – Health Care Decision in Dispute**

Describe the health insurer company’s decision in your own words. Include any information you have about the health care services, supplies or drugs being denied, including dates of service or treatment and names of health care providers. Explain why you disagree.

**Please attach the following:**

- Additional pages, if necessary;
- Pertinent medical records;
- If possible, a statement from the treating health care provider indicating why the disputed service, supply, or drug is medically necessary.

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*Continued on next page*



**Section VII – Request for a Telephone Conference**

**\*\* Complete this section, only if you would like to request a telephone conference \*\***

If the patient, the authorized representative or the treating health care provider would like to discuss this case with the Independent Review Organization and the insurer in a telephone conference, select “Yes” below and explain why you think it is important to be allowed to speak about the case. If you do not request a telephone conference, the reviewer will base its decision on the written information only. The request for a telephone conference will be granted only if there is a good reason why the written information would not be sufficient.

**\*\* Telephone conferences often cannot be completed within the timeframe for expedited reviews \*\***

Do you request a telephone conference? Yes \_\_\_\_ No \_\_\_\_

My reason for requesting a phone conference is:

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## VIII – Authorization and Release of Medical Records

I, \_\_\_\_\_, hereby request an external review and authorize the patient's insurance company and the patient's health care providers to release all relevant medical or treatment records to the Independent Review Organization (IRO) and the New Hampshire Insurance Department. I understand that the IRO and the Department will use this information to make a determination to either reverse or uphold the insurer's denial. I also understand that the information will be kept confidential. I further understand that neither the Commissioner nor the IRO may authorize services in excess of those covered by the patient's health care plan. This release is valid for one year.



Sign Here

\_\_\_\_\_  
Signature of Enrollee (or legal representative – Please specify relationship or title)

\_\_\_\_\_  
Date

### **Before submitting this application, please verify that you have ...**

- Completed all relevant sections of the External Review Application Form
  - If appointing an authorized representative, the patient must complete Section II.
  - If requesting an Expedited External Review, Section VI must be completed and the Provider Certification Form must be submitted.
  - If requesting a telephone conference, Section VII must be completed.
- Signed and dated the External Review Application Form in Section VIII.
- Attached the following documents:
  - A photocopy of the front and back of the patient's insurance card or other evidence that the patient is insured by the health or dental insurance company named in the appeal.
  - A copy of the Health Insurance Company's letter, denying the requested treatment or service at the final level of the company's internal appeals process.
  - Any medical records, statements from the treating health care provider(s) or other information that you would like the Independent Review Organization to consider in its review.
  - If requesting an Expedited External Review, the treating Provider's Certification Form.



# The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14; Concord, NH 03301  
Tel.: (603) 271-2261 Fax: (603) 271-1406 TDD Access Relay NH: 1-800-735-2964

## PROVIDER'S CERTIFICATION FORM

For Expedited Consideration of a Patient's External Review

### NOTE TO THE TREATING HEALTH CARE PROVIDER

The New Hampshire Insurance Department administers the external review process for all fully-insured health and dental plans in New Hampshire. A patient may submit an application for External Review, when his/her health or dental insurer has denied a health care service or treatment, including a prescription, on the basis that the requested treatment or service does not meet the insurer's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness.

The time frame for receiving a decision from an Independent Review Organization (IRO) for a Standard External Review is up to 60 days. Expedited External Review is available, ***only if*** the patient's treating health care provider certifies that, in his/her professional judgment, adherence to the time frame for standard review ***would seriously jeopardize the life or health of the covered person or would jeopardize the covered person's ability to regain maximum function.*** The time frame for receiving a decision from an IRO for an Expedited External Review is within 72 hours. An Expedited External Review may be requested and processed at the same time the patient pursues an Expedited Internal Appeal directly with the insurance company.

**\*\* Expedited External Review is not available, when services have already been rendered \*\***

### GENERAL INFORMATION

Name of Treating Health Care Provider: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Licensure and Area of Clinical Specialty: \_\_\_\_\_

Name of Patient: \_\_\_\_\_

## **PROVIDER CERTIFICATION**

I hereby certify that I am a treating health care provider for \_\_\_\_\_ (hereafter referred to as “the patient”); that adherence to the time frame for conducting a standard review of the patient’s external review would, in my professional judgment, seriously jeopardize the life or health of the patient or would jeopardize the patient’s ability to regain maximum function; and that for this reason, the patient’s appeal of the denial by the patient’s health insurer of requested medical services should be processed on an expedited basis.

I am aware that the Independent Review Organization (IRO) may need to contact me during non-business hours for medical information and that a decision will be made by the IRO within 72 hours of receiving this Expedited External Review request, regardless of whether or not I provide medical information to the IRO.

During non-business hours I may be reached at: (\_\_\_\_\_) \_\_\_\_\_.

I certify that the above information is true and correct. I understand that I may be subject to professional disciplinary action for making false statements.

\_\_\_\_\_  
Treating Health Care Provider’s Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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*Northeast Delta Dental  
Delta Dental Plan of New Hampshire, Inc.  
One Delta Drive  
PO Box 2002  
Concord, NH 03302-2002  
[www.nedelta.com](http://www.nedelta.com)*

*Customer Service  
603-223-1234  
800-832-5700  
TTY/Hearing Impaired  
800-332-5905*

*Corporate Office  
603-223-1000  
800-537-1715*

## Delta Dental Plan of New Hampshire, Inc. d/b/a Northeast Delta Dental

### SUMMARY PLAN DESCRIPTION Regarding Continuation of Coverage Pursuant to NH RSA 415:18, XVI and XVII

#### I. Rights to Continue Coverage Generally:

Former Subscribers and/or Eligible Dependents may be eligible under state law to continue group coverage and benefits upon termination of coverage under a Northeast Delta Dental group dental benefits plan. These rights are in addition to and distinct from any rights former Subscribers and Eligible Dependents may have to continue coverage under the federal law known as "COBRA" (the Consolidated Omnibus Budget Reconciliation Act of 1985). In addition, coverage options available through the Health Insurance Marketplace and applicable state health benefit exchanges should also be considered.

#### II. Rights under New Hampshire Law (Continuation of Coverage) (if applicable):

Pursuant to NH RSA 415:18, XVI and XVII, former Subscribers and Eligible Dependents under a Northeast Delta Dental group dental benefits plan may continue coverage and benefits under the dental benefits plan in several circumstances described below.

##### A. Termination of Your Coverage:

If you (the former Subscriber or Eligible Dependent) lose eligibility for coverage under the dental benefits plan for a reason other than the Subscriber's gross misconduct, you may be entitled to continue coverage for a period of 18 to 36 months or until you become eligible for benefits through another employer, whichever occurs first.

The period of continued eligibility for coverage depends on the circumstances, including:

18 months - generally.

29 months - when you are determined to be disabled under Title II or XVI of the Social Security Act within the first 60 days of the date you became ineligible.

36 months - when you are less than 55 years of age, and are either: (1) a surviving spouse of the Subscriber, or (2) a divorced spouse, or legally separated spouse of the Subscriber, subject to earlier termination in the event of the death or remarriage of the Subscriber, the remarriage of the spouse, or pursuant to the terms of the decree.

36 months - when a child ceases to be eligible as a Dependent.

36 months - for retirees and dependents who have a substantial loss of coverage within one year of the date your former employer files for protection under the bankruptcy provisions of Title 11 of the United States Code.

In addition, state law provides a special rule if you are 55 years of age or older and a surviving spouse, divorced spouse or legally separated spouse of the Subscriber. In this instance you are eligible to continue coverage until you are eligible for coverage in another employer plan or for Medicare

If you become ineligible for coverage under the dental benefits plan, we will promptly send you notice of your continuation of coverage options. Notice will be sent within 30 days of the date we are notified by the employer-group (or its plan administrator) that you are no longer eligible for coverage. The notice will include instructions for electing continued coverage and the premium amount to be paid. Notice will be sent to the last known address provided by the employer-group or plan administrator.

You must provide the employer-group (or its plan administrator) and Northeast Delta Dental written notice of your election to continue coverage within 45 days of receipt of notice. You are responsible for timely payment of the premium (within 30 days of the written election) to the employer-group, who is responsible for making payment to Northeast Delta Dental. The monthly premium you will pay shall not be more than 102% of the employer-group premium amount as allocated for your coverage.



If you decline the right to continue coverage, you should provide notice of declination to your employer (or its plan administrator) in writing or through electronic contact. Any time during the 45-day election period, you may revoke your declination by contacting your employer (or its plan administrator). If you decline as specified above, continuation of coverage is waived by you. Further, if notice of your continuation of coverage options is properly sent to you and you do not respond in a timely manner, continuation of coverage is waived by you if Northeast Delta Dental has made good faith efforts to contact you.

When each of the former Subscriber and Eligible Dependents will lose coverage, each individual will be provided notice and the opportunity to elect or waive coverage. Unless otherwise specified, the election to continue coverage by the former Subscriber shall be also deemed to be the election to continue coverage for all Eligible Dependents who would otherwise lose coverage.

#### **B. Termination of Group Plan**

If your participation in the dental benefits plan terminates because the employer-group's plan with Northeast Delta Dental has terminated, you are entitled to continue coverage for a period of up to 39 weeks or the date you become eligible for dental coverage under another plan, whichever occurs first. Northeast Delta Dental will send notice to you of the option to continue coverage within 30 days of termination. You must provide Northeast Delta Dental written notice of your election to continue coverage and pay the first monthly premium within 31 days of the date such notice was sent. The monthly premium for continued coverage shall be not more than 102% of the employer-group premium amount as allocated for your coverage. Payments are to be made directly to Northeast Delta Dental, not the employer-group.

If you elect to continue coverage under this section and we failed to provide you notice within 30 days of the termination of your employer-group dental benefits plan, you will only be responsible for premium payments from the date we sent you notice of termination.

If you elect an extension of coverage under this section, you cannot be held responsible for premium payments accrued and unpaid by the employer-group prior to termination of the employer-group plan.

If you had previously elected continuation coverage pursuant to Section II.A. above, and the employer-group plan is subsequently terminated, your coverage shall continue until it would have expired had the plan not been terminated or for 39 weeks, whichever occurs first.

### **III. Miscellaneous Information**

#### **A. Governing Law:**

This Summary Plan Description and the dental benefits plan are governed by and shall be construed according to the laws of the state of New Hampshire and its regulations.

#### **B. Electronic Delivery:**

This Summary Plan Description may be delivered to you through electronic means. This Summary Plan Description contains important information concerning your dental benefits plan and your right to continue coverage under it under certain circumstances. If you receive this Summary Plan Description electronically, you are entitled to request a paper copy from Northeast Delta Dental free of charge.

#### **C. Request for Additional Information:**

Should you require additional information regarding your rights to continue coverage, please contact Northeast Delta Dental at 800-832-5700 or 603-223-1234. Alternatively, please contact the New Hampshire Insurance Department at:

New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301  
603-271-2261  
Fax: 603-271-1406  
TTY: 603-735-2964