

SENIOR DENTAL PLAN

This summary plan description (benefits handbook), or SPD, outlines the major provisions of DMBA's Senior Dental Plan as of January 1, 2019.

KEY POINTS OF THE PLAN

- After your \$15 copayment, the plan pays 100 percent of the cost for routine diagnostic exams and cleanings twice a year.
- The plan pays 50 percent of the cost for most other services, such as restorative procedures (including fillings), up to an annual maximum of \$1,100 per person.
- The plan pays 50 percent for orthodontic procedures, up to a lifetime maximum of \$1,500 per person.
- Use contracted providers to maximize your benefits and minimize your out-of-pocket costs. (Visit www.dmba.com for a current list.)

ELIGIBILITY

If you meet the eligibility requirements for a medical plan when you retire, you can enroll in the Senior Dental Plan. To qualify you must be at least 55 years old with at least 10 years of eligible credit in DMBA's benefit program.

If you don't enroll in the Senior Dental Plan within 30 days of retirement, you cannot enroll in the future. Remember, Medicare does not cover dental expenses.

If you're enrolled in a medical plan, your level of dental benefits must match your level of medical benefits. For example, if you've chosen a medical plan for you and your spouse, you must also choose a dental plan for you and your spouse; you can't choose dental plan for just yourself.

PREMIUMS

You pay the entire premium if you choose to enroll. For information about the monthly premiums for the Senior Dental Plan, please contact DMBA.

MAXIMUM BENEFITS

The annual maximum benefit is \$1,100 per person for you and each of your eligible dependents. For orthodontic benefits, the lifetime maximum benefit is \$1,500 per person. (See [Orthodontic procedures](#).)

For information about other maximum benefits, see [Supplemental Accident Benefit](#).

COPAYMENTS

For each routine diagnostic exam, you pay a \$15 copayment.

DMBA'S DENTAL NETWORK

It's in your best interest financially to receive care from members of our contracted dental network. Contracted dentists accept what you pay (your copayments and coinsurance) and what DMBA pays as payment in full. They don't bill you for amounts that exceed the allowable amounts.

But please be aware, **you are still responsible** for charges that are ineligible or not covered by the plan.

For information about contracted dentists in your area, please visit www.dmba.com or call Member Services.

YOUR DENTAL BENEFITS

All benefits are based on medical or dental necessity and are subject to the allowable amounts determined by DMBA. Charges are considered incurred on the date of service, which is generally the date your treatment begins. One exception is for dentures; this service date is the date you receive the dentures.

Your dental plan benefits follow alphabetically:

ANESTHESIA

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- General anesthesia expenses are covered when used as a part of oral surgery or in a case approved for the outpatient hospitalization benefit. (See [Outpatient hospitalization](#).)
- Generally, local anesthesia or relative analgesia is included in the cost of a complete procedure. If they are billed separately, they are not covered.
- When general anesthesia is administered as part of an eligible outpatient hospitalization, expenses do not count toward your annual maximum benefit.

ENDODONTIC PROCEDURES

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- Pulpal and root canal therapy is covered.
- Pulp caps are covered.
- Generally, bases are included in the cost of a restorative or a prosthodontic procedure. If they're billed separately, they aren't covered.

ORAL SURGERY

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- Extractions and other oral surgeries are covered, including:
 - » Reimplanting knocked out teeth

All benefits are subject to DMBA's allowable amounts.

- » Single-tooth implants, replacing an implant once every five years (to the date)
- Generally, routine post-operative visits are included in the cost of the total surgical procedure. If they're billed separately, they're not covered. For tooth transplants, oral surgery expenses and other related expenses are not covered.

ORTHODONTIC PROCEDURES

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- The lifetime maximum benefit is \$1,500 per person.
- Benefits are paid on a monthly basis for the duration of the treatment. This includes 50% of the down payment (not to exceed \$400) and 50% of the monthly payment up to the \$1,500 maximum. To determine the monthly payment amount, we divide the remaining cost by the number of months of treatment.
- Monthly payments stop when you or your dependent becomes ineligible or if you end treatment before it is completed.
- Some charges for molds, X-rays, and exams in connection with orthodontic treatment are considered part of the treatment and are included in the benefit maximum.
- Habit-control appliances, such as night guards and finger-sucking appliances, are not covered.

OUTPATIENT HOSPITALIZATION

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- Submit a doctor's statement to DMBA, including the treatment plan, fees, and a description of medical necessity.
- Outpatient hospital expenses for dental treatment may be covered if:
 - » A medical problem exists that must be monitored in connection with general anesthesia and surgical procedures.

- » General anesthesia is required because of extended work on a child younger than 5.
- » Dental or surgical procedures are performed on a patient who has a mental disability, such as Down syndrome, or a sensory disability, such as deafness or blindness.
- Eligible outpatient hospitalization expenses do not count toward your annual \$1,100 maximum benefit.

PERIODONTAL PROCEDURES

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- Periodontal maintenance is covered twice each calendar year.
- Non-surgical procedures, including deep scaling, root planing, full mouth debridement, and chemotherapeutic agents are payable once every six months (to the date).
- Periodontal exams are payable twice per year.
- Covered surgical procedures include gingivectomy, osseous surgery, and grafting.

PREVENTIVE/DIAGNOSTIC PROCEDURES

The plan pays 100% of the allowable amount after your \$15 office visit copayment.

- Preventive care does not count toward your annual maximum benefit.
- Cleaning (prophylaxis) is covered twice each calendar year.
- Exams are covered twice each calendar year. This includes initial and routine exams by a general or pediatric dentist.
- Fluoride treatment topical application is covered twice each calendar year.
- Sealants are covered based on plan guidelines (See [Sealants](#).)
- Space maintainers are covered, but charges to replace lost or stolen space maintainers are not covered.
- X-rays are covered as follows:

All benefits are subject to DMBA's allowable amounts.

- » Complete mouth X-rays or panoramic X-rays once every three years (to the date)
- » A series of bitewing X-rays twice each calendar year
- » Periapical X-rays as necessary

PROSTHODONTIC PROCEDURES

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- For most services, the service date is the date treatment begins. For dentures, the service date is the date you receive the dentures.
- Crowns, veneers, bridges, onlays, inlays, and partial and complete dentures are covered based on these guidelines:
 - » Bridges, onlays, inlays, and partial and complete dentures are covered once every five years (to the date).
 - » Crowns and veneers are covered once every seven years (to the date). A replacement may be covered sooner when it's justified by either a medical or dental problem that results in an unavoidably damaged crown or veneer. But all exceptions must meet DMBA's specific dental criteria. Stainless steel crowns on permanent teeth are payable once every two years, and once every five years for a primary tooth (to the date).
 - » Charges for relining or rebasing dentures are eligible once every three years (to the date).
 - » Separate payment is not made for tooth preparation, temporary restorations, impressions, analgesia, or local anesthesia. These procedures are normally included in the cost of the complete prosthodontic procedure.
- Charges to replace lost or stolen dentures are not covered.
- Before payment can be made, you must submit periapical X-rays for veneers.

RESTORATIVE PROCEDURES

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- Amalgam, porcelain, composite or resin, and metal restorations are covered based on these guidelines:
 - » One restoration per tooth surface every two years (to the date) or every five years (to the date) for gold restorations, no matter how many restorations are placed on the surface.
 - » Separate payment is not made for tooth preparation, temporary restorations, cement bases, impressions, analgesia, or local anesthesia. These procedures are normally included in the cost of a complete restorative procedure.
- Changing restorations from amalgam to composite fillings because of amalgam/mercury sensitivity is not covered.

RIDGE AUGMENTATION/EXTENSION

The plan pays 50% of DMBA's allowable amount; you pay 50%.

- This benefit includes procedures to restore the alveolar ridge to accommodate dentures.
- These expenses do not apply toward your annual maximum benefit.

SEALANTS

The plan pays 100% of the allowable amount based on these guidelines:

- Only patients younger than 16 are eligible for this benefit.
- The benefit covers permanent molars only.
- A molar sealant is covered once every five years (to the date).

TEMPOROMANDIBULAR JOINT (TMJ) DYSFUNCTION

Not covered.

- Benefits for temporomandibular joint (TMJ) dysfunction are covered by most of DMBA's medical plans, not by the dental plan.
- For more information or to determine whether TMJ is covered on your medical

plan, please see your medical plan's SPD or call Member Services. If you're enrolled in a contracted HMO, please contact your HMO representative for more information.

OTHER BENEFITS

These benefits are paid at the following percentages:

- Eligible application of desensitizing medications (subject to review): 50% of the allowable amount
- Examinations provided on an emergency basis (such as after regular office hours): 50% of the allowable amount
- Exams or consultations by specialty dentists: 50% of the allowable amount
- Space maintainers: 100% of the allowable amount
- Recementing space maintainers: 100% of the allowable amount
- Repairs to space maintainers: 50% of the allowable amount
- Charges due to lost or stolen space maintainers are not covered
- Eligible therapeutic drug injections (subject to review): 50% of the allowable amount
- Eligible cone-beam X-rays (subject to review): 100% of the allowable amount

SPECIAL MEDICAL/DENTAL BENEFIT

The plan pays 90% of DMBA's allowable amount; you pay 10%.

This benefit may pay for eligible dental services needed because of specific medical conditions or the treatment of specific medical conditions as defined by the plan.

Examples of conditions that may be covered include:

- Cleft palate
- Jaw tumors
- Radiation therapy

Before treatment, submit a doctor's statement to DMBA, including the treatment plan, fees, and medical necessity. Then, benefits are based on these guidelines:

- The plan pays 70% of DMBA's allowable amount and you pay 30%.
- The lifetime maximum benefit is \$10,000 per person.
- Expenses covered by this benefit do not apply to your annual maximum dental benefit.
- Orthodontic expenses are not covered by the special medical/dental benefit.

For more information about this unique benefit, please call DMBA.

SUPPLEMENTAL ACCIDENT BENEFIT

If you need dental services because of an accident, eligible charges will be covered according to regular dental plan benefits, based on the services performed. The allowable amount is determined by DMBA. Benefits are based on the following guidelines:

- The injury must occur while the patient is covered by a DMBA-sponsored dental plan.
- The cause of the condition must meet the definition of an accident as defined by the plan.
- Benefits are determined by the date of the accident. Eligible expenses must be incurred within two years of the accident and while the patient remains covered by the plan. Some additional benefits may be available beyond two years. Contact DMBA for more information.
- Orthodontic expenses are not covered by the supplemental accident benefit.
- The first \$2,000 paid per accident does not count toward the annual maximum benefit.
- If five or more teeth are involved, additional benefits may be available up to \$5,000 per accident. They do not count toward your annual maximum benefit.

For more information about this benefit, please call DMBA.

All benefits are subject to DMBA's allowable amounts.

SUBMITTING CLAIMS

You or your dental provider must submit claims within 12 months from the date of service. It is your responsibility to ensure claims are submitted by the deadline.

You or your dentist completes a dental claim form and sends it to DMBA. If veneers are done, the dentist must also submit periapical X-rays.

After your claim has been processed, DMBA will send you an *Explanation of Benefits* (EOB) statement explaining how your claim has been handled and verifying payment. Please review your statements for accuracy.

ERRORS ON BILLS OR EOBs

If you see services listed on an EOB statement that were not performed or could be considered fraudulent, please call DMBA at 801-578-5600 or 800-777-3622. For more information, see the [Fraud Policy Statement](#).

CLAIMS REVIEW AND APPEAL PROCEDURES

If your claim is denied and you feel that your claim was denied in error, you have the right to file an appeal. **You must submit your appeal in writing within 12 months from the date we send your adverse benefit decision.** For more information about how to appeal a claim, please refer to your *General Information SPD*.

FRAUD POLICY STATEMENT

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding the plan or DMBA. An application for benefits or a claim containing any materially false or misleading information, or any non-compliance with the terms of the plan, as determined by the DMBA, may lead to reduction, denial or termination of benefits or coverage under the plan.

Coverage under the plan may be retroactively

canceled or terminated (“rescinded”) if a participant acts fraudulently or intentionally makes material misrepresentations of material fact with respect to the plan. A participant whose coverage is rescinded will be provided with no less than 30 days’ advance written notice of such rescission, and the rescission will be deemed to be a claim denial subject to the plan’s claim and appeal procedures.

COORDINATION OF BENEFITS

The Coordination of Benefits provision applies when you or your dependents have medical or dental benefits from more than one health benefit plan.

The purpose of coordinating benefits is to avoid duplication of benefit payments. It involves determining which plan provider is required to pay benefits as the primary payer, which insurer must pay as the secondary payer, and so on.

You must inform DMBA of other medical and/or dental benefits in force at the time of enrollment or when any other benefits become effective after your initial enrollment. If applicable, you may be required to submit court orders or decrees. You must also keep DMBA informed of any changes in the status of the other benefits.

Coordination of benefits rules

When DMBA is the primary plan, eligible benefits are paid before those of the other health benefit plan and without considering the other health plan’s benefits.

When DMBA is the secondary plan, DMBA calculates the amount of eligible benefits it would normally pay in the absence of other benefits, including the application of credits to any plan maximums, and applies the payable amount to unpaid covered charges after eligible benefits have been paid by the primary plan. This amount includes deductibles and copayments you may owe.

DMBA will use its own deductible and copayments to calculate the amount it would have paid in the absence of other benefits. In no

event will DMBA pay more than the participant is responsible to pay after the primary carrier has paid.

SUBROGATION

If you have an injury or illness that is the liability of another party and you have the right to recover damages, DMBA requires reimbursement for the amount it has paid when damages are recovered from the third party.

If you do not attempt to recover damages from the third party as described above, DMBA has the right to act in your place and initiate legal action against the liable third party to recover the amount it has paid for your injuries.

For more information about subrogation, please see your *General Information SPD*.

ELIGIBLE DEPENDENTS

Your eligible dependents include your spouse and dependent children. Your spouse is defined as a person of the opposite sex who is your legal husband or wife.

EXCLUSIONS

Services that do not meet the definition of eligible, as previously defined, are not eligible for benefits. In addition, the following services and their associated costs are excluded from benefits:

1. Cosmetic

- 1.1 Surgery or dentistry done for cosmetic reasons.
- 1.2 Services for primarily non-therapeutic purposes.

2. Diagnostic and Experimental Services

- 2.1 Dental treatments or procedures that on the effective date or renewal date of this coverage are:
 - Considered dental research
 - Investigative/experimental technology

- Not recognized by the U.S. dental profession as usual and/or common
- Determined by DMBA not to be usual and/or common dental practice
- Illegal

That a dentist might prescribe, order, recommend, or approve services or dental equipment does not, of itself, make it an allowable expense, even though it is not specifically listed as an exclusion.

Investigative/experimental technology means a treatment, procedure, facility, equipment, drug, device, or supply that does not, as determined by DMBA on a case-by-case basis, meet all of these criteria:

- The technology has final approval from all appropriate governmental regulatory bodies, if applicable.
- The technology is available in significant numbers outside the clinical trial or research setting.
- The available research about the technology is substantial. For plan purposes, substantial means sufficient to allow DMBA to conclude:
 - » The technology is both necessary and appropriate for the covered person's treatment.
 - » The technology is safe and efficacious.
 - » More likely than not, the technology will be beneficial to the covered person's health.
 - » The technology is generally recognized as appropriate by the regional dental community as a whole.

Procedures or treatments falling in these categories continue to be excluded from DMBA's dental plan until they are specifically included in the dental plan.

3. Education

- 3.1 Expenses for educational programs, plaque control, myofunctional therapy, and oral hygiene or dietary instruction.

4. Government/War

- 4.1 Services that would have been covered by any governmental plan had the participant complied with the requirements of the plan, including but not limited to Medicare. This exclusion does not apply when a veteran is furnished medical services by the United States for a non-service-connected condition if the veteran would be eligible from the plan to recover the cost had the services not been provided by the United States.
- 4.2 Services required as a result of war or act of war, or service in the military forces of any country at war, declared or undeclared, except when the employee is actively engaged in pursuing a specific assignment given and authorized by the employer. War includes hostilities conducted by force or arms by one country against another, or between countries or factions within a country, either with or without a formal declaration of war.

5. Legal Exclusions

- 5.1 Services the patient is not charged or is not legally obligated to pay.
- 5.2 Services that began before the patient was covered by this plan.
- 5.3 Treatment or care done after termination of coverage.
- 5.4 Services incurred in connection with injury arising from participation in or attempt at committing a crime.
- 5.5 Other dental services, except as outlined.

6. Miscellaneous

- 6.1 Charges that exceed DMBA's allowable limits.
- 6.2 Charges due to failure to keep a scheduled dentist appointment.
- 6.3 Charges for completing claim forms.
- 6.4 Charges for unfinished dental work.
- 6.5 Care and treatment by anyone who:
 - ordinarily resides in the same household with you or your dependents, or,

- has legal responsibility for financial support and maintenance of you or your dependents.

7. Other Insurance/Workers' Compensation

- 7.1 Injuries or conditions that are compensable by workers' compensation, no-fault auto insurance, employment liability laws, or services provided by a federal or state government agency. Services provided by a group, franchise, or other insurance or prepayment program approved through an employer, union, trust, or association.

8. Replacements

- 8.1 Lost or stolen dentures, bridges, or appliances.
- 8.2 Replacing fillings less than 2 years old (to the date), replacing dentures or bridges less than 5 years old (to the date), or crowns or veneers less than 7 years old (to the date) unless otherwise covered by the plan.

9. Specific Products and Services

- 9.1 Services or supplies not furnished and/or prescribed by a dentist or physician (for example, denturist services), except cleaning, scaling, or fluoride treatments that may be performed by a licensed dental hygienist under the dentist's supervision.
- 9.2 Tooth preparation, temporary restorations, cement bases, impressions, or acid etching.
- 9.3 Appliances, restorations, or treatment, other than full dentures, whose primary purpose is to alter vertical dimension or restore occlusion.
- 9.4 Protective athletic mouth guards or habit-control appliances, such as night guards or finger-sucking appliances.
- 9.5 Fluoride rinse, toothpaste, toothbrush, or other products or supplies intended for use at home by the patient.
- 9.6 Study models or photos, unless used for orthodontic treatment.

- 9.7 Emergency room services.
- 9.8 Infection control.
- 9.9 General anesthesia other than for oral surgery, unless otherwise covered by the plan.
- 9.10 Treatment of disturbances of the temporomandibular joint.

DEFINITIONS

For definitions of words and terms applicable to your dental plan, please refer to the *Definitions* SPD.

NOTIFICATION OF DISCRETIONARY AUTHORITY

DMBA has full discretionary authority and the sole right to interpret the plan and to determine eligibility. All DMBA decisions relating to plan terms or eligibility are binding and conclusive.

NOTIFICATION OF BENEFIT CHANGES

DMBA is subject to the Employee Retirement Income Security Act (ERISA) and reserves the right to amend or terminate this plan at any time. If benefits change, we will notify you at least 30 days before the effective date of change.

Legal Notice

We have made every effort to accurately describe the benefits and ensure that information given to you is consistent with other benefit-related communications. However, if there is any discrepancy or conflict between information in this document and other plan materials, the terms outlined in the Legal Plan Document will govern.