Dental Benefits Summary Booklet

Delta Dental PPO[SM] plus Premier®

Cooper Health Care & Affiliated Group

Group # 03593-Buy-Up Plan

Topics Covered in This Booklet

About This Booklet **3**

About Delta Dental **3**

Eligibility Requirements **4**

Product Descriptions **5**

How to Use Your Dental Benefits **6**

Locating a Dentist **6**

Why Select a Participating Dentist? **7**

Description of Covered Services **8**

(Buy-Up Plan/Sub-Locations: 006,007,008,009,010) **8**

Description of Programs **9**

Orthodontic Payment Schedule **9**

Exclusions and Limitations: Services Not Covered by This Dental Plan **10**

If You Have Coverage Through Another Plan-Coordination of Benefits (COB) **12**

Where Do I Call/E-mail for Information? **13**

Notice of Nondiscrimination and Accessibility Rights **13**

Benefit Determination and Appeal Process Summary **14**

Health Care Fraud **17**

Frequently Asked Questions **18**

Statement of Participants and Beneficiaries' Rights Under ERISA **23**

Glossary **24**

Please note: The definitions for the words that appear in bold in the following pages can be found in the Glossary. In the event of a difference between the benefits described in this Booklet and those provided in the Master Group Contract, the Master Group Contract shall prevail.

About This Booklet

This Booklet contains a general description of your dental benefit program as a convenient reference. All benefits are governed by the Master Group Contract provided to your sponsor.

About Delta Dental

Delta Dental of New Jersey, Inc. covers more than one million people in commercial, school board, and government programs. It is our mission to promote oral health to the greatest number of people by providing accessible dental benefit programs of the highest quality, service, and value.

Since 1969, Delta Dental, a not-for-profit dental service corporation, has led the industry in offering innovative programs designed to control costs while ensuring quality of benefits.

Delta Dental is a member of the Delta Dental Plans Association, a national system of not-for-profit dental service corporations covering 54 million people across the country. The national Delta Dental system is the oldest and largest dental benefits system in the country and has led the industry in offering innovative programs designed to control costs while ensuring quality of benefits.

In New Jersey, Delta Dental of New Jersey, Inc. writes dental coverage on an insured basis. It also administers self-funded dental benefit programs in New Jersey and Connecticut. Delta Dental of Connecticut, writes Dental coverage on an insured basis in Connecticut.

Eligibility Requirements

Your plan begins when the following requirements have been satisfied:

Full-Time

- All new members and their dependents will be covered from the first of the month following date of hire.

Part-Time

- All new members and their dependents will be covered from the first of the month following 60 days of employment.

Residents

- All new members and their dependents will be covered from the first of the month following date of hire.

Eligible Dependents

- Your spouse.
- Dependent children (subject to age limitations).
    - Children include a biological child, stepchild, foster child, legally adopted child, child of the member's spouse, civil union partner, and children under a court appointed guardianship.
    - Children from birth to age 26.
    - Your legally adopted child includes a child for whom legal adoption proceedings have already been started.
    - Disabled children - in order for a mentally or physically disabled child to remain covered, you must show proof of the child's disability. This proof must be attached to the first claim submitted to Delta Dental.

When does coverage terminate?

Coverage for members. and their eligible dependents shall cease upon the earliest of:

- Termination of the member's membership
- Termination of the Master Group Contract
- Termination of the contract term

Coverage for dependent spouse shall terminate on divorce from the covered members unless otherwise stated by divorce decree.

Coverage for a dependent child shall terminate at the end of the calendar month upon attaining the limiting contract age (see eligibility section).

For coordination of benefits, your group follows the **Birthday Rule**.

Product Descriptions

Note: Your benefits do not include coverage of the pediatric dental services that meet the requirements of the federal Patient Protection Affordable Care Act.

Delta Dental PPO℠ plus Premier®

When you receive **Covered Services** from a **Delta Dental PPO℠ Dentist**, the **Dentist** has agreed to accept the least of the actual charge for the service, the filed fee, or the fee in the Delta Dental PPO℠ Schedule applicable to the Master Group Contract as payment in full. You will be responsible for the coinsurance percent that corresponds to the **Covered Service**. Using a **Delta Dental PPO℠ Dentist** will mean lower cost to you.

You may also choose to receive **Covered Services** from a **Delta Dental (Premier®) Participating Dentist** who is not a **Delta Dental PPO℠ Dentist**. The **Delta Dental (Premier®) Participating Dentist** has agreed to accept the least of the actual charge for the service, the filed fee, or the **Participating Dentist Maximum Allowable Charge** (**PMAC**) established by Delta Dental as payment in full. If you receive **Covered Services** from a **Delta Dental (Premier®) Participating Dentist**, Delta Dental's payment is based on the **PMAC.** You will be responsible for the coinsurance percent that corresponds to the **Covered Service**.

If you choose to receive services from a **Non-Participating Dentist**, Delta Dental's benefit payment may be based on the least of the **Dentist's** actual charge or the **Non-Participating Dentist Maximum Allowable Charge** (**NMAC**). You will pay the difference between the amount paid by Delta Dental and the full amount charged by the **Non-Participating Dentist**.

You can generally save on your out-of-pocket costs by receiving **Covered Services** from a **Delta Dental Participating Dentist**. A **Delta Dental (Premier®) Participating Dentist** helps reduce your financial responsibility by limiting fees to the **PMAC.** But, your out-of-pocket costs will be even lower when you receive **Covered Services** from a **Delta Dental PPO℠ Dentist** whose fees are limited to the contracted **Delta Dental PPO℠ Schedule.**

Your benefit levels may vary based on the program in which your **Dentist** participates as indicated in the Description of Covered Services which appears in this **Booklet**.

You are responsible for payment of the applicable **Deductible** and the difference between Delta Dental's payment and the fee approved by Delta Dental.

Table of Allowance Programs

With a **Table of Allowances** Program, Delta Dental will make payment based on the program described above, but in no event will Delta Dental's payment be greater than the **Table of Allowances**.

How to Use Your Dental Benefits

Before visiting the **Dentist**, check to see whether your **Dentist** is a **Participating Dentist** with Delta Dental.

At the time of your first appointment, tell your **Dentist** that you are covered under this Delta Dental program. Give him or her your group's name and group number, as well as your Member ID number. Your dependents, if covered, also must give your number.

After your **Dentist** performs an examination, he or she may submit a **Pre-Treatment Estimate** of benefits to Delta Dental to determine how much of the charge for any future work will be your responsibility.

Before treatment is started, be sure you discuss with your **Dentist** the total amount of his or her fee. Although **Pre-Treatment Estimates** are not required, Delta Dental strongly recommends you ask your **Dentist** to submit a **Pre-Treatment Estimate** for treatment costing $300 or more. This is especially important when using a **Non-Participating Dentist** because the **Pre-Treatment Estimate** lets you know in advance how much of the costs are your responsibility. Please keep in mind that a **Pre-Treatment Estimate** is only an estimate and not a guarantee of benefits or payment.

Locating a Dentist

Delta Dental offers two easy ways to locate a **Delta Dental Participating Dentist 24 hours a day, 7 days a week**. You can either:

- Call 1-800-452-9310 or
- Search the Internet at http://www.deltadentalnj.com

By calling the toll-free number, you can obtain a customized list of **Participating Dentists** within the geographic area of your request. Delta Dental mails the list to your home.

By searching on the Internet, you can obtain a list of **Participating Dentists** in a specific town. The list can be downloaded immediately, and you can search for as many towns as needed.

Using either method, you can request a list of **Participating Dentists** within a designated area. You can specify listings of **General Dentists**. **Participating Dentist** information can be obtained for **Dentists** nationwide.

Why Select a Participating Dentist?

All **Participating Dentists** have agreed, in writing, to abide by our claims processing procedures. Through their commitment and support, we, in turn, can provide you with a program that's tailored to meet your dental health wants and needs.

- **Participating Dentists** have agreed to accept the least of their actual charge, their prefiled fee, or Delta Dental's maximum allowable fee for the program as payment in full and to not charge patients for amounts in excess of those indicated in the "patient payment" portion of the **Explanation of Benefits**.

- **Participating Dentists** will usually maintain a supply of **Claim Forms** (also referred to as Attending **Dentist**'s Statements) in their office. You may be asked to complete a portion of the form when you visit.

- **Participating Dentists** will complete the rest of the form, including a description of the services that were performed or will be performed in the case of a **Pre-Treatment Estimate**, and require that you sign the **Claim Form** in the appropriate place. If your **Dentist** submits claims electronically to Delta Dental, you will need to authorize your **Dentist** to maintain your signature on file.

- **Participating Dentists** will mail, fax, or electronically submit the **Claim Form,** together with the appropriate diagnostic materials, directly to our offices for processing.

- **Participating Dentists** agree to abide by Delta Dental processing policies. For example, **Participating Dentists** agree not to bill separate charges for infection control measures. **Non-Participating Dentists** are not bound by such policies.

- **Participating Dentists** will, in the case of dental services which have been completed, receive payment directly from Delta Dental for that portion of the **Treatment Plan** which is covered by your dental program. You will receive an **Explanation of Benefits** with a detailed description of covered benefits and the amount of your payment obligation.

- If you visit a **Non-Participating Dentist**, you will be responsible for payment. Delta Dental will reimburse you for the portion of your services covered by your program and you will be responsible to pay the portion of the **Dentist**'s bill that exceeds the Delta Dental benefit payment.

Check with your **Dentist** to confirm whether he or she participates in the Delta Dental program under which you are covered. While a **Dentist** may participate with Delta Dental, he or she may not participate in all of our programs.

Description of Covered Services
(Buy-Up Plan/Sub-Locations: 006,007,008,009,010)

	If you use a Delta Dental PPO℠ Dentist	If you use a Delta Dental (Premier®) Participating Dentist	If you use a Non-Participating Dentist
Preventive & Diagnostic Services (No Deductible)			
▪ Exams, Cleanings, (each twice per Calendar Year per person, ages 14 and older are considered adults)	**100%**	**100%***	**100%***
▪ X-rays-full mouth series or panoramic (either one, once in two years)	**100%**	**100%***	**100%***
▪ X-rays-**Bitewing** (twice per **Calendar Year**)	**100%**	**100%***	**100%***
▪ X-rays-single films (multiple x-rays on the same date of service will not exceed the benefit of a full-mouth series)	**100%**	**100%***	**100%***
▪ Fluoride Treatment (twice per Calendar Year, for eligible children to age 18, combinations with cleanings are applied to time limits for both)	**100%**	**100%***	**100%***
▪ Space Maintainers (once per space for missing posterior primary teeth, for children under age 14)	**100%**	**100%***	**100%***
▪ **Consultations** are counted as exams for purposes of frequency limitations	**100%**	**100%***	**100%***
Other Services (After Deductible)			
▪ Fillings - **Composite** and **Amalgam**. Payment is allowed for one restoration per tooth surface in 365 days (**Composite** fillings on back teeth are subject to the **Alternate Treatment Limitation** of an **Amalgam** filling)	**100%**	**80%**	**50%**
▪ **Sealants** (1st and 2nd permanent, decay-free molars, once in a lifetime, for children to age 16)	**100%**	**80%**	**50%**
▪ Extractions, Oral Surgery (impacted wisdom teeth claims should first go to medical carrier)	**100%**	**80%**	**50%**
▪ Endodontics (root canals on permanent teeth once per lifetime per tooth)	**100%**	**80%**	**50%**
▪ Periodontics (have specific frequency limitations, **Pre-Treatment Estimate** is strongly recommended - e.g. surgery once per 36 months)	**100%**	**80%**	**50%**
▪ Crowns and crown-related procedures (post and core, core buildup, etc., once every five years, permanent teeth only, for ages 12 and older)	**80%**	**50%**	**50%**
▪ Bridgework (once every five years, for ages 16 and older) (bridges with four or more missing teeth in that arch may be given a partial denture subject to the **Alternate Treatment Limitation**)	**80%**	**50%**	**50%**
▪ Full & Partial Dentures (either one, once every five years, partial dentures for ages 16 and older) (fixed bridges and removable partial dentures are not benefits in the same arch; benefits will be provided for the removable partial denture only)	**80%**	**50%**	**50%**
▪ Repair of Dentures (Repair of existing prosthetic appliances)	**80%**	**50%**	**50%**
▪ Inlays (inlays are only payable when done in conjunction with an onlay; by themselves they are subject to the **Alternate Treatment Limitation** of an **Amalgam** filling)	**80%**	**50%**	**50%**
▪ Implants (once every 60 months ages 19 and older)	**80%**	**50%**	**50%**

***Covered at 100% of the Group Table of Allowance*

	If you use a Delta Dental PPO[SM] Dentist	If you use a Delta Dental (Premier) Participating Dentist	If you use a Non-Participating Dentist
Calendar Year Benefit Maximum (per person)	**$2,000.00**	**$2,000.00**	**$2,000.00**
Calendar Year Deductible			
▪ Individual	**$25.00**	**$25.00**	**$25.00**
▪ Family (family **Deductible** is accumulated by individual **Deductibles)**	**$50.00**	**$50.00**	**$50.00**
Orthodontia	**50%**	**50%**	**50%**
Orthodontic treatment is a benefit limited to once in a lifetime.			
▪ Maximum (Lifetime)	**$2,000.00**	**$2,000.00**	**$2,000.00**
▪ **Deductible** (Lifetime)	**$50.00**	**$50.00**	**$50.00**

Description of Programs

Delta Dental PPO plus Premier® - See Explanation under "Product Descriptions" section of this **Booklet**.

Table of Allowance - See Explanation under "Product Descriptions" section of this **Booklet**.

Under all programs, **Non-Participating Dentists** may balance bill above the maximum approved charge.

Orthodontic Payment Schedule

Payment for comprehensive orthodontics will be processed in two (2) equal payments (subject to continuation of treatment and/or eligibility for orthodontic benefits at the time services are rendered).

The first payment will be made upon insertion of appliances. The second and final payment will be made upon the completion of the first twelve (12) months of treatment. These payments will represent Delta Dental's full liability.

When the appliances are inserted prior to the effective date of eligibility, orthodontic benefits will be **Pro-rated**.

Exclusions and Limitations: Services Not Covered by This Dental Plan

- To be eligible for coverage, a service must be required for the prevention, diagnosis, or treatment of a dental disease, injury, or condition. Services not dentally necessary are not covered benefits. Your dental plan is designed to assist you in maintaining dental health. The fact that a procedure is prescribed by your **Dentist** does not make it dentally necessary or eligible under this program. We can request proof (such as x-rays, pathology reports, or study models) to determine whether services are necessary. Failure to provide this proof may cause adjustment or denial of any procedure performed.
- Services for injuries or conditions which are compensable under Workers Compensation Employers Liability Laws; services provided to the eligible patient by any Federal or State Government Agency or provided without cost to the eligible patient by any municipality, county, or other political subdivision.
- Services with respect to congenital or developmental malformations (including TMJ), cosmetic surgery, and dentistry for purely cosmetic reasons (e.g., bleaching, veneers, or crowns to improve appearance).
- Services provided in order to alter occlusion (change the bite); replace tooth structure lost by wear, abrasion, attrition, abfraction, or erosion; splint teeth; or treat or diagnose jaw joint and muscle problems (TMJ).
- Specialized or personalized services (e.g., overdentures and root canals associated with overdentures, gold foils) are excluded and a benefit will be allowed for a conventional procedure (e.g., benefiting a conventional denture towards the cost of an overdenture and the root canals associated with it. The patient is responsible for additional costs.)
- Prescribed drugs, analgesics (pain relievers), fluoride gel rinses, and preparations for home use.
- Procedures to achieve minor tooth movement.
- Experimental procedures, materials, and techniques and procedures not meeting generally accepted standards of care.
- Educational services such as nutritional or tobacco counseling for the control and prevention of oral disease. Oral hygiene instruction or any equipment or supplies required.
- Any service that has not been performed by a person duly licensed as an oral surgeon or as a **Dentist** in the state in which the treatment was rendered or by their auxiliary personnel who are duly licensed to perform the services at their direction.
- Charges for hospitalization including hospital visits or broken appointments, office visits, and house calls.
- Services performed prior to effective date or after termination of coverage. Benefits are payable based on the **Completion Date** of treatment.
- Services performed for diagnosis such as laboratory tests, caries tests, bacterial studies, diagnostic casts, or photographs.
- Temporary procedures and appliances, pulp caps, occlusal adjustments, inhalation of nitrous oxide, analgesia, local anesthetic, and behavior management.

- A subset of a more comprehensive service or procedures or preparations which are part of or included in the final restoration (bases, acid etch, or micro abrasion).
- Transplants.
- Periodontal charting, chemical irrigation, delivery of local chemotherapeutic substances, application of desensitizing medicine, synthetic bone grafts, and guided tissue regeneration.
- Post removal (not in conjunction with root canal therapy).
- Completion of **Claim Forms**, providing documentation, requests for pre-determination, and services submitted for payment more than twelve (12) months following completion.
- Separate fee for infection control and OSHA compliance.
- Maxillofacial surgery and prosthetic appliances.
- Expenses for replacement of a lost, missing or stolen prosthetic device or other duplicate appliance.
- Expenses for services or supplies for which no charge is made that the **Covered Person** is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
- Expenses for myofunctional therapy.
- Expenses for appliances or restorations necessary to alter vertical dimension or to restore occlusion.
- Expenses for services or supplies for accidental injury.
- Expenses which are incurred in connection with any injury or disease arising out of the ownership, maintenance or use of a motor vehicle, except as required by NJAC 11:3-37.3. For expenses incurred in connection with any injury or disease arising out of the ownership, maintenance, or use of a motor vehicle, this Contract shall be secondary.
- Duplicative Dental Services performed on the same day.
- Delta Dental will not coordinate benefits unless the other plan provides benefits for dental services.
- Specialized techniques including but not limited to swing locks, dolder bars, special staining, halder bars, connector bars, metal bases, cone beam capture imaging interpretation and manipulation, ridge augmentation and/or preservation.
- Dental Services submitted for payment as part of a Claim which has knowingly inaccurate information pertinent to the Claim (such as the Dental Service actually rendered, the date of service, the existence of other coverage, or the fee for the Dental Service).
- Tooth preparation; acid etching; temporary restorations and crowns; bases; direct and indirect pulp caps; polishing; caries removal; microabrasion; endodontic working, final treatment, and follow up radiographs; occlusal adjustments; post removal; gingivectomy In Conjunction With restorations; impressions; lab fees and material; local anesthesia services in conjunction with operative or surgical procedures, and other Dental Services which Delta Dental considers to be part of a more Comprehensive Dental Service.
- Dental Services for which the **Dentist** does not normally charge.

- Sales taxes on Dental Services.
- All other services not specifically included in this Contract.

This is a general description of your dental plan to be used as a convenient reference, and some exclusions and limitations may not be listed. All benefits are governed by the Master Group Contract.

If You Have Coverage Through Another Plan-Coordination of Benefits (COB)

Generally, if you are covered by more than one group dental plan and in some cases a group medical plan, your expenses will be shared between the plans, up to the full amount of the allowable charges. This includes dual Delta Dental coverage, as well as coverage by Delta Dental and another group plan.

Make sure you inform your **Dentist** that you are covered by more than one plan. If you are covered by more than one dental benefit plan, you or your **Dentist** should file all your claims with each plan and provide each plan with information regarding the other plans under which you are covered. If you are covered by more than one Delta Dental of New Jersey plan, you or your **Dentist** just need to submit the claim once, and we will coordinate your benefits. If you are covered by Delta Dental and another group plan, you or your **Dentist** need to submit the claim to the primary group plan. After the primary group plan has issued a statement of benefits, you or your **Dentist** should send that statement of benefits to the second group plan along with a **Claim Form**.

This plan coordinates benefits according to the **Birthday Rule**.

By coordinating benefits, we avoid duplication of payment for the same services, managing your benefit dollars for future procedures and ensuring your group that we are effectively administering your benefits.

Where Do I Call/E-mail for Information?

Question	Phone Number	E-mail Address
Customer Service	800-452-9310	service@deltadentalnj.com
Obtain **Claim Forms**	800-452-9310	service@deltadentalnj.com
Explanation of Benefits	800-452-9310	service@deltadentalnj.com
Status of a claim	800-452-9310	service@deltadentalnj.com
Eligibility information	800-452-9310	service@deltadentalnj.com
Benefits information	800-452-9310	service@deltadentalnj.com
Completing the **Claim Form**	800-452-9310	service@deltadentalnj.com
Participating Dentist list	800-452-9310	www.deltadentalnj.com

Please note that all calls to our toll-free number first go through our Interactive Voice Response (**IVR**) system. Information available on the **IVR** includes eligibility, benefits, remaining maximum, **Deductible**, claim payments, and ordering **Claim Forms**. Your question may be answered quicker by the **IVR**, where there is never a wait. You can also use this system to speak with a Customer Service agent during our business hours. Note: A touch-tone phone is required.

Notice of Nondiscrimination and Accessibility Rights

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

We offer free aids and services to provide access to information. This includes information provided in other formats and languages.

If you need a qualified interpreter, information in another language, or information in another format, contact our Customer Service department at 1-800-452-9310 or by email at service@deltadentalnj.com.

TDD Line - a hearing-impaired member can call 1-800-246-1020, Monday through Thursday, 8 a.m. to 6:30 p.m. EST. and Friday 8:00 a.m. to 5:00 p.m. EST and be connected with a TDD machine to also access our Customer Service agents.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, sex, age, or disability, you may file a grievance with Delta Dental's Compliance Office by mail to: Delta Dental of New Jersey, Inc., Compliance Office, PO Box 16354, Little Rock, AR 72231, by phone at (866) 861-4716, or by email to: compliance@deltadentalnj.com.

You can also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights. Information on how to file a civil rights complaint is available at: www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html.

Complaints can be filed electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone to the following:

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

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

Benefit Determination and Appeal Process Summary

Introduction: The United States Department of Labor has adopted regulations governing claim adjudication and appeals for group health plans governed by ERISA. The new claims and appeals procedures apply to all ERISA plans, whether insured ("risk") or self-funded ("ASO" or "ASC").

Below is the Delta Dental of New Jersey, Inc. ("Delta Dental") Benefit Determination and Appeal Process. The procedures apply to ERISA plans. Delta Dental is currently voluntarily applying these procedures to non-ERISA plans whenever feasible.

Applicability: This process applies to all ERISA plans for which Delta Dental provides coverage or administration. Delta Dental has also elected to apply this process to non-ERISA plans for which Delta Dental provides coverage on a risk basis.

Pre-treatment Estimate: This group dental plan **does not require** prior approval of dental services. Nonetheless, you or your treating **Dentist** may request a **Pre-treatment Estimate** to obtain advance information on the plan's possible coverage and benefits for services before they are rendered. Payment, however, is limited to the benefits that are covered under this plan as of the date service is rendered and is subject to any applicable **Deductible**, coinsurance, **Waiting Periods**, annual and lifetime coverage limits as well as this plan's payment policies.

Notice of Adverse Benefit Determination: If a claim is denied in whole or in part, Delta Dental shall notify you and the treating **Dentist** of the denial in writing, by issuing an **Explanation of Benefits** (sometimes referred to as an Adverse Benefit Determination), within 30 days after the claim is filed, unless special circumstances require an extension of time, not exceeding 15 days, for processing. If an extension is necessary, Delta Dental shall notify you and the **Dentist** of the extension and the reason it is necessary within the original 30-day period. If an extension is taken because either you or the **Dentist** did not submit information necessary to decide the claim, the notice of extension shall specifically describe the required information and the claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

Explanation of Benefits Form: This form includes the following information:

- The processing policy or policies (numerical code(s)) stating the specific reason(s) why the claim was denied, including a reference to specific plan provisions on which the denial is based; whether a specific rule, guideline or protocol was relied upon in making the Adverse Benefit Determination and if so, that a copy will be provided free of charge upon request; and a description of any additional information needed in order to perfect the claim as well as the reason why such information is necessary
- Reference in the processing policy or policies to the relevant scientific or clinical judgment, if the Adverse Benefit Determination is related to dental necessity, experimental treatment or other similar exclusion or limitation
- A description of Delta Dental's claim informal appeal and formal appeal processes and the time limits applicable to the processes, including a statement of the your right to bring a civil action under ERISA (if applicable).

Request for Informal Review

If you or the billing **Dentist** disagrees with Delta Dental's Adverse Benefit Determination, either may within sixty (60) days of the mailing date of the Adverse Benefit Determination deliver a request to Delta Dental for informal review of the Adverse Benefit Determination. The request for informal review must be sent to:

Delta Dental of New Jersey, Inc.
Attn: Correspondence Department
P.O. Box 15132
Little Rock, AR 72231

The request for a review must include the following:

- **Dentist's** name
- Office name, address and license number
- Member's name
- Member's I.D. number and date of birth
- Name and date of birth of the **Covered Person** for whom the dental services were provided

- The claim number
- The reason(s) why Delta Dental should change its first decision and the specific decision the responsible party is seeking.
- Any supplemental information or diagnostic materials relevant to the claim in question.

The procedure is also explained on the reverse side of the **Explanation of Benefits** form. Delta Dental will issue its decision on the Informal Review within 60 days after receipt of the Informal Appeal. You are not required to request informal review. Any appeal relating to the original decision or the Informal Appeals decision must be made within 240 days following the mailing date of the original Adverse Benefit Determination.

Request for Appeal of Adverse Benefit Determination: If you disagree with Delta Dental's Adverse Benefit Determination, you may appeal this determination to Delta Dental within 240 days following the mailing date of the original Adverse Benefit Determination. The appeal must be in writing and must state why it is believed that Delta Dental's benefit decision was incorrect. The denial notice, as well as any other documents or information bearing on the claim, should accompany the appeal request. Delta Dental's review of the claim upon appeal will take into account all comments, documents, records or other information submitted by the claimant, regardless of whether such information was submitted or considered in the initial benefit determination.

Delta Dental's Review: The review shall be conducted by a person who is neither the individual who made the initial claim denial nor the subordinate of such individual. If the review is of an Adverse Benefit Determination based in whole or in part on a determination related to dental necessity, experimental treatment or a clinical judgment in applying the terms of the Master Group Contract, Delta Dental shall consult with a **Dentist** who has appropriate training and experience in the pertinent field of dentistry and who is neither the person who made the initial claim denial nor the subordinate of such individual. Delta Dental shall provide upon request of the claimant the name of any dental consultant whose advice was obtained in connection with the claim denial, whether or not that advice was relied upon in making the initial benefit determination.

Notice of Review Decision: Delta Dental shall notify the claimant in writing of its decision on the Formal Appeal within 30 days of its receipt of the appeal, unless it determines that special circumstances require an extension of time for processing as detailed below. In such cases, written notice of the extension shall be furnished to the claimant prior to the end of the initial 30-day period. In no event shall such extension exceed a period of 60 days from the end of the initial 30-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which Delta Dental expects to render the determination on the appeal.

If Delta Dental upholds the Adverse Benefit Determination on appeal, the notice to the claimant shall include the following information:

- The processing policy or policies (numerical code(s)) stating the specific reason(s) for the Adverse Benefit Determination, with reference to specific plan provisions upon which the Adverse Benefit Determination, is based, whether a specific rule, guideline or protocol relied upon in making the Adverse Benefit Determination,, and if so, that a copy will be provided free of charge upon request.
- Reference in the processing policy or policies to the relevant scientific or clinical judgment, if the Adverse Benefit Determination is related to dental necessity, experimental treatment or other similar exclusion or limitation.
- A statement that reasonable access to and copies of all documents, records and other information relevant to the denied claim are available free of charge upon request
- Advice that options for further recourse or for obtaining information may include contacting the state regulatory agency or local U.S. Department of Labor office, or bringing a civil action under ERISA.

Limitations on Legal Action: You must timely file an Adverse Benefit Determination appeal and get Delta Dental's decision as described above before commencing any legal proceeding challenging any Adverse Benefit Determination. In any event, no legal proceeding shall be brought against Delta Dental for any determination once 36 months have passed from the date of when Dental Services were performed.

Health Care Fraud

It is insurance fraud to submit false information to a plan in order to obtain a larger payment than you are entitled to receive. False claims include submitting a claim for a service not actually rendered, misdescribing a service which was rendered, misrepresenting the amount of the fee the **Dentist** charged and intended to collect (including failing to disclose that the **Dentist** will waive all or part of the patient's copayment or coinsurance), or using an incorrect date for the actual rendering of the dental service.

Insurance fraud hurts everyone because it reduces the funds available to pay **bona fide** claims and can result in the termination of benefit plans due to increased costs. It has severe criminal and civil consequences to those who participate in the preparation or submission of such claims. We urge all plan participants to refrain from submitting or participating in the submission of false claims and to contact us at 973-285-4167 if you suspect that a false claim has been submitted.

Frequently Asked Questions

- Do I need to have an assigned **Dentist**?

  No. This plan allows you to be treated by any licensed **Dentist** of your choice. Generally, the least out-of-pocket expense can be achieved by using a **Dentist** who participates with your specific program as indicated in the Description of Programs.

- Is it required to have a **Pre-Treatment Estimate** (pre-determination of benefits)?

  No. Delta Dental does not require you to obtain a **Pre-Treatment Estimate** of benefits prior to treatment. If your **Dentist** indicates the need for treatment with dental charges in excess of $300, we strongly recommended that you request an estimate of dental benefits before receiving the treatment. Both you and your **Dentist** will receive a voucher from Delta Dental showing the estimated payable benefit. It will also indicate your estimated patient responsibility including **Deductible** and coinsurance if applicable. Your **Dentist** needs to complete this voucher and submit it for payment when work has been completed. **Pre-Treatment Estimates** are only estimates and not a guarantee of payment. Payments of the approved services are subject to eligibility and to benefit limitations (e.g., **Benefit Maximum**) at the time services are rendered.

- Do I need an ID card as proof of coverage when I visit a **Dentist**?

  If your sponsor has issued an identification card, you should show it to your **Dentist**. However, it is not required that a **Dentist** see an ID card before rendering treatment. An ID card does not verify active coverage. You or your **Dentist** may obtain your group number, current eligibility and benefit information by contacting Delta Dental at 1-800-452-9310 24 hours a day, 7 days a week or by accessing Delta Dental's on-line Benefit Connection tool at www.deltadentalnj.com.

- What if I have questions about my benefits?

  You can call our Customer Service Department at 1-800-452-9310 and speak to a representative Monday through Thursday, 8 a.m. to 6:30 p.m. EST. and Friday 8:00 a.m. to 5:00 p.m. EST. Also, our **Interactive Voice Response System** (**IVR)** can provide benefit, eligibility, remaining **Benefit Maximum** and **Deductible** information, and history of your recent claims 24 hours a day, 7 days a week along with Delta Dental's on-line Benefit Connection tool.

- How is a claim filed?

  A claim can be submitted in several ways. Your **Dentist** should complete a Delta Dental **Claim Form** or an ADA (American Dental Association) approved form. That form may be transmitted by the dental office electronically or by mail to: Delta Dental of New Jersey, P.O. Box 16354, Little Rock, AR 72231. The **Claim Form** may also be faxed to 1-800-324-7939. When your **Dentist** files claims electronically through his or her computer, no **Claim Form** is required. This method also speeds processing time.

  At your option, you may file a claim directly with us. You may download a **Claim Form** from our web site www.deltadentalnj.com and submit the claim as well. The claim can also be faxed to 1-800-324-7939 or submitted by mail to: Delta Dental of New Jersey, P.O. Box 16354, Little Rock, AR 72231.

  Each individual patient must have his or her own claim filed separately from another family member's claim. Also, each different **Dentist** visited must submit a separate claim. However, an individual **Dentist** may submit a claim for payment and a **Pre-Treatment Estimate** on the same **Claim Form**.

- What must the **Claim Form** contain?

  The claim must contain the treating **Dentist**'s signature and either the **Covered Person**'s signature or a representation from the treating **Dentist** that the **Covered Person** has signed a written authorization for the **Dentist** to submit the claim. The claim must also name the patient, the specified date of service and fee charged, and request approval for payment of a specific treatment, service or product.

- When will Delta Dental communicate its benefit determination?

  Delta Dental will notify you of its benefit determination for urgent care claims as soon as possible but not later than 72 hours after receipt of the claim, providing sufficient information was received. If the claim is not complete, then Delta Dental will notify you or your representative within 48 hours after receipt of the claim.

  Delta Dental will notify you of its benefit determination for post-service claims within a reasonable period of time, but not later than 30 days after receipt of the claim. If Delta Dental needs to extend its decision another 15 days, it will notify you of the reason for the extension and estimated determination date prior to the initial 30-day period.

- What will Delta Dental do if there is an Adverse Benefit Determination?

  If the benefit determination is adverse, Delta Dental will notify you in writing. The notice will specify the reason(s), refer to the specific plan provision, guideline or protocol upon which the determination was based, describe any additional material or information needed for you to complete the claim and explain why such documentation is necessary, and describe the initial appeal process and time limits. In addition, if the Adverse Benefit Determination was based on medical necessity or exclusion for experimental treatment, the notification will either provide an explanation or offer to provide one free of charge upon request.

- Is there a time limit for submitting dental claims?

  Yes. In most cases, you have one full year from the date of service to submit your dental claims. If there is coordination of benefits involved and Delta Dental is not the primary plan, you have one year from the date on which the primary carrier(s) issues a statement of benefits. If the claim is submitted after these time frames, then the services are not covered.

- What can I do if I am dissatisfied with the initial Adverse Benefit Determination?

  You can file a request for informal review within 60 days of the Adverse Benefit Determination. You would send it to:

  Delta Dental of New Jersey, Inc.
  Attn: Correspondence Department
  P.O. Box 15132
  Little Rock, AR 72231

  Your request must include the **Dentist's** name, office name, address and license number, the member's name, member ID number and date of birth, the patient's name, date of birth, the claim number, the reason(s) why Delta Dental should change its initial decision and the specific decision you are seeking, any relevant information or diagnostic materials, and/or a copy of the claim for the determination you are appealing. You must also sign the request.

  The person making the decision at Delta Dental will be a person who did not make the initial determination and who is not the subordinate of the initial reviewer. The decision-maker for a determination based in whole or in part on medical judgment will consult with a health care professional who has training and experience involved in medical judgment and who was not consulted in the earlier determination(s).

If the benefit determination is adverse, the notice will specify the reason(s), refer to the specific plan provision, guide or protocol upon which the determination was based, inform you of your right to receive free of charge, upon request, all relevant documentation, and describe any voluntary, external appeal procedures as well as your right to bring civil (court) action. In addition, if the Adverse Benefit Determination was based on medical necessity or exclusion for experimental treatment, the notification will either provide an explanation or offer to provide one free of charge upon request.

- What can I do if I am dissatisfied with the informal appeal decision?

  You or your **Dentist** must request a formal review in writing within 240 days of receipt of the original Adverse Benefit Determination (whether or not you requested an informal review) and send it to:

  Delta Dental of New Jersey, Inc.
  Attn: Formal Appeals Department
  P.O. Box 15132
  Little Rock, AR 72231

  The request for a formal review must include the **Dentist's** name, office name, address and license number, the member's name, member ID number and date of birth, the patient's name, date of birth, the claim number, the reason(s) why Delta Dental should change its initial decision and the specific decision you are seeking, any relevant information or diagnostic materials, and/or a copy of the claim for the determination you are appealing. You must also sign the request.

  If the **Dentist** is authorized to act on your behalf, he/she must state that and include a DOL authorization form. Delta Dental will notify you in writing of its determination within 72 hours for urgent care claims, and within 30 days for pre- and post-service claims.

- How do eligible children attending college away from home find a **Participating Dentists**?

  A customized list of **Participating Dentists** for a specific geographic location can be obtained by calling 1-800-452-9310. This list will be mailed or can be faxed in case of an emergency situation. Also, listings of **Participating Dentists** throughout the country are available on our web site at www.deltadentalnj.com.

- How is my plan **Benefit Maximum** calculated?

  Your plan's **Benefit Maximum** is payable either based on a **Calendar Year** or a coverage period (determined by your sponsor). All procedures that are paid by Delta Dental will be applied to your plan maximum. If the Master Group Contract provides benefits for orthodontia or other specific benefits such as TMJ coverage, they may have their own separate annual or lifetime limits. In addition, you may have an individual annual maximum or a combined family maximum for all **Covered Persons** under your dental benefit plan.

- If I am not located in the same state as my sponsor's headquarters, where do I call?

  No matter where you are located in the country, you can still call the same toll-free number 1-800-452-9310 to reach our Customer Service Department, Monday through Thursday, 8 a.m. to 6:30 p.m. EST. and Friday 8:00 a.m. to 5:00 p.m. EST. Our **Interactive Voice Response System (IVR)** is available 24 hours a day, 7 days a week.

- What is an **Alternate Treatment Limitation** provision and how does it work?

  The **Alternate Treatment Limitation** provision of the Master Group Contract is applied when there are two dentally acceptable ways to treat a dental condition and both procedures are covered. In such cases your benefit is based on the treatment that costs less. This does not mean that your **Dentist** made a poor recommendation. In fact, you may use Delta Dental's payment towards the treatment you choose. Since Delta Dental's payment is the same no matter which treatment you choose, you may have higher out-of-pocket expenses if you choose the treatment that costs more.

  For more Frequently Asked Question please visit Delta Dental's web site at www.deltadentalnj.com.

Statement of Participants and Beneficiaries' Rights Under ERISA

Plan Sponsor:
Cooper Health Care
1 Cooper Plaza
Camden, NJ 08103
Phone: (609) 342-3056

Plan Administrator:
Cooper Hospital/University Medical Center
1 Cooper Plaza
Camden, NJ 08103
Phone: (609) 342-3056

Agent for Service of Legal Process:
Vice-President of Human Resources
c/o Cooper Health Care
1 Cooper Plaza
Phone: (609) 342-3056

Program Fiscal Year Ends:
Program Benefit Year Ends:
Source of Plan Contribution:
Plan Sponsor's Employer I.D. Number: 22-4314049
Plan Number: 504

As a participant in this Group Dental Health Program, you may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Receive a summary of the plan's annual financial report. Also, unless the plan has fewer than 100 participants, the plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the participants, ERISA imposes duties upon 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have Delta Dental review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you requested materials from the plan and do not receive them within 30 days, you may file suit in 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 if it finds your claim is frivolous.

If you have any questions about this statement or your rights under ERISA, you should contact the plan administrator (see above) or the nearest Area Office of the Pension and Welfare Benefits Administration.

Glossary

Term	Definition
Alternate Treatment Limitation	A provision that allows the benefit determination to be based on an alternative procedure that is generally less expensive than the one provided or proposed. Patient financial liability is dependent upon the treatment chosen.
Amalgam	A silver material used to fill cavities that is placed on the tooth surface that is used for chewing because it is a particularly durable material.
Benefit Maximum	The maximum dollar amount a program will pay toward the cost of dental care incurred by an individual or family in a specified period, usually a **Calendar Year**.
Birthday Rule	A standard used for coordination of benefits stipulating that the primary payor of benefits for dependent children is determined by the parents' birth dates. Regardless of which parent is older, the dental benefits program of the parent whose birthday falls first in a **Calendar Year** is considered primary.
Bitewing	A dental x-ray showing approximately the coronal (crown) halves of the upper and lower jaw.
Booklet	Booklet means this document.
Calendar Year	For benefit determinations based on a **Calendar Year**, this refers to the period of one year beginning with January 1 and ending December 31.
Claim Form	The paper form the **Dentist** must file for reimbursement for services rendered.
COB	Coordination of Benefits. A method of integrating benefits payable under more than one plan.
Completion Date.	The date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.

Composite	White resin material used to fill cavities. It is used primarily because the color more closely resembles the natural tooth than does the color of **Amalgam**.
Consultation	A discussion between the patient and the **Dentist** where the **Dentist** offers professional advice for the proposed **Treatment Plan**.
Covered Person	Means you and your spouse or civil union partner and dependent children who are covered under this program.
Covered Services	The dental services that are listed under the heading "Description of Covered Services." **Covered Services** are eligible for payment of benefits under this **Booklet** subject to applicable limitations and exclusions.
Deductible	The amount of dental expense your group requires you to pay before Delta Dental assumes any liability for payment of benefits. **Deductible** may be an annual or one-time charge, and may vary in amount from program to program.
Delta Dental (Premier®) Participating Dentist	A state-licensed **Dentist** who has a written agreement with Delta Dental to perform services and receive payment under this program.
Delta Dental PPO^{SM} Dentist	A state-licensed **Dentist** who has a written agreement with Delta Dental to perform services and receive payment under this program.
Dentist	A person licensed to practice dentistry by the appropriate authority in the area where the dental service is given.

Explanation of Benefits (EOB)	A statement from Delta Dental that you will receive after Delta Dental processes a claim describing how Delta Dental determined the benefit for the dental services submitted on the claim or stating the information Delta Dental requires before a benefit determination can be made.
General Dentist	A state-licensed **Dentist** who provides a full range of dental services for the entire family.
IVR	Interactive Voice Response system. Information can be accessed by touch- tone telephone 24 hours a day on: eligibility, benefits, claim information, and ordering **Claim Forms**.
NMAC	The **Non-Participating Dentist Maximum Amount Used for Benefit Calculation (NMAC)** is the highest fee as determined by Delta Dental for purposes of calculating the payment amount for services performed by **Non-Participating Dentists**.
Non-Participating Dentist	A state-licensed **Dentist** who does not have a written participation agreement with Delta Dental.
Participating Dentist	A state-licensed **Dentist** who has a written agreement with a Delta Dental Plan to perform services and receive payment under an applicable program. **Delta Dental Participating Dentists** include: **Delta Dental PPO^{SM} Dentists, Delta Dental (Premier®) Participating Dentists**.
PMAC	The **Participating Dentist Maximum Approved Charge (PMAC)** is the highest fee as determined by Delta Dental for purpose of compensating **Delta Dental (Premier®) Participating Dentist** for services.
Pre-Treatment Estimate	Pre-authorized estimate of services detailing payment of allowable benefits.
Prophylaxis	Prevention of disease by removal of calculus, stains, and other extraneous materials from the teeth. The cleaning of the teeth by a **Dentist** or dental hygienist.

Pro-rated	When orthodontic coverage begins after treatment has begun, payments are divided proportionately over the course of the treatment and Delta Dental's payment is based on the portion during which the **Covered Person** has coverage.
Sealant	An adhesive material bonded to the tooth surface to retard decay by shielding the tooth from exposure to the oral environment. This includes preventive resin restorations.
Table of Allowance	A table of the maximum fees which are recognized for benefit purposes by Delta Dental for services rendered by **Dentists.**
Treatment Plan	A written report prepared by a **Dentist** showing the **Dentist**'s recommended treatment of any dental disease, defect, or injury.

Notes:



P. O. Box 16354
Little Rock, AR 72231

800-452-9310

www.deltadentalnj.com

Everyone Deserves Good Oral Health.