



National Point of  
Service (POS)

## Group Dental Plan

### Welcome!



DENCAP Dental Plans stands ready to serve your dental coverage needs!

DENCAP Dental Plans has been providing high quality dental coverage at affordable rates to Michigan groups, individuals, and families since 1984. DENCAP's mission has always been to provide quality dental coverage, access to a large network of highly qualified dentists, and excellent customer care with transparency of pricing. Every facet of our company is shaped around this mission.

We encourage you to take advantage of the benefits included with your coverage to promote good oral health as part of your overall health.

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**Note: Benefits Summary, Exclusions, and Limitations are issued separately.**

# I. DENCAP POS Certificate

DENCAP Dental Plans issues this certificate to you, the subscriber. It is an easy-to-read Benefits Summary. It reflects and is subject to the agreement between DENCAP Dental Plans and the enrolling group.

DENCAP Dental Plans agrees to provide dental benefits as described in this certificate.

We do not consider genetic testing for issuing, renewing, or continuing the policy. We do not discriminate against genetic medical conditions. DENCAP will not ask for or collect genetic information for underwriting. DENCAP utilizes an enrollee's age at the time of policy issuance or renewal as the sole method to calculate an enrollee's age for rating and eligibility purposes.

This document is governed by the laws of the State of Michigan.

Signed:

*Joseph T. Lentine*

President and CEO

DENCAP Dental Plans, Inc.

## II. Selecting a Dentist

You may choose any dentist in the United States. Your out-of-pocket costs are likely to be less if you go to a DENCAP in-network dentist. In-network dentists agree to accept payment according to the POS Dentist Schedule, and, in most cases, this results in a reduction of their fees. Your insurance plan encourages you to choose an in-network dentist as your 'dental home'. You may choose from any dentist in the DENCAP POS Network. This plan is designed to save you the most money and to help reduce your out-of-pocket costs if you select a 'dental home' and go to a POS dentist.

### IN-NETWORK

Contracted amounts by dental procedure according to the POS Dentist Schedule are the full payments you need to make for covered services. If the contracted amount is lower than the fee that they submit, the dentist cannot charge you the difference. **You are responsible for your deductible, co-payments, and/or co-insurance amounts for covered services. Your deductible is waived when you receive services at your selected 'dental home'.**

### OUT-OF-NETWORK

If the dentist you select is not a POS dentist, you will be charged the difference of the maximum allowable amount and the dentist's fee for a service. **You are responsible for your deductible, co-payments, and/or co-insurance amounts, as well as any balance above the maximum approved amount for covered services.**

To verify that a dentist is a participating dentist, visit DENCAP's online dentist directory at [www.dencap.com/find-a-dentist](http://www.dencap.com/find-a-dentist).

## III. Using Your Benefits

To use your plan, follow these steps:

1. Read this certificate and the Benefits Summary carefully so you are familiar with the benefits of your plan.
2. Choose a dentist from the POS network and inform DENCAP of your choice by calling 844.433.6227 or e-mailing at [info@dencap.com](mailto:info@dencap.com). Or – you can choose any dentist in your area that currently accepts new patients.
3. Make an appointment with your dentist and tell them that you have dental coverage with DENCAP. If your dentist is not familiar with your plan or has questions about the plan, have them contact DENCAP by calling 844.433.6227.
4. After you receive your dental treatment, you or the dental office staff will file a claim form. For detailed instructions on filing a claim form, see the section called "Filing a Claim".

## IV. Identification Card

You will receive a DENCAP identification (ID) card and other materials that include information about your plan, effective date, and how to use your benefits.

Please present your ID card when visiting your dentist. Additional ID may be required to verify your identity and eligibility before treatment.

This card shall remain the property of DENCAP and is not transferable. Upon cancelation of the subscriber's policy, this card is void.

If this ID card is lost or stolen, please notify DENCAP right away, you will be issued a new dental ID card within 14 days.

## V. Dental Plan Benefits

### **BENEFIT DETAILS**

Your Benefits Summary details the dental coverage your employer selected. This summary includes the percentage coverage for each class and your plan's annual maximums. If you have not received your Benefits Summary from your employer, you may request one from DENCAP at 313-972-1400 or [info@dencap.com](mailto:info@dencap.com).

### **ESSENTIAL HEALTH BENEFITS (EHB)**

DENCAP follows the rules for Essential Health Benefits (EHB) set by state and federal law. If you qualify for EHB services, you can go to any pediatric dentist without a referral. For any services not covered by EHB, those services are covered under your standard benefit allowances as indicated by your plan's Schedule of Benefits.

### **ORTHODONTIC COVERAGE**

If you or someone in your family started orthodontic treatment with a previous insurance plan through an employer or organization, you might be able to keep that coverage when switching to a DENCAP Dental Plan or when changing from one DENCAP plan to another. To determine your eligibility, you must complete a Continuous Orthodontic Coverage Form and submit to DENCAP for review. The review process usually takes 45 days, and you will be notified once a decision is made. Forms can be found on our website at [dencap.com/general-policies](http://dencap.com/general-policies). For help with completing the form you can call our Customer Service Department at (313) 972-1400.

### **EMERGENCY SERVICES**

Your DENCAP dental plan provides coverage 24 hours a day, 365 days a year. Should you have a dental emergency outside of your dentists' regular business hours, contact your regular dentist first. They have after-hours emergency services in place.

If for any reason you are unable to contact your regular dental office, you may seek emergency services elsewhere. Be sure to complete any follow-up treatment to your emergency services at your regular dental office.

## VI. Member Rights and Responsibilities

As a member of DENCAP, you have rights and responsibilities. Understanding these rights and responsibilities helps you get the most out of your dental benefits.

### MEMBER RIGHTS

Member rights will be honored by all DENCAP staff and affiliated providers. You have the right to:

- Understand information about your dental benefits
- Get required care as described in this document and your Schedule of Benefits
- Be treated with dignity and respect
- Privacy of your health care information as outlined in this document
- Fully join in making decisions about your health care
- Refuse to accept treatment
- Review your dental records and ask that they be corrected or amended
- Request to receive the credentials of providers in the DENCAP network
- Receive all written notices in a culturally and linguistically appropriate manner

### MEMBER RESPONSIBILITIES

You have the responsibility to:

- Know your DENCAP Certificate and all other provided materials
- Call Customer Service with any questions
- Seek services for all non-emergency care through your primary care dentist
- Make and keep appointments with your primary care dentist
- Contact your dentist's office if you need to cancel an appointment
- Pay member co-payment amounts when required, and pay for non-covered benefits
- Notify your dentist of other dental insurance you have in addition to your DENCAP insurance
- Be involved in decisions regarding your health
- Behave in a proper, considerate and truthful manner to providers, their staff, other patients and DENCAP staff
- Tell your employer of address changes, and any changes for your dependent coverage
- Follow your dentist's instructions regarding your care
- Cooperate with DENCAP when coordination is needed between DENCAP and another insurance carrier

## VII. Coordination of Benefits

Coordination of Benefits (COB) is used to pay health care expenses when you are covered by more than one plan. The objective of coordination of benefits is to make sure the combined payments of the plans are no more than your actual bills. You are responsible for notifying your provider about all applicable insurance before receiving services to ensure coverage and coordinated benefits.

When you or your family members are covered by more than one plan, DENCAP follows the Michigan coordination of benefit rules to determine which plan is primary and which is secondary. You must submit your bills to the primary plan first. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your claim or does not pay the full bill, you may then submit the remainder of the bill to the secondary plan.

DENCAP pays for dental care only when you follow its rules and procedures. If these rules conflict with those of another plan, it may be impossible to receive benefits from both plans, and you will be forced to choose which plan to use.

## **PLANS THAT DO NOT COORDINATE**

The following kinds of coverage will not affect DENCAP benefit payments:

- Individual (not group) policies or contracts
- Medicaid
- Group hospital indemnity plans that pay less than \$100 per day
- School accident coverage
- Some supplemental sickness and accident policies

## **HOW DENCAP PAYS AS PRIMARY PLAN**

When DENCAP is primary, it will pay the full benefit allowed by your contract as if you had no other coverage.

## **HOW DENCAP PAYS AS SECONDARY PLAN**

When DENCAP is secondary, its payments will be based on the amount remaining after the primary plan has paid. DENCAP will not pay more than that amount, and it will not pay more than it would have paid as primary.

- DENCAP will pay only for expenses that are covered by DENCAP
- DENCAP will pay only if you have followed all the requirements
- DENCAP will pay no more than the “allowable expenses” for the health care involved. If the allowable expenses are lower than the primary plan’s, DENCAP will use the primary plan’s allowable expenses. This may be less than the actual bill.

## **WHICH PLAN IS PRIMARY?**

To decide which plan is primary, DENCAP will consider both the coordination provisions of the other plan and which member of your family is involved in a claim. The primary plan will be determined by the first of the following rules that applies:

### **1. Non-coordinating Plan**

If you have another group plan that does not coordinate benefits, it will always be primary.

### **2. Employee**

The plan that covers you as an employee (neither laid-off nor retired) is always primary.

### **3. Children (Parents Divorced or Separated)**

If a court order makes one parent responsible for health care expenses, that parent’s plan is primary. If a court order gives joint custody and does not mention health care, DENCAP follows the Birthday Rule. If neither of those rules apply, the order will be determined in accordance with the Michigan Department of Insurance and Financial Services rule on Coordination of Benefits.

### **4. Children and the Birthday Rule**

When your Children’s health care expenses are involved, DENCAP follows the Birthday Rule. Under this rule, the plan of the parent with the first birthday in a calendar year is always primary for the children. If your birthday is in January and your spouse’s birthday is in March, your plan will be primary for all your children. However, if your spouse’s plan has some other coordination rule (for example, a “gender rule” that says the father’s plan is always primary), DENCAP will follow the rules of that plan.

### **5. Other Situations**

For all other situations not described above, the order of benefits will be determined in accordance with the Michigan Department of Insurance and Financial Services rule on Coordination of Benefits. If the plans cannot agree on the order of benefits within 30 calendar days after receiving all information needed to pay the claim, the plans will pay in equal parts and determine their responsibilities following payment. Neither plan will be responsible for more than it would have paid if it were the primary plan.

## VIII. Claims Payment

DENCAP will pay claims according to the Benefits Summary. If a claim is submitted by the dentist, DENCAP will pay the dentist directly. Should the subscriber pay for services and submit a claim with proof of payment, the subscriber will be reimbursed. The subscriber will be responsible for any difference between DENCAP's payment and the maximum approved amount.

You are responsible for the following:

- Your deductible, co-payments and/or co-insurance amounts for covered services
- Any applicable balance above the maximum approved amount for covered services received at an out of network dentist
- All non-covered services

### IN-NETWORK DENTIST

If the Dentist is a participating provider, DENCAP will base payment on the lesser of:

- a. The submitted amount
- b. The participating dentist fee schedule

### OUT-OF-NETWORK DENTIST

If the Dentist does not participate in DENCAP POS, DENCAP will base payment on the lesser of:

- a. The submitted amount
- b. The non-participating dentist fee
- c. The maximum approved amount

### DENIED CLAIMS

If your claim is denied, you will receive a letter from DENCAP called an Adverse Determination Notice by mail.

An Adverse Determination letter will:

- Explain the reason for denial
- Refer to the part of the plan on which the denial is based
- Provide the claim appeal procedure

DENCAP will provide this notice within 45 days of the claim denial. If you believe that your claim should have been paid, you may appeal the decision. See "Appeals" section for additional information.

If your claim cannot be processed and additional information is needed, we will notify you and/or the provider within 45 days and assume a one-time extension not longer than 15 days.

Once you receive notice, you have 15 days to send us the information. DENCAP will determine the claim status within 15 days of receiving the needed information.

- If the claim meets plan benefit coverage, the claim will be approved and will be processed within 15 days from the date we approve the claim.
- If the claim is denied OR if the additional information requested is not received, the claim will not be paid.

## IX. Filing a Claim

You or your dentist must file a claim for benefits within 1 year of the date that dental services were completed.

### FILING A CLAIM FOR DIRECT REIMBURSEMENT

It is required to complete a form to be reimbursed for services. Forms can be downloaded from our website at [dencap.com/general-policies](http://dencap.com/general-policies).

The form requires you to provide:

- a. The subscriber's full name and address
- b. The subscriber's Member ID number
- c. The name and date of birth of the person receiving dental care
- d. The name and address of the provider of the service(s), and their NPI number
- e. Itemized bill which includes the ADA approved CDT codes or detailed description of each charge. If you have already paid for services, include all paid receipts.
- f. A statement indicating whether you are or are not covered under another health or dental insurance plan or program. If you are enrolled for other coverage, you must include the names of the other carriers.

If you would like to be mailed a reimbursement form or help completing the form, call DENCAP at 313-972-1400.

Subscribers may mail the completed form to:

Claims Department  
DENCAP Dental Plans  
P.O. Box 2548  
Detroit, MI 48202

-or-

Fax number: 313-972-4662

Providers may submit claims through electronic data transfer using PAYOR code: "DPLAN."

Providers can also mail claims to DENCAP Dental Plans, P.O. Box 2548, Detroit, MI 48202.

Prior approval is not required for claims. A claim filed after 12 months of the date of dental services may be denied.

## X. Appeals, Complaints, Grievances

DENCAP wants to make sure all members receive good oral care. A special team called the Quality Assurance (QA) Committee reviews dental care to make sure it meets the right standards. This team also reviews any Appeals and Grievances.

If you disagree with the decision that DENCAP has made about your claim, have the right to file an appeal.

### APPEALS

The Dental Director or another qualified person(s) will review your claim appeal. The person who reviews the appeal will not be the same as, or work for, the person(s) who made the original decision. They will review the information you have provided, as if they are deciding on the claim for the first time.

Upon request and free of charge, you have the right to copies of all documents, records, and other information relevant to your claim for benefits.

The Dental Director or qualified person(s) will make their decision within 60 days of receiving your request for the review of our original decision. If the claim appeal is approved, we will send you a letter indicating that the claim will be processed and paid. If the claim appeal is denied (in whole or in part) you will be notified in writing. The notice of the adverse determination will:

- a. Inform you of the specific reason(s) for the denial
- b. List the reason(s)
- c. Contain a description of any additional information or material that is needed to decide on the claim and an explanation why such information is needed
- d. Reference any internal rule or guideline that was relied on in making the decision
- e. Contain a statement that you are entitled to receive, upon request and at no cost, reasonable access to the information relevant to the denied claim

Submit your appeal to:

Appeals

DENCAP Dental Plans

P.O. Box 2548

Detroit, MI 48202

-or-

Fax number: 844.919.1601

## **FILING TIME PERIOD**

You have 60 days from the date of notice of adverse benefit determination to file an appeal with DENCAP. You may request a reasonable extension if required.

## **GRIEVANCE PROCESS**

If you are not satisfied with the care received from your provider and you have been unable to resolve the concern by contacting your dentist directly, please contact DENCAP customer service by calling 844.919.1601 or writing to [info@dencap.com](mailto:info@dencap.com) to submit an Internal Informal Grievance. If we are unable to resolve your concern to your satisfaction, you have the right to submit a Formal Grievance by following the steps listed below. A Subscriber has 180 days from the date of discovery of the incident to file a grievance.

### **FILING A GRIEVANCE**

Submit in writing to DENCAP a detailed account of your concern, any supporting documentation, and a proposed resolution. Your grievance must include the Subscriber's name and member ID number. Send notice to DENCAP at:

Member Grievance

DENCAP Dental Plans, Inc.

45 E. Milwaukee Street

Detroit, MI 48202

Upon receipt of your grievance, the DENCAP QA committee will promptly and fully review the matter and address your concerns. Within (seven) 7 business days DENCAP will provide written acknowledgement of receipt of the Grievance. You can ask to present your grievance in person. If you would like to present your grievance in person, you must indicate that in your written request and DENCAP will contact you to set up a meeting date and time.

A decision will be made within 30 business days, and DENCAP will provide you with written notice.

If DENCAP requires additional information from you or the dental provider to make a final decision, an extension of not more than ten (10) business days may be added to the time in which DENCAP has to respond. If after 10 business days the additional information is not provided, DENCAP will make a final determination to close the grievance.

You have a right to request a review of an adverse determination by the Department of Insurance and Financial Services (DIFS) or their designee or by an independent review organization under the Patient's Right to Independent Review Act (PRIRA) within 127 days after receipt of the determination.

The address and phone number for filing a grievance due to adverse determination at the State of Michigan is:

Department of Insurance and Financial Services  
Office of General Counsel / Health Care Appeals Section  
P.O. Box 30220  
Lansing, Michigan 48909-7720

A subscriber has the right to submit additional information along with the forms used to process an external review.

Forms needed to start the external grievance procedure are also available through the website of <https://difs.state.mi.us/Complaints/ExternalReview.aspx>, by email at [DIFSComplaints@michigan.gov](mailto:DIFSComplaints@michigan.gov), or through their toll-free number of 877.999.6442

### **PROMPT RESOLUTION**

If the nature of the grievance requires prompt resolution, or related to a dental emergency, you should call or email DENCAP immediately.

Your grievance will be expedited, and a determination will be made by DENCAP not later than 72 hours after receipt.

### **RECORDS**

DENCAP shall keep all information and dental records confidential. Information and records shall be maintained to the extent and degree professionally required. Grievance and appeal case records are retained for a period of no less than two (2) years, kept on file electronically at DENCAP. Records can be made available upon request by the appropriate parties. Grievance and appeal case files are summarized, reviewed, and are reported in our quarterly Quality Assurance Grievance Committee (QAGC) minutes. QAGC minutes are filed with the director annually.

We will make a subscriber or enrolled dependent's records available for inspection and review by you and those persons you authorize. Copies shall be made available for inspection and review to the extent legally and professionally ethical.

DENCAP protects patient health information according to HIPAA legislation. A copy of the DENCAP Dental Plans Notice of Privacy Practices is available by contacting DENCAP: 844.433.6227, or by email at [info@dencap.com](mailto:info@dencap.com).

## **XI. Cancellation of Coverage**

Your coverage is guaranteed to be renewable. However, DENCAP reserves the right to reject reinstatement of coverage for any of the reasons noted below.

Your DENCAP coverage may be automatically canceled:

- When your employer or organization advises DENCAP to cancel your coverage
- The employer or organization cancels coverage with DENCAP
- Your employer or organization has failed to pay DENCAP
- If DENCAP learns of any fraud or misrepresentation by the subscriber, agent, or the group

DENCAP will not continue eligibility for any person covered under this plan beyond the eligibility cancellation date requested by the enrolling group. A person whose eligibility is canceled may not continue coverage under this contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or comparable, non-preempted state law. See Continuation of Coverage, Section XII.

In the case of cancellation due to fraud or misrepresentation (rescission), DENCAP will issue a notice of cancellation to the enrolling group 30 days prior to ending coverage.

### **SUBSCRIBER or GROUP CANCELTION**

A group or agent must submit cancellations to DENCAP by the 10th of the month if the group or a subscriber of the group cancels coverage. All cancellations must be submitted to DENCAP in writing via e-mail, fax, or mail. Retroactive cancellations are allowed for up to 90 days. The subscriber is responsible to pay for any dental services he/she receives during a period of inactive coverage.

### **PAYMENT OF GROUP PREMIUMS**

The group or agent will make payments on behalf of the subscriber. Premiums are payable monthly in advance of coverage. A 14-day grace period will be allowed during which the coverage will remain in place. If a group or agent fails to make payment, the insurance will terminate at the end of the grace period with notice to the group. DENCAP will accept premium payment from the group after the expiration of the grace period up to 60 days post cancellation date with no lapse in coverage.

### **LOSS OF ELIGIBILITY DURING TREATMENT**

If a person loses eligibility while receiving dental treatment, only services received while that person was covered under the plan will be covered.

Certain services which began before the loss of eligibility may be covered if they are completed within a 60-day period from the date of termination. In those cases, DENCAP evaluates those services in progress to determine what portion may be paid by DENCAP.

## **XII. Continuation of Coverage**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that you, and/or your eligible dependents have the right in certain circumstances to continue in the dental plan, at your expense, beyond the time coverage would normally end.

If you believe you are entitled to continue coverage, you should contact your employer to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 (ERISA).

## **XIII. General Policies**

### **Change of Status**

You must notify your Employer of any event that changes the status of an eligible dependent. Events that can affect the status of an eligible dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

### **Assignment**

Subscriber: Services and/or benefit payments to eligible people are for the personal benefit of those people and cannot be transferred or assigned.

Enrolling Group: Either party may assign this contract with 30 days written notice to the other party.

### **Subrogation**

A legal right held by DENCAP to legally pursue a third party to recover a claim paid to the subscriber.

### **Reimbursement**

If you or your eligible dependent recovers damages from any party or through any coverage named above, you must reimburse DENCAP from that recovery to the extent of payments made under the plan.

### **Entire Policy**

The policy issued to the enrolling group, including the Certificate of Coverage, the enrollment application, amendments and riders, constitute the entire policy. All statements made by the enrolling group or by a subscriber shall be deemed to be true at the time of their submission.

### **Limitation of Action**

You do not have the right to bring any legal proceeding or action against DENCAP without first completing the complaint procedure found in the section entitled "Appeals, Complaints, Grievances". If you do not bring legal proceedings or action against DENCAP within 3 years of the date DENCAP notified you of its final decision; you give up your right to bring any action against DENCAP.

### **Term of Agreement and Renewal**

The term of agreement is 12 months from the group's effective date unless otherwise specified. The agreement shall automatically renew month to month. Either the Employer or DENCAP can cancel coverage by giving at least 30 days written notice.

### **Amendments and Alterations**

Amendments to the policy are effective upon 30 days' written notice to the enrolling group. Riders are effective on the date specified by DENCAP. No change will be made to the policy unless it is made by an amendment or by a rider that is signed by an officer of DENCAP. No agent has authority to change the policy or to waive any of its parts.

### **Relationship Between Parties**

The relationships between DENCAP and its providers and the relationship between DENCAP and its enrolling groups, are solely contractual relationships between independent contractors. Providers and enrolling groups are not agents or employees of DENCAP. DENCAP or any employee of DENCAP are not agents or employees of providers or enrolling groups.

The relationship between a provider and any subscriber is that of dentist and patient. The provider is solely responsible for the services rendered to any subscriber.

The relationship between the enrolling group and subscribers is that of employer and employee, dependent or other coverage classification as defined in the policy. The enrolling group is solely responsible for:

- Enrollment
- Coverage classification changes
- Cancellation of a Subscriber's coverage
- Timely payment for the Policy
- Notifying Subscribers of the cancellation of the Policy

### **Records**

You must furnish DENCAP with all reasonable information and proof regarding any matters pertaining to the policy.

By accepting coverage under the policy, you authorize and direct any person or institution that has provided services to you, to furnish DENCAP all information and records or copies of records relating to the services provided to you. DENCAP has the right to request this information at any reasonable time. This applies to all subscribers, including eligible dependents whether they have signed the subscriber's enrollment form or not.

DENCAP agrees that such information and records is considered confidential. DENCAP has the right to release all records concerning dental care services which are necessary to administer the terms of the policy or for appropriate review or quality assessment.

DENCAP is permitted to charge you reasonable fees to cover costs for providing dental records or forms that you have requested.

In some cases, DENCAP will designate other persons or entities to request records or information from or related to you and to release those records as necessary. DENCAP's designees have the same rights to this information, as does DENCAP.

During and after the term of the policy, DENCAP and its related entities may use and transfer the information gathered under the policy for research and analytic purposes.

### **ERISA**

When the policy is purchased by the enrolling group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act 29 U.S.C. §1001 et seq., DENCAP is not the plan administrator or named fiduciary of the welfare plan, as those terms are used in ERISA.

### **Examination of Subscribers**

In the event of a question or dispute concerning coverage for dental services, DENCAP may require that a dentist, acceptable to DENCAP, examine you at DENCAP's expense.

### **Clerical Error**

If a clerical error or other mistake occurs, that error shall not deprive you of coverage under the policy. A clerical error also does not create a right to benefits.

### **Notice**

When DENCAP provides written notice of the policy to an agent or authorized representative of the enrolling group, it is deemed notice to all affected subscribers and their enrolled dependents. The enrolling group is responsible for giving notice to subscribers.

### **Workers' Compensation Not Affected**

The coverage provided under the policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

### **Statute Compliance**

Any part of the policy which, on its effective date, conflicts with the requirements of state or federal statutes or regulations (of the jurisdiction in which delivered) is hereby amended to conform to the minimum requirements of such statutes and regulations.

### **Non-Liability**

A subscriber may, for personal or religious reasons, refuse to accept procedures or treatment recommended as medically necessary by his or her dentist. In some situations, such refusal may be regarded as a barrier to the dentist-patient relationship or to the delivery of the appropriate care.

The subscriber will be advised if the dentist believes that no acceptable alternative treatment exists. If the subscriber continues to refuse the treatment or procedure, the dentist is relieved of further responsibility to provide care for the condition which requires treatment. Further, DENCAP will have no obligation to provide coverage for treatment of the condition.

## **XIV. Definitions**

### **ADA**

An abbreviation for the American Dental Association.

### **ADVERSE DETERMINATION**

A decision made by the insurance company to deny, reduce, or refuse to pay (in whole or in part) a benefit. Decisions may be based on eligibility, plan limitations and exclusions, medical necessity, or utilization review.

### **ANNUAL MAXIMUM**

The maximum dollar amount DENCAP will pay for care in a 12-month period. (See the Benefits Summary.)

### **APPEAL**

A subscriber's written disagreement with the payment your insurance made to a provider for services or treatment.

### **BALANCE BILLING**

When a dental provider bills an employee for the difference between their charge and the carrier's regional discounted rate.

### **BENEFIT**

The amount a plan pays for a dental procedure or service.

### **BENEFITS SUMMARY**

A description of your dental plan. If the information in the Benefits Summary is different from your Certificate of Coverage, the Benefits Summary applies.

### **CDT**

An abbreviation for Current Dental Terminology.

### **CERTIFICATE**

This document. DENCAP will provide dental benefits as described in this certificate. Any changes to this certificate will be based on changes to the plan.

### **COBRA**

Federal legislation regarding the continuation of health benefits for all types of employee benefits plans provided by the employer.

### **CO-INSURANCE**

As provided by your plan, the percentage of the charge, if any, that you will have to pay for covered services.

### **CO-PAYMENT**

As provided by your plan, a fixed dollar amount that an employee must pay at the time service is rendered.

### **COVERED SERVICES/COVERAGE**

The unique benefits selected in your plan. The Benefits Summary lists the covered services provided by your plan.

### **DEDUCTIBLE**

The amount a person and/or a family must pay toward covered services before DENCAP begins paying for services. The Benefits Summary lists the deductible that applies to you, if any.

### **DENCAP**

DENCAP Dental Plans, a state-licensed dental insurance company that provides dental service benefits.

### **DENTIST**

A person licensed to practice dentistry in the state or country in which dental services are provided.

### **DENCAP POS Dentist or Participating Dentist**

A dentist who has agreed to participate in the DENCAP POS. POS dentists agree to accept DENCAP's approved fee as payment in full for covered services.

### **Out-of-Network Dentist**

A dentist who has not agreed to participate in DENCAP POS. The dentist may charge you directly for services received.

## **ELIGIBLE DEPENDENT**

Your legal dependent as determined by the enrolling group. Contact the group for information about your plan's rules for dependent eligibility.

## **ENROLLING GROUP**

Your employer or organization.

## **EXCLUSIONS**

Specific conditions, services or treatments for which a plan will not provide coverage. The Benefits Summary lists the exclusions that apply to you, if any.

## **HIPAA**

Health Insurance Portability and Accountability Act.

## **GRIEVANCE**

A complaint about your care.

## **MAXIMUM APPROVED AMOUNT**

The amount that DENCAP will pay for a service or treatment. A balance meets maximum approved amount if it is the lowest of:

- The Submitted Amount
- The Contracted Amount
- The lowest fee regularly charged by an individual dentist
- The maximum fee that the local DENCAP Plan approves for a given procedure in each region and/or specialty, under normal circumstances. DENCAP may also approve a fee under unusual circumstances. Participating dentists are not allowed to charge more than the maximum approved amount for the covered service. In all cases, DENCAP will make the final determination about what is the maximum approved amount for the covered service.

## **OUT-OF-NETWORK DENTIST FEE**

The maximum fee allowed per procedure for services rendered by a non-participating dentist.

## **POLICY**

The benefit that DENCAP provides. The Certificate of Coverage, the enrolling group's application, amendments and riders, constitute the entire policy. All statements made by the enrolling group or by a subscriber shall be assumed true at the time of their submission.

## **POS DENTIST SCHEDULE**

A list of procedures that include the maximum approved amount per procedure for services.

## **POS NETWORK**

A provider network that is contracted to accept lower costs for dental care. These lower costs save you money when you see an in-network, POS dentist.

## **PREMIUM**

Monthly amount due to DENCAP to maintain coverage.

## **PROVIDER**

The dentist, the employer of the dentist, and employees who assist in providing dental services.

## **SUBMITTED AMOUNT OR SUBMITTED FEE**

The fee a dentist bills to DENCAP for a specific treatment.

## **SUBSCRIBER**

You, when your employer notifies DENCAP that you are eligible to receive dental benefits under your employer's or organization's plan.