



Renaissance<sup>SM</sup>

Life & Health Insurance Company of America

## Renaissance Ohio Group Dental Certificate

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOUR OR YOUR FAMILY.

P.O. Box 1596 • Indianapolis, IN 46206 • 1-866-569-8654 • [www.RenaissanceDental.com](http://www.RenaissanceDental.com)

# RENAISSANCE OHIO GROUP DENTAL CERTIFICATE

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Important Cancellation Information – Please Read Section X Entitled, “Termination of Coverage”

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company. Title II NCAC 12.0843 and Section 17.E.**

NOTE: This Group Dental Certificate should be read in conjunction with the Summary of Dental Plan Benefits that is provided with the Certificate. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. Your group dental plan is a legal contract between the Policyholder and Renaissance Life & Health Insurance Company of America (“RLHICA”).

**READ YOUR GROUP DENTAL CERTIFICATE CAREFULLY**

**Renaissance Life & Health Insurance Company of America**  
**Renaissance Group Dental Preferred Provider Certificate**  
**Summary of Dental Plan Benefits**  
**For Group # 3305 – Max Choice PLUS Plan**  
**World Travelers of America, Inc.**

This Summary of Dental Plan Benefits is part of, and should be read in conjunction with your Group Dental Certificate. Your Group Dental Certificate will provide you with additional information about your RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA (“RLHICA”) coverage, including information about exclusions and limitations.

**Benefit Year is based on the member’s eligibility effective date**

Covered Services	In-Network		Out-of-Network	
	RLHICA Pays	You Pay	RLHICA Pays	You Pay
<b>Diagnostic And Preventive Services</b>	1st Year / 2 <sup>nd</sup> Year / 3 <sup>rd</sup> Year		1 <sup>st</sup> Year / 2 <sup>nd</sup> Year / 3 <sup>rd</sup> Year	
<b>Diagnostic and Preventive Services</b> - Used to evaluate existing conditions and/or to prevent dental abnormalities or disease (includes exams and cleanings)	100% / 100% / 100%	0% / 0% / 0%	100% / 100% / 100%	0% / 0% / 0%
<b>Brush Biopsy</b> – Used to detect oral cancer	100% / 100% / 100%	0% / 0% / 0%	100% / 100% / 100%	0% / 0% / 0%
<b>Basic Services</b>				
<b>Fluoride Treatment</b> - topical application of fluoride	40% / 60% / 80%	60% / 40% / 20%	40% / 60% / 80%	60% / 40% / 20%
<b>Bitewing Radiographs</b> - bitewing X-rays	40% / 60% / 80%	60% / 40% / 20%	40% / 60% / 80%	60% / 40% / 20%
<b>Emergency Palliative Treatment</b> - Used to temporarily relieve pain	40% / 60% / 80%	60% / 40% / 20%	40% / 60% / 80%	60% / 40% / 20%
<b>Minor Restorative Services</b> – Used to repair teeth damaged by disease or injury (for example, silver fillings and white fillings)	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Sealants</b> – Sealants for the occlusal surface of first and second permanent molars	40% / 60% / 80%	60% / 40% / 20%	40% / 60% / 80%	60% / 40% / 20%
<b>Radiographs/Diagnostic Imaging/Diagnostic Casts</b> - X-rays as required for routine care or as necessary for the diagnosis of a specific condition	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Major Services</b>				
<b>Simple Extractions</b> – Simple extractions including local anesthesia, suturing, if needed and routine post-operative care	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Space Maintenance</b> – To prevent tooth movement	40% / 60% / 80%	60% / 40% / 20%	40% / 60% / 80%	60% / 40% / 20%
<b>Periodontal Maintenance</b> – Periodontal maintenance following active periodontal therapy	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>After-Hours Visits</b> – Services performed by a dentist during after-hours visits	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Oral Surgery Services</b> – Extractions and dental surgery, including local anesthesia, suturing, if needed, and routine post-operative care	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Endodontic Services</b> – Used to treat teeth with diseased or damaged nerves (for example, root canals)	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Periodontic Services</b> – Used to treat diseases of the gums and supporting structures of the teeth	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Major Restorative Services</b> – Used when teeth can't be restored with another filling material (for example, crowns)	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Prosthodontic Services</b> – Used to replace missing natural teeth (for example, bridges, endosteal implants, partial dentures, and complete dentures)	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Relines and Repairs</b> – Relines and repairs to fixed bridges, partial dentures, and complete dentures	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Other Major Services</b> – Occlusal guards, and limited occlusal adjustments	20% / 40% / 50%	80% / 60% / 50%	20% / 40% / 50%	80% / 60% / 50%
<b>Orthodontic Services</b>				
<b>Orthodontic Services</b> – Services, treatment, and procedures to correct malposed teeth (for example, braces) including Orthodontic Services for Children to the age of 19	10% / 25% / 50%	90% / 75% / 50%	10% / 25% / 50%	90% / 75% / 50%

**Method of Payment** – For services rendered or items provided by an In-Network Dentist, the Allowed Amount is a pre-negotiated fee that the provider has agreed to accept as payment in full. For services rendered or items provided by an Out-of-Network Dentist, RLHICA determines the Allowed Amount using statistically valid claims data submitted to RLHICA and its affiliates which show the most frequently charged fees by providers in the same geographic areas for comparable services or supplies. The claims data and fees are updated periodically using the most current codes and nomenclature developed and maintained by the American Dental Association. RLHICA will base Benefits on the lesser of the Submitted Amount and the Allowed Amount. If the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you are not only responsible for paying the Dentist that percentage listed in the “You Pay” column, but are also responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

**Maximum Payment** – \$1,000 yr 1 / \$2,000 yr 2 / \$3,000 yr 3 per person per Benefit Year on Diagnostic and Preventive, Basic, and Major Services collectively.

\$ 1,200 per person per lifetime on Orthodontic Services.

**Deductible:**

**In-Network:** \$50 Deductible per person per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year on Basic and Major Services. The Deductible does not apply to Diagnostic and Preventive Services or Orthodontic Services.

**Out-of-Network:** \$50 Deductible per person per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to Orthodontic Services.

**Waiting Period** - All members (and their Eligible Dependents, if covered above) will be eligible for enrollment on the next available effective date.

**Eligibility (Certificate Holder and Eligible Dependents)** – All due-paying members in good standing and all individuals who are eligible for and elect Continuation Coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 or similar applicable state law. (“COBRA”)

Where two Certificate Holders are eligible under the same group and are legally married to each other, they will be enrolled under one application and will receive Benefits under a single Certificate without coordination of benefits under the RLHICA Policy.

Also eligible are your Legal Spouse, your dependent unmarried Children who have not yet reached their 26<sup>th</sup> birthday, if the Child is dependent upon you for support.

The entire cost of coverage for a Certificate Holder and an Eligible Dependent(s) is paid by the Certificate Holder.

Benefits will cease on the last day of the month in which your coverage is terminated, subject to all applicable laws or regulations.

**PLEASE NOTE: RLHICA recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment.**

## **I. Renaissance Group Dental Certificate**

RLHICA issues this Renaissance Group Dental Certificate to you, the Certificate Holder. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to the agreement between RLHICA and your employer or organization (the "Policyholder").

The Benefits provided under This Plan may change if any state or federal laws change.

RLHICA agrees to provide Benefits as described in this Certificate.

All the provisions in the following pages, read in conjunction with the Summary of Dental Plan Benefits and all attachments and addendums, form a part of this document as fully as if they were stated over the signature below.

**IN WITNESS WHEREOF**, this Certificate is executed by an authorized officer of RLHICA.



Robert P. Mulligan  
President and CEO

### **Home Office:**

**RENAISSANCE LIFE & HEALTH INSURANCE  
COMPANY OF AMERICA**

**Attn: Renaissance Administration**  
P.O. Box 30381  
Lansing, Michigan 48909-7881

Administrative Direct Line: 1-800-745-7509  
Customer Service Direct Line: 1-866-569-8654

## **II. Definitions**

### **Adverse Benefit Determination**

Means any denial, reduction or termination of the Benefits for which you filed a claim or a failure to provide or to make payment (in whole or in part) of the Benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

### **Allowed Amount**

Means the maximum dollar amount upon which RLHICA will base Benefits. RLHICA determines the Allowed Amount using statistically valid claims data submitted to RLHICA and its affiliates which show the most frequently charged fees by providers in the same geographic areas for comparable services or supplies. The claims data and fees are updated periodically using the most current codes and nomenclature developed and maintained by the American Dental Association. (This definition is only applicable if the Allowed Amount method for Benefits is shown in the Summary of Dental Plan Benefits Section).

### **Benefit Year**

Means the calendar year, unless your employer or organization elects the Policy Year to serve as the Benefit Year. The Benefit Year is specified in the Summary of Dental Plan Benefits Section.

### **Benefits**

Means payment for Covered Services.

### **Certificate**

Means this document. RLHICA will provide dental Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the Policy. Changes to the Certificate will be in the Summary of Dental Plan Benefits Section.

### **Certificate Holder**

Means you, when your employer or organization certifies to RLHICA that you are eligible to receive Benefits under This Plan.

## **Child(ren)**

Means your natural children, stepchildren, adopted children, foster children or children by virtue of legal guardianship during the waiting period for legal adoption or guardianship who are or meet one of the following:

- Your unmarried child(ren) who has not yet reached his or her 26<sup>th</sup> birthday; or,
- Your unmarried child(ren) who: (a) is under the age of 26; (b) is a resident of the same state as the you and is a full-time student; and (c) does not have coverage, other than coverage as a dependent, under another dental insurance Plan; or,
- Your unmarried child(ren) or the child(ren) of your Legal Spouse if, pursuant to a court decree you or your Legal Spouse is financially responsible for the dental care of the child; or
- Your unmarried child(ren) who has reached the end of the calendar year of his or her 26<sup>th</sup> birthday and is both (a) incapable of self-sustaining employment by reason of a mental or physical condition and (b) chiefly dependent upon you for support and maintenance. In the event that RLHICA denies a claim for the reason that the child has attained the Limiting Age for dependent children, you have the burden of establishing that the child continues to meet the two criteria specified above. If requested by RLHICA, you must submit medical reports confirming that the child meets the two criteria specified above.

## **Coinsurance**

Means the percentage of the Allowed Amount for Covered Services that you will have to pay toward treatment.

## **Completion Dates**

Means the date that treatment is complete. Treatment is complete:

- for dentures and partial dentures, on the delivery date;
- for crowns and bridgework, on the permanent cementation date;
- for root canals and periodontal treatment, on the date of the final procedure that completes treatment.

## **Copayment**

Means the dollar amount you must pay toward treatment.

## **Covered Services**

Means the unique dental services selected for coverage by your employer or organization under This Plan. The Summary of Dental Plan Benefits Section lists your Covered Services.

## **Deductible**

Means the amount an individual and/or a family must pay toward Covered Services before RLHICA begins paying for those services. The Summary of Dental Plan Benefits Section lists the Deductible that applies to you, if any.

## **Dentist**

Means a person licensed to practice dentistry in the state or jurisdiction in which dental services are rendered.

## **Eligible Dependent**

Means (a) your Legal Spouse; (b) your Child(ren); and (c) any other dependents who meet the criteria for eligibility set forth in the Summary of Dental Plan Benefits Section. If dependent coverage has been selected, it will be indicated in the Summary of Dental Plan Benefits Section.

## **Legal Spouse**

Means a person who is any of the following: (a) your spouse through a marriage legally recognized by the State in which the Policy was issued; (b) your partner through a civil union legally recognized by the State in which the Policy was issued.

## **Limiting Age**

Means the age at which a Child of yours is no longer eligible for Benefits under This Plan pursuant to the definition of Child above.

## **Maximum Payment**

Means the maximum dollar amount RLHICA will pay in any Benefit Year or lifetime for Covered Services. (See the Summary of Dental Plan Benefits Section.)

## **Open Enrollment Period**

Means the period of time during which an eligible person as indicated in the Summary of Dental Plan Benefits Section may enroll or be enrolled to receive Benefits.

## **Policy**

Means the insurance contract for the provision of Benefits to you and your Eligible Dependents between RLHICA and your employer or organization.

## **Policy Year**

Means the 12 month period beginning on the first Effective Date of the Policy and each 12 month renewal period thereafter.

## **Predetermination**

Means a voluntary and optional process where, at the request of you, your Eligible Dependent or Dentist, RLHICA issues a written estimate of dental benefits which may be available for a proposed dental service under the terms of your coverage.

Predetermination is provided for informational purposes only and is not required in advance of obtaining dental care or as a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Predetermination notice is determined based on the benefits available for you or your Eligible Dependent on the date the notice is issued, and is not a guarantee of future dental benefits payment.

Availability of dental benefits at the time a dental service is completed depends on factors such as, but not limited to, eligibility for Benefits, annual or lifetime Maximum Payments, coordination of benefits, Policy and Dentist status, Policy limitations and other provisions. A request for a Predetermination is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

## **RLHICA**

Means Renaissance Life & Health Insurance Company of America.

## **Submitted Amount**

Means the fee a Dentist bills to RLHICA for a specific service or item.

## **Summary of Dental Plan Benefits**

Means a list of the specific provisions of This Plan and is a part of this Certificate.

## **Table of Allowances**

Means the maximum amount allowed per procedure as determined by your employer or organization and RLHICA. (If the Table of Allowances method for Benefits has been selected by your employer or organization, it will be reflected in the Summary of Dental Plan Benefits Section).

## **This Plan**

Means the dental coverage as provided for you and your Eligible Dependents pursuant to this Certificate.

### **III. General Eligibility Rules**

- A.** You are not eligible for Benefits unless you are either currently enrolled in This Plan or currently listed as an Eligible Dependent.
- B.** Effective Date of Eligibility
  - 1. **Initial Effective Date:** All Certificate Holders and Eligible Dependents on the Effective Date of the Policy are immediately eligible for Benefits.
  - 2. **After the initial Effective Date:** For all Certificate Holders (and their Eligible Dependents) not associated with the employer or organization on the initial Effective Date of the Policy, eligibility for Benefits will begin, unless otherwise stated as follows:
    - a. Newly hired or rehired employees: Date for which employment compensation begins. Or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits Section;
    - b. Spouse: Date of marriage, civil union or domestic partnership;
    - c. Newborn: Child's actual date of birth;
    - d. Foster children, legal adoptions or guardianships: Date the Child is placed in the foster home or with the Certificate Holder; at which time this Child will be covered on the same basis as a natural child;
    - e. Stepchild: Date that the Child's natural parent becomes an Eligible Dependent;
    - f. All others: Date that RLHICA approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Child or Eligible Dependent.

Once eligible, you and your Eligible Dependents must enroll for coverage within 31 days from the

date upon which you or your Eligible Dependents become eligible for Benefits under the terms of Section III B immediately above. You and your Eligible Dependents may properly enroll for coverage by completing all enrollment forms required by RLHICA and submitting such forms to your employer or organization. If you and your Eligible Dependents are not properly enrolled for coverage within 31 days from the date upon which you and your Eligible Dependents become eligible for Benefits, then you and/or your Eligible Dependents must wait until the next Open Enrollment Period to enroll.

#### C. Termination of Eligibility

Eligibility for Benefits will terminate for you and your Eligible Dependents under This Plan at the earlier of:

1. The termination of the Policy; or
2. The last day of the month for which payment has been made if the employer or organization fails to make the payments required by their Policy.

Your eligibility, and that of your Eligible Dependents, will also terminate if you cease to be a Certificate Holder as defined in the Summary of Dental Plan Benefits Section. An Eligible Dependent's eligibility also terminates upon lack of compliance with the eligibility requirements of the Policy.

#### D. Conversion to an Individual Policy

A person whose eligibility is terminated or who loses coverage may be eligible to apply for an individual direct payment policy with RLHICA. Any request to obtain such a policy will be subject to applicable state law. Please contact RLHICA to obtain further information.

## IV. Benefits

### COVERED SERVICES

RLHICA agrees to provide Benefits to you and your Eligible Dependents under the policies and procedures of RLHICA and under the terms and conditions of This Plan, including, but not limited to, the categories of services, exclusions and limitations listed below.

**Unless otherwise specified in the Summary of Dental Plan Benefits Section, Covered Services may be divided into the following categories and are subject to the exclusions and limitations listed below. Please see**

### **the Summary of Dental Plan Benefits Section for the Benefits, exclusions and limitations applicable under This Plan.**

A detailed list of the Benefits provided under This Plan is available upon request. All time limitations are measured either from the last date of service in any RLHICA plan or, at the request of your employer or organization, from the last date of service in any dental Plan.

### DIAGNOSTIC AND PREVENTIVE SERVICES

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include oral evaluations (examinations), prophylaxes (cleanings), bitewing X-rays and fluoride treatments. These services are subject to the following exclusions and limitations:

- (i) Topical fluoride treatments are payable once in any Benefit Year for Children under age 16;
- (ii) Oral examinations submitted as a consultation or evaluation are payable twice in any Benefit Year, whether provided under one or more RLHICA Plans;
- (iii) Prophylaxes, including periodontal maintenance procedures, are payable three times in any Benefit Year;
- (iv) Bitewing X-rays are payable once in any Benefit Year;
- (v) Space maintenance services are payable once per lifetime, per area on posterior teeth, for Children under age 16;
- (vi) RLHICA will not make payment for preventive control programs, including home care items, oral hygiene instructions, nutritional counseling and tobacco counseling and all charges for the same will be your responsibility;
- (vii) RLHICA will not make payment for tests and laboratory examinations (including, but not limited to cytology, bacteriology or pathology) and caries susceptibility tests and all charges for the same will be your responsibility, unless otherwise indicated in the Summary of Dental Plan Benefits Section or in this Certificate.

#### **Brush Biopsy**

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer, an important tool that identifies and analyzes precancerous and cancerous cells.



## **BASIC SERVICES**

### **Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain is not a Covered Service when done in conjunction with any services except X-rays, tests or examinations.

### **Radiographs (X-rays)/Diagnostic Imaging/Diagnostic Casts**

X-rays as required for routine care or as necessary for the diagnosis of a specific condition, subject to the following exclusions and limitations:

- (i) Full mouth X-rays (which include bitewing X-rays) or a panoramic X-ray (with or without bitewing X-rays) are payable once in any 3 year period;
- (ii) A serial listing of X-rays is paid as a full mouth series if the total fee equals or exceeds the fee for a complete series;
- (iii) Any supplemental films with a full mouth series are part of the complete procedure;
- (iv) Cephalometric films, oral/facial images or diagnostic casts are not payable except in conjunction with Orthodontic Services and all charges for the same will be your responsibility;
- (v) Posterior-anterior or lateral skull and facial bone survey, sialography, temporomandibular joint films (including arthrograms) or tomographic films are not payable and all charges for the same will be your responsibility.

### **Minor Restorative Services**

Minor restorative services to rebuild and repair natural tooth structure when damaged by disease or injury. These services include amalgam (silver) and composite resin (white) restorations (fillings), subject to the following exclusions and limitations:

- (i) Amalgam and composite resin restorations are payable once per tooth surface within a 24 month period regardless of the number or combination of restorations placed on a surface;
- (ii) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility.

### **Simple Extractions**

Simple extractions including local anesthesia, suturing, if needed, and routine post-operative care.

### **Sealants**

Sealants are payable only for the occlusal surface of first permanent molars for Children under age 16 and second permanent molars for Children under age 16. The surface must be free from decay and restorations. Sealants are a Benefit payable once in any 3 year period.

### **Periodontal Maintenance Following Therapy**

Periodontal maintenance following active periodontal therapy procedures to treat diseases of the gums and supportive structures of the teeth, along with benefits for prophylaxes, including periodontal maintenance procedures, are payable three times in any Benefit Year.

### **Other Basic Services**

After hours visits, not to exceed once per Benefit Year.

## **MAJOR SERVICES**

### **Oral Surgery Services**

Surgical extractions and dental surgery, including local anesthesia, suturing, if needed, and routine postoperative care are subject to the following exclusions and limitations:

- (i) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits Section: appliances, restorations, X-rays or other services for the diagnosis or treatment of temporomandibular disorders ("TMD") including myofunctional therapy;
- (ii) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: charges related to hospitalization or general anesthesia and/or intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown.

### **Endodontic Services**

The treatment of teeth with diseased or damaged nerves (for example, root canals) is subject to the following exclusions and limitations:

- (i) Endodontic therapy, endodontic retreatment, and apicoectomy/periradicular services are payable once per tooth in any 24 month period;
- (ii) Root canal fillings on primary teeth are limited to primary teeth without succedaneous (replacement) teeth;
- (iii) RLHICA will not make payment for pulp caps and all charges for the same will be your responsibility.

## Maxillofacial Prosthetics

RLHICA will not make payment for maxillofacial prosthetics and all charges for the same will be your responsibility.

## Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth is subject to the following exclusions and limitations:

- (i) Full mouth debridement will be payable once in your or your Eligible Dependent's lifetime;
- (ii) Scaling and root planing are payable once per area in any 24 month period;
- (iii) Periodontal surgery is payable once per area in any 3 year period.

## Major Restorative Services

Major restorative services, such as crowns, used when teeth cannot be restored with another filling material. These services are subject to the following exclusions and limitations:

- (i) Indirect restorations including porcelain/ceramic substrate, porcelain/resin processed to metal and cast restorations (including crowns and onlays) and associated procedures such as cores and post and core substructures on the same tooth are payable once in any 5 year period;
- (ii) Substructures and indirect restorations, including porcelain/ceramic substrate, porcelain/resin processed to metal and cast restorations are not payable for Children under age 12 and all charges for the same will be your responsibility;
- (iii) Optional treatment: if you or your Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;
- (iv) Inlays, regardless of the material used: RLHICA will pay only the applicable amount that it would have paid for a resin-based composite restoration. You will be responsible for any additional charges;
- (v) RLHICA will not make payment for the following services and items and all charges for the same will be the responsibility of the Certificate Holder: charges related to hospitalization or general anesthesia and/or

intravenous sedation for restorative dentistry or surgical procedure unless a specified need is shown;

- (vi) RLHICA will not make payment for dentistry for aesthetic reasons and all charges for the same will be your responsibility;
- (vii) Veneers are not a Covered Service and all charges for the same will be your responsibility.

## Prosthodontic Services

Services and appliances that replace missing natural teeth (such as fixed bridges, endosteal implants, partial dentures and complete dentures) are subject to the following exclusions and limitations:

- (i) One complete upper and one complete lower denture is payable once in any 5 year period for any individual;
- (ii) A partial denture, fixed bridge and any associated services are payable once in any 5 year period;
- (iii) Fixed bridges, endosteal implants and cast metal partial dentures are not payable for Children under age 16 and all charges for the same will be your responsibility;
- (iv) Optional treatment: if you or your Eligible Dependent selects a more expensive service than is customarily provided or for which RLHICA does not determine that a valid dental need is shown, RLHICA may make an allowance based on the fee for the customarily provided service. You are responsible for the difference in cost;
- (v) Services for tissue conditioning are payable twice per denture unit in any 3 year period;
- (vi) Endosteal implants are allowed once per tooth, per lifetime. RLHICA will not make payment if the implant is placed within 5 years following prosthodontic or major restorative services involving that tooth and all charges for the same will be your responsibility;
- (vii) RLHICA will not make payment for specialized implant surgical techniques, removal of an implant, implant maintenance procedures or implant repairs and all charges for the same will be your responsibility unless otherwise specified in the Summary of Dental Plan Benefits Section;
- (viii) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing or stolen appliances of any type; temporary, provisional or interim prosthodontic appliances; precision or semi-

precision attachments, copings or myofunctional therapy;

### **Relines and Repairs**

Relines and repairs to fixed bridges, partial dentures and complete dentures. A reline or a complete replacement of denture base material is limited to once in any 3 year period per appliance.

### **Other Major Services**

- (i) An occlusal guard is payable once in your or your Eligible Dependent's lifetime;
- (ii) Limited occlusal adjustments are limited to 1 in a 5 year period;
- (iii) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: repair, relines or adjustments of occlusal guards.

## **ORTHODONTIC SERVICES**

No person will be eligible for Orthodontic Services under the Policy unless Orthodontic Services are provided for in the Summary of Dental Plan Benefits Section. Services, treatment and procedures to correct malposed teeth (for example, braces), are subject to the following exclusions and limitations:

- (i) RLHICA's payment for Orthodontic Services will be limited to the lifetime Maximum Payment specified in the Summary of Dental Plan Benefits Section;
- (ii) Orthodontic Services are payable until the end of the calendar year of the 19<sup>th</sup> birthday of you or your Eligible Dependent unless otherwise specified in the Summary of Dental Plan Benefits Section;
- (iii) RLHICA's payment for Orthodontic Retention Services (removal of appliances, construction and placement of retainer) is included in its payment of overall Orthodontic Services. If a Dentist bills these services separately, payment will be denied.
- (iv) If the treatment plan is terminated before completion of the case for any reason, RLHICA's obligation will cease with payment up to the date of termination;

- (v) The Dentist may terminate treatment, with written notification to RLHICA and to the patient, for lack of patient interest and cooperation. In those cases, RLHICA's obligation for payment ends on the last day of the month in which the patient was last treated;
- (vi) RLHICA will not make payment for the following services and items and all charges for the same will be your responsibility: lost, missing, or stolen appliances of any type or replacement or repair of an orthodontic appliance.

### **Other Services**

The Summary of Dental Plan Benefits Section lists any other Benefits that may have been selected.

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## **V. Exclusions and Limitations**

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### **Exclusions**

In addition to the exclusions listed above in the Benefits Section, RLHICA will not make payment for the following services, items or supplies and all charges for the same will be your responsibility, unless otherwise specified in the Summary of Dental Plan Benefits Section:

- 1. Services for injuries or conditions paid pursuant to Workers' Compensation or Employer's Liability laws. Services that are received from any government agency, political subdivision, community agency, foundation or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act, that is, Medicaid;
- 2. Services or appliances started prior to the date the person became eligible under This Plan, excluding orthodontic treatment in progress (if a Covered Service);
- 3. Charges for failure to keep a scheduled visit with the Dentist;
- 4. Charges for completion of forms or submission of claims;
- 5. Services, items or supplies for which no valid dental need can be demonstrated, as determined by RLHICA;
- 6. Services, items or supplies that are specialized techniques, as determined by RLHICA;
- 7. Services, items or supplies that are investigational in nature, including services, items or supplies required to

treat complications from investigational procedures, as determined by RLHICA;

8. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other licensed provider under the scope of his or her license or other licensed provider;
9. Services, items or supplies excluded by the policies and procedures of RLHICA;
10. Services, items or supplies which are not rendered in accordance with accepted standards of dental practice, as determined by RLHICA;
11. Services, items or supplies for which no charge is made, for which the patient is not legally obligated to pay or for which no charge would be made in the absence of RLHICA coverage;
12. Services, items or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared;
13. Services, items or supplies that are generally covered under a hospital, surgical/medical or prescription drug program;
14. Services, items or supplies that are not within the categories of Benefits that have been selected by your employer or organization and are not covered in This Plan;
15. Prescription drugs, non-prescription drugs, premedications, localized delivery of chemotherapeutic agents, relative analgesia, non-intravenous conscious sedation, therapeutic drug injections, hospital visits, desensitizing medicaments and techniques, behavior management, athletic mouthguards, house/extended care facility visits, mounted occlusal analysis, complete occlusal adjustments, enamel microabrasions, odontoplasty or bleaching;
16. Correction of congenital or developmental malformations, cosmetic surgery or dentistry for aesthetic reasons as determined by RLHICA;
17. Any appliance or surgical procedure used to: (a) change vertical dimension; (b) restore or maintain occlusion; (c) replace tooth structure lost as a result of abrasion, attrition, abfraction or erosion; or (d) splint or stabilize teeth for periodontal reasons.

### **Limitations**

In addition to the limitations listed above in the Benefits Section, the following limitations apply under

This Plan, unless otherwise specified in the Summary of Dental Plan Benefits Section:

1. RLHICA's obligation for payment of Benefits ends on the last day of the month in which coverage is terminated under This Plan;
2. When services in progress are interrupted and completed later by another Dentist, RLHICA will review the claim to determine the amount of payment, if any, to each Dentist;
3. Care terminated due to the death of a Certificate Holder or Eligible Dependent will be paid to the limit of RLHICA's liability for the services completed or in progress;
4. The Maximum Payment will be limited to the amount specified in the Summary of Dental Plan Benefits Section;
5. If a Deductible amount is specified in the Summary of Dental Plan Benefits Section, RLHICA will not be obligated to pay, in whole or in part, for any services, items or supplies to which the Deductible applies, until the Deductible amount is met.

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## **VI. Accessing Your Benefits**

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**To access your Benefits, follow these steps:**

1. Please read this Certificate, including the Summary of Dental Plan Benefits Section carefully to become familiar with the Benefits and provisions of This Plan;
2. Make an appointment with your Dentist and tell him or her that you have coverage with RLHICA. If the dental office needs a claim form, you may obtain one from your employer, organization, or plan administrator. If your Dentist is not familiar with This Plan or has any questions regarding This Plan, have him or her contact RLHICA by writing Attention: Customer Services Department, P.O. Box 1596, Indianapolis, IN 46206-1596 or by calling the toll-free number, 1-866-569-8654;
3. After receiving your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. Your full name and address;
  - b. Your Social Security number;
  - c. The name and date of birth of the person receiving dental care; and
  - d. The group's name and number.

Upon request, RLHICA will furnish to you, the claimant, such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after such request, you will be deemed to have complied with the requirements of This Plan as to proof of loss upon submitting, within the time frame for filing proofs of loss as described below, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, RLHICA shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

Claims, adjustment requests, and completed information requests should be mailed to:

**RLHICA  
P.O. Box 17250  
Indianapolis, IN 46217**

After receiving all required claim information, RLHICA will pay all Benefits due for Covered Services as soon as received and within 30 days. If applicable, failure to pay within that period shall entitle you to interest at the state prescribed rate per annum from the 30<sup>th</sup> day. Interest amounts less than one dollar (\$1.00) will not be paid.

Payment for services rendered is sent to either (1) you, and it is your responsibility to make full payment to the Dentist; or (2) directly to the Dentist if you or your Eligible Dependent have assigned Benefits to the Dentist who rendered Covered Services under This Plan.

Upon the payment of a claim under This Plan, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

If you file a claim for a Benefit that relates to a service that has already been rendered, and you receive notice of an Adverse Benefit Determination, RLHICA will notify you or your authorized representative of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. RLHICA may extend this period by up to 15 days if RLHICA determines that the extension is necessary due to matters out of RLHICA's control.

If RLHICA determines that an extension is necessary, it will notify you before the end of the original 30 day period of the circumstances requiring the extension and the date by which RLHICA expects to render a

decision. If such an extension is necessary because you did not submit all the information necessary to decide the claim, the notice of extension will specifically describe the additional information required. You will have at least 45 days to provide the requested information. If you deliver the information within the time specified, the 15 day extension period will begin after you provide the information.

**Note:** RLHICA recommends Predetermination before any services are rendered where the total charges will exceed \$200. You and your Dentist should review your Predetermination Notice before your Dentist proceeds with treatment.

If you have any questions about This Plan, please check with your employer, organization, or plan administrator or you may call RLHICA's Customer Services Department toll-free at 1-866-569-8654. You may also write to RLHICA's Customer Services Department, P.O. Box 1596, Indianapolis, IN 46206-1596. When writing to RLHICA please include your name, the group's name and number, the Certificate Holder's Social Security number, and your daytime telephone number.

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## **VII. Questions and Answers**

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### **May I choose any Dentist?**

Yes, you are free to choose any Dentist, as long as the Dentist is licensed to practice dentistry in the state or jurisdiction in which you receive care.

### **Will RLHICA send payment to the Dentist or will I receive payment?**

RLHICA will either send payment to you or directly to the Dentist if you have assigned Benefit payments to the Dentist who rendered Covered Services.

### **When does my dental coverage begin?**

See Waiting Period in the Summary of Dental Plan Benefits Section. This Plan will cover only those dental services received after you become eligible.

### **How much of the dental bill do I pay?**

It depends on whether your employer or organization selected the Allowed Amount or the Table of Allowances payment method. If the "Allowed Amount" payment method has been selected, RLHICA will pay a certain percentage of the amount for each Covered Service, depending on the type of service rendered. Those Allowed Amounts are listed in the Summary of Dental Plan Benefits Section. If the Submitted Amount is more than the Allowed Amount for a specific Covered Service, then you are responsible for paying the Dentist that percentage listed in

the "You Pay" column, as well as for paying the Dentist the difference between the Submitted Amount and the Allowed Amount. On the other hand, if your employer or organization selected the "Table of Allowances" payment method, RLHICA will only pay up to a specific dollar amount that is listed for each Covered Service in the Table of Allowances, which is listed in the Summary of Dental Plan Benefits Section.

In either case, you are responsible for the Copayment shown on your explanation of benefits plus any charges for optional treatment or specific exclusions / limitations of This Plan.

#### **Am I covered for all dental services?**

No, the Summary of Dental Plan Benefits Section describes the dental services that are covered by This Plan. Please read them carefully. The exclusions and limitations govern these covered dental services.

#### **What if my spouse is covered by another plan?**

If you are covered by more than one dental Plan, your out-of-pocket costs may be reduced or eliminated. Please see Section VIII Coordination of Benefits. It is important to tell your Dentist about any other dental coverage so that claims are submitted properly.

## **VIII. Coordination of Benefits**

### **COORDINATION OF THE GROUP CONTRACTS BENEFITS WITH OTHER BENEFITS**

All of the Benefits under this Certificate, if applicable, will be subject to a Coordination of Benefits ("COB") provision that is designed to provide maximum coverage, but not result in payment of more than 100 percent of the total fee for a given treatment.

#### **A. APPLICABILITY**

1. This COB provision applies to This Plan when you or your Eligible Dependent has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.
2. The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans

do not exceed 100% of the total Allowable expense.

#### **B. DEFINITIONS**

1. **Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

- a. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, closed panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental Plan, as permitted by law.
- b. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental Plans, unless permitted by law.

Each contract for coverage under (a) or (b) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- c. This Plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from this Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- d. The order of benefit determination rules determine whether this Plan is a Primary Plan or Secondary Plan when the person has

health care coverage under more than one Plan.

When this Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When this Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

2. **Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides payment for services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable expense.

The following are examples of expenses that are not Allowable Expenses:

- a. If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense .
- b. If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
- c. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or

service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable expense used by the Secondary Plan to determine its benefits.

- d. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

3. **Closed Panel Plan** is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

4. **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

### C. ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows

1. The **Primary Plan** pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
2. Except as provided in the paragraph below, a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
  - a. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type

- coverages that are written in connection with a "Closed Panel Plan" to provide out-of-network benefits.
3. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
  4. Each Plan determines its order of benefits using the first of the following rules that apply:
    - a. Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
    - b. Dependent child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
      - i. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
        - (a) The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
        - (b) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
        - (c) However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.
      - ii. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
        - (a) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;
        - (b) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
        - (c) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
        - (d) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
          - 1) The Plan covering the Custodial parent;
          - 2) The Plan covering the spouse of the Custodial parent;
          - 3) The Plan covering the non-custodial parent; and then
          - 4) The Plan covering the spouse of the non-custodial parent.
        - (e) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (i) or (ii) above shall determine the order of benefits as if those individuals were the parents of the child.
      - iii. Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an



employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.

- iv. COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.
- v. Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.
- vi. If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, this Plan will not pay more than it would have paid had it been the Primary Plan.

#### **D. EFFECT ON THE BENEFITS OF THIS PLAN**

1. When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the

benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

2. If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

#### **E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other Plans. RLHICA may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other Plans covering the person claiming benefits. RLHICA need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Plan must give RLHICA any facts it needs to apply those rules and determine benefits payable.

#### **F. FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under this Plan. If it does, RLHICA may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. RLHICA will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

#### **G. RIGHT OF RECOVERY**

If the amount of the payments made by RLHICA is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for

the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## H. COORDINATION DISPUTES

If you believe that RLHICA has not paid a claim properly, you should first attempt to resolve the problem by contacting us, 1-866-569-8654. If you are not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department's website at <http://insurance.ohio.gov>.

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## IX. Disputed Claims Procedure

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If you receive notice of an Adverse Benefit Determination, and if you think that RLHICA incorrectly denied all or part of your claim, you or your Dentist should contact RLHICA's Customer Services Department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 1-866-569-8654 and speaking to a telephone advisor. You may also mail your inquiry to the Customer Services Department at P.O. Box 1596, Indianapolis, IN 46206-1596.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. RLHICA provides this opportunity for you to describe problems and submit explanatory information that might indicate your claim was improperly denied and allow RLHICA to correct any errors quickly and without delay.

Whether or not you have asked RLHICA informally to recheck its initial determination, you can submit your claim to a formal review through the Disputed Claims Appeal Procedure described below.

If you receive notice of an Adverse Benefit Determination, you, or your authorized representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date on which you receive your notice of the Adverse Benefit Determination which you are asking RLHICA to review.

To request a formal review of your claim, send your request in writing to:

**Dental Director  
Renaissance Dental - RLHICA**

**P.O. Box 1596  
Indianapolis, IN 46206-1596**

Please include your name and address, the Certificate Holder's Social Security number, the reason why you believe your claim was wrongly denied, and any other information you believe supports your claim. You also have the right to review This Plan and any documents related to it. If you would like a record of your request and proof that it was received by RLHICA, you should mail it certified mail, return receipt requested.

The Dental Director, or any other person(s) reviewing your claim, will not be the same as, nor will they be subordinate to, the person(s), who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim, but rather will assess the information, including any additional information that you have provided, as if he/she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational or not medically necessary or appropriate), the reviewer will, as necessary, consult a dental health care professional with appropriate training and experience. The dental health care professional will not be the same individual, or that person's subordinate, consulted during the initial determination.

The reviewer will make his/her determination on review within 60 days of his/her receipt of your request. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Disputed Claims Appeal Procedure will meet the requirements described below under the heading "Manner and Content of Notice."

### **Manner and Content of Notice**

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent Policy provisions(s) on which the denial is based, the applicable review procedures for dental claims, including applicable time limits, and that you are entitled to access, free of charge, upon request, all documents, records and other information relevant to your claim. The notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Disputed Claims Appeal Procedure. The notice

will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

**If you (a) need the assistance of a governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may also contact the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town Street, Third Floor, Suite 300, Columbus, OH 43215.**

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## **X. Termination of Coverage**

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RLHICA must give your employer or organization at least 45 days advance notice of cancellation, expiration, nonrenewal, or change in rates. In the event RLHICA chooses to terminate the Policy due to nonpayment of premium, RLHICA will give your employer or organization notice of the termination within 45 days after the premium due date. The effective date of such termination shall be the first day of the period for which the premium is due.

Your RLHICA coverage may be automatically terminated:

1. When your employer or organization advises RLHICA to terminate your coverage;
2. On the last day of the month for which your employer or organization has failed to pay RLHICA;
3. Or for any other reason stated in the Policy.

A person whose eligibility is terminated may be eligible to transfer to an individual direct payment contract with RLHICA. Please contact RLHICA to obtain further information.

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## **XI. Continuation of Coverage**

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### **A. Loss of Eligibility During Treatment**

1. If you and/or an Eligible Dependent lose eligibility while receiving dental treatment, only those Covered Services received while you and/or your Eligible Dependent were eligible under the Policy will be payable.
2. Certain procedures begun before the loss of eligibility may be covered if the services were completed within a 30 day period measured from the date of termination. In those cases, RLHICA evaluates those services in progress to determine what portion may be paid by RLHICA. The difference between RLHICA's payment and the total fee for those procedures is your responsibility.

### **B. Continuation Coverage**

If your employer or organization is required to comply with provisions under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and your coverage would otherwise end, you and/or your covered Eligible Dependents may have the right under certain circumstances to continue coverage in the group health plans sponsored by your employer or organization, at your expense, beyond the time coverage would normally end.

COBRA continuation coverage may be available if your coverage or a covered Eligible Dependent's coverage would otherwise end because of one of the following COBRA qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than your gross misconduct;
2. Reduction in the number of hours worked so that you are no longer an eligible employee under the terms of the group health plan;
3. Divorce or legal separation;
4. Death;
5. Loss of dependent status under the terms of the group health plan; or
6. You become entitled to Medicare (if applicable).

If you are called to active duty in the armed forces of the United States, you and your covered Eligible Dependents may also have continuation coverage rights under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

If you believe you are entitled to continuation coverage either under COBRA or USERRA, you should contact your employer or organization to receive additional

information about your rights and to learn more about the applicable procedures for applying for such continuation coverage.

### **C. Continuation Coverage – Death of Certificate Holder**

Upon the death of the Certificate Holder, coverage for Eligible Dependents (if any) shall continue for a period of 90 days, subject to the termination provisions found in Section III and Section X of this Certificate.

### **D. Continuation Coverage – Eligible Dependents**

Eligible Dependents may elect to continue coverage under this Certificate in the event of the divorce, retirement or death of the Certificate Holder. To elect coverage, Eligible Dependents should contact the Certificate Holder's employer or organization immediately following the occurrence of one of the above-mentioned events.

### **E. Continuation Coverage – Total Disability**

In the event the Policy is terminated for any reason, the Benefits paid pursuant to the Policy shall continue for a period of 90 days in the event of total disability (on the date of such termination) of the Certificate Holder or an Eligible Dependent.

## **XII. General Conditions**

### **Change of Status**

You must notify RLHICA through your employer or organization, of any event causing a change in 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**

Benefits to you or your Eligible Dependent are for the personal benefit of you or your Eligible Dependent and cannot be transferred or assigned. You or your Eligible Dependent, however, may assign Benefits to the Dentist who rendered Covered Services under This Plan. Benefits paid pursuant to such assignment shall discharge the obligation of RLHICA with respect to the amount of the Benefits so paid.

### **Subrogation**

If RLHICA pays a claim for which another person or company is liable, RLHICA has the right to recover its payment from the other person or company.

### **Obtaining and Releasing Information**

While you are covered by RLHICA, you agree to provide RLHICA with any information it needs to process your claims and administer your Benefits. This includes allowing RLHICA to have access to your dental records.

### **Dentist-Patient Relationship**

You and your Eligible Dependents have the freedom to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

### **Late Claims Submission**

Except as otherwise provided in this Certificate, RLHICA will not honor and no payment will be made for services, items or supplies if a claim for those services, items or supplies has not been received by RLHICA within one year from the date that the services, items or supplies were provided.

### **Change of Certificate or Policy**

No agent has the authority to change any provisions in this Certificate or the provisions of the Policy on which it is based. No changes to this Certificate or the underlying Policy are valid unless approved in writing by an officer of RLHICA.

**Note:** This Certificate and the Policy are subject to change if, in the future, federal and state privacy laws and regulations require RLHICA or your employer or organization to comply with such laws and regulations. Should any such change to this Certificate or the Policy be necessary by law, you will receive written notice from RLHICA informing you of the reasons for any change to this Certificate or the Policy and the process by which you will receive an amended Certificate or the amended section of this Certificate.

### **Legal Actions**

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless otherwise provided by applicable state law. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given. This provision does not preclude the Policyholder or Certificate Holder from seeking a decision from a jury trial once all administrative appeals have been exhausted.

### **Representations**

In the absence of fraud, all statements made by your employer or organization or by you or your Eligible Dependents, shall be deemed to be representations and

not warranties. No such statement shall be used in defense to a claim under the Policy, unless it is contained in a written application.

SAMPLE

SAMPLE

## **CERTIFICATE IN-NETWORK DENTIST BENEFIT RIDER**

By attachment of this rider, the Certificate is amended as follows:

This Certificate is amended to provide Benefits that are based on whether you or your Eligible Dependent receives dental services from an In-Network Dentist or an Out-of-Network Dentist.

If you or your Eligible Dependents receive Covered Services from an Out-of-Network Dentist, Benefits may be less than the amount that would have otherwise been payable with an In-Network Dentist. However, if you or your Eligible Dependents require emergency treatment and receive Covered Services from an Out-of-Network Dentist, Covered Services for the emergency care rendered during the course of the emergency will be treated as if they had been provided by an In-Network Dentist. Also, if you or your Eligible Dependents receive Covered Services that are not of the type provided by any In-Network Dentist, these Covered Services will be treated as if they had been provided by an In-Network Dentist.

The Benefits for both In-Network and Out-of-Network Dentists are shown in the Summary of Dental Plan Benefits Section.

### **Payment of Dental Bills When You See an In-Network Dentist**

If you or your Eligible Dependents receive Covered Services from an In-Network Dentist, the fee for services has already been agreed to between the Dentist and RLHICA. In-Network Dentists accept these pre-negotiated fees as payment in full for the dental care provided. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of the Summary of Dental Plan Benefits for In-Network Dentists for the categories of services rendered.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of the Certificate.

### **Payment of Dental Bills When You See an Out-of-Network Dentist**

If you or your Eligible Dependents receive Covered Services from an Out-of-Network Dentist, payment will be based upon the percentage of the Allowed Amount that is set forth in the Summary of Dental Plan Benefits Section. You will be responsible for paying the Dentist that percentage of the Allowed Amount listed in the "You Pay" column of the Summary of Dental Plan Benefits Section for Out-of-Network Dentists for the categories of services rendered. In addition, if the Submitted Amount for an Out-of-Network Dentist is more than the Allowed Amount, you will also be responsible for paying the Dentist the difference between the Submitted Amount and the Allowed Amount.

You are also responsible for any charges for optional treatment or specific exclusions/limitations of the Certificate.

### **Definitions** (As used in this rider):

**Allowed Amount** – is revised to mean the maximum dollar amount upon which RLHICA will base Benefits. For services rendered or items provided by an In-Network Dentist, the Allowed Amount is a pre-negotiated fee that the provider has agreed to accept as payment in full. For services rendered or items provided by an Out-of-Network Dentist, RLHICA determines the Allowed Amount using statistically valid claims data submitted to RLHICA and its affiliates which show the most frequently charged fees by providers in the same geographic areas for comparable services or supplies. The claims data and fees are updated periodically using the most current codes and nomenclature developed and maintained by the American Dental Association. This definition is only applicable if the Allowed Amount method for Benefits is shown in the Summary of Dental Plan Benefits Section.

**In-Network Dentist** – means a preferred provider Dentist who has entered into a contract to provide Covered Services for pre-negotiated fees that the Dentist has agreed to accept as payment in full. You will be provided with a current list of In-Network Dentists.

**Out-of-Network Dentist** – means a Dentist who has not entered into a contract to provide Covered Services for pre-negotiated fees.

This rider does not change, waive or extend any part of the Certificate other than as set forth above.

This rider is effective at the same time as the Certificate.

**Renaissance Life & Health Insurance Company of America**



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**Robert P. Mulligan, President and Chief Executive Officer**

SAMPLE



**Notice Concerning Coverage  
Limitations and Exclusions under the Ohio Life  
and Health Insurance Guaranty Association  
Act**

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

Ohio Life and Health Insurance Guaranty Association  
1840 Mackenzie Drive  
Columbus, OH 43220

Ohio Department of Insurance  
50 West Town Street  
Third Floor-Suite 300  
Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

## LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

*Note to benefit plan trustees or other holders of unallocated annuities (G/Cs, DA Cs, etc.) covered by the act:* For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

# NOTICE OF PRIVACY PRACTICES

Date of this notice: February 12, 2016

## **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice describes the privacy practices of Delta Dental Plan of Michigan, Inc., Delta Dental Plan of Ohio, Inc., Delta Dental Plan of Indiana, Inc., Delta Dental Plan of Arkansas, Inc., Delta Dental of Kentucky, Inc., Delta Dental Plan of New Mexico, Inc., Delta Dental of North Carolina, Delta Dental of Tennessee, Renaissance Life & Health Insurance Company of America, Renaissance Health Insurance Company of New York, and Renaissance Systems & Services, LLC (collectively, “we” or “us” or the “Plan”). These entities have designated themselves as a single affiliated covered entity for purposes of the privacy rules under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and each has agreed to abide by the terms of this notice and may share protected health information with each other as necessary for treatment, payment or to carry out health care operations, or as otherwise permitted by law.

The HIPAA Privacy Rule protects only certain medical information known as “protected health information” (“PHI”). Generally, PHI is individually identifiable health information, including demographic information, collected from you or received by a health care provider, a health care clearinghouse, a health plan or your employer on behalf of a group health plan that relates to:

1. your past, present or future physical or mental health or condition;
2. the provision of health care to you; or
3. the past, present or future payment for the provision of health care to you.

We are required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are committed to protecting your health information.

We comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. We maintain a breach reporting policy and have in place appropriate safeguards to track required disclosures and meet appropriate reporting obligations. We will notify you promptly in the event a breach occurs that may have compromised the security or privacy of your PHI. In addition, we comply with the “Minimum Necessary” requirements of HIPAA and the HITECH amendments.

For more information concerning this notice please see:  
[www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html](http://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html).

## **HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

The following categories describe different ways that we may use or disclose your PHI.

**For treatment**—We may use or disclose your PHI to facilitate medical treatment or services by providers. We may disclose PHI about you to providers, including dentists, doctors, nurses, or technicians, who are involved in taking care of you. For example, we might disclose information about your prior dental X-ray to a dentist to determine if the prior X-ray affects your current treatment.

**For payment**—We may use or disclose PHI about you to obtain payment for your treatment and to conduct other payment-related activities, such as determining eligibility for Plan benefits, obtaining customer payment for benefits, processing your claims, making coverage decisions, administering Plan benefits and coordinating benefits.

**For health care operations**—We may use and disclose PHI about you for other Plan operations, including setting rates, conducting quality assessment and improvement activities, reviewing your treatment, obtaining legal and audit services, detecting fraud and abuse, business planning and other general administration activities. In accordance with

the Genetic Information and Nondiscrimination Act of 2008, we are prohibited from using your genetic information for underwriting purposes.

**To Business Associates**—We may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan’s behalf. In order to perform these functions or provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only if they agree in writing with the Plan to implement appropriate safeguards regarding your PHI. For example, the Plan may disclose your PHI to a Business Associate to administer claims or provide support services, such as utilization management, quality assessment, billing and collection or audit services, but only after the Business Associate enters into a Business Associate Agreement with the Plan.

**Health-related benefits and services**—We may use or disclose health information about you to communicate to you about health-related benefits and services. For example, we may communicate to you about health-related benefits and services that add value to, but are not part of, your health plan.

**To avert a serious threat to health or safety**—We may use and disclose PHI about you to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

**Military and veterans**—If you are a member of the armed forces, we may release PHI about you if required by military command authorities.

**Worker’s compensation**—We may release PHI about you as necessary to comply with worker’s compensation or similar programs.

**Public health risks**—We may release PHI about you for public health activities, such as to prevent or control disease, injury or disability, or to report child abuse, domestic violence, or disease or infection exposure.

**Health oversight activities**—We may release PHI to help health agencies during audits, investigations or inspections.

**Lawsuits and disputes**—If you are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We also may disclose PHI about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**Law enforcement**—We may release PHI if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person’s agreement;
- About a death we believe may be the result of criminal conduct; and
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

**Coroners, medical examiners and funeral directors**—We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

**National security and intelligence activities**—We may release PHI about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**To Plan Sponsor**—We may disclose your PHI to certain employees of the Plan Sponsor (i.e., the company) for the purpose of administering the Plan. These employees will only use or disclose your PHI as necessary to perform Plan administrative functions or as otherwise required by HIPAA.

**Disclosure to others**—We may use or disclose your PHI to your family members and friends who are involved in your care or the payment

for your care. We may also disclose PHI to an individual who has legal authority to make health care decisions on your behalf.

#### **REQUIRED DISCLOSURES**

The following is a description of disclosures of your PHI the Plan is required to make:

**As required by law**—We will disclose PHI about you when required to do so by federal, state or local law. For example, we may disclose PHI when required by a court order in a litigation proceeding, such as a malpractice action.

**Government audits**—The Plan is required to disclose your PHI to the secretary of the United States Department of Health and Human Services when the secretary is investigating or determining the Plan's compliance with HIPAA.

**Disclosures to you**—Upon your request, the Plan is required to disclose to you the portion of your PHI that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits.

#### **WRITTEN AUTHORIZATION**

We will use or disclose your PHI only as described in this notice. **It is not necessary for you to do anything to allow us to disclose your PHI as described here.** If you want us to use or disclose your PHI for another purpose, you must authorize us in writing to do so. For example, we may use your PHI for research purposes if you provide us with written authorization to do so. You may revoke your authorization in writing at any time. When we receive your revocation, it will be effective only for future uses and disclosures. It will not be effective for any PHI that we may have used or disclosed in reliance upon your written authorization. We will never sell your PHI or use it for marketing purposes without your express written authorization. We cannot condition treatment, payment, enrollment in a health plan, or eligibility for benefits on your agreement to sign an authorization.

#### **ADDITIONAL INFORMATION REGARDING USES OR DISCLOSURES OF YOUR PHI**

For additional information regarding the ways in which we are allowed or required to use or disclose your PHI, please see [www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html](http://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html).

#### **YOUR RIGHTS REGARDING PHI THAT WE MAINTAIN**

You have the following rights regarding PHI we maintain about you:

**Your right to inspect and copy your PHI**—You have the right to inspect and copy your PHI. You must submit your request in writing and if you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request. A copy will be provided within 30 days of your request.

The Plan may deny your request to inspect and copy PHI in certain limited circumstances. If you are denied access to PHI, you may request that the denial be reviewed by submitting a written request to the contact person listed below.

**Your right to amend incorrect or incomplete information**—If you believe that the PHI the Plan has about you is incorrect or incomplete, you may request that we change your PHI by submitting a written request. You also must provide a reason for your request. We are not required to amend your PHI but if we deny your request, we will provide you with information about our denial and how you can disagree with the denial within 60 days of your request.

**Your right to request restrictions on disclosures to health plans**—Where applicable, you may request that restrictions be placed on disclosures of your PHI.

**Your right to an accounting of disclosures we have made**—You may request an accounting of disclosures of your PHI that we have made, except for disclosures we made to you or pursuant to your written authorization, or that were made for treatment, payment or health care

operations. You must submit your request in writing. Your request may specify a time period of up to six years prior to the date of your request. We will provide one list of disclosures to you per 12-month period free of charge; we may charge you for additional lists.

**Your right to request restrictions on uses and disclosures**—You have the right to request restrictions or limitations on the way that we use or disclose PHI. You must submit a request for such restrictions in writing, including the information you wish to limit, the scope of the limitation and the persons to whom the limits apply. We may deny your request.

**Your right to request confidential communications through a reasonable alternative means or at an alternative location**—You may request that we direct confidential communications to you in an alternative manner (i.e., by facsimile or email). You must submit your request in writing. We are not required to agree to your request, however, we will accommodate your request if doing otherwise would place you in any danger.

**Your right to a paper copy of this notice**—To obtain a paper copy of this notice or a more detailed explanation of these rights, send us a written request at the address listed below. You may also obtain a copy of this notice at one of our websites:

- [www.deltadentalmi.com](http://www.deltadentalmi.com),
- [www.deltadentaloh.com](http://www.deltadentaloh.com),
- [www.deltadentalin.com](http://www.deltadentalin.com),
- [www.deltadentalar.com](http://www.deltadentalar.com)
- [www.deltadentalky.com](http://www.deltadentalky.com),
- [www.deltadentalnc.com](http://www.deltadentalnc.com),
- [www.deltadentalnm.com](http://www.deltadentalnm.com),
- [www.deltadentaltn.com](http://www.deltadentaltn.com),
- [www.renaissancedental.com](http://www.renaissancedental.com), or
- [www.rss-llc.com](http://www.rss-llc.com).

**Your right to appoint a personal representative**—Upon receipt of appropriate documentation appointing an individual as your personal representative, medical power of attorney or legal guardian, that individual will be permitted to act on your behalf and make decisions regarding your health care.

#### **CHANGES TO THIS NOTICE**

We may amend this Notice of Privacy Practices at any time in the future and make the new notice provisions effective for all PHI that we maintain. We will advise you of any significant changes to the notice. We are required by law to comply with the current version of this notice.

#### **COMPLAINTS**

If you believe your privacy rights or rights to notification in the event of a breach of your PHI have been violated, you may file a complaint with us or with the Office of Civil Rights. Complaints about this notice or about how we handle your PHI should be submitted in writing to the contact person listed below.

A complaint to the Office of Civil Rights should be sent to Office of Civil Rights, U.S. Department of Health & Human Services, 200 Independence Ave., SW, Washington, D.C. 20201, 877-696-6775. You also may visit OCR's website at [www.hhs.gov/hipaa/filing-a-complaint/index.html](http://www.hhs.gov/hipaa/filing-a-complaint/index.html) for more information.

You will not be penalized, or in any other way retaliated against for filing a complaint with us or the Office of Civil Rights.

#### **SEND ALL WRITTEN REQUESTS REGARDING THIS PRIVACY NOTICE TO:**

Jonathan S. Groat  
Chief Privacy Officer  
PO Box 30416  
Lansing, MI 48909-7916  
517-347-5451 (TTY users call 711)

Para asistencia en español, llame al número de servicio al cliente (customer service) que aparece en el reverso de su tarjeta para miembros.

This document is also available in alternative formats upon request and at no cost to persons with disabilities.

**FACTS****WHAT DOES RENAISSANCE LIFE & HEALTH INSURANCE COMPANY OF AMERICA DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Insurance claim information
- Transaction history and Medical information
- Credit card payments and Employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**Why?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Renaissance Life & Health Insurance Company of America chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Renaissance Life & Health Insurance Company of America share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes –</b> to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We do not share</b>
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	<b>No</b>	<b>We do not share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We do not share</b>

**Questions?**

Call 517-347-5451 or go to [www.renaissancedental.com](http://www.renaissancedental.com) (TTY users call 711)

Para asistencia en español, llame al número de servicio al cliente (customer service) que aparece en el reverso de su tarjeta para miembros.

This notice is also available in alternative formats upon request and at no cost to persons with disabilities.



## What we do

<b>How does Renaissance Life &amp; Health Insurance Company of America protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Renaissance Life &amp; Health Insurance Company of America collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Apply for insurance or Pay insurance claims</li> <li>■ File an insurance claim or Use your credit or debit card</li> <li>■ Give us your contact information</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with the Delta Dental name in Michigan, Ohio, Indiana, Kentucky, Tennessee, New Mexico, Arkansas and North Carolina; insurance companies such as Renaissance Life &amp; Health Insurance Company of America and Renaissance Health Insurance Company of New York; and others such as Renaissance Systems &amp; Services, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Renaissance Life &amp; Health Insurance Company of America does not share your personal information with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Renaissance Life &amp; Health Insurance Company of America does not jointly market with non-affiliated financial companies.</i></li> </ul>

## Other important information

**For customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA:** To review your personal information, write to Privacy Officer/Legal Department, 4100 Okemos Road, Okemos, MI 48864. You must state your full name, address, policy number (if applicable) and the information you would like to see. We will tell you what information we have, and you may review and copy it at our office or ask that we mail a copy to you for a fee. If you think that personal information that we have about you is wrong, you may write to us. We will tell you what actions we take because of your letter. If you do not agree with our actions, you may send us a statement.