



**UNITE HERE Local 25 and Hotel Association of Washington, D.C.
Health and Welfare Fund**

Limited Benefit, Please Read Carefully

Group No: 18455

Effective Date: April 1, 2017

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INTRODUCTION

We are pleased to welcome you to the Dentegra PPO dental plan. Your Contractholder (see Definitions) has selected Dentegra® Insurance Company (“Dentegra”) to meet your dental insurance needs. Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see the dentist but to see him or her on a regular basis.

THE CONTRACT WITH CONTRACTHOLDER PROVIDES DENTAL BENEFITS UNDER AN EXCLUSIVE PROVIDER ORGANIZATION (EPO). DENTAL BENEFITS MUST BE OBTAINED FROM A UNITE HERE LOCAL 25 EPO NETWORK PROVIDER EXCEPT AS PROVIDED UNDER THE OUT-OF-NETWORK SERVICES SECTION IN THIS EVIDENCE OF COVERAGE BOOKLET.

Using This Evidence of Coverage

This Evidence of Coverage booklet, which includes Attachment A, Table of Enrollee Copayments (Attachment A) and Attachment B, Limitations and Exclusions (Attachment B), discloses the terms and conditions of your coverage and is designed to help you make the most of your dental plan. It will help you understand how the plan works and how to obtain dental care. Please read this booklet completely and carefully. Keep in mind that “you” and “your” mean the individuals who are covered. “We,” “us” and “our” always refer to Dentegra. In addition, please read the Definitions section, which will explain any words that have special or technical meanings under the Contract.

The Benefit explanations contained in this booklet are subject to all provisions of the Contract on file with the Contractholder and do not modify the terms and conditions of the Contract in any way, nor shall you accrue any rights because of any statement in or omission from this booklet. This booklet is *not* a Summary Plan Description to meet the requirements of ERISA. **Please refer to the Contractholder’s Summary Plan Description for the Contractholder’s rules regarding eligibility, COBRA and ERISA appeals.**

Notice: *This booklet is a summary of your group dental plan and must be in effect at the time covered dental services are provided. This information is not a guarantee of covered Benefits, services or payments.*

Contact Us

For more information please visit our website at www.dentegra.com/UNITEHERELocal25andHAWDC or call our Customer Service Center. A Customer Service Representative can answer questions you may have about obtaining dental care, help you locate a Dentegra Provider, explain Benefits, check the status of a claim and assist you in filing a claim.

You can access our automated information line at 855-245-8310 during regular business hours to obtain information about Enrollee eligibility and Benefits, group benefits, or claim status, or to speak to a Customer Service Representative for assistance. If you prefer to write us with your question(s), please mail your inquiry to the following address:

*Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023*



Anthony S. Barth, President

DEFINITIONS

Terms when capitalized in this Evidence of Coverage booklet have defined meanings, given in the section below or throughout the booklet sections.

Accepted Fee: the amount the attending UNITE HERE Local 25 EPO Network Provider agrees to accept as payment in full for services rendered.

Benefits: covered dental services provided under the terms of the Contract.

Calendar Year: the 12 months of the year from January 1 through December 31, except that the Calendar Year for 2017 shall be from April 1 through December 31.

Claim Form: the standard form used to file a claim or request Pre-Treatment Estimate.

Contract: the agreement between Dentegra and the Contractholder, including any attachments.

Contractholder: UNITE HERE Local 25 and Hotel Association of Washington, D.C. Health and Welfare Fund as named herein contracting to obtain Benefits.

Dependent Enrollee: an Eligible Dependent enrolled to receive Benefits.

Effective Date: the original date the Contract starts. This date is given on this booklet's cover.

Eligible Dependent: a dependent of an Eligible Employee eligible for Benefits.

Eligible Member: a member eligible for Benefits.

Emergency Service: an unforeseen situation ("Emergency"), occurring more than 50 miles from the Primary Enrollee's primary residence, requiring treatment of a dental condition that, without immediate dental attention, would result in unalleviated acute dental pain, dental infection, and/or dentally related bleeding.

Enrollee: an Eligible Member ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

Enrollee Copayment: the amount that an Enrollee is responsible for paying for a covered service at the time that treatment is received. The amount is listed in Attachment A, Table of Enrollee Copayments.

Enrollee Pays: Enrollee's financial obligation for services calculated as the difference between the amount shown as the "Accepted Fee" and the portion shown as "Dentegra Pays" on the claims statement when a claim is processed.

Enrollee's Effective Date of Coverage: the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

Non-Network Provider: a Provider who is not a UNITE HERE Local 25 EPO Network Provider. **No Benefits are payable under the Contract to Non-Network Providers except as provided under the Out-of-Network Services section in this Evidence of Coverage booklet.**

Open Enrollment Period: the period of the year during which employees may change coverage for the next Calendar Year.

Out-of-Network Services – services provided by a Non-Network Provider as defined under the Out-of-Network Services section in this Evidence of Coverage booklet.

Pre-Treatment Estimate: an estimation of the allowable Benefits under the Contract for the services proposed, assuming the person is an eligible Enrollee.

Primary Enrollee: an Eligible Member enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".

Procedure Code: the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.

Provider: a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

Qualifying Status Change: a change in:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125 and acceptable to Contractholder.

Single Procedure: a dental procedure that is assigned a separate Procedure Code.

Spouse: a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where the Contract is issued and delivered;
- as defined as a person of the same or opposite sex who is legally married to the Primary Enrollee under the laws of the state or jurisdiction in which the marriage took place;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

Submitted Fee: the amount that the Provider bills and enters on a claim for a specific procedure.

Table of Enrollee Copayments: the list of covered dental services showing the copayment amount to be paid by the Enrollee at the time that treatment is received from a UNITE HERE Local 25 EPO Network Provider for each covered Single Procedure. The list is provided in Attachment A, Table of Enrollee Copayments.

UNITE HERE Local 25 EPO Network Contracted Fees: the fee for each Single Procedure that a UNITE HERE Local 25 EPO Network Provider has contractually agreed to accept as payment in full for treating Enrollees.

UNITE HERE Local 25 EPO Network Provider: a Provider who contracts with Dentegra and agrees to accept Dentegra's UNITE HERE Local 25 EPO Network Contracted Fees as payment in full for services provided under this EPO dental plan and to comply with Dentegra's administrative guidelines.

PREMIUMS

Premiums are paid by the Contractholder based on contributions for Primary Enrollees by their employers.

ELIGIBILITY AND ENROLLMENT

Eligibility Requirements

All eligibility and termination of eligibility is determined by the Contractholder.

Enrollment Requirements

- A child who is eligible as a Primary Enrollee and a dependent can be insured under the Contract as a Primary Enrollee or a Dependent Enrollee but not both at the same time.
- Primary Enrollee coverage is required for dependents to be eligible for enrollment.
- Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- If an Enrollee loses coverage under the terms of this Contract and is later reinstated, coverage will resume provided the Contractholder submits the request to Dentegra that coverage be reactivated.

Loss of Eligibility

Coverage for Primary Enrollees and Dependent Enrollees ends upon the earlier of:

- the date a Primary Enrollee terminates employment for any reason including quitting, death, or transfer to employment that is not eligible for coverage under the dental plan, other than lay-off or an approved leave of absence, or
- the last day of the third consecutive month in which contributions are not made on behalf of a Primary Enrollee for any reason.

Continuation of Benefits

We will not pay for any services/treatment received after your coverage ends. However, we will pay for covered services incurred while you were eligible if the procedures were completed within 31 days of the date your coverage ended.

A dental service is incurred:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

Continued Coverage under USERRA

Coverage required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be provided in accordance with the terms of the Contractholder's plan.

Continuation of Coverage Under COBRA

COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) provides a way for you and your Dependent Enrollees who lose employer-sponsored group health plan coverage to continue coverage for a period of time.

We do not assume any of the notice or election obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED

We will pay Benefits for the dental services described in Attachment A and Attachment B when provided by a UNITE HERE Local 25 EPO Network Provider and when necessary and customary under generally accepted dental practice standards. Claims will be processed in accordance with our standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. We will provide advance notice to the Contractholder who will then distribute to Primary Enrollees.

No Benefits are payable under this Contract for services performed by a Non-Network Provider except as provided under Out-of-Network Benefits section in this Evidence of Coverage booklet.

Dentegra will use the processing policies that are in effect at the time the claim is processed. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and Exclusions will be applied for the period the person is an Enrollee under any Dentegra program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional waiting periods, if any, are listed in Attachments A and B.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under the Contract. If the UNITE HERE Local 25 EPO Network Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

Enrollee Copayments

Dentegra's provision of Benefits to UNITE HERE Local 25 EPO Network Providers is limited to the UNITE HERE Local 25 EPO Network Contracted Fees less the amount for a covered service shown on the Table of Enrollee Copayments (Attachment A). The Enrollee is responsible for paying the Enrollee Copayments at the time any treatment is received.

The Contractholder has chosen to require Enrollee Copayments under this plan as a method of sharing the costs of providing dental Benefits between Contractholder and Enrollees. Dentegra will require its UNITE HERE Local 25 EPO Network Providers to agree that they will not bill an Enrollee for a Benefit except as provided in this Section 4.03.

If a Provider discounts, waives or rebates any portion of the Enrollee Copayments, Dentegra will be obligated to provide as Benefits only the applicable amount of the fees as reduced by the amount of such fees or allowances that is discounted, waived or rebated.

Out-of-Network Services

- **Emergency Service:** Emergency Service is an unforeseen situation ("Emergency"), occurring more than 50 miles from the Primary Enrollee's primary residence and requiring treatment of a dental condition that, without immediate dental attention, would result in unalleviated acute dental pain, dental infection, and/or dentally related bleeding. In the case of such an Emergency, Benefits will be provided for dental services relating to the Emergency performed by a Non-Network Provider if such services are listed as covered in the Table of Enrollee Copayments (Attachment A). Covered services will be processed in accordance with the terms of this Contract including Limitations and Exclusions (Attachment B). Enrollees are responsible for the applicable Enrollee Copayments for the services provided. Dentegra will reimburse the Non-Network Provider the Submitted Fee minus the Enrollee Copayment for covered services.
- **Non-Emergency Service:** If an Enrollee resides or works more than 20 miles from a UNITE HERE Local 25 EPO Network Provider, the Enrollee may be treated by a Non-Network Provider. In such cases, Benefits will be provided for dental services performed by a Non-Network Provider if such services are listed as covered in the Table of Enrollee Copayments (Attachment A). Covered services will be processed in accordance with the terms of this Contract including Limitations and Exclusions (Attachment B). Enrollees are responsible for the applicable Enrollee Copayments and balance billing for any amounts over the UNITE HERE Local 25 EPO Network Contracted Fees for the services provided. Dentegra will reimburse the Non-Network Provider the UNITE HERE Local 25 EPO Network Contracted Fee minus the Enrollee Copayment for covered services.
- If an Enrollee is referred by a UNITE HERE Local 25 EPO Network Provider to a Non-Network Provider for specialty care that constitutes covered services, the Enrollee shall only be responsible for paying the applicable Enrollee Copayment for the covered services.

Claims for Out-of-Network Services may be submitted to:

Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023

Pre-Treatment Estimate

A UNITE HERE Local 25 EPO Network Provider may file a Claim Form before treatment, showing the services to be provided to you. We will estimate the amount of Benefits payable under the Contract for the listed services. The Benefits will be processed according to the terms of the Contract when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date Benefits under the Contract are amended if the services in the Pre-Treatment Estimate are part of the amendment;
- the date your coverage ends; or
- the date the Provider's agreement with Dentegra ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are enrolled and meet all the requirements of the program at the time the treatment you have planned is complete..

Coordination of Benefits

We coordinate the Benefits under the Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. If this plan is the "primary" plan, we will not reduce Benefits. If this plan is the "secondary" plan, we may reduce Benefits otherwise payable under the Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.

- How do we determine which plan is the "primary" program?
 - (1) The plan covering you as an employee is primary over a plan covering you as a dependent.
 - (2) The plan covering you as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
 - a) secondary to the plan covering the insured person as a dependent and
 - b) primary to the plan covering the insured person as other than a dependent (e.g. a retired employee), then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.
 - (3) Except as stated below, when this plan and another plan cover the same child as a dependent of different persons, called parents:
 - a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
 - b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
 - c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.
 - (4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial

responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.

- (5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) a) through (3) c).
- (6) The Benefits of a plan which covers an insured person as an employee who is neither laid off nor retired are determined before those of a plan which covers that insured person as a laid off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- (7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
 - a) First, the Benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
 - b) Second, the Benefits under the continuation coverage.

If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- (8) If none of the above rules determine the order of benefits, the benefits of the plan which covered you longer are determined before those of the plan which covered you for the shorter term.
- (9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

CLAIMS APPEAL

We will notify you and your UNITE HERE Local 25 EPO Network Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. You have at least 180 days after receiving a notice of denial to request an appeal or grievance by writing to us giving reasons why you believe the denial was wrong. You and your UNITE HERE Local 25 EPO Network Provider may also ask Dentegra to examine any additional information provided that may support the appeal or grievance.

Send your appeal or grievance to us at the address shown below:

Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023

We will send you a written acknowledgment within 5 days upon receipt of the appeal or grievance. We will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of the Contract, we shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. We will send the Enrollee a decision within 30 days after receipt of the Enrollee's appeal or grievance.

If the Enrollee believes he/she needs further review of their appeal or grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a

civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

Enrollee complaints regarding carriers can be made or sent in writing to:

District of Columbia Department of
Insurance, Securities and Banking Bureau
810 First Street, NW, Suite #701
Washington, DC 20002
Telephone: (202) 727-8000
Fax: (202) 535-1197

Department of Health
Government of the District of Columbia
899 North Capitol Street, NE
Washington, DC 20002
Telephone: (202) 671-5000
Fax: (202) 442-4795

If you are dissatisfied with the resolution reached through Dentegra's internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases:

District of Columbia Department of Health Care Finance
Office of the Health Care Ombudsman and Bill of Rights
One Judiciary Square
441 4th St. N.W., 900 South
Washington, D.C. 20001
1 (877) 685-6391, (202) 724-7491
Fax: (202) 442- 6724

If you are dissatisfied with the resolution reached through Dentegra's internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

For Non -Medical Necessity cases:

Stephen Taylor, Commissioner
Department of Insurance, Securities and Banking
810 First St. N.E., 7th Floor
Washington, D.C. 20002
202-727-8000
Fax: (202) 354-1085

GENERAL PROVISIONS

Clinical Examination

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, you as may be required to administer the claim, or have you be examined by a dental consultant retained by us at our expense, in or near your community or residence. We will in every case hold such information and records confidential.

Notice of Claim Form

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address shown below:

Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023

If the form is not furnished by us within 15 days after requested by you or your Provider, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to us, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. You or your Provider may download a Claim Form from our website, www.dentegra.com/UNITEHERELocal25andHAWDC.

Written Notice of Claim/Proof of Loss

We must be given written proof of loss within 12 months after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to us within 12 months of the termination of the Contract.

Time of Payment

Claims payable under the Contract for any loss other than loss for which the Contract provides any periodic payment will be paid immediately upon receipt of due written proof of loss. We will notify you and your UNITE HERE Local 25 EPO Network Provider of any additional information needed to process the claim within this 30 day period.

Physical Examination and Autopsy

Dentegra at its own expense shall have the right and opportunity to examine the person of the Primary Enrollee when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

To Whom Benefits Are Paid

Payment for Benefits will be provided to the Enrollee's UNITE HERE Local 25 EPO Network Provider. Payment for Benefits for Out-of-Network Services will be paid to the Primary Enrollee.

Misstatements on Application; Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the Contract, all statements made by you or the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under the Contract, unless it is contained in a written application.

Any misrepresentation, omission, concealment of fact or incorrect statement which is material to the acceptance of risk may prevent recovery if, had the true facts been known to us, we would not in good faith have issued the Contract at the same Premium rate.

Legal Actions

No action at law or in equity will be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract, nor will an action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by the Contract.

Conformity With Law

All legal questions about the Contract will be governed by the District of Columbia where the Contract was entered into and is to be performed. Any part of the Contract which conflicts with the laws of the District of Columbia or federal law is hereby amended to conform to the minimum requirements of such laws.

Non-Discrimination

Dentegra is committed to ensuring that no person is excluded from, or denied the benefits of our services, or otherwise discriminated against on the basis of race, color, national origin, disability, age, genetic testing, sexual orientation or

gender identity. Any person who believes that he or she has individually, or as a member of any specific class of persons, been subjected to discrimination may file a complaint in writing to:

Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023

Protection Disclaimer

The District of Columbia Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies (Contracts). If Dentegra Insurance Company becomes impaired or insolvent, **COVERAGE MAY NOT BE AVAILABLE FOR THE CONTRACT**. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned on residence in the District of Columbia. Other conditions may also preclude coverage.

The District of Columbia Life and Health Insurance Guaranty Association of the District of Columbia Insurance Commissioner will respond to any question you may have which are not answered by the Contract. Dentegra Insurance Company and agents are prohibited by law from using the existence of the Association or its coverage to sell a Contract.

Enrollees should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Act of 1992 when selecting Dentegra Insurance Company. Enrollees with additional questions may contact:

Mr. Robert M. Willis
Executive Director
District of Columbia Life and Health
Insurance Guaranty Association
1200 G Street, N.W.
Suite 800
Washington, DC 20005
(202) 434-8771
Fax: (202) 347-2990

Mr. Stephen Taylor
Commissioner
District of Columbia Department
of Insurance, Securities and Banking
810 First Street, N.E.
Suite 701
Washington, DC 20002
(202) 727-8000

Attachment A - Table of Enrollee Copayments

Table of Enrollee Copayments – UNITE HERE Local 25 EPO

This Evidence of Coverage provides dental Benefits under an exclusive provider organization (EPO). Dental Benefits must be obtained from a UNITE HERE Local 25 EPO Network Provider (except as provided under Out-of-Network Services as defined in Evidence of Coverage).

Please note the following:

- *When covered services are provided by a UNITE HERE Local 25 EPO Network Provider, the Enrollee will pay the amounts listed in the Enrollee Copayments column directly to the Provider prior to receiving covered services.*
- *All covered services are subject to the limitations and exclusions listed in this Evidence of Coverage.*
- *The below codes and nomenclature are copyright of the American Dental Association and represent the codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this document's release (CDT-17). Dentegra's administration of Benefits, limitations and exclusions under this plan at all times will be based on the then current version of CDT whether or not a revised table is provided.*

Notice: *Dentegra reserves the right to review and amend the Table of Enrollee Copayments annually, and Enrollees should verify the most recent version is being referenced prior to receiving services.*

Procedures not shown are not covered. If a condition can be treated by more than one procedure only the least costly professionally adequate service will be covered.

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
D0170	Re-evaluation – limited, problem focused (established patient; not post- operative visit)	No Cost
D0171	Re-evaluation – post-operative office visit	No Cost
D0180	Comprehensive periodontal evaluation - new or established patient	No Cost
D0210	Intraoral – complete series of radiographic images	No Cost
D0220	Intraoral - periapical - first radiographic image	No Cost
D0230	Intraoral - periapical - each additional radiographic image	No Cost
D0240	Intraoral - occlusal radiographic image	No Cost
D0270	Bitewing - single radiographic image	No Cost
D0272	Bitewings - two radiographic images	No Cost
D0273	Bitewings - three radiographic images	No Cost
D0274	Bitewings - four radiographic images	No Cost
D0277	Vertical bitewings - seven to eight radiographic images	No Cost
D0330	Panoramic radiographic image	No Cost
D0340	Cephalometric radiographic image	No Cost
D0350	2D oral/facial photographic image obtained intra-orally or extra-orally	No Cost
D0460	Pulp vitality tests	No Cost
D0470	Diagnostic casts	No Cost
D1110	Prophylaxis - adult	No Cost

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D1120	Prophylaxis - child	No Cost
D1208	Topical application of fluoride – excluding varnish	No Cost
D1510	Space maintainer – fixed, unilateral	No Cost
D1515	Space maintainer – fixed, bilateral	No Cost
D1520	Space maintainer – removable, unilateral	No Cost
D1525	Space maintainer – removable, bilateral	No Cost
D1550	Re-cement or re-bond space maintainer	No Cost
D1555	Removal of fixed space maintainer	No Cost
D1575	Distal shoe space maintainer – fixed – unilateral	No Cost
D2140	Amalgam - one surface, primary or permanent	No Cost
D2150	Amalgam - two surfaces, primary or permanent	No Cost
D2160	Amalgam - three surfaces, primary or permanent	No Cost
D2161	Amalgam - four or more surfaces, primary or permanent	No Cost
D2330	Resin-based composite - one surface, anterior	No Cost
D2331	Resin-based composite - two surface, anterior	No Cost
D2332	Resin-based composite - three surfaces, anterior	No Cost
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior).	No Cost
D2390	Resin-based composite crown, anterior	No Cost
D2391	Resin-based composite – one surface, posterior	No Cost
D2392	Resin-based composite – two surfaces, posterior	No Cost
D2393	Resin-based composite – three surfaces, posterior	No Cost
D2394	Resin-based composite – four or more surfaces, posterior	No Cost
D2740	Crown – porcelain /ceramic substrate	\$125.00
D2750	Crown - porcelain fused to high noble metal	\$125.00
D2751	Crown - porcelain fused to predominantly base metal	\$125.00
D2752	Crown - porcelain fused to noble metal	\$125.00
D2790	Crown - full cast high noble metal	\$125.00
D2791	Crown - full cast predominantly base metal	\$125.00
D2792	Crown - full cast noble metal	\$125.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	No Cost
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	No Cost
D2920	Re-cement or re-bond crown	No Cost
D2929	Prefabricated porcelain/ceramic crown – primary tooth	No Cost
D2930	Prefabricated stainless steel crown - primary tooth	No Cost
D2931	Prefabricated stainless steel crown - permanent tooth	No Cost
D2932	Prefabricated resin crown	No Cost
D2933	Prefabricated stainless steel crown with resin window	No Cost
D2934	Prefabricated esthetic coated stainless steel crown - primary tooth	No Cost
D2940	Protective restoration	No Cost
D2941	Interim therapeutic restoration – primary dentition	No Cost
D2949	Restorative foundation for an indirect restoration	No Cost
D2950	Core build-up, including any pins	No Cost

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D2951	Pin retention - per tooth, in addition to restoration	No Cost
D2952	Post and core in addition to crown, indirectly fabricated	No Cost
D2953	Each additional indirectly fabricated post - same tooth	No Cost
D2954	Prefabricated post and core in addition to crown	No Cost
D2955	Post removal	No Cost
D2957	Each additional prefabricated post - same tooth	No Cost
D2980	Crown repair necessitated by restorative material failure	No Cost
D3110	Pulp cap - direct (excluding final restoration)	No Cost
D3120	Pulp cap - indirect (excluding final restoration)	No Cost
D3220	Therapeutic pulpotomy (excluding final restoration)	No Cost
D3221	Pulpal debridement, primary and permanent teeth	No Cost
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	No Cost
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	No Cost
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	No Cost
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	\$75.00
D3330	Endodontic therapy, molar (excluding final restoration)	\$75.00
D3331	Treatment of root canal obstruction; non-surgical access	No Cost
D3346	Retreatment of previous root canal therapy - anterior	\$75.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$75.00
D3348	Retreatment of previous root canal therapy - molar	No Cost
D3410	Apicoectomy - anterior	No Cost
D3421	Apicoectomy - bicuspid (first root)	No Cost
D3425	Apicoectomy - molar (first root)	No Cost
D3426	Apicoectomy (each additional root)	No Cost
D3427	Periradicular surgery without apicoectomy	No Cost
D3430	Retrograde filling - per root	No Cost
D3910	Surgical procedure for isolation of tooth with rubber dam	No Cost
D3920	Hemisection (including any root removal), not including root canal therapy	No Cost
D3950	Canal preparation and fitting of preformed dowel or post	No Cost
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	No Cost
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	No Cost
D4230	Anatomical crown exposure - four or more contiguous teeth per quadrant	No Cost
D4260	Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant	\$125.00
D4261	Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant	\$40.00 per Tooth, Max \$100.00
D4263	Bone replacement graft - first site in quadrant	No Cost
D4264	Bone replacement graft - each additional site in quadrant	No Cost
D4265	Biologic materials to aid in soft and osseous tissue regeneration	No Cost

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth, implant or edentulous tooth position in graft	No Cost
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth, implant or edentulous tooth position in same graft site	No Cost
D4341	Periodontal scaling and root planing - four or more teeth per quadrant	No Cost
D4342	Periodontal scaling and root planing - one to three teeth per quadrant	No Cost
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	No Cost
D4910	Periodontal maintenance procedure	No Cost
D5110	Complete denture - maxillary	No Cost
D5120	Complete denture - mandibular	No Cost
D5130	Immediate denture - maxillary	No Cost
D5140	Immediate denture - mandibular	No Cost
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$75
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$75
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$75
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$75
D5221	immediate maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	\$75
D5222	immediate mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	\$75
D5223	immediate maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$75
D5224	immediate mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$75
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$75
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$75
D5410	Adjust complete denture - maxillary	No Cost
D5411	Adjust complete denture - mandibular	No Cost
D5421	Adjust partial denture - maxillary	No Cost
D5422	Adjust partial denture - mandibular	No Cost
D5510	Repair broken complete denture base	No Cost
D5520	Replace missing broken tooth - complete denture (each tooth)	No Cost
D5610	Repair resin denture base	No Cost
D5620	Repair cast framework	No Cost
D5630	Repair or replace broken clasp	No Cost
D5640	Replace broken teeth - per tooth	No Cost
D5650	Add tooth to existing partial denture	No Cost
D5660	Add clasp to existing partial denture – per tooth	No Cost
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	No Cost
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	No Cost

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D5730	Reline complete maxillary denture (chairside)	No Cost
D5731	Reline complete mandibular denture (chairside)	No Cost
D5740	Reline maxillary partial denture (chairside)	No Cost
D5741	Reline mandibular partial denture (chairside)	No Cost
D5750	Reline complete maxillary denture (laboratory)	No Cost
D5751	Reline complete mandibular denture (laboratory)	No Cost
D5760	Reline maxillary partial denture (laboratory)	No Cost
D5761	Reline mandibular partial denture (laboratory)	No Cost
D6210	Pontic - cast high noble metal	\$125.00
D6211	Pontic - cast predominantly base metal	\$125.00
D6212	Pontic - cast noble metal	\$125.00
D6240	Pontic - porcelain fused to high noble metal	\$125.00
D6241	Pontic - porcelain fused to predominantly base metal	\$125.00
D6242	Pontic - porcelain fused to noble metal	\$125.00
D6245	Pontic – porcelain/ceramic	\$125.00
D6253	Provisional pontic - further treatment or completion of diagnosis necessary prior to final impression	No Cost
D6545	Retainer - cast metal for resin bonded fixed prosthesis	No Cost
D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis	No Cost
D6549	Retainer - for resin bonded fixed prosthesis	No Cost
D6740	Retainer crown - porcelain/ceramic	\$125.00
D6750	Retainer crown - porcelain fused to high noble metal	\$125.00
D6751	Retainer crown - porcelain fused to predominantly base metal	\$125.00
D6752	Retainer crown - porcelain fused to noble metal	\$125.00
D6780	Retainer crown - 3/4 cast high noble metal	\$125.00
D6781	Retainer crown - 3/4 cast predominantly base metal	\$125.00
D6782	Retainer crown - 3/4 cast noble metal	\$125.00
D6783	Retainer crown - 3/4 porcelain/ceramic	\$125.00
D6790	Retainer crown - full cast high noble metal	\$125.00
D6791	Retainer crown - full cast predominantly base metal	\$125.00
D6792	Retainer crown - full cast noble metal	\$125.00
D6793	Provisional retainer crown - further treatment or completion of diagnosis necessary prior to final impression	\$125.00
D6930	Re-cement or re-bond fixed partial denture	No Cost
D7111	Extraction, coronal remnants - deciduous tooth	No Cost
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	No Cost
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	No Cost
D7220	Removal of impacted tooth - soft tissue	No Cost
D7230	Removal of impacted tooth - partially bony	No Cost
D7240	Removal of impacted tooth - completely bony	No Cost
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	No Cost

PROCEDURE NUMBER	PROCEDURE DESCRIPTION	ENROLLEE COPAYMENTS
D7250	Surgical removal of residual tooth roots (cutting procedure)	No Cost
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	No Cost
D7311	Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	No Cost
D7510	Incision and drainage of abscess - intraoral soft tissue	No Cost
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$1,500.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$1,500.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$1,500.00
D8660	Pre-orthodontic treatment examination to monitor growth and development	No Cost
D8670	Periodic orthodontic treatment visit	No Cost
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	No Cost
D8681	removable orthodontic retainer adjustment	No Cost
D9110	Palliative (emergency) treatment of dental pain - minor procedures	No Cost
D9210	Local anesthesia not in conjunction with operative or surgical procedures	No Cost
D9211	Regional block anesthesia	No Cost
D9212	Trigeminal division block anesthesia	No Cost
D9215	Local anesthesia in conjunction with operative or surgical procedures	No Cost
D9219	Evaluation for deep sedation or general anesthesia	No Cost
D9223	Deep sedation/general anesthesia – each 15 minute increment	No Cost
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	No Cost
D9243	intravenous moderate (conscious) sedation/analgesia – each 15 minute increment	No Cost
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	No Cost
D9986	Missed appointment	\$20.00 (per 30-minutes)

Attachment B – Limitations and Exclusions

UNITE HERE Local 25 EPO

This Evidence of Coverage provides dental Benefits under an Exclusive Provider Organization (EPO). Dental Benefits must be obtained from a UNITE HERE Local 25 EPO Network Provider (except as provided under Out-of-Network Services as defined in Evidence of Coverage).

Any service that is not specifically listed as a covered dental service in Attachment A is excluded. In addition, the covered dental services are subject to the following exclusions and limitations:

1. Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services". Optional Services also include the use of specialized techniques instead of standard procedures.

Examples of Optional Services:

- a) a crown where a filling would restore the tooth;
- b) an inlay/onlay instead of an amalgam restoration.

If an Enrollee receives Optional Services, an alternate Benefit will be allowed, which means Dentegra will base Benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The Enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure

2. Prophylaxis, including scaling and polishing, is limited to once every six months.
3. X-ray limitations:
 - a) Dentegra will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
 - b) When a panoramic film is submitted with supplemental film(s), Dentegra will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
 - c) If a panoramic film is taken in conjunction with an intraoral complete series, Dentegra considers the panoramic film to be included in the complete series.
 - d) When a panoramic film is submitted with supplemental film(s), Dentegra will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
 - e) If a panoramic film is taken in conjunction with an intraoral complete series, Dentegra considers the panoramic film to be included in the complete series.
4. Replacement of an amalgam or resin-based composite restorations (fillings) or prefabricated crowns within 24 months of treatment by the same Provider/Provider office within 24 months are included in the fee for the original restoration.
5. Retreatment of root canal therapy by the same Provider/Provider office within 24 months is considered part of the original procedure.
6. Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.
7. Space maintainer limitations:
 - a) Space maintainers are limited to the initial appliance and are a Benefit for an Enrollee to age 14.
 - b) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different Provider/Provider's office.
8. Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
9. When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
10. Recementation of Crowns, Inlays/Onlays or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within six (6) months of the initial placement.

11. Orthodontia coverage, when provided, is limited to:
 - a) Diagnosis, including models, photographs, x-rays, and tracings.
 - b) Active fully banded treatment, including necessary appliances and progress x-rays.
 - c) Retention treatment following active treatment (not to exceed ten visits in any 18 month period).
 - d) Phase I (interceptive orthodontic treatment) is excluded.
 - e) Benefits will not be provided beyond a period of 24 consecutive months of active treatment; nor beyond a period of 18 consecutive months of retention treatment. Dental Plan will not be liable for the replacement and/or repair of any appliance that was not initially furnished by Dental Plan.
 - f) Benefits will be provided to an Enrollee not more than once within a five-year period.
 - g) Patients must be age 11 or older.
12. Cosmetic services are excluded. Cosmetic services are those services that are elective and that are not necessary for good dental health. Cosmetic services include, but are not limited to:
 - a) Alteration or extraction and replacement of sound teeth.
 - b) Any treatment of the teeth to remove or lessen discoloration.
 - c) Treatment to restore tooth structure lost from wear, erosion, or abrasion.
13. Examination, evaluation and treatment of temporomandibular joint (TMJ) pain dysfunction are excluded.
14. Dentures are limited to one partial denture or one complete denture per arch within a five-year period.
15. Replacement of complete dentures, removable partial dentures, fixed partial dentures or any other dental appliances previously supplied by Dental Plan, due to loss or theft is excluded, unless the Enrollee received such appliance prior to the immediately preceding five-year period.
16. Dental expenses incurred in connection with any dental procedure started prior to an Enrollee's Effective Date of Coverage under the Contract are excluded. Examples: orthodontic work in progress, teeth prepared for crowns, root canal therapy in progress.
17. Hospitalization for any dental procedure is excluded.
18. Drugs obtainable with or without a prescription are excluded.
19. Dental implants, and any prosthesis, crown, bridge, or denture associated with a dental implant are excluded.
20. Services rendered by prosthodontic specialists are excluded.
21. Procedures requiring fixed prosthodontic restorations that are necessary for complete oral rehabilitation or reconstruction are excluded.
22. Procedures relating to the change and maintenance of vertical dimension or the restoration of occlusion are excluded.
23. General anesthesia is covered only when administered in an oral surgeon's office for extractions.
24. Treatment of malignancies, cysts, neoplasms or congenital malformations is excluded.
25. Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws are excluded; services that are provided without cost to the Enrollee by any municipality, county, or other political subdivision are excluded.
26. Dentegra will not pay for Benefits for any services received by a person who is not an Enrollee at the time of treatment except for covered dental services incurred when the person was covered if such procedure is completed within 31 days of the date coverage ends. A dental service is incurred as follows:
 - a) for an appliance (or change to an appliance), at the time the impression is made;
 - b) for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
 - c) for root canal therapy, at the time the pulp chamber is opened; and
 - d) for all other dental services, at the time the service is performed or the supply furnished.

HIPAA Notice of Privacy Practices

CONFIDENTIALITY OF YOUR HEALTH INFORMATION

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 is required by law to inform you of how Dentegra and its affiliates (“Dentegra”) protect the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as individually identifiable information regarding a patient’s health care history, mental or physical condition or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Dentegra receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosure of your PHI without your authorization is prohibited.

We follow the privacy practices described in this notice and federal and state privacy requirements that apply to our administration of your benefits. Dentegra reserves the right to change our privacy practice effective for all PHI maintained. We will update this notice if there are material changes and redistribute it to you within 60 days of the change to our practices. We will also promptly post a revised notice on our website. A copy may be requested anytime by contacting the address or phone number at the end of this notice. You should receive a copy of this notice at the time of enrollment in a Dentegra program and will be informed on how to obtain a copy at least every three years.

PERMITTED USES AND DISCLOSURES OF YOUR PHI

Uses and disclosures of your PHI for treatment, payment or health care operations

Your explicit authorization is not required to disclose information about yourself for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. If your benefit plan is sponsored by your employer or another party, we may provide PHI to your employer or plan sponsor to administer your benefits. As permitted by law, we may disclose PHI to third-party affiliates that perform services for Dentegra to administer your benefits, and who have signed a contract agreeing to protect the confidentiality of your PHI, and have implemented privacy policies and procedures that comply with applicable federal and state law.

Some examples of disclosure and use for treatment, payment or operations include: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with other insurers. Some other examples are:

- Uses and/or disclosures of PHI in facilitating treatment. *For example, Dentegra may use or disclose your PHI to determine eligibility for services requested by your provider.*
- Uses and/or disclosures of PHI for payment. *For example, Dentegra may use and disclose your PHI to bill you or your plan sponsor.*
- Uses and/or disclosures of PHI for health care operations. *For example, Dentegra may use and disclose your PHI to review the quality of care provided by our network of providers.*



Other permitted uses and disclosures without an authorization

We are permitted to disclose your PHI upon your request, or to your authorized personal representative (with certain exceptions), when required by the U. S. Secretary of Health and Human Services to investigate or determine our compliance with the law, and when otherwise required by law. Dentegra may disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority
- Subpoena in a civil action;
- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations.

Some other examples include: to notify or assist in notifying a family member, another person, or a personal representative of your condition; to assist in disaster relief efforts; to report victims of abuse, neglect or domestic violence to appropriate authorities; for organ donation purposes; to avert a serious threat to health or safety; for specialized government functions such as military and veterans activities; for workers' compensation purposes; and, with certain restrictions, we are permitted to use and/or disclose your PHI for underwriting, provided it does not contain genetic information. Information can also be de-identified or summarized so it cannot be traced to you and, in selected instances, for research purposes with the proper oversight.

Disclosures Dentegra makes with your authorization

Dentegra will not use or disclose your PHI without your prior written authorization unless permitted by law. If you grant an authorization, you can later revoke that authorization, in writing, to stop the future use and disclosure. The authorization will be obtained from you by Dentegra or by a person requesting your PHI from Dentegra.

YOUR RIGHTS REGARDING PHI

You have the right to request an inspection of and obtain a copy of your PHI.

You may access your PHI by contacting Dentegra at the address at the bottom of this notice. You must include (1) your name, address, telephone number and identification number, and (2) the PHI you are requesting. Dentegra may charge a reasonable fee for providing you copies of your PHI. Dentegra will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or x-rays, is returned by Dentegra to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Dentegra does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact Dentegra as noted below if you have questions about access to your PHI.



You have the right to request a restriction of your PHI.

You have the right to ask that we limit how we use and disclose your PHI, however, you may not restrict our legal or permitted uses and disclosures of PHI. While we will consider your request, we are not legally required to accept those requests that we cannot reasonably implement or comply with during an emergency. If we accept your request, we will put our understanding in writing.

You have the right to correct or update your PHI.

You may request to make an amendment of PHI we maintain about you. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to your employer, if applicable, to amend your enrollment information. Please contact the privacy office as noted below if you have questions about amending your PHI.

You have rights related to the use and disclosure of your PHI for marketing.

Dentegra agrees to obtain your authorization for the use or disclosure of PHI for marketing when required by law. You have the opportunity to opt-out of marketing that is permitted by law without an authorization. Dentegra does not use your PHI for fundraising purposes.

You have the right to request or receive confidential communications from us by alternative means or at a different address.

Alternate or confidential communication is available if disclosure of your PHI to the address on file could endanger you. You may be required to provide us with a statement of possible danger, as well as specify a different address or another method of contact. Please make this request in writing to the address noted at the end of this notice.

You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI.

You have a right to an accounting of disclosures with some restrictions. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons, certain law enforcement purposes or disclosures made as part of a limited data set. Please contact us at the number at the end of this notice if you would like to receive an accounting of disclosures or if you have questions about this right.

You have the right to get this notice by email.

A copy of this notice is posted on the Dentegra website. You may also request an email copy or paper copy of this notice by calling our Customer Service number listed at the bottom of this notice.

You have the right to be notified following a breach of unsecured protected health information.

Dentegra will notify you in writing, at the address on file, if we discover we compromised the privacy of your PHI.



COMPLAINTS

You may file a complaint with Dentegra and/or with the U. S. Secretary of Health and Human Services if you believe Dentegra has violated your privacy rights. Complaints to Dentegra may be filed by notifying the contact below. We will not retaliate against you for filing a complaint.

Contacts

You may contact Dentegra at 877-280-4204, or you may write to the address listed below for further information about the complaint process or any of the information contained in this notice.

Dentegra Insurance Company
P.O. Box 1850
Alpharetta, GA 30023-1850

This notice is effective on and after January 1, 2017.

Note: Dentegra's privacy practices reflect applicable federal law as well as known state law and regulations. If applicable state law is more protective of information than the federal privacy laws, Dentegra protects information in accordance with the state law.

Last Significant Changes to this notice:

- Clarified that Dentegra does not use your PHI for fundraising purposes. Effective January 1, 2016
- Clarified that Dentegra's privacy policy reflect federal and state requirements.
– effective January 1, 2015
- Updated contact information (mailing address and phone number) – effective July 1, 2013
- Updated Dentegra's duty to notify affected individuals if a breach of their unsecured PHI occurs
– effective July 1, 2013
- Clarified that Dentegra does not and will not sell your information without your express written authorization – effective July 1, 2013
- Clarified several instances where the law requires individual authorization to use and disclose information (e.g., fundraising and marketing as noted above) – effective July 1, 2013

