



# Guide to Benefits

**HMSA Small Business Dental**  
PPO Bronze 1000  
Plan 202

**2024**



An Independent Licensee of the Blue Cross and Blue Shield Association



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# Chapter 1: Critical Concepts

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*This chapter explains important concepts that affect your coverage. In many instances, you will be referred to other chapters for additional details about a concept.*

## Using Your Dental Guide

This **Guide** explains your dental coverage in nine chapters. Each chapter explains a different aspect of your coverage.

## Review Entire Document

While you might refer to some chapters more often than others, keep in mind that all chapters are important. You should familiarize yourself with the entire guide. For a quick view of all chapter topics, see *Table of Contents* at the beginning of the guide.

## Terminology

The terms **You** and **Your** mean you and your family members eligible for this coverage. **We**, **Us**, and **Our** refer to HMSA.

The term **Provider** means an approved **Dentist** or other practitioner who provides you with dental care services. Your provider may also be the place where you get your services, such as routine dental care services or specialized dental services.

## Definitions

Throughout this guide, terms appear in ***Bold Italics*** the first time they are defined. Terms are also defined in *Chapter 9: Defined Terms*.

## How to Contact Us

If you have any questions about your coverage, you can refer to this Guide or call us. Telephone numbers appear on the back cover of this guide. If your question is regarding a dispute, see *Chapter 6: Resolving Disputes*.

## How You can Help Control Your Dental Costs

- Carefully read your guide so that you understand your dental **Plan** and how to maximize your coverage.
- Take care of your teeth daily (brush at least twice and floss at least once).
- Schedule and receive regular teeth cleaning and exams as often as your dentist recommends. For details on how often these services are covered under this plan, see *Chapter 3: Services & Copayments*.
- Don't let a minor dental problem become a major one.
- Be an active participant in your treatment so you can make informed decisions about your dental care. Talk with your Dentist and ask questions. Understand the treatment program and any risks, benefits, alternatives, and costs associated with it.
- Take time to read and understand your ***Explanation of Benefits (EOB)***. This report shows how we determined payment. Make sure you are billed only for those services you received. For details regarding the EOB, see *Explanation of Benefits (EOB)* under *Chapter 5: Filing Claims*.

### Covered Service Criteria

To determine whether or not a specific service is covered under your plan and eligible for payment by us, all of the following criteria must be met:

- The service is listed as covered in *Chapter 3: Services & Copayments*. Please note: even if a service is covered, you may be responsible for a portion of costs. For more information, see *Chapter 2: Amounts You May Owe*.
- The service is not specifically excluded. Even if a service is not specifically listed in *Chapter 3: Services & Copayments* as an exclusion, it is not considered covered unless the care meets all of the criteria listed in this section.
- The service meets **Payment Determination Criteria** (see *Chapter 9: Defined Terms*). You may ask your provider to contact us to determine if the care you seek meets payment determination criteria. We should be contacted before you receive the care in question.
- The service is consistent with our dental policies. Call us if you have questions.
- The service is ordered by and received from an HMSA Dental Network Provider, or services are for an emergency.
- Another party does not have an obligation to pay. If another party is responsible, payment under this coverage may be affected. See *Chapter 7: Other Party Responsibility*.
- The service is not subject to a **Waiting Period**.
- The service has not exceeded a stated service limitation. See *Chapter 3: Services & Copayments*.
- Authorization is obtained for any services requiring prior authorization. See *Services that Require Prior Authorization* later in this chapter.

### 24/7 Emergency Dental Care

Your HMSA Dental plan includes access to virtual dental visits delivered by TeleDentistry.com.

If you have a serious and/or painful dental issue and you cannot get in touch with your dentist after hours, you have 24/7 access to a dentist by phone or video call. This valuable benefit can save you both time and money.

- The service is available to you on island or on the Mainland, you'll be connected to a dentist who'll help resolve the problem and write prescriptions if necessary. The Teledentistry.com dentist can refer you to an in-network HMSA dentist or your regular dentist for further care as needed.
- Visit [hmsadental.com/teledentistry](https://hmsadental.com/teledentistry) or call (866) 256-1871.

## Choosing a Dentist

Under this plan, you can seek care from almost any dentist. To keep your costs as low as possible, you should go to a participating dentist whenever possible. For a listing of participating dentists, refer to the HMSA's Directory of Participating Dentists. Please note: the directory is subject to change and may not reflect the most current information about a dentist. To confirm a dentist's status, you can ask your dentist, call us. You can find participating dentist on the mainland U.S by going to [hmsa.com](https://hmsa.com), then Find A Doctor and selecting the National Dentist Finder.

Participating Dentist Facts	Non-Participating Dentist Facts
We have contracts with participating dentists. We recognize and approve participating dentists.	We do not contract with nonparticipating dentists or located outside the United States.
HMSA also contracts with a third party to provide dental benefits through their network.	You are responsible for dental services rendered outside the United States and its territories.
We credential participating dentists. We look at many factors including licensure, professional history, and type of practice.	We do not credential nonparticipating dentists.
They agree to comply with our payment policies.	They do not agree to comply with our payment policies.
They agree to file claims for covered services on your behalf.	You are responsible for ensuring that claims are filed. If the Dentist does not file for you, you must file yourself. See <i>Chapter 5: Filing Claims</i> .
They agree to submit Prior Authorization requests for specific covered services on your behalf.	You are responsible for getting the approval. If you do not receive approval and receive any of the services described in this chapter, benefits may be denied.
They agree to accept our eligible charge as payment in full for covered services, (with the exception of *High-Cost Procedures).  For information related to *High-Cost Procedures, refer to <i>Chapter 2: Amounts you May Owe</i> under Amounts Exceeding Eligible Charge.  You are not responsible for any difference between the eligible charge and the amount billed by the dentist (unless the covered service is considered a *High-Cost Procedure).	They do not agree to accept the eligible charge as payment in full. You must pay the dentist in full at the time receive services. We reimburse the eligible charge minus any applicable copayment and deductible. The eligible charge may be less than the dentist's charge.
You pay the applicable copayment at the time you receive services.	You pay the provider in full at the time you receive services. We reimburse you any applicable amount after We receive and review a claim.
You pay the applicable deductible at the time you receive services.	You pay the provider in full at the time you receive services. We reimburse you any applicable amount after we receive and review a claim.

### Services that Require Prior Authorization

**Prior Authorization** is a written request by a provider for verification of benefits prior to rendering services. This request helps us determine how we will process a claim based on your benefits. If you are under the care of an HMSA participating dental provider or contracting provider, he or she will get approval for you.

Prior authorization is required for the following services and devices. Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria. **Your provider is not responsible for treatment costs or penalties for failure to obtain approval.**

**You are responsible for 100% of charges for the services listed below if prior authorization is not obtained before services are rendered:**

- Crowns and Dentures
- Periodontal Scaling
- Denture reline and rebase
- Maxillofacial Prosthetics
- Medically Necessary Orthodontia

### How to Request Prior Authorization

Ask for prior authorization by writing us at:

HMSA Dental Services  
P.O. Box 69436  
Harrisburg, PA 17106-9436  
Fax: (888) 255-0876

If you have questions, please call us at:  
(808) 948-6440 or 1(800) 792-4672 toll-free.

### Changes to this Guide's List of Prior Authorization Services

From time to time, we need to update the list of services and supplies that require prior authorization. Changes are needed so that your plan benefits remain current with the way therapies are delivered. Changes may occur at any time during your plan year. If you would like to know if a treatment, procedure or device has been added or deleted from the list in this guide, call us at the telephone number on the back cover of this guide.

### Our Response to Your Request for Prior Authorization for Non-Urgent Dental Care

If your request for prior authorization is not urgent, HMSA will respond to your request within a reasonable time that is appropriate to the medical circumstances of your case. We will respond within 15 business days after we receive your request. We may extend the response time once for an additional 15 business days if we cannot respond to your request within the first 15 business days and if it is due to circumstances beyond our control. If this happens, we will let you know before the end of the first 15 business days. We will tell you why we are extending the time and the date we expect to have our decision. If we need added details from you, we will let you know and give you at least 45 business days to provide the information.

## **Our Response to Your Request for Prior Authorization for Urgent Dental Care**

Your care is urgent if the time periods that apply to prior authorization for non-urgent care are the following:

- Could seriously risk your life or health or your ability to regain maximum function, or
- In the opinion of your treating physician or dentist, would subject you to severe pain that cannot be adequately managed without the care that is the subject of the request for prior authorization.

HMSA will respond to your request for prior authorization of urgent care as soon as possible given the medical circumstances of your case. It will be no later than 24 hours after all information sufficient to make a determination is provided to us.

If you do not provide enough details for us to determine if or to what extent the care you request is covered, we will notify you within 24 hours after we receive your request. We will let you know what information we need to respond to your request and give you a reasonable time to respond. You will have at least 48 hours to provide the information.

## **Appeal of Our Prior Authorization Decision**

If you do not agree with our prior authorization decision, you may appeal it. See *Chapter 6: Resolving Disputes*.

## **Is the Care Consistent with HMSA's Dental Policies?**

To be covered, the care you get must be consistent with the provider's scope of practice, state licensure requirements, and HMSA's dental policies. These are policies drafted by HMSA Dental Directors, many of whom are practicing dentists, with community dental and nationally recognized authorities.

Each policy provides detailed coverage criteria for when a specific dental service meets payment determination criteria. If you have questions about the policies or would like a copy of a policy related to your care, please call us at one of the telephone numbers on the back cover of this guide.

## **Agreement**

The Agreement between HMSA and you is made up of all of the following:

- This Guide to Benefits.
- Any riders and/or amendments.
- The enrollment form submitted to us.

## **Our Rights to Interpret this Document**

We will interpret the provisions of the Agreement and will determine all questions that arise under it. We have the administrative discretion:

- To determine if you meet our written eligibility requirements.
- To determine the amount and type of benefit payable to you or your dependents according to the terms of this agreement.
- To interpret the provisions of this Agreement as is needed to determine benefits, including but not limited to decisions on medical necessity and applicable changes in HMSA's dental policies.
- To make changes as required by Federal law and/or Hawaii State Law.

Our determinations and interpretations, and our decisions on these matters are subject to de novo review as provided in this Guide to Benefits or as allowed by law. If you do not agree with our interpretation or determination, you may appeal. See Chapter 6: Resolving Disputes.

No oral statement of any person shall modify or otherwise affect the benefits, limits and exclusions of this Guide to Benefits, convey or void any coverage, or increase or reduce any benefits under this Agreement.

## Chapter 2: Amounts You May Owe

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*In general, your payment obligation for a service that is covered is a fraction of total costs. This chapter explains the various charges for which you may be responsible.*

### **Copayment**

A **Copayment** is an amount you owe for most covered services. A copayment is a fixed dollar amount. Members ages 19 & older may have the same or higher coinsurance amounts per service. Copayment amounts appear in *Chapter 3: Services & Copayments*.

### **Deductible**

The **Deductible** is a set dollar amount that you must pay for covered services each calendar year before reimbursement for dental benefits begin. Only eligible charge amounts are used to satisfy the deductible. For example:

- If your deductible amount is = \$25
- And the total charge is \$25.
- And the eligible charge is \$20.
- The amount applied towards your deductible = \$20

### **Your deductible is as follows:**

- \$25 per covered person

Once each covered person has met their deductible for the calendar year, no further deductible must be met during the rest of the calendar year.

The deductible in this policy applies to all services covered under this plan with the exception of orthodontic services.

### **Amounts Exceeding Eligible Charge**

In certain circumstances, you may owe the difference between the amount billed by your dentist and the **Eligible Charge**. This applies if you choose a \*High-Cost Procedure. With \*High-Cost Procedures, two treatment options exist, however, one is more cost effective than the other. You have a choice whether to receive the \*High-Cost Procedure or the more cost effective one. If you choose the \*High-Cost Procedure, you are responsible for the following amounts:

- The copayment of the most cost-effective procedure; and
- Any difference between the amount the dentist bills for the \*High-Cost Procedure and the eligible charge for the more cost-effective procedure.
- Resin-based composite filling for posterior teeth are considered a \*High-Cost Procedure.
- Porcelain crowns on molar teeth are considered a \*High-Cost Procedure.



### **Amounts Exceeding Calendar Year Maximum**

The ***Calendar Year Maximum*** is the maximum dollar amount we will pay toward covered services during a calendar year. The calendar year maximum under this plan is \$1,000 per person age 19 and older; benefits for members under age 19 do not include a calendar year maximum.

### **Out of Pocket Maximum**

The ***Out-of-Pocket Maximum*** is the maximum dollar amount you will pay toward covered services during a calendar year. Once the out-of-pocket maximum is met, you are no longer responsible for deductible (if applicable) or copayment amounts unless otherwise noted.

- The out-of-pocket maximum is \$400 per child to \$800 for two or more children.
- The out-of-pocket maximum under this plan is limited to members under age 19.
- Benefits for members age 19 and older do not include an out-of-pocket maximum.
- The out-of-pocket maximum applies to covered services provided by an in-network provider only.

The following amounts do not apply toward meeting the out-of-pocket maximum. You are also responsible for these amounts even after you have met the copayment maximum:

- Payments for services subject to a service limit maximum. See *Amounts Exceeding a Service Limit* addressed later in this chapter.
- The difference between the actual charge and the eligible charge that you pay when you receive services from a nonparticipating provider.
- Payments for non-covered services.
- Covered services provided by a non-participating provider do not apply to the out-of-pocket maximum.

### Calendar Year Rollover

A **Rollover** is a portion of your unused calendar year maximum that may be carried over to the next calendar year for future dental services. You may accumulate up to \$350 in a calendar year which will roll over and be added to your calendar year maximum no later than March 15th of the following year, provided the following conditions are met:

- You are a member of the plan on the last day of the calendar year;
- The member is age 19 and older; rollover does not apply to members under age 19. You receive at least one (1) covered service during the calendar year while covered under this plan;
- Total claims paid during the calendar year does not exceed \$500; and
- The sum of the unused calendar year rollover benefits from prior years does not exceed \$1,000.

Here's an example of how the calendar year rollover benefit works.

Calendar Year	One (1)	Two (2)	Three (3)	Four (4)	Five (5)
Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Covered Service Received	Yes	Yes	Yes	Yes	Yes
Total Claims Paid during Calendar Year	\$275	\$880	\$200	\$200	\$400
Calendar Year Rollover (based on prior year qualification)	-	\$350	\$0	\$350	*\$300
Accumulated Rollover Amount	-	\$350	\$350	\$700	\$1,000
Calendar Year Maximum + Accumulated	\$1,000	\$1,350	\$1,350	\$1,700	\$2,000

\*Only \$300 can be added before reaching the rollover maximum of \$1,000.

The calendar year rollover can be accumulated from one calendar year to the next, up to \$1,000 unless:

1. Total claims paid during a calendar year exceed \$500, or
2. No claims for covered services are incurred during a calendar year.

If either of the above instances occurs, there will be no additional calendar year rollover for that calendar year.

If total claims paid during any one calendar year exceed the calendar year maximum, the excess amount will be deducted from the rollover amount available for that calendar year. No additional calendar year rollover will be earned for that calendar year and the rollover amount available for the next calendar year will be reduced by the amount deducted for the excess claim amount.

If coverage under this benefit is first provided during a partial calendar year, the calendar year rollover will be calculated as if coverage was provided for a full calendar year. For example:

- Coverage begins 11/1, and
- One covered service claim for \$100 occurs 12/15, and
- The claim is filed and approved prior to 3/1 of the following year, and
- Premiums are paid and up-to-date; therefore.
- A \$350 calendar year rollover will be available for use in the following year.

To assure accurate calculation of the calendar year rollover, claims should be submitted in a timely manner, as described in *Chapter 5: Filing Claims*.

The following expenses are not included when calculating the total claims paid:

- Deductibles
- Co-payments
- Payments for services subject to a maximum once you reach the maximum.
- Any amount that exceeds eligible charges as described in this chapter.
- Non-covered services
- Orthodontic benefits.

#### **When Your Calendar Year Rollover Benefit Ends**

You will lose your right to any Calendar Year Rollover or Accumulated Rollover Amount when you lose eligibility for coverage in your plan. The Accumulated Rollover Amount can be used only while you are enrolled in your plan and while your plan continues to offer the Calendar Year Rollover benefit. This means that if you change from one HMSA dental plan to another HMSA dental plan, or if your plan is terminated, you lose your right to any rollover benefit that has not been used.

### **Amounts Exceeding a Service Limit**

A **Service Limit** restricts a covered service in some way, such as dollar amount, how often you can receive a service, an age restriction, or some other limitation. Service Limits appear in *Chapter 3: Services & Copayments*. If you have reached the calendar year maximum, you are not eligible for additional payment from us, even if you have not reached a specific Service Limit. If you exceed the Service Limit for a specific procedure (e.g., two cleanings) you are not eligible for additional payment from us for that service even if you have not reached the calendar year maximum.

If you were covered by us under a different dental coverage immediately prior to this dental coverage, any limitations related to procedure frequency as described in *Chapter 3: Services & Copayments* will carry forward under this coverage.

### **Charges for Services Not Covered**

You are responsible for 100% of charges for any service that is not covered by your plan. See *Chapter 3: Services & Copayments*.

### **Waiting Periods**

You are responsible for 100% of charges for any service that is subject to a **Waiting Period** if you have not met the waiting period. Most Waiting Periods for this plan are limited to members age 19 and older.

If you were enrolled in a dental plan with us prior to this coverage, you must have had continuous comprehensive dental coverage to satisfy the waiting period criteria for this plan. The following conditions must be met to qualify as continuous comprehensive coverage:

- The prior dental plan must have similar benefit coverage (Preventive, Basic and Major services) to the current plan,
- The prior plan was in effect for 12 contiguous months prior to the effective date of this coverage.



# Chapter 3: Services & Copayments

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*This chapter describes services both covered and not covered and Copayment amounts. In addition to the information provided in this chapter, also read Chapter 1: Critical Concepts and Chapter 2: Amounts You May Owe to better understand your coverage. If you are unsure whether or not a service is covered, please call us and we will assist you.*

## About This Chapter

Your dental coverage provides benefits for procedures, services and supplies that are listed in the following service tables. You will note that some of the benefits have limitations. These limitations describe additional criteria, circumstances or conditions that are necessary for a procedure, service or supply to be eligible for covered benefits. Limitations may also describe circumstances or conditions when a procedure, service or supply is Not Covered. In order to identify items excluded from coverage, limitations, and benefits should be read in conjunction with the general exclusions table provided later in this chapter.

Some dental services or procedures including their benefit limitations or coverage exclusions may not be listed in the following service tables. If you are unsure if a specific procedure or service is covered or not covered, please call us and we will help you. For your convenience, we list our telephone numbers on the back cover of this guide.

## Pediatric Dental Requirements

This plan includes pediatric dental coverage, an essential health benefit, as required under the federal *Patient Protection and Affordability Care Act (PPACA)*.

## Non-Assignment

Benefits for covered services described in this guide cannot be transferred or assigned to anyone. Any attempt to assign this coverage or rights to payment will be void.

## Services Provided by Non-Participating Providers

Benefits for covered services described in this guide are reduced when services are provided by providers who are not participating in HMSA's provider network.

## Service Tables & Service Categories

Information in this chapter is formatted within tables. Each table represents a Service Category and each Service Category groups related services together. For example, all restorative procedures appear in one table. If an entire Service Category is subject to the same Service Limit, the limit appears immediately following the heading for the section category.

**Please note:** *Service Tables, Categories, Limitations and Copayments may differ depending on the member's age at the time the services are performed.*

The following categories explain the type of information that appears in each of the three columns of the Service Tables found throughout this chapter.

The **Service Categories** are listed in bold font above the table headings for the service lists, descriptions, service limits and co-payment provisions.

Refer to *Chapter 2: Amount You May Owe* for more detail on waiting periods.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Alphabetical listing of services (both covered and non-covered).	Descriptions of services (both covered and non-covered services).	Applicable Service Limits are separated by age: •Age 0-18 • <b>Prior Authorization services are indicated in bold.</b>	This section indicates copayments when using Participating Dentists (Par	This section indicates copayments when using Non-Participating Dentists (Non-Par)
		•Age 19 & Older	A copayment is an amount you owe for most covered services.  You may be responsible for charges in addition to the Copayment. See <i>Chapter 2: Amounts You May Owe</i> for a list of other charges for which you may be responsible. If a service is not covered, the amount you owe for the non-covered service will appear in the Amount Not Covered field on the Member Explanation of Benefits (EOB).	



## Diagnostic & Preventive Services:

*Waiting Periods-* The waiting period for radiographs will be waived for periapical and panoramic films.

- The following guidelines will apply when bitewing radiographs are taken within 12 months of Full Mouth Radiographs (FMX):
  - Bitewings taken prior to the FMX, both procedures will be covered.
  - Bitewings taken after the FMX, then the bitewings will be denied due to the 1 service in 12-month limitation and the member will be responsible for charges.
- Additional panoramic films may be allowed if take by an oral surgeon and the previous film is over twelve (12) months old.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Caries Arresting Medicament*	Topical application of caries arresting medicament	<u>Age 0 - 18:</u> Two (2) per tooth per calendar year excluding 3 <sup>rd</sup> molar.	10%	20%
		<u>Age 19 &amp; Older:</u> Two (2) per tooth per calendar year excluding 3 <sup>rd</sup> molar.		
Cleaning*	Dental cleaning or scaling in the presence of generalized inflammation	<u>Age 0 - 18:</u> Two (2) per calendar year.	10%	20%
		<u>Age 19 &amp; Older:</u> Two (2) per calendar year.		
Cone Beam CT	Special type of x-ray used when regular x-rays are not sufficient	<u>Age 0 - 18:</u> One (1) per day when performed by Oral Surgeon.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Exam*	Clinical oral exams (excluding limited-problem focused exam)	<u>Age 0 - 18:</u> Two (2) per calendar year.	10%	20%
		<u>Age 19 &amp; Older:</u> Two (2) per calendar year.		
Fluoride*	Topical application of fluoride	<u>Age 0 - 18:</u> Two (2) per calendar year.	10%	20%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Pulp Vitality Test	Test to check the health of a tooth	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of charges.	
		<u>Age 19 &amp; Older:</u> One (1) per calendar year.	10%	20%
Sealants	Sealant applications for permanent molars	<u>Age 0 - 18:</u> One (1) per tooth every 5 years for permanent teeth excluding 3 <sup>rd</sup> molars. Limited to ages 5 and over.	10%	20%
		<u>Age 19 &amp; Older:</u> One (1) per tooth every 5 years for permanent teeth excluding 3 <sup>rd</sup> molars through age 20 only. Not covered for members age 21 and over.	Copayment determined on an individual basis.	

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Spacers	Passive appliances for fixed unilateral and bilateral spacers excluding distal shoe appliance	<b>Age 0 - 18:</b> • Two (2) per arch per 24 months • Recementation is limited to one (1) per calendar year.	40%	50%
		<b>Age 19 &amp; Older:</b> Not a covered benefit.	You pay 100% of charges.	
X-Rays	Radiographs and other diagnostic imaging	<b>Age 0 - 18:</b> • Two (2) sets of bitewings (single, two or four films) per calendar year. * • One (1) full-mouth x-ray every two (2) years which cannot be taken in conjunction with a panoramic x-ray.	10%	20%
	*See Limitations and Exclusions	<b>Age 19 &amp; Older:</b> • One (1) set of bitewings per calendar year*. and • One (1) full-mouth x-ray every two (2) years which cannot be taken in conjunction with a panoramic x-ray.	10%	20%
Cephalometric X-Rays	Radiograph of the head, including upper and lower jaw	<b>Age 0 - 18:</b> One (1) per day.	40%	50%
		<b>Age 19 &amp; Older:</b> Not a covered benefit.	You pay 100% of charges.	
Intraoral Occlusal X-Rays	Radiograph of the chewing surfaces	<b>Age 0 - 18:</b> One (1) per day.	40%	50%
		<b>Age 19 &amp; Older:</b> Subject to clinical necessity.	40%	50%
Panoramic X-Rays	Radiograph of the upper and lower jaw	<b>Age 0 - 18:</b> One (1) every two (2) years which cannot be taken in conjunction with a full mouth x-ray. • No Waiting Period. • Additional Panoramic films may be allowed if taken by an Oral Surgeon and the previous film is over twelve (12) months old.	40%	50%
		<b>Age 19 &amp; Older:</b> One (1) every two (2) years which cannot be taken in conjunction with a full mouth x-ray.	40%	50%
Periapical X-Rays	Radiograph of individual teeth	<b>Age 0 - 18:</b> Six (6) films per date of service. No Waiting Period.	40%	50%
		<b>Age 19 &amp; Older:</b> Six (6) films per date of service.		
Sialography X-Rays	Radiograph of the salivary ducts	<b>Age 0 - 18:</b> One (1) per day.	40%	50%
		<b>Age 19 &amp; Older:</b> Not a covered benefit.	You pay 100% of charges.	

\*You may be eligible for additional services under the Enhanced Dental Benefit program. Please refer to the Enhanced Dental Benefits section within this chapter for additional details

## Restorative Services (Fillings & Crowns)

*Waiting Periods-* The following service waiting period applies for repair and replacement services for members age 19 & older:

- **Restorative Services (except for crowns):** Unless otherwise stated, you must have been enrolled in a dental plan offered by us for at least 6 consecutive months before coverage for this service category begins.
- **Repairs:** No sooner than 6 months after a cementation or placement of a crown. This limitation applies to all services in this service category with the exception of fillings.
- Unless otherwise stated, most restorative services are not covered for members age 19 & older.

\*High-Cost Procedures incur additional charges which include:

- The copayment of the most cost-effective procedure, and
- Any difference between the amount the dentist bills for the \*High-Cost Procedure and the eligible charge for the more cost-effective procedure.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Core Build-Up	Core buildup, including pins. Cast or prefabricated post and core combined with core buildup are not paid separately.	<u><b>Age 0 - 18:</b></u> One (1) per tooth every 5 years for permanent teeth excluding 3rd molars.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> One (1) per tooth every 5 years.	40%	50%
Fillings	Silver and tooth-colored fillings	<u><b>Age 0 - 18:</b></u> One (1) restoration per surface every twelve months.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> One (1) restoration per surface every twelve months. •Resin-based composite fillings for anterior teeth or single, stand- alone, facial surfaces of bicuspid are covered •Resin-based composite fillings for posterior teeth are considered a *High-Cost Procedure.	40%	50%
Metal Crowns	Crowns made of high noble metal, noble metal, predominantly base metal. *See Limitations and Exclusions	<u><b>Age 0 - 18:</b></u> One (1) per tooth every 5 years for permanent teeth excluding 3rd molar. <b>Prior Authorization is required</b>	60%	70%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Metal Inlay/Onlay	Inlays/Onlays made of high noble metal, noble metal, predominantly base metal and titanium.	<u><b>Age 0 - 18:</b></u> Not a covered benefit.	You pay 100% of charges.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.		

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Pin Retention	Pin retention per tooth, in addition to restoration	<u>Age 0 - 18:</u> One (1) per tooth per 24 months.	40%	50%
		<u>Age 19 &amp; Older:</u> Two (2) per tooth per lifetime.		
Porcelain/Ceramic or Composite Resin Inlay/Onlay	Inlays/Onlays made of porcelain/ceramic or composite resin.	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of charges.	
		<u>Age 19 &amp; Older:</u> Not a covered benefit.		
Porcelain Crowns	Porcelain/ceramic substrate or porcelain fused to metal crowns.  *See Limitations and Exclusions	<u>Age 0 - 18:</u> One (1) per tooth every 5 years for permanent teeth excluding 3rd molar. This restoration is considered a *High-Cost Procedure. <b>Prior Authorization is required</b>	60%	70%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Post and Core	Post and core (cast or prefabricated) in addition to crown	<u>Age 0 - 18:</u> One (1) per tooth every 5 years for permanent teeth excluding 3rd molars.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) per tooth every 5 years.	40%	50%
Prefabricated Crowns – Primary Teeth	Crowns made of prefabricated stainless steel	<u>Age 0 - 18:</u> One (1) per tooth per 24 months for primary teeth. Not subject to 12 Month wait for Crowns.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) per tooth every 3 years.	40%	50%
Prefabricated Crowns – Permanent Teeth	Crowns made of prefabricated stainless steel	<u>Age 0 - 18:</u> One (1) per tooth per 24 months for all permanent teeth excluding molars. Not subject to 12 Month wait for Crowns.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) per tooth per year.	40%	50%
Prefabricated Resin Crowns	Prefabricated resin crown	<u>Age 0 - 18:</u> One (1) per tooth per 24 months for primary teeth except molars. Not subject to 12 Month wait for Crowns.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Recementation	Recementation of an inlay, onlay or crown, is covered after six (6) months of the initial insertion or cementation	<u><b>Age 0 - 18:</b></u> One (1) per tooth per day.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Two (2) recementations every 5 years.	40%	50%
Resin-Based Composite Crowns	Crowns made of resin, resin with high noble metal, noble metal, or predominantly base metal	<u><b>Age 0 - 18:</b></u> Not a covered benefit.	You pay 100% of charges.	
		<u><b>Age 19 &amp; Older:</b></u> One (1) per tooth every three (3) years. This restoration is considered a *High-Cost Procedure.	60%	70%

## Endodontic Services (Tooth Roots)

- Unless otherwise stated, you must have been enrolled in a dental plan offered by us for at least 6 consecutive months before coverage for this service category begins.
- Unless otherwise stated, most endodontic services are not covered for members age 19 & older.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Apexification/ Re-Calcification	Treatment used to seal an open root includes initial, interim and final visit	<u>Age 0 - 18:</u> One (1) per tooth per lifetime for permanent teeth excluding 3rd molars.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Apicoectomy/ Periradicular Services	Amputation of the root of a tooth	<u>Age 0 - 18:</u> One (1) per tooth per lifetime.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges	
Endodontic Therapy	Removal of the nerve of the tooth includes all appointments necessary to complete the treatment, clinical procedures and follow-up care	<u>Age 0 - 18:</u> One (1) per tooth per lifetime.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Endodontic Retreatment	Retreatment of tooth with previous root canal therapy	<u>Age 0 - 18:</u> One (1) per tooth per lifetime.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Hemisection	Hemi section includes root removal but not root canal therapy	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of the charges	
		<u>Age 19 &amp; Older:</u> Not a covered benefit.		
Partial Pulpotomy	Partial pulpotomy for apexogenesis; permanent tooth with incomplete root development	<u>Age 0 - 18:</u> One (1) per tooth per lifetime.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Pulp Cap (Direct)	Direct pulp cap, no to include the final restoration.	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of the charges	
		<u>Age 19 &amp; Older:</u> Not a covered benefit.		
Pulpotomy (Therapeutic)	Therapeutic pulpotomy not to include the final restoration	<u>Age 0 - 18:</u> One (1) per tooth per lifetime for primary teeth.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of the charges	

### Periodontic Services (Gums & Jaw)

- Unless otherwise stated, periodontic services are not covered for members age 19 & older.
- Benefits for all periodontal services are limited to two (2) quadrants per date of service.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Full Mouth Debridement*	Removal of sub gingival and/or supra gingival plaque and calculus	<u>Age 0 - 18:</u> One (1) per 24 months, age 14 and older.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Gingival Flap	Surgical procedure to aid the removal of calculus on root surfaces.	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of charges.	
		<u>Age 19 &amp; Older:</u> Not a covered benefit.		
Gingivectomy or Gingivoplasty	Surgery to reduce overgrowth of gum tissue.	<u>Age 0 - 18:</u> Not a covered benefit.	You pay 100% of charges.	
		<u>Age 19 &amp; Older:</u> Not a covered benefit.		
Periodontal Maintenance*	Therapy for preserving the state of health of the periodontium	<u>Age 0 - 18:</u> Two (2) per calendar year in addition to regular cleaning.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Scaling and Root Planing*	Treatment in some stages of periodontal disease and/or as a part of pre-surgical procedures in others	<u>Age 0 - 18:</u> One (1) per quadrant every 24 months.  Prior Authorization is required.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	

\*Members age 0-18, may be eligible for additional services under the Enhanced Dental Benefit program. Please refer to the Enhanced Dental Benefits section within this chapter for additional details.



## Dentures (Artificial Teeth)

*Waiting Periods-* The following service waiting period applies to dentures for members age 19 & older:

- **Repair, Adjustments, Reline and Replacement (Broken Teeth):** Unless otherwise stated, you must have been enrolled in a dental plan offered by us for at least 6 consecutive months before coverage for this service category begins.
- Unless otherwise stated, most restorative services are not covered for members age 19 & older.
- Replacement of a denture is covered 5 years after the placement of a complete or partial denture.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Adjustments	Adjustments for complete and partial dentures are covered when at least six months have passed from the date of insertion	<u><b>Age 0 - 18:</b></u> One (1) per day.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Two (2) per calendar year.	40%	50%
Denture – Complete	Fabrication of complete maxillary and mandibular dentures (including routine post-delivery care)	<u><b>Age 0 - 18:</b></u> One (1) per arch per five (5) year period.	60%	70%
		<u><b>Age 19 &amp; Older:</b></u> Not Covered.	You pay 100% of charges.	
Denture – Partial	Maxillary or mandibular partial denture resin base, framework with resin denture bases, flexible base, or removable unilateral partial denture made of one-piece cast metal (excluding flexible and resin base) including routine post-delivery care and any conventional clasps, rests, and teeth; and six-month post insertion care and adjustments.	<u><b>Age 0 - 18:</b></u> One (1) per arch per five (5) year period.	60%	70%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Denture Rebase	Complete replacement of denture base  The 12-month waiting period <b><u>does not</u></b> apply.	<u><b>Age 0 - 18:</b></u> One (1) per arch every 2 years. Allowed one (1) year following initial insertion of a new denture/subsequent rebase. <b>Prior Authorization is required.</b>	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> One (1) per arch every three (3) years.	40%	50%

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Denture Repair	Repair for broken complete denture base, repair of broken partial denture base, repair or replacement of a broken clasp and rest	<u>Age 0 – 18:</u> One (1) per day.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) every six (6) months from date of insertion or cementation	40%	50%
Denture Clasp Repair	Adding a clasp to existing partial denture	<u>Age 0 – 18:</u> Two (2) clasps per day.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) per calendar year following one (1) year from initial insertion	40%	50%
Reline Procedure	Addition of denture material to stabilize dentures	<u>Age 0 – 18:</u> One (1) every 2 years. Allowed one (1) year after the initial placement of a new denture.  <b>Prior Authorization is required.</b>	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) every 3 years.	40%	50%
Replacement (Broken Teeth)	Replacement of missing or broken teeth part of a removable appliance	<u>Age 0 – 18:</u> Three (3) teeth per day.	40%	50%
		<u>Age 19 &amp; Older:</u> One (1) per calendar year.	40%	50%
Tissue Conditioning	Tissue conditioning of the maxillary/ mandibular ridges	<u>Age 0 – 18:</u> Not a covered benefit.	You pay 100% of charges	
		<u>Age 19 &amp; Older:</u> Two (2) per arch every calendar year.	40%	50%

### Surgical Services (Mouth, Face, Neck)

- Unless otherwise stated, most surgical services are not covered for members age 19 & older.
- Unless otherwise stated, members age 19 & older must have been enrolled in a dental plan offered by us for at least 6 consecutive months before coverage for this service category begins.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Alveoplasty	Surgical preparation of ridge for dentures in conjunction with extractions	<u><b>Age 0 - 18:</b></u> One (1) per site per lifetime.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Biopsy of Bony Tissue	Process of removing bony tissue for histologic evaluation	<u><b>Age 0 - 18:</b></u> Submit to Medical carrier for benefit determination.	Copayment determined on an individual basis.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Biopsy of Soft Tissue	Process of removing soft tissue for histologic evaluation	<u><b>Age 0 - 18:</b></u> Submit to Medical carrier for benefit determination.	Copayment determined on an individual basis.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Device to Aid Eruption of Impacted Tooth	An orthodontic device to guide eruption of an unerupted tooth after surgical procedure	<u><b>Age 0 - 18:</b></u> Limited to cases approved for Orthodontic treatment.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Extractions – Nonsurgical	Nonsurgical extractions include extraction of coronal remnants, deciduous tooth, erupted tooth, or exposed root (elevation and/or forceps removal)	<u><b>Age 0 - 18:</b></u> One (1) per tooth per lifetime.  Extractions related to orthodontic services are <b>not</b> covered.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> One (1) per tooth per lifetime.	40%	50%
Extractions – Surgical	Surgical extractions	<u><b>Age 0 - 18:</b></u> One (1) per tooth per lifetime.  Extractions related to orthodontic services are <b>not</b> covered.	60%	70%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Frenectomy	Removal of buccal or lingual tissue	<u><b>Age 0 - 18:</b></u> One (1) per site per lifetime.	60%	70%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Incisions	Surgical incision and drainage of abscess of intraoral soft tissue	<u><b>Age 0 - 18:</b></u> One (1) per tooth per lifetime. Covered when reported in conjunction with extractions.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Removal of Cyst or Tumor	Removal of benign odontogenic cyst or tumor	<u><b>Age 0 - 18:</b></u> Submit to Medical carrier for benefit determination.	Copayment determined on an individual basis.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Other Surgical Services	Excision of hyperplastic tissue or pericoronal gingival	<u><b>Age 0 - 18:</b></u> One (1) per five (5) year period.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Oroantral Fistula Closure	Procedure performed for closure of an opening between the maxillary sinus and oral cavity	<u><b>Age 0 - 18:</b></u> By Report.	Copayment determined on an individual basis.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Excision of Soft Tissue Lesion	Removal of benign lesion up to 1.25 cm	<u><b>Age 0 - 18:</b></u> Submit to Medical carrier for benefit determination.	Copayment determined on an individual basis.	
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Surgical Access of Unerupted Tooth	Surgical exposure of an impacted tooth not intended for extraction	<u><b>Age 0 - 18:</b></u> One (1) per tooth per lifetime for permanent teeth excluding 3rd molars.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Primary Closure of Sinus Perforation	Surgical closure of an sinus perforation	<u><b>Age 0 - 18:</b></u> One (1) per lifetime for upper arch only.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	
Tooth Reimplantation	Tooth implantation and/or stabilization of an accidentally displaced or avulsed tooth	<u><b>Age 0 - 18:</b></u> One (1) per tooth per lifetime.	40%	50%
		<u><b>Age 19 &amp; Older:</b></u> Not a covered benefit.	You pay 100% of charges.	

## Maxillofacial Prosthetics

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Maxillofacial Prosthetic Devices	Restoration and/or replacement of the stomatognathic (jaws) and craniofacial (facial) structures with prostheses	<b><u>Age 0 - 18:</u></b> Submit to Medical Carrier for benefit determination. <b>Prior Authorization is required.</b>	60%	70%
		<b><u>Age 19 &amp; Older:</u></b> Not a covered benefit.	You pay 100% of charges.	

## Orthodontic Services (Tooth Alignment)

- You are responsible for 100% of charges for any service that is subject to a waiting period if you have not met the waiting period.
- Orthodontic services are not a covered service for member age 19 & older. Refer to *Chapter 2: Amount You May Owe* for more detail on waiting periods.

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Medically Necessary Orthodontic Treatment	Orthodontic treatment required to repair cleft lip and palate or other severe facial birth defects or injury for which the function of speech, swallowing, or chewing shall be restored.	<b><u>Age 0 - 18:</u></b> •Panoramic and cephalometric X-Rays •Interceptive treatment of the primary or transitional dentition •Comprehensive treatment of the transitional, adolescent and adult dentition.  <b>Prior Authorization is required.</b>	Copayment 50% up to Out-of-Pocket Maximum, refer to <i>Chapter 2: Amounts You May Owe</i> for details.	You pay 100% of charges.
		<b><u>Age 19 &amp; Older:</u></b> Not a covered benefit.	You pay 100% of charges.	
Non-Medically Necessary Cosmetic Orthodontic Treatment	Orthodontic treatment for the prevention and correction of irregular teeth and/or jaw relationships (including any repair or replacement of orthodontic appliances) and does not qualify as medically necessary.	<b><u>Age 0 - 18:</u></b> Not a covered benefit.	You pay 100% of charges.	
		<b><u>Age 19 &amp; Older:</u></b> Not a covered benefit.	You pay 100% of charges.	

## Anesthesia, Emergency, & After-Hours Care

Service List	Descriptions	Service Limits	Copayment	
			Par	Non-Par
Anesthesia	Deep sedation/general anesthesia and intravenous conscious sedation/analgesia	<u>Age 0 - 18:</u> <ul style="list-style-type: none"> <li>• One initial set up covered per session</li> <li>• Two (2) subsequent 15-minute increments covered per session</li> <li>• Covered when performed during dental services.</li> <li>• Administered in a hospital setting.</li> <li>• Services cannot be safely performed in a dental office due to an uncooperative patient or extensive oral treatment is necessary to prevent dental or medical complications.</li> </ul>	40%	50%
		<u>Age 19 &amp; Older:</u> Covered when medically necessary for covered oral surgical services.	40%	50%
Consultation	Diagnostic services performed by a dentist other than the requesting dentist	<u>Age 0 - 18:</u> Limited to one (1) per day for endodontic, oral and maxillofacial and pediatric dental specialties.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Hospital Call	Diagnostic services performed by a dentist in a hospital setting	<u>Age 0 - 18:</u> One (1) per day.	40%	50%
		<u>Age 19 &amp; Older:</u> Not a covered benefit.	You pay 100% of charges.	
Palliative Treatment of Dental Pain – Per Visit	Palliative treatment of dental pain (includes limited-problem focused exam)	<u>Age 0 - 18:</u> Four (4) visits per year.	40%	50%
		<u>Age 19 &amp; Older:</u> Four (4) visits per year.	40%	50%
Office Care (After Hours)	Office visits that take place after regularly scheduled office hours	<u>Age 0 - 18:</u> Limited to emergency services.	40%	50%
		<u>Age 19 &amp; Older:</u> Limited to emergency services.	40%	50%
Emergency Dental Care 24/7	Virtual visit rendered through Teledentistry.com	<u>Age 0 - 18:</u> Two (2) consultations per calendar year.	0%	100%
		<u>Age 19 &amp; Older:</u> Two (2) consultations per calendar year.	0%	100%





### Enhanced Dental Benefits

Members diagnosed with diabetes, coronary artery disease, stroke, oral, and head & neck cancers, Sjögren's Syndrome, Chronic Obstructive Pulmonary Disease, End Stage Renal Disease, Metabolic Syndrome and women that are pregnant will be provided additional and specific support through HMSA's Oral Health for Total Health program which offers enhanced dental benefits. Waiting periods for services covered under Oral Health for Total Health are waived for members who are enrolled in the OHTH program.

Coverage for the following dental-care services is provided for each member who is enrolled in Oral Health for Total Health and has been diagnosed with diabetes, coronary artery disease, stroke, Chronic Obstructive Pulmonary Disease, End Stage Renal Disease, Metabolic Syndrome or who is pregnant:

- Dental cleanings (oral prophylaxis, scaling in the presence of gingival or periodontal maintenance cleanings) one (1) every 3 months
- Periodontal scaling covered at 100% - one (1) for each quadrant every 24 months.
- Full-mouth debridement covered at 100% with no out-of-pocket expense when provided by a participating provider, covered 1 every 24 months.

Coverage for the following dental care services is provided for each member who is enrolled in Oral Health for Total Health and has been diagnosed with head and neck cancer, oral cancer or Sjögren's Syndrome:

- Dental cleanings (oral prophylaxis, scaling in the presence of gingival or periodontal maintenance cleanings) one (1) every 3 months.
- Fluoride treatment, one (1) every 3 months.
- Clinical oral exams covered 4 times per calendar year when enrolled in OHTH (compared to only 2 that are covered as standard benefits)

For these benefits, deductible, coinsurance and calendar-year benefit maximum provisions that would otherwise apply towards your dental plan do not apply for in-network services. Out-of-network services will follow the plan's current out-of-network benefits; however, they will not apply to the deductible and calendar-year benefit maximum provision.

Covered Medical Conditions and Enhanced Dental Benefits	Automatic Program Enrollment	Prophylaxis (Cleanings) (D1110 and D1120), Scaling in the presence of gingival inflammation (D4346) or Periodontal Maintenance (D4910) Visit Every 3 months, Full Mouth Debridement (D4355) 1 every 24 months	Oral Exam (D0120) 4 per calendar year & Fluoride Treatment (D1206 or D1208) Every 3 Months	Periodontal Scaling (D4341 and D4342) Covered 100% with No Out-of-Pocket Expense
Chronic Obstructive Pulmonary Disease	✓	✓		✓
Coronary Artery Disease	✓	✓		✓
Diabetes	✓	✓		✓
End-Stage Renal Disease	✓	✓		✓
Head & Neck Cancers	✓	✓	✓	
Metabolic Syndrome	✓	✓		✓
Oral Cancer	✓	✓	✓	
Pregnancy		✓		✓
Sjögren's Syndrome	✓	✓	✓	
Stroke	✓	✓		✓

## Limitations and Exclusions

The following tables set forth circumstances or conditions when a procedure, service or supply is Not Covered, or is limited. These tables should be read in conjunction with the above service tables in order to identify all items that are excluded from coverage or limited.

If you are unsure if a specific procedure or service is covered or not covered, please call us and we will help you.

### Service-Specific Exclusions

Service List	Descriptions	Amount You Owe
Appliances	Lost or stolen appliances are not covered.	You pay 100% of charges.
Bite Guards	Bite guards whether or not used to reduce occlusal trauma (bruxism) due to tooth grinding or jaw clenching are not covered.	You pay 100% of charges.
Bitewing X-Rays	Bitewings submitted 12 months following Full mouth x-rays will be held to the one in 12-month limitation and are not covered. Vertical bitewings are not covered.	You pay 100% of charges.
Chemotherapy Agents	Localized delivery of chemotherapeutic agents into periodontal pockets.	You pay 100% of charges
Complications of Non-Covered Procedure	Complications of a non-covered procedure are not covered, including complications of recent or past cosmetic surgeries, services or supplies.	You pay 100% of charges
Congenital Deformity	Correction of congenital deformity is not covered.	You pay 100% of charges.
Controlled Release Devices	Controlled release devices whether or not used for the controlled release of therapeutic agents into diseased crevices around your teeth are not covered.	You pay 100% of charges.
Convenience Treatments, Services or Supplies	Treatments, services or supplies that are prescribed, ordered or recommended primarily for your comfort or convenience of your provider.	You pay 100% of charges.
Cosmetic	Services that are primarily intended to improve your natural appearance but do not restore or materially improve a physical function are not covered. Services that are prescribed for psychological or psychiatric reasons are not covered. You are not covered for complications of recent or past cosmetic surgeries, services or supplies.	You pay 100% of charges.

Service List	Descriptions	Amount You Owe
Crowns – Porcelain	Members age 0-18: Services for ceramic substrate, porcelain fused to high noble, or porcelain fused noble metal crowns are covered. All other crowns are not covered under this policy.	You pay 100% of charges.
Crowns – Metal	Members age 0-18: Services for full cast high noble or noble metal crowns are covered. All other crowns are not covered under this policy.	You pay 100% of charges.
Gum Augmentation	Services for augmentation of the gum ridge are not covered.	You pay 100% of charges.
Incidental Procedures	Incidental services or procedures that are incurred during the normal course of providing care such as, but not limited to, infection control, etc., are not covered. However, if such services are billed separately, you are not responsible for those charges.	You pay zero (0) % of charges.
Implants	Implant body, surgical placement of implant, removal of implant and maintenance procedures are not covered.	You pay 100% of charges.
Labial Veneers	Labial veneers (resin or porcelain laminate) performed on bicuspid and molars are not covered.	You pay 100% of charges.
Maxillofacial Prosthesis	Maxillofacial prosthetics (artificial replacement of maxillofacial anatomical parts such as ears, eyes, orbits, nose, or cranium) are not covered for members age 19 & older.	You pay 100% of charges.
Nitrous Oxide	Nitrous oxide is not covered for members age 19 & older.	You pay 100% of charges.
Occlusal Adjustment	Revising or altering the functional relationships between upper and lower teeth.	You pay 100% of charges
Occlusal Orthotic Device	Occlusal orthotic device (also known as occlusal splint therapy) is not covered.	You pay 100% of charges
Overdenture – Partial	Overdenture –partial maxillary or mandibular are not covered.	You pay 100% of charges.
Porcelain/Ceramic or Composite Resin Inlay/Onlay	Porcelain/ceramic or composite/resin inlays and onlays is not a benefit.	You pay 100% of charges.

Service List	Descriptions	Amount You Owe
Prosthetic Precision Attachments	Prosthetic attachments are two interlocking devices, one that is fixed to an abutment/retainer or crown and the other is integrated into a fixed or removable prosthesis. Prosthetic attachments are not covered.	You pay 100% of charges.
Pulp Cap (Indirect)	Indirect pulp cap is not covered.	You pay 100% of charges.
Stabilization of Tooth Mobility	Procedures used for the primary purpose of reducing tooth mobility (including crown-type restorations) are not covered.	You pay 100% of charges.
Temporary Bridges	Interim prosthesis that are used over a limited period of time after which they are replaced with a more definitive restoration.	You pay 100% of charges.
Temporary Dentures	Interim prostheses that are used over a limited period of time after which they are replaced with a more definitive restoration are not covered.	You pay 100% of charges.
Temporomandibular Joint Dysfunction	Any service associated with the diagnosis or treatment of temporomandibular joint problems or malocclusion (misalignment of teeth or jaws), including dental splints are not covered.	You pay 100% of charges.
Whitening	External or internal bleaching of teeth is not covered.	You pay 100% of charges.

### Administrative Exclusions

The exclusions listed here apply to your coverage. You are also subject to service-specific exclusions listed previously in this chapter.

Service List	Descriptions	Amount You Owe
Appointments	Broken or missed appointments are not covered.	You pay 100% of charges.
Calendar Year Maximum	Charges that exceed the calendar year maximum are not covered.	You pay 100% of charges.
Covered by Another Plan	Any service for which you received payment under any other dental plan, certificate, or rider offered by us or another carrier are not covered.	You pay 100% of charges.
Dentist Doesn't Order	Services that are not rendered, supervised, or directed by a Dentist are not covered.	You pay 100% of charges.
Effective Date	Services received before the effective dates are not covered.	You pay 100% of charges.
False Statements	Services are not covered if you are eligible for care only by reason of a fraudulent statement or other misrepresentation that you made in an enrollment form for membership or in any claim to us. If we pay you or your provider before learning of any false statement, you are responsible for reimbursing us.	You pay 100% of charges.
Government Provides Coverage	Services for an illness or injury that are provided without charge to you by any federal, state, territorial, municipal, or other government instrumentality or agency are not covered.	You pay 100% of charges.
Hygienists Not in Compliance with Hawaii Statute	Services provided by persons who do not have a dental hygienist license or who may be licensed but do not practice under the supervision of a Dentist are not covered.	You pay 100% of charges.
Immediate Family Member	Services provided by your parent, child, spouse, or yourself are not covered.	You pay 100% of charges.
Military Duty	Services or supplies that are required to treat an illness or injury received while you are on active status in the military are not covered.	You pay 100% of charges.

Service List	Descriptions	Amount You Owe
Military Hospital	Treatment for an illness or injury related to military service when you receive treatment in a hospital operated by an agency of the United States Government is not covered.	You pay 100% of charges.
No Charge	Services for an illness or injury that would have been provided without charge or collection but for the fact that you have coverage under this guide.	You pay 100% of charges.
Out of Country Services	Dental services rendered by a dental provider that is not contracted with us nor has any contracts with our affiliated networks and located outside the United States and its territories is not covered.	You pay 100% of charges.
Payment Responsibility is Others	Services for which someone else has the legal obligation to pay for, and when, in the absence of this coverage, you would not be charged. Services or supplies for an illness or injury caused or alleged to be caused by a third party and/or you have or may have a right to receive payment or recover damages in connection with the illness or injury. Illness or injury for which you may recover damages or receive payment without regard to fault.	You pay 100% of charges.
Service Limit	Charges that exceed a Service Limit.	You pay 100% of charges.
Services Not Described	Services not specifically excluded when they are not otherwise described as covered in this chapter.	You pay 100% of charges.
Termination Date	Services received after the termination date are not covered.	You pay 100% of charges.
War or Armed Aggression	To the extent permitted by law, services or supplies required in the treatment of an illness or injury that results from a war or armed aggression, whether or not a state of war legally exists.	You pay 100% of charges.





# Chapter 4: Eligibility & Enrollment

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*This chapter provides information about enrollment opportunities, eligibility requirements, and options if your coverage ends.*

## Who is Eligible?

If you purchase this coverage from [Healthcare.gov](https://www.healthcare.gov), you must meet the eligibility criteria used by [Healthcare.gov](https://www.healthcare.gov).

If you purchase this coverage directly from HMSA, you must meet **all** of the following:

- Enroll during an open enrollment period or qualify for a special enrollment period in accordance with federal law.
- You are not incarcerated.
- You meet one of these requirements:
  - You are a resident of the State of Hawaii.
  - You intend to reside in the State of Hawaii; HMSA reserves the right to request documentation verifying that you have moved to and reside in Hawaii. If HMSA determines, in its sole discretion, that such documentation does not verify that you have fulfilled your intent to reside in Hawaii, HMSA may rescind your coverage.
  - You have entered the State of Hawaii with a job commitment.
  - You are seeking employment in the State of Hawaii.
- Your parent or caretaker resides in Hawaii, and you reside with the parent or caretaker. If you meet the above residency standards, you may enroll your **Dependent** who lives outside Hawaii in this plan if you claim that dependent on your tax return.
- You complete, sign and submit an enrollment form that is accepted by us.

We reserve the right to request, at any time, documentation that demonstrates in our sole discretion and to our satisfaction that you meet the above criteria. Your refusal to provide such documentation or to provide documentation that in HMSA's sole discretion demonstrates the above criteria have been met shall result in immediate termination of this coverage.

## Categories of Coverage

There are different categories of coverage you may hold.

- With single coverage, you are the only one covered.
- With family coverage, you and your spouse and/or eligible dependent children have coverage. Each covered family member must be listed on the member's enrollment form or added later as a new dependent.

**Please note:** If you buy this coverage directly from HMSA, we must approve any dependents added to this plan. Each dependent will have his or her own effective date when he or she first becomes eligible for this plan's coverage.

### **Qualified Medical Child Support Orders**

Qualified Medical Child Support Orders (QMCSOs) are court orders that meet certain federal guidelines and require a person to provide health benefits coverage for a child. To be a Qualified Medical Child Support Order, the order cannot require a health benefit plan to provide any type or form of payment, or any option, not otherwise provided under the plan, except to the extent necessary to meet the requirements of Section 1908 of the Social Security Act with respect to a plan.

Claims for a child covered by a Qualified Medical Child Support Order may be made by:

- The child; or
- The child's custodial parent or parent; or
- The child's court-appointed guardian.

Any amount otherwise payable to the Member with respect to any such claim shall be payable to the child's custodial parent or court-appointed guardian. If you would like more information about how we handle QMCSOs, call HMSA's Customer Service. Our phone number is listed on the back cover of this guide.

### **Coverage Activation**

This coverage takes effect, and you are eligible to receive benefits on your effective date, provided the following requirements have been met:

- Your initial dues were paid;
- We accepted your enrollment form and provided you written notice of your effective date. By submitting the enrollment form, you also accept and agree to the provisions of our constitution and bylaws now in force and as amended in the future; and
- Your eligibility for coverage under this guide subject to all applicable waiting periods.

### **Enrollment Opportunities**

You may enroll for coverage when you are first eligible, during annual enrollment, or following a qualified event.

#### **First Eligible**

You may enroll when you are first eligible according to your Group Sponsor's rules for eligibility. If you do not enroll when you first become eligible or by the first day of the month immediately following the first four consecutive weeks of employment, you will not be able to enroll until the next annual enrollment period. However, if you show us to our satisfaction that there was unusual and justifiable cause, you may have the opportunity to enroll sooner.

#### **Annual Enrollment**

You may enroll during the annual enrollment period by naming yourself and your spouse and/or child(ren) on the enrollment form. If you do not sign up during the annual enrollment period, you will not have an opportunity to do so again until the next annual enrollment period. An exception to this rule exists if you have an unusual and justifiable cause. In such cases, you may be eligible to enroll sooner if we accept the cause.

### **Qualifying Events (Birth, Adoption, Marriage)**

You may enroll for coverage within 31 days of a qualifying event. If you do not enroll within 31 days of the event, your next enrollment opportunity will be during the annual enrollment period. Following are examples of qualifying events:

- Birth.
- Adoption. In cases of adoption, we must receive notice of the event within 31 days of adoption placement (the date you assume a legal obligation for total or partial support of the child in anticipation of adoption).
- Marriage.
- Loss of coverage by your spouse under another Plan.

### **What You Should Know about Enrolling Your Child(ren)**

In general, you may enroll a child if the Child meets all of these requirements:

- The child is under 26 years of age.
- The child is your son, daughter, stepson or stepdaughter, your legally adopted child or a child placed with you for adoption, a child for whom you are the court-appointed guardian, or an eligible foster child (defined as an individual who is placed with you by an authorized placement agency or by judgment, decree, or other court order).

In addition, you may enroll children who meet all of the criteria in one of these categories:

- Children with special needs
- Children who are newborns or adopted.

### **Children who Are Newborns or Adopted**

You may enroll a newborn or adopted child, effective as of the date listed below, if you comply with requirements described below and enroll the child in accord with our usual enrollment process:

- The birth date of a newborn providing you comply with our usual enrollment process within 31 days of the child's birth.
- The date of adoption, providing you comply with our usual enrollment process within 31 days of the date of adoption
- The birth date of a newborn adopted child, providing we receive notice of your intent to adopt the newborn within 31 days of the child's birth date.
- The date the child is placed with you for adoption, providing we receive notice of placement when you assume a legal obligation for total or partial support of the child with anticipation of adoption.

### Children with Special Needs

You may enroll your child, if he or she is disabled by providing us with written documentation acceptable to us demonstrating that:

- Your child is incapable of self-sustaining support because of a physical or mental disability.
- Your child's disability existed before the child turned 26 years of age.
- Your child relies primarily on you for support and maintenance as a result of his or her disability.
- Your child is enrolled with us under this coverage or another HMSA coverage and has had continuous healthcare coverage with us since before the child's 26th birthday.
- You must provide this documentation to us within 60 days of the child's 26th birthday and subsequently at our request but not more frequently than annually.

### Coverage Termination

If you purchased this coverage from [Healthcare.gov](https://www.healthcare.gov), you may end your coverage at any time by notifying [Healthcare.gov](https://www.healthcare.gov).

If you purchased this coverage directly from HMSA, you may terminate your coverage at any time by writing us a letter. Member requests for retroactive termination shall not be granted.

We may end your coverage if you purchased this coverage directly from us, at any time if you do not meet the criteria described in *When You are Eligible for Coverage* above or fail to respond within 30 days to our request that you provide documentation sufficient to demonstrate that you meet the criteria or fail to make payments to us when due.

If your coverage ends, you are not eligible to receive benefits under this coverage after the termination date.

### End of Month Termination

Your coverage will end at the end of the month in which any of these take place:

- You choose to end this coverage. In this case, you must provide us written notice of your intent to terminate 30 days before the termination date.
- You fail to make payments to us when due.

Unless prohibited by state or federal law, coverage will terminate at the end of the month in which any of the following takes place:

- We end our **Agreement** with you by providing you written notice 30 days prior to termination.
- For the member, upon termination of this Agreement. If the member's coverage ends, coverage for all other enrolled family members will also end.
- For the member's spouse, upon the dissolution of marriage to the Member. You must inform us, in writing, of the dissolution of the marriage.
- For the member's child, when the child fails to meet the criteria outlined earlier in this chapter under who is eligible. You must inform us, in writing, if a child no longer meets the eligibility requirements. You must notify us on or before the first day of the month following the month the child no longer meets the requirements. For example, if your child turns 19 on June 1; you would need to notify us by July 1. If you fail to inform us that your child is no longer eligible, and we make payments for services on his or her behalf, you must reimburse us for the amount we paid.

### Immediate Termination

The following events cause coverage to terminate immediately for the member and any enrolled spouse and children:

- Fraudulent use of coverage or intentional misrepresentation or concealment of material facts on your enrollment form or in any claim for benefits.

If your coverage is terminated for fraud, intentional misrepresentation, or the concealment of material facts:

- We will not pay for any services or supplies provided after the date the coverage ends.
- You agree to reimburse us for any payments we made under this coverage.
- We retain our full legal rights, including but not limited to, the right to initiate a civil action based on fraud, concealment or misrepresentation.
- Engagement in repeated disruptive or threatening behavior or the infliction of bodily harm to others in the provider's office.

### **COBRA Continuation**

When your coverage ends under this Agreement, you may have the opportunity to continue your Group Sponsor coverage for a limited time under the Consolidated Omnibus Budget Reconciliation Act (COBRA). This Act applies to Group Sponsors with 20 or more employees. If it is determined that you are not eligible for COBRA coverage, you may be eligible for one of our individual Plans. Please call us for more information.

#### **Qualifying Events**

COBRA entitles you and your spouse and/or children if already covered, to continue this coverage if coverage is lost due to a qualifying event. Qualifying events include:

- Group or Group Sponsor from whom you retired files bankruptcy under federal law.
- Death of the employee covered under this coverage. If it is determined that the employee's spouse is not eligible for Group Sponsored coverage, the spouse may become a Member under an individual Plan offered by HMSA. In this case, all Dependent Children of such deceased Member may continue to be enrolled as though they Were Dependents of such new Member.
- Divorce or legal separation.
- The child no longer meets our eligibility rules.
- Enrollment in Medicare.
- Termination of employment for reasons other than gross misconduct, or if your work hours are reduced to the point that you are no longer eligible for coverage.
- Dependents covered as domestic partners are not eligible for COBRA coverage.

#### **Requirements for COBRA Continuation of Coverage**

Continuation under this provision is subject to you requesting it and paying any required premium within the election period. The qualified covered person must elect to continue coverage under the plan within 60 days of the later of:

- The date the notification of election rights is sent, or
- The date coverage under the plan terminates.

Otherwise, the option to elect COBRA shall end on the date 60 days following the date your coverage terminated under the Plan.

If an employee with dependent coverage requests continuation of coverage under this section, such request shall include dependent coverage, unless the employee asks that it be dropped. In like manner, such a request on the part of the covered spouse of an employee shall include coverage for all dependents of the employee who were covered.

#### **Coverage Continued**

The coverage continued for a covered person under this provision shall be the same as provided under the Plan for other covered persons in the same benefit class in which such covered person would have been covered had his coverage not been terminated.

### Termination of COBRA Continuation Coverage

- Once in effect, COBRA continuation coverage for a covered person under this section shall terminate on the earliest of the following dates:
- The date on which the Group Sponsor ceases to maintain any Group Sponsored health plan (including successor plans).
- At the end of the last period for which premium contributions for such coverage have been made, if you or other responsible person does not make, when due, the required premium contribution.
- The date the maximum period of COBRA continuation of coverage ends. In the case of qualifying events above, this date shall be the date 18 months after the date of that qualifying event, unless you or any of your dependents is totally disabled at the time of, or within 60 days after, your termination or reduction in hours, in which case this date shall be 29 months after the qualifying event. In all other cases, such date shall be the date 36 months after the date of the qualifying event which applies.
- The date you become eligible under any other similar Group Sponsored health plan or any other federal or state provided health insurance coverage.
- The date the qualified beneficiary becomes eligible for Medicare, Medicaid, or any other federal or state provided health insurance coverage. With respect to a covered employee under a Group Sponsored health plan, a qualified beneficiary means any other individual who, on the day before the qualifying event for that employee, is a beneficiary under the plan as either of the following:
  - o The spouse of the covered employee; or
  - o The Dependent child of the covered employee.

If you lose your coverage under this plan and wish to continue under COBRA, you must do all the following:

1. Contact your Group Sponsor immediately if you think you are eligible for COBRA. If notice is not provided on time, COBRA coverage will not be available to you.
2. You are entitled to receive a COBRA election form within 44 days if the qualifying event is a termination of employment or reduction in hours. If the qualifying event is divorce, legal separation, or a child who no longer meets eligibility requirements, the form and notice must be provided to you within 14 days after you notify your Group Sponsor of the event.
3. You or your spouse is responsible for notifying your group sponsor of your divorce or legal separation, or if a child loses eligibility status under our rules for coverage.
4. If you or your spouse believes you have had a qualifying event and you have not received your COBRA election form on a timely basis, please contact your group sponsor.

### **Complete and Submit Election Form**

You or your dependents must complete and submit an election form to notify your group sponsor of either of the following

1. Coverage for you or your dependents is being continued for 18 months under COBRA and it is determined under Title XVI of the Social Security Act that you or your dependent was disabled on the date of, or within 60 days of, the event which would have caused coverage to terminate. In this case, you or your dependent must notify your group sponsor of such determination. Notice must be provided within 60 days of the determination of disability. Notice must also be given within 30 days of any notice that you or your dependent is no longer disabled.
2. Coverage for a dependent would terminate due to your divorce, a legal separation, or the dependent ceasing to be a dependent under this plan. In this case, you or your dependent must provide notice to your group sponsor of the event. This notice must be given within 60 days after the later of the occurrence of the event or the date coverage would terminate due to the occurrence of the event.

### **Pay Premium**

If you or your dependents are entitled to and elect COBRA continuation coverage, you must pay your group sponsor the premiums for the continuing coverage which may be up to 102% of the full cost of the coverage. In the case of a disabled individual whose coverage is being continued for 29 months, you or your dependents may be required to pay up to 150% of the full cost of the coverage for any month after the 18th month. Within 45 days of the date, you elect COBRA coverage you must pay an initial COBRA premium to cover from the date of your qualifying event to the date of your election. You will be notified of the amount of the premiums you must pay thereafter. If you fail to make the initial payment or any subsequent payment in a timely fashion (a 30-day grace period applies to late subsequent payments), your COBRA coverage will terminate.

### **Add Child(ren)**

If during the period of COBRA coverage, a child is born to you or placed with you for adoption and you are on COBRA because you terminated employment or had a reduction in hours, the child can be covered under COBRA and can have election rights of his or her own. Please be aware that dependent children of domestic partners are not eligible for COBRA continuation coverage.



# Chapter 5: Filing Claims

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*This chapter explains what to do when Your Dentist does not submit a written request for payment (claim). In the rare event you are required to file your own claim, follow the directions outlined in this chapter. Because all participating and even most non-participating Dentists in the state of Hawaii file claims for you, there are limited circumstances when you will be required to file a claim. If you have any questions after reading this chapter, please contact your personnel department, or call us. Our telephone numbers appear on the back cover of this guide.*

## Claim Submission

### Notice of Claim

1. Complete a separate claim for each covered family member and each provider. Claims received by us more than one year after the last day on which you received services are not eligible for payment.
2. Enclose a signed letter with your claim that includes all of the following information:
  - A phone number where you can be reached during the day.
  - The subscriber number that appears on your member card (the card issued to you by us that you present to Your Dentist at the time you receive services).
  - Information about other coverage you may have (if applicable). For information about other coverage, see *Chapter 7: Other Party Responsibility*.
3. Enclose an itemized statement from Your Dentist (often called a provider statement). It is helpful to us if the provider statement is in English or accompanied by an English translation on the service provider's stationary. The provider statement must include all of the following information:
  - Provider's full name and address.
  - Patient's name.
  - Date(s) you received service(s).
  - Date of the Injury or beginning of illness or injury.
  - The charge for each service in U.S. currency.
  - Description of each service.
  - Diagnosis or type of illness or injury.
  - Where you received the service (office, outpatient, hospital, etc.).
  - A claim without a provider statement cannot be paid. Statements you prepare, cash register receipts, receipt of payment notices or balance due notices cannot be accepted.
4. Send your claim to the address listed below:  
Hawaii Medical Service Association  
P.O. Box 69436  
Harrisburg, PA 17106-9436

### **Explanation of Benefits (EOB)**

An Explanation of Benefits (EOB) is a statement that explains how we processed a claim based on the services performed, the actual charge, and any adjustments to the actual charge, our eligible charge, the amount we paid, and the amount you may owe.

### **Timeframe for Claim Determination**

If we receive all the necessary information and can make a claim determination, we will send you an EOB within 30 days of the date we receive your claim. However, if we require additional information to make a decision about your claim or are unable to make a decision due to circumstances beyond our control, we will extend the time for an additional 15 days. We will notify you within the initial 30-day period why we are extending the time and when you can expect our decision. If we require additional information, you will have at least 45 days to provide us the information.

### **Payment**

If applicable, a check will be enclosed with your EOB. Checks must be cashed or deposited before the check's expiration date. A service charge will apply for requests to reissue expired checks. A schedule of the current service charges is available from us upon request.

The following rules apply for any payment by us for services rendered by a nonparticipating dentist:

- Checks are not assignable.
- In our sole discretion, we will make a check payable directly to the dentist, member, member's spouse or child—or in the case of the member's death, to his or her executor, administrator, provider, spouse, or relative.
- In no event will our payment exceed the amount we would pay to a comparable participating dentist for like services rendered.

### **Denials**

If any of the services included on your claim are denied, the EOB will provide an explanation for the denial. If, for any reason, you believe we wrongly denied a claim or coverage request, please call us for assistance. If you are not satisfied with the information you receive, and you wish to pursue a claim for coverage, you may request an appeal. See *Chapter 6: Resolving Disputes*.

# Chapter 6: Resolving Disputes

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*This chapter describes how to dispute a determination made by us related to coverage, reimbursement, some other decision or action by us, or any other matter related to the agreement. To be considered, an appeal, the appeal must be in accordance with the rules outlined in this chapter. Call us if you have any questions regarding appeals.*

## Important Contact Information Related to Disputes

**Phone Numbers:** (808) 948- 6440 or toll free at 1 (800) 792-4672

**Fax Number:** (808) 538-8966

## Mailing Address for Appeals:

HMSA Dental Services  
P.O. Box 69437  
Harrisburg, PA 17106-9437

## Arbitration:

HMSA Dental Services  
P.O. Box 69437  
Harrisburg, PA 17106-9437

## Expedited Appeals Requirements

To request an expedited appeal, please call us at the phone numbers provided above. We will respond to an expedited appeal as soon as possible taking into account your dental condition but not later than 72 hours after all information sufficient to make a determination is provided to us.

Expedited appeals are appropriate when a non-expedited appeal would result in any of the following:

- Seriously jeopardizing your life or health.
- Seriously jeopardizing your ability to gain maximum functioning.
- Subjecting you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal.
- You may request expedited external review of our initial decision if you have requested an expedited internal appeal and the adverse benefit determination involves a medical condition for which the completion of an expedited internal appeal would meet the requirements above. The process for requesting an expedited external review is discussed below.

### **Non-Expedited Appeals Requirements**

You must send a written request for appeal by facsimile or by mail to the address listed at the beginning of this chapter. Requests that do not comply with the requirements of this chapter will not be recognized or treated as an appeal.

Send the request within one (1) year from the date of the action, matter, or decision you are contesting. In the case of coverage or reimbursement disputes, this is one (1) year from the date we first informed you of the denial or limitation of your claim, or of the denial of coverage for any requested service or supply. Send complete claim or coverage information regarding your appeal.

We will respond to an appeal for pre-service requests within 30 days of our receipt of complete appeal information. We will respond to an appeal for post-service requests within 60 calendar days of our receipt of complete appeal information.

### **Persons Authorized to Appeal**

Either You or Your Authorized Representative may request an appeal. Authorized Representatives may be one of the following:

- Any person you authorize to act on your behalf provided you follow our procedures that include filing an authorization form with us. Call us to obtain a form to authorize a person to act on your behalf.
- A court appointed guardian or an agent under a health care proxy.
- A person authorized by law to provide substituted consent for you or to make health care decisions on your behalf.
- A family member or your treating health care professional if you are unable to provide consent.

Request for appeal from an authorized representative who is a dentist must be in writing unless requesting an expedited appeal.

### **What Your Request Must Include**

To be recognized as an appeal, your request must include all of this information:

- The date of your request.
- Your name and telephone number (so we may contact you).
- The date of the service we denied or date of the contested action or decision. For prior authorization or a service or supply, it is the date of our denial of coverage for the service or supply.
- The subscriber's number from your member card.
- The provider name.
- A description of the facts related to your request and why you believe our action or decision was in error.
- Any other details about your appeal. This may include written comments, documents, and records you would like us to review.

You should keep a copy of your request and supporting documents for your records. They will not be returned to you.

### **Information Available from Us**

If your appeal relates to a claim for benefits or a request for prior authorization, we will provide upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim as defined by the Employee Retirement Income Security Act.

- If our appeal decision denies your request or any part of it, we will provide an explanation, including the specific reason for denial, references to the dental plan terms on which our decision is based, a statement of your external review rights, and other information regarding our denial.

### **Options When You Disagree**

You must exhaust all internal appeals options available to you before requesting review by an Independent Review Organization selected by the Insurance Commissioner, requesting arbitration, or filing a lawsuit.

If you wish to contest our appeal decision, you must do one of the following:

- Request review by an Independent Review Organization selected by the Insurance Commissioner if You are appealing an issue of medical necessity, appropriateness, health care setting, level of care, or effectiveness, or a determination by HMSA that the service or treatment is experimental or investigational;
- For all other issues:
  - Request arbitration before a mutually selected arbitrator, or,
  - File a lawsuit under section 502(a) of ERISA.

### **Review by Independent Review Organization (IRO)**

If you choose review by an Independent Review Organization, You must submit your request to the Insurance Commissioner within 130 days of HMSA's decision to deny or limit the service or supply.

Unless you qualify for expedited external review of our appeal decision you must exhaust HMSA's internal appeals process before requesting external review, or show that HMSA violated federal rules related to claims and appeals unless the violation was 1) de Minimis; 2) non-prejudicial; 3) attributable to good cause or matters beyond HMSA's control; 4) in the context of an ongoing good-faith exchange of information; and 5) not reflective of a pattern or practice of non-compliance.

**Your request must be in writing and include:**

- A copy of HMSA's final internal appeal decision.
- A completed and signed authorization form releasing your medical or dental records relevant to the subject of the IRO review. For release of medical records, copies of the authorization form are available from HMSA by calling (808) 948-5090 or toll free at (800) 462-2085. Copies of the authorization form to release dental records are available from HMSA by calling (808) 948-6440 or toll free at 1 (800) 792-4672. Copies are also available on HMSA.com.
- A complete and signed conflict of interest form. If you are appealing a medical benefit, the conflict-of-interest form is available from HMSA by calling (808) 948-5090 or toll free at (800) 462-2085 or on HMSA.com. If you are appealing dental benefits the conflict-of-interest form is available from HMSA by calling (808) 948-6440 or toll free at 1 (800) 792-4672. Copies are also available on HMSA.com.
- A check for \$15.00 made out to the Insurance Commissioner. It will be refunded to you if the IRO overturns HMSA's decision. You are not required to pay more than \$60.00 in any calendar year.

**You must send the request to the Insurance Commissioner at:**

Hawaii Insurance Division  
ATTN: Health Insurance Branch – External Appeals  
335 Merchant Street, Room 213  
Honolulu, HI 96813  
Telephone: (808) 586-2804

You will be informed by the Insurance Commissioner within 14 business days if your request is eligible for external review by an IRO.

You may submit additional information to the IRO. It must be received by the IRO within 5 business days of your receipt of notice that your request is eligible. Information received after that date will be considered at the discretion of the IRO.

The IRO will issue a decision within 45 calendar days of the IRO's receipt of your request for review.

The IRO decision is final and binding except to the extent HMSA or You have other remedies available under applicable federal or state law.

### **Expedited IRO Review**

You may request expedited IRO review if:

- The timeframe for completion of an expedited internal appeal would seriously jeopardize the enrollee's life, health, or ability to gain maximum functioning or would subject the enrollee to severe pain that cannot be adequately managed without the care or treatment that is the subject of the adverse determination and You have requested expedited internal appeal at the same time;
- The timeframe for completion of a standard external review would seriously jeopardize the enrollee's ability to gain maximum functioning, or would subject the enrollee to severe pain that cannot be adequately managed without the care or treatment that is the subject of the adverse determination; or
- The final adverse determination concerns an admission, availability of care, continued stay, or health care service for which the enrollee received emergency services; provided that the enrollee has not been discharged from a facility for health care services related to the emergency services.

Expedited IRO review is not available if the treatment or supply has been provided.

The IRO will issue a decision as expeditiously as your condition requires but in no event more than 72 hours after the IRO's receipt of your request for review.

### **External Review of Decisions Regarding Experimental or Investigational Services**

You may request IRO review of an HMSA determination that the supply or service is experimental or investigational.

Your request may be oral if your treating dentist certifies, in writing, that the treatment or supply would be significantly less effective if not promptly started.

Written requests for review must include, and oral requests must be promptly followed up with, the same documents described above for standard IRO review plus a certification from your physician that provides the following:

- Standard health care services or treatments have not been effective in improving your condition;
- Standard health care services or treatments are not medically appropriate for you; or
- There is no available standard health care service or treatment covered by your plan that is more beneficial than the health care service or treatment that is the subject of the adverse action.

Your treating dentist must certify in writing that the service recommended is likely to be more beneficial to you, in the dentist's opinion, than any available standard health care service or treatment, or your licensed, board certified or board eligible physician must certify in writing that scientifically valid studies using accepted protocols demonstrate the service that is the subject of the external review is likely to be more beneficial to you than any available standard health care services or treatment.

The IRO will issue a decision as expeditiously as your condition requires but in no event more than 7 calendar days from the IRO's receipt of your request for review.

### **Arbitration**

If you choose arbitration with your employer or group sponsor, you must submit a written request for arbitration to the address shown at the beginning of this chapter. Your request for arbitration will not affect your rights to any other benefits under this plan. You must have fully complied with HMSA's appeals procedures described above and we must receive your request for arbitration within one year of the decision rendered on appeal. In arbitration, one person (the arbitrator) reviews the positions of both parties and makes the final decision to resolve the issue. No other parties may be joined in the arbitration. The arbitration is binding, and the parties waive their right to a court trial and jury.

Before the start of arbitration, both parties (you and with your employer or group sponsor) must agree on the designation of the arbitrator. If with your employer or group sponsor both cannot agree within 30 days of your request for arbitration, either party may ask the First Circuit Court of the State of Hawaii to appoint an arbitrator.

The arbitration hearing shall be in Hawaii. The arbitration shall be conducted in accord with the Hawaii Uniform Arbitration Act, HRS Chapter 658A, the rules of Dispute Prevention and Resolution, Inc., to the extent not inconsistent with this Chapter 6: Resolving Disputes and such other arbitration rules as both parties agree upon. The arbitrator may hear and determine motions for summary disposition pursuant to HRS §658A-15(b). The arbitrator shall also hear and determine any challenges to the arbitration Agreement and any disputes regarding whether a controversy is subject to an Agreement to arbitrate. In order to make the arbitration hearing fair, expeditious and cost-effective, discovery by both parties shall be limited to requests for production of documents material to the claims or defenses in the arbitration. Limited depositions for use as evidence at the arbitration hearing may occur as authorized by HRS §658A-17(b).

The arbitrator will make a decision as quickly as possible and will give both parties a copy of this decision. The decision of the arbitrator is final and binding. No further appeal or court action can be taken except as provided under the Hawaii Uniform Arbitration Act. Your employer or group sponsor will pay the arbitrator's fee. You must pay your attorney's or witness's fees, if you have any, and with your employer or group sponsor must pay theirs. The arbitrator will decide who will pay all other costs of the arbitration.

Your employer or group sponsor waives any right to assert that you have failed to exhaust administrative remedies because you did not select arbitration.



### **If You are Enrolled in a Self-Funded Group Plan and you wish to contest our Appeal Decision**

If you are enrolled in a self-funded group sponsored plan, you are not eligible for review by an IRO selected by the Insurance Commissioner. You must either

- Request review by an IRO randomly selected by HMSA if you are appealing an issue of medical necessity, appropriateness, health care setting, level of care, or effectiveness, or a determination by HMSA that the service or treatment is experimental or investigational.
- Request arbitration as described above with your employer or group sponsor
- File a lawsuit against your employer or group sponsor under section 502(a) of ERISA unless your plan is one of the two bulleted types provided below, in which case you must select arbitration.
  - A church plan defined in 29 U.S.C. § 1002 (33) and no selection has been made in accord with 26 U.S.C. § 410(d); or
  - A governmental plan as defined in 29 U.S.C. § 1002(32).

If you choose review by an IRO, you must submit your request in writing to HMSA within 130 days of HMSA's appeal decision to deny or limit the service or supply at:

HMSA Member Advocacy and Appeals  
P.O. Box 1958  
Honolulu, HI 96805-1958

Within 6 business days following the date of receipt of your request, we will notify you in writing that your appeal is eligible for external review.

We will assign an IRO to review your appeal. The IRO will inform you of its decision within 45 days after the IRO received the assignment from us.



# Chapter 7: Other Party Responsibility

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*There may be situations when another party is responsible for a portion or the entire cost of your services. This chapter explains those circumstances.*

## **When You have More than One Dental Plan**

You may have other dental insurance coverage that provides coverage that is the same or similar to this plan. If you have such coverage, we will coordinate with the other coverage(s) to determine payment under this plan. Other coverage includes group sponsored insurance, non-group sponsored insurance, other group benefit plans, Medicare or other governmental benefits, and the dental benefits coverage in your automobile insurance (whether issued on a fault or no-fault basis).

Should you have more than one dental plan, to ensure accurate and timely coordination of benefits, you must follow the instructions outlined here.

## **Notice to Us**

Inform us of your other dental coverage (also let us know if your other coverage ends or changes). If we need additional information, you will receive a letter from us. If you do not provide us with the information, we need to coordinate your benefits, your claims may be delayed or denied.

Indicate that you have other dental coverage when you fill out a claim form by completing the appropriate boxes on the form. If your dentist is filing the claim on your behalf, make sure your dentist knows to inform us.

## **Notice to Your Provider**

Inform your provider by giving him or her information about the other dental coverage at the time services are rendered.

## **How Much We Pay**

You may have other insurance coverage that provides benefits which are the same or similar to this plan.

When this plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits. When this plan is secondary, its benefits are determined after those of another plan and may be reduced when the combination of the primary plan's payment and this plan's payment exceed the eligible charge. As the secondary plan, this plan's payment will not exceed the amount this plan would have paid if it had been your only coverage. Additionally, when this plan is secondary, benefits will be paid only for those services or supplies covered under this plan.

If there is an applicable benefit maximum under this plan, the service or supply for which payment is made by either the primary or the secondary plan shall count toward that benefit maximum. For example, this plan covers one set of bitewing x-rays per calendar year, if this plan is secondary and your primary plan covers one set of bitewing x-rays per calendar year, the x-rays for one set of bitewings covered under the primary plan will count toward the yearly benefit maximum and this plan will not provide benefits for a second set of bitewing x-rays within the calendar year.

### General Coordination of Benefit Rules

There are certain rules we follow to help us determine which plan pays first when there is other insurance or coverage that provides the same or similar coverage as this plan. A comprehensive listing of our coordination of benefits rules is available upon request. The following are four common coordination rules:

- The coverage without coordination of benefits rules pays first.
- The coverage you have as an employee pays before the coverage you have as a spouse or dependent child.
- The coverage you have as the result of your active employment pays before coverage you hold as a retiree or under which you are not actively employed.
- When none of the general coordination rules apply (including those not described above), the coverage with the earliest continuous effective date pays first.

### Dependent Child Coordination of Benefit Rules

The following are coordination rules that apply to Dependent children (note that if none of the following rules apply, the parent's coverage with the earliest continuous Effective Date pays first):

- For a child who is covered by both parents who are not separated or divorced and have joint custody, the coverage of the parent whose birthday occurs first in a calendar year pays first.
- For a child who is covered by separated or divorced parents and a court decree provides which parent has health insurance responsibility, the appointed parent's coverage pays first.
- For a child who is covered by separated or divorced parents and a court decree does not stipulate which parent has health insurance responsibility, and then the coverage of the parent with custody pays first. The payment order for this Dependent child is as follows:

- |                               |   |
|-------------------------------|---|
| 1. Custodial parent           | 3. Other non-custodial parent           |
| 2. Spouse of custodial parent | 4. Spouse of other non-custodial parent |

### **Automobile Accidents**

If your injuries or illness are due to a motor vehicle accident or other event for which we believe motor vehicle insurance coverage reasonably appears available under Hawaii Revised Statutes Chapter 431, Article 10C, or any other motor vehicle insurance coverage, then that motor vehicle coverage will pay before this coverage. You are responsible for any cost sharing payments required under such motor vehicle insurance coverage. We do not cover such cost sharing payments. Payment under this coverage for an injury covered by motor vehicle insurance is subject to the rules set forth below.

You must provide us a list of expenses paid by the motor vehicle insurance. The list must show the date expenses were incurred, the provider of service, and the amount paid by motor vehicle insurance. We cannot process a claim without this information.

### **Guidelines**

Once you submit a list of expenses to Us, We will review the list of expenses to verify that the motor vehicle insurance coverage available under Hawaii Revised Statutes Chapter 431, Article 10C, or any other motor vehicle insurance, is exhausted. Upon Our verification of exhaustion, you are eligible for covered services in accord with this guide.

### **Worker's Compensation or Motor Vehicle Insurance**

If you have dental coverage under Worker's Compensation or motor vehicle insurance for illness or injury, please note the following:

- If you have or may have coverage under Worker's Compensation insurance, such coverage will apply instead of the coverage under this guide. Dental expenses arising from illness or injury covered under Worker's Compensation insurance are excluded from coverage under this guide.
- If you are or may be entitled to dental benefits from your automobile coverage, you must exhaust those benefits first, before receiving benefits from us.

### **Third Party Liability**

Third party liability grants us the right to be reimbursed if you are injured or become ill and either of the following is true:

- The illness or injury is caused or alleged to have been caused by someone else and you have or may have a right to recover damages or receive payment in connection with the illness or injury.
- You have or may have a right to recover damages or receive payment without regard to fault.

Your cooperation is necessary for us to determine our liability for coverage and to protect our rights to recover our payments. We will provide benefits in connection with the illness or injury in accordance with the terms of this guide if you cooperate with us by following the rules set forth below. If you do not cooperate with Us, Your claims may be delayed or denied, and we shall be entitled to reimbursement of payments made on your behalf to the extent that your failure to cooperate has resulted in erroneous payments of benefits or has prejudiced our rights to recover payments.

1. Timely Notice and Proof Requirements

You must give us timely notice in writing if any of the following are true:

- You have any knowledge of any potential claim against any third party or other source of recovery in connection with the illness or injury.
  - There is any written claim or demand (including legal proceeding) against any third party or against other source of recovery in connection with the illness or injury.
  - There is any recovery of damages (including any settlement, judgment, award, insurance proceeds, or other payment) against any third party or other source of recovery in connection with the illness or injury. To give timely notice, your notice must be no later than 30 calendar days after the occurrence of each of the events stated above.
2. You must promptly sign and deliver to Us all liens, assignments, and other documents we deem necessary to secure our rights to recover payments, and you hereby authorize and direct any person or entity making or receiving any payment on account of such illness or injury to pay to us so much of such payment as necessary to discharge Your reimbursement obligations described above.
  3. You must promptly provide us any and all information reasonably related to our investigation of our liability for coverage and our determination of our rights to recover payments. We may ask you to complete an Injury/Illness report form and provide us dental records and other relevant information.
  4. You must not release, extinguish, or otherwise impair our rights to recover our payments, without our express written consent.
  5. You must cooperate in protecting our rights under these rules. This includes giving notice of our lien as part of any written claim or demand made against any third party or other source of recovery in connection with the illness or injury.
  6. Notice Required.

**Any written notice required by these rules must be sent to:**

HMSA  
Attn: 8 CA/Other Party Liability  
P.O. Box 860  
Honolulu, Hawaii 96808-0860

## Our Rights

If you have complied with the rules set forth in the Third-Party Liability section, we will pay benefits in connection with the illness or injury to the extent that the treatment would otherwise be a covered benefit payable under this guide. However, we shall have a right to be reimbursed for any benefits we provide from any recovery received from or on behalf of any third party or other source of recovery in connection with the illness or injury, including, but not limited to, proceeds from any of the following:

- Settlement, judgment, or award
- Motor vehicle insurance including liability insurance or your underinsured or uninsured motorist coverage.
- Workplace liability insurance
- Property and casualty insurance
- Dental malpractice coverage
- Other insurance

We shall have a first lien on such recovery proceeds, up to the amount of total benefits we pay or have paid related to the illness or injury. You must reimburse us for any benefits paid, even if the recovery proceeds obtained (by settlement, judgment, award, insurance proceeds, or other payment) do not specifically include dental expenses or are:

- Stated to be for general damages only;
- For less than the actual loss or alleged loss suffered by you due to the illness or injury;
- Obtained on Your behalf by any person or entity, including Your estate, legal representative, parent, or attorney;
- Without any admission of liability, fault, or causation by the third party or payer.

Our lien will attach to and follow such recovery proceeds even if you distribute or allow the proceeds to be distributed to another person or entity. Our lien may be filed with the court, any third party or other source of recovery money, or any entity or person receiving payment regarding the illness or injury.

If we are entitled to reimbursement of payments made on your behalf under these rules, and we do not promptly receive full reimbursement pursuant to our request, we shall have a right of set-off from any future payments payable on your behalf under this guide.

To the extent that we are not reimbursed for the total we pay or have paid related to your illness or injury, we have a right of subrogation (substituting us to your rights of recovery) for all causes of action and all rights of recovery you have against any third party or other source of recovery in connection with the illness or injury.

Our rights of reimbursement, lien, and subrogation described above, are in addition to all other rights of equitable subrogation, constructive trust, equitable lien and/or statutory lien we may have for reimbursement of these payments, all of which rights are preserved and may be pursued at our option against you or any other appropriate person or entity.

For any payment made by us under these rules, you are still responsible for your copayments, deductibles, timeliness in submission of claims, and other obligations under this guide.

Nothing in this Third-Party Liability section shall limit our ability to coordinate benefits as described elsewhere in this chapter.



# Chapter 8: General Provisions

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*This chapter provides general provisions applicable to your plan.*

## **Pediatric Dental Requirements**

This plan includes pediatric dental coverage, an *essential health benefit*, as required under the federal *Patient Protection and Affordability Care Act (PPACA)*.

## **Premiums**

You or your group sponsor must pay premiums to us on or before the first day of the month in which coverage under this plan is to be provided. We have the right to change the monthly premium following 30 days written notice to your group sponsor.

In the event you or your group sponsor fail to pay monthly premiums on or before the due date, we may terminate coverage, unless all premiums are brought current within ten (10) days of our providing written notice of default to your group sponsor and the state of Hawaii Department of Labor and Industrial Relations. We are not liable for benefits for services received after the termination date. This includes benefits for services you receive if you are enrolled in this coverage under either of the following provisions:

- The Consolidated Omnibus Budget Reconciliation Act (COBRA).
- The Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **Coverage Terms**

By submitting the enrollment form, you accept and agree to the provisions of our constitution and bylaws now in force and as amended in the future.

## **Authority to Terminate, Amend, or Modify**

We have the authority to amend, modify or terminate the Agreement provided that we give you 30 days prior written notice regarding the change.

## **Right to Interpret**

We will interpret the provisions of the Agreement and will determine all questions that arise under it. We have the administrative discretion to do all of the following:

- Determine whether you meet our written eligibility requirements.
- Determine the amount and type of benefits payable to you or your dependents according to the terms of this Agreement.
- Interpret the provisions of this agreement as is necessary to determine benefits, including determinations of dental necessity.

Our determinations and interpretations, and our decisions on these matters are subject to de novo review by an impartial reviewer as provided in this guide or as allowed by law. If you disagree with our interpretation or determination, you may appeal. See *Chapter 6: Resolving Disputes*.

No oral statement or verbal representations of any person shall modify or otherwise affect the benefits, limitations and exclusions of this guide, convey or void any coverage, or increase or reduce any benefits under this Agreement.

### **Confidential Information**

Your dental records and information about your care is confidential. We do not use or disclose your dental information except as permitted or required by law. You may be required to provide information to us about your dental treatment or condition. In accordance with law, we may use or disclose your dental information (including providing this information to third parties) for the purposes of payment activities and health care operations such as quality assurance, disease management, provider credentialing, administering the plan, complying with government requirements, and research or education.

### **Governing Law**

To the extent not superseded by the laws of the United States, this coverage will be construed in accord with and governed by the laws of the State of Hawaii. Any action brought because of a claim against this coverage will be litigated in the state or federal courts located in the State of Hawaii and in no other.

### **Relationship Between Parties**

Participating dentists are not agents or employees of ours, nor are we (or any of our employees) an employee or agent of any participating dentists. We are not an insurer against nor liable for the negligence or other wrongful act or omission of any participating dentists or his or her employee or other person or for any act or omission of anyone covered by this plan.

### **Circumstances Beyond Our Control**

In the event of a major disaster, epidemic, war, insurrection or other circumstances beyond our control, we will make a good faith effort to provide or arrange for covered services. However, we will not be responsible for any delay or failure in providing services due to lack available facilities or personnel.

### **Notice Address**

Any written notice to us required by this guide should be sent to:

HMSA  
P.O. Box 860  
Honolulu, Hawaii 96808-0860

Any notice from us to you will be acceptable when addressed to you at your address as it appears in our records.

### **Medicaid Enrollment**

Notwithstanding anything contained herein, any payment hereunder shall be made in accordance with any assignment of rights made by or on behalf of you as required by Medicaid or any other State Plan for dental assistance approved under Title XIX of the Social Security Act. Payments for benefits under this plan will be made in accordance with any State Law which provides for acquisition.

Medicaid is a form of public assistance sponsored jointly by the federal and state governments providing dental assistance for eligible persons whose income falls below a certain level. The Hawaii Department of Human Services pursuant to Title XIX of the federal Social Security Act administers this program.

### **ERISA Rights**

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you will be entitled to do all of the following:

- Examine all Plan documents and copies of documents (such as annual reports) filed by the Plan with the United States Department of Labor. You may examine these documents without charge at the Plan administrator's office or at specified locations.
- Obtain copies of Plan documents from the Plan administrator upon written request. The plan administrator may request a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report if your group sponsor has 100 or more participants in your Plan. The Plan administrator is required by law to furnish you with a copy of this summary annual report.

In addition to creating rights for you and other participants, ERISA imposes duties upon the people responsible for the operation of your employee benefit Plan. The people responsible are called fiduciaries of the Plan. Fiduciaries have a duty to operate your employee benefit Plan prudently and in the interest of you and your family Members. HMSA and the Plan administrator (your group sponsor) are fiduciaries under this Agreement, however, HMSA's duties are limited to those described in this Agreement, and the Plan administrator is responsible for all other duties under ERISA. No one, including your group sponsor, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a covered benefit or exercising your rights under ERISA. If your claim for a covered benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to request an appeal and reconsideration of your claim. Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you request plan documents from the plan administrator and do not receive it within 30 days, a federal court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the document, unless the document was not sent because of matters reasonably beyond the control of the Plan administrator.

If you have a claim for benefits that is denied or ignored (in whole or in part), you may file suit in state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person or entity you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan administrator, i.e., your group sponsor. If you have questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20010.

### **Privacy Policies and Practices for Member Financial Information**

Notice of Our privacy policies and practices for personal financial information required by law\*

HMSA and Our affiliated organizations throughout the state of Hawaii have established the following policies and practices:

- Maintain physical, electronic, and procedural safeguards to protect the privacy, confidentiality and integrity of personal information.
- Ensure that those in our workforce who have access to or use your personal information need that information to perform their jobs and have been trained to properly handle personal information. Our employees are fully accountable to management for following our policies and practices.
- Require that third parties who access your personal information on our behalf comply with applicable laws and agree to HMSA's strict standards of confidentiality and security.

Effective July 1, 2002, HMSA is required by state law to provide an annual notice of our privacy policies and practices for personal financial information to members that are enrolled in our individual health plans. This section contains information regarding how we collect and disclose personal financial information about our members to our affiliates and to nonaffiliated third parties. This applies to former as well as current HMSA members.

\*Privacy of Consumer Financial Information, H.R.S. Chapter 431, Article 3A

Collection of personal financial information- HMSA collects personal financial information about you that is necessary to administer your health plan. We may collect personal financial information about you from sources such as enrollment forms and other forms that you complete, and your transactions with Us, Our affiliates or others.

Sharing of personal financial information- HMSA may share with our affiliates and with nonaffiliated third parties any of the personal financial information that is necessary to administer your health plan, as permitted by law. Nonaffiliated third parties are those entities that are not part of the family of organizations controlled by HMSA. We do not otherwise share your personal financial information with anyone without your permission.

## Chapter 9: Defined Terms

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*This chapter provides definitions for many of the terms used in two or more chapters throughout this guide.*

**Agreement** - The legal document between you and us that contains all of the following:

- This guide.
- Any riders and/or amendments.
- The enrollment form submitted to us by you.
- The Agreement that exists between us and you.

**Calendar Year** - A period of time used in determining provisions such as service limits. The first calendar year for anyone covered by this plan begins on that person's effective date and ends on December 31 of that same year. Thereafter, calendar year begins January 1 and ends December 31 of that year.

**Child** - Means any of the following: your son, daughter, stepson or stepdaughter, you are legally adopted child or a child placed with you for adoption, a child for whom you are the court-appointed guardian, or your eligible foster child (defined as an individual who is placed with you by an authorized placement agency or by judge, decree or court-order).

**Coordination of Benefits (COB)** - Applies when you are covered by more than one insurance policy providing benefits for like services.

**Covered Service** - Dental services or supplies that are listed as covered in *Chapter 3: Services & Copayments*. In addition to being listed as covered, for a covered service to qualify for payment by us under this plan it must meet the criteria listed in *Chapter 1: Critical Concepts under Covered Services Criteria*.

**Dentist** - A doctor of dental medicine (D.M.D.) or doctor of dental surgery (D.D.S.). In addition, the Dentist must be both of the following:

- Certified or licensed by the proper government authority to render services within the lawful scope of his or her respective license.
- Approved by Us.

**Dependent** - The Member's spouse and/or eligible child(ren).

**Effective Date** - The date upon which you are first eligible for coverage under this plan.

**Eligible Charge** - The amount we use to determine our payment and the amount you owe for a service that is covered. We determine eligible charge based on the following:

- The lower of the amount billed by the Dentist on a submitted claim; or
- The discounted charge negotiated by Us; or
- An amount we establish as the Maximum Allowable Charge. Maximum Allowable Charges are listed in Our Schedule of Maximum Allowable Charges. We reserve the right to annually adjust the charges listed in the Schedule of Maximum Allowable Charges. In adjusting charges, We consider all of the following:
  - Increases in the cost of dental and non-dental services in Hawaii over the previous year.
  - The relative difficulty of the service compared to similar services.
  - Changes in technology that may have affected the difficulty of the service.
  - Payment for the service under federal, state and other private insurance programs.
  - The impact of changes in the charge on our health plan rates.

Eligible Charge for covered services rendered outside Hawaii is based on the eligible charge for the same or comparable services rendered in Hawaii.

**\*Please note:** The eligible charge for non-participating providers is based on a Maximum Allowable Charge that is lower than the Maximum Allowable Charge for participating providers

**Emergency Dental Care 24/7-** Virtual dental visits delivered exclusively by TeleDentistry.com. Visit [hmsadental.com/teledentistry](https://hmsadental.com/teledentistry) or call (866) 256-1871.

**Essential Health Benefits** - PPACA ensures health plans offer a comprehensive package of items and services, known as essential health benefits. Essential health benefits must include items and services within at least the following 10 categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and facilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral (dental) and vision care.

**Explanation of Benefits (EOB)** - A statement that explains how we processed a claim based on services performed, the actual charge, any adjustments to the actual charge, our eligible charge, the amount we paid, and the amount you owe.

**Group** – The Member’s employer or Group Sponsor. Members of a group share a common relationship with one another, such as employment or membership in an organization. The group sponsor executes the Group Sponsored plan Agreement with us and by obtaining dental coverage through the group sponsor; the Member designates the Group Sponsor as the administrator for this coverage.

**Guide** - This document and any applicable amendment that describes the dental coverage you have under this plan.

**Healthcare.gov-** Federal online health insurance marketplace managed by the U.S. Centers for Medicare and Medicaid Services.

**HMSA** – Hawai'i Medical Service Association, an independent licensee of the Blue Cross and Blue Shield Association.

**HMSA Directory of Participating Providers**- A complete list of HMSA participating providers.

**Illness or injury** - Any bodily disorder, bodily Injury, disease or condition.

**Legal Resident** – Legal resident means (1) every individual domiciled in the state of Hawaii, and (2) every other individual whether domiciled in the state of Hawaii or not, who resides in the state. To "reside" in the state means to be in the state of Hawaii for other than a temporary or transitory purpose. Every individual who is in the state of Hawaii for more than two hundred days of the taxable year in the aggregate shall be presumed to be a resident of the state of Hawaii.

**Medically Necessary Orthodontic Treatment** - Orthodontic treatment required to repair cleft lip and palate or other severe facial birth defects or injury for which the function of speech, swallowing, or chewing shall be restored.

**Member** - The person who meets applicable eligibility requirements and who executes the enrollment form that is accepted, in writing, by us.

**Non-Medically Necessary Orthodontic Treatment** - Orthodontic treatment for the prevention and correction of irregular teeth and/or jaw relationships (including any repair or replacement of orthodontic appliances) and does not qualify as medically necessary.

**Non-Participating Provider** - A dental provider that is not contracted with us nor has any contracts with our affiliated networks.

**Out of Country Services**- Dental services rendered by a dental provider that is not contracted with us nor has any contracts with our affiliated networks and located outside the United States and its territories. The services are not covered and the patient responsible for the provider charges.

**Out of Pocket Maximum** - The maximum amount you will pay for covered dental services in a calendar year under this plan.

**Participating Provider** - A dental provider that is participating with us or participating in one of our affiliated networks.

**Patient Protection and Affordable Care Act** also known as the Affordable Care Act or ACA – is the health reform legislation passed by the 111th Congress and signed into law by President Barack Obama in March 2010. The law includes numerous health related provisions for insurance carriers to increase the quality and control healthcare costs for individuals.

**Payment Determination Criteria** - Criteria we apply to all services. Only those covered services that meet Payment Determination Criteria are eligible for payment under this plan. To meet Payment Determination Criteria, a service must meet all of the following criteria:

- A. For the purpose of treating a dental condition.
- B. The most appropriate delivery or level of service considering potential benefits and harms to the patient.
- C. Known to be effective in improving dental health outcomes; provided that:
  - 1. Effectiveness is determined first by scientific evidence;
  - 2. If no scientific evidence exists, then by professional standards of care; and
  - 3. If no professional standards of care exists or if they exist but are outdated or contradictory, then by expert opinion, and
- D. Cost-effective for the dental condition being treated compared to alternative dental interventions, including no intervention. For purposes of this paragraph, cost-effective shall not necessarily mean the lowest price.

Services that are not known to be effective in improving dental health outcomes include, but are not limited to, services that are experimental or investigational.

Definitions of terms and additional information regarding enrollment form of this Payment Determination Criteria are contained in the Patient's Bill of Rights and Responsibilities, Hawaii Revised Statutes § 432E-1.4. The current language of this statutory provision will be provided upon request. Request should be submitted to HMSA's Customer Service Department.

The fact that a Dentist or other provider may prescribe, order, recommend, or approve a service or supply does not in itself mean that the service or supply meets Payment Determination Criteria, even if it is listed as a covered service.

Participating providers may not bill or collect charges for services or supplies that do not meet HMSA's Payment Determination Criteria unless a written acknowledgement of financial responsibility, specific to the service, is obtained from you or your legal representative prior to the time services are rendered.

Participating providers may, however, bill you for services or supplies that are excluded from coverage without obtaining a written acknowledgement of financial responsibility from you or your representative. More than one procedure, service, or supply may be appropriate for the diagnosis and treatment of your condition. In that case, we reserve the right to approve only the least costly treatment, service, or supply.

You may ask your physician to contact us to determine whether the services you need meets our payment determination criteria or are excluded from coverage before you receive the care.

**Plan** - The specific dental coverage described in this guide, and which is offered to you and which you pay premium toward.



**Prior Authorization** – Dental services including but not limited to crowns and orthodontia services for pediatric members are only covered if prior authorized by HMSA. Typically, the dental provider will obtain this prior authorization, but it is your responsibility to ensure the prior authorization is obtained before the services are rendered. Services that are not preauthorized when required are not payable by HMSA.

**Teledentistry**- The use of electronic information, imaging and communication technologies, such as interactive audio, and video to provide dental care delivery, diagnosis, consultation, treatment, transfer of dental information and education.

**Us, We, Our** - Terms that refer to Hawai'i Medical Service Association (HMSA), an independent licensee of the Blue Cross and Blue Shield Association.

**Waiting Period** - Once enrolled under this plan, an identified period of time that must be accommodated prior to covered services being eligible for coverage under the plan.

**You, Your** - You and your enrolled spouse and/or child(ren) who are eligible for coverage under this plan.





# Serving you

Meet with knowledgeable, experienced health plan advisers. We'll answer questions about your health plan, give you general health and well-being information, and more. Hours of operation may change. Please go to [hmsa.com/contact](https://hmsa.com/contact) before your visit.

## HMSA Center in Honolulu

818 Keeaumoku St.

Monday–Friday, 8 a.m.–5 p.m. | Saturday, 9 a.m.–2 p.m.

## HMSA Center in Pearl City

Pearl City Gateway | 1132 Kuala St., Suite 400

Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

## HMSA Center in Hilo

Waiakea Center | 303A E. Makaala St.

Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

## HMSA Center in Kahului

Puunene Shopping Center | 70 Hookele St.

Monday–Friday, 9 a.m.–6 p.m. | Saturday, 9 a.m.–2 p.m.

## HMSA Office - Lihue, Kauai

4366 Kukui Grove St., Suite 103

Monday–Friday, 8 a.m.–4 p.m.

## Contact HMSA. We're here with you.

Call (808) 948-6440 or 1 (800) 792-4672.

[hmsadental.com](https://hmsadental.com)



@hmsahawaii



Together, we improve the lives of our members and the health of Hawaii.  
Caring for our families, friends, and neighbors is our privilege.

