



**UK Dental Care  
Certificate of Coverage**

**July 2024 – June 2025**

**[plan.ukdentistry.org](http://plan.ukdentistry.org)**



## **Certificate of Coverage Employee Benefit Booklet**

This Certificate of Coverage (“Certificate”) is issued and administered by UK Dental Care (UKDC) for persons who have selected the UK Dental Care plan benefit structure. The benefits specified in this Certificate provided to the University’s employees and retirees (“Members”) pertain to services performed at UK College of Dentistry facilities and provided by the UK faculty, post-graduate dentists or student dentists participating in UK Dental Care.

By enrolling and accepting benefits under this Certificate, the Member agrees to abide by the rules outlined in this Certificate. Except for emergency dental services, only those dental care services provided, arranged or authorized by UK Dental Care are a benefit under this Certificate. Members are entitled to the services and benefits described in this Certificate in exchange for a periodic prepayment/premium paid by the Members of the UK Dental Care plan group.

Questions regarding this Certificate or any of the benefits provided herein may be addressed to:

UK Dental Care  
UK College of Dentistry  
770 Rose Street Lexington, KY  
40536-0297 Ph: (859) 323-8566  
[ukdentalcare@uky.edu](mailto:ukdentalcare@uky.edu)

UK Dental Care, is a benefit structure and provider network available to University of Kentucky employees and their family members through the University’s self-insured program. As a self-insured product, it is not a licensed HMO.

## Table of Contents

HOW TO USE YOUR CERTIFICATE .....	4
DEFINITIONS .....	5
BENEFITS AND LIMITATIONS .....	11
PLAN DESCRIPTIONS: .....	12
Basic Plan.....	12
Comprehensive Plan .....	13
Retiree Classic Plan.....	17
Retiree Ultra Plan .....	19
EXCLUSIONS.....	23
GENERAL PROVISIONS .....	27
Eligibility .....	27
Enrollment .....	27
Effective Date of Coverage.....	27
Family and Medical Leave Act of 1993.....	28
Forms and Applications.....	28
Identification Cards .....	28
Membership Records.....	28
Authorization to Receive Information .....	29
Billing for Dental Services .....	29
Contract Administration .....	29
Member Rights and Responsibilities .....	30
Coordination of Benefits (COB) .....	32
Subrogation.....	35
Termination of Coverage.....	35
Continuation of Group Coverage .....	37
Conversion Privilege .....	39
Notice .....	39
Headings.....	40
Execution of Certificate of Coverage.....	40
Entire Contract.....	40
Waiver or Modification .....	40
Major Disasters.....	40

# HOW TO USE YOUR CERTIFICATE

## **READ YOUR CERTIFICATE CAREFULLY.**

Your Certificate gives you a general description of your dental care benefits.

**THEREFORE, IT IS IMPORTANT TO READ YOUR POLICY.** This Certificate is a legal document. The University of Kentucky's Medical Benefits Plan is the University's Plan and this Certificate is subject to its terms and conditions. In the event of conflict, the provisions of the University of Kentucky Medical Benefits Plan will prevail over this Certificate.

## DEFINITIONS

This section defines words and phrases having special meanings. If a word or phrase starts with a capital letter, it has a special meaning.

## BENEFITS AND LIMITATIONS

This section explains each type of dental care benefit in your coverage. Each benefit section shows what services are covered and any limitations that may apply to the Covered Service. The Benefits and Limitations section gives you the amount of benefits payable, as well as fees and Co-payment amounts under your Certificate.

## BENEFITS NOT PROVIDED: EXCLUSIONS

This section lists what is not covered. You should read this section carefully. We want to be sure that you do not expect benefits that are not included in your Certificate.

## GENERAL PROVISIONS

This section tells how your coverage works. It shows you such things as how to get benefits, how benefits are paid, your relationship with UK Dental Care, how and when your coverage stops, and what privileges you have when your coverage stops.

Many of the questions you might have regarding your dental care coverage can be answered by referring to your Certificate. If you are unable to find the answer to your question, contact a UK Dental Care plan Member Services Representative at (859)323-8566.

## Definitions

**Accidental Injury (or Accidentally Injured)** is a sudden or unforeseen result of an external agent or trauma, independent of illness, which causes injury, including complications arising from that injury, and which is definite as to time and place.

**Allowable Charge (or Dentist's Fee)** is the maximum dollar amount on which the benefit payment is based for each dental procedure. The List of Covered Procedures section of this Certificate details the Allowable Charge for each Covered Service allowed by the UK Dental Care plan.

**Alternate Recipient** means any child of a Member who is recognized under a Qualified Medical Child Support Order (QMCSO) as having a right to enrollment in the UK Dental Care Plan with regard to such Member.

**Basic Plan** refers to a type of plan offered to University of Kentucky Employees by UK Dental Care. The benefits and limitations of this plan are described in this Certificate.

**Benefit Period** means the period of time that the UK Dental Care plan pays benefits for Covered Services. The Benefit Period is July 1 through June 30.

**Certificate** means this summary of the terms of your dental benefits and any included attachments.

**Co-payment Amount** is the percentage of the Allowable Charge or Dentist's Fee that the Covered Person must pay. UK Dental Care pays a portion of the Dentist's fee for a Covered Service, and the Covered Person pays the rest of the fee. The Co-payment Amount varies for each plan and provided covered service. The List of Procedures in this Certificate details your Co-payment Amount for a particular service.

**Comprehensive Plan** refers to a type of plan offered to University of Kentucky Employees by UK Dental Care. The benefits and limitations of this plan are described in this Certificate.

**Cosmetic Services** means any treatment that is not Dentally Necessary, but is instead performed principally for the improvement of appearance.

**Covered Person** means a Member, or a dependent of the Member, who is eligible to receive benefits under the UK Dental Care plan, and for whom the Member has elected coverage.

**Covered Service** means a service or supply shown in this Certificate for which benefits will be paid. The Covered Service must be rendered by a UK Faculty, Post Graduate or Student dentist at a UK College of Dentistry facility, except as allowed under this Certificate. A charge for a Covered Service is incurred on the date the service or supply is provided to you.

**Deductible** means the amount the Covered Person must pay each Benefit Period before the plan pays benefits for Covered Services. For the UK Dental Care plan, the Deductible is \$0.

**Dentally Necessary (or Dental Necessity)** means a service or supply that is required to identify or treat your condition, disease or injury. A Dentist must provide the service or supply. The fact that a Dentist prescribes or approves a service or supply or a court orders a service or supply to be rendered does not make it Dentally Necessary. We must determine that the service or supply is:

- consistent with the symptoms, diagnosis or treatment of the condition, disease or injury;
- consistent with standards of good dental practice;
- not solely for the convenience of you or your Dentist;
- the most appropriate supply or level of service that can safely be provided to you.

**Dentist** means any dentist licensed under chapter 313 of the Kentucky Revised Statutes or similar law in other states. Dentists licensed out of the Commonwealth of Kentucky must be licensed in accordance with laws comparable to the laws of the Commonwealth of Kentucky. You will be responsible for the entire amount of charges of a Dentist who is not a Participating UK Faculty, Post Graduate, or Student Dentist, except in the case of Emergency Care, as described in this Certificate.

**Dependent** means either:

1. The Employee's or Retiree's lawful spouse/partner; or
2. Any of the Employee's or Retiree's children who satisfy the conditions listed below. "Children" includes newborn children, stepchildren residing in the member's home, children legally placed for adoption and legally adopted children.

Children are eligible for coverage only after they become your Dependents. To obtain coverage for your children, you may be required to complete a dependency affidavit and provide a copy of any legal documents awarding guardianship of such children to you or your spouse/partner.

To be classified as a Dependent child, a child must:

- a. Be less than the age limit in the Benefit Summary; and
- b. Be non-married.

A child legally placed with the Member for adoption is eligible for coverage from the date that the Member assumes and retains a legal obligation for support of such child in anticipation of the adoption of such child. The child's eligibility terminates upon the Member's termination of legal obligation and is subject to UK Dental Care's General Provision as outlined in this Certificate.

Eligibility will continue past the age limit for Dependents who are totally disabled and who are Covered Persons upon reaching the age limit. The Dependent must

have been totally disabled before reaching the age limit. A Physician must certify that the Dependent is totally disabled. We may require proof of the disability from time to time. A total disability is a condition that results when any physical handicap or mental retardation prevents a Dependent from engaging in substantial gainful activity. The disability must be expected to result in death or be of continuous or indefinite duration. UK Dental Care is the final authority for determining whether a Dependent is totally disabled. Coverage Effective Dates and enrollment requirements are described in your UK Dental Benefits Plan.

**DNKA (Did Not Keep Appointment)** means an appointment that the Covered Person failed to appear for or properly cancel. DNKA's will count against the two allotted appointments allowed for each Covered Person per Benefit Period. Any appointments or DNKA's over the allotted two appointments in any given Benefit Period are not a benefit and will become the responsibility of the Covered Person.

**Effective Date** means the date the Covered Person's coverage begins with UK Dental Care.

**Emergency** means Dentally Necessary services provided for the treatment of an Accidental Injury or dental Emergency that must be treated immediately. Accidental Injury means a traumatic bodily injury resulting from an Accident. If not immediately diagnosed and treated, this injury could reasonably be expected to result in serious physical impairment. Dental Emergency means a serious health threatening or disabling condition manifested by severe symptoms occurring suddenly and unexpectedly that could result in serious physical impairment if not treated immediately.

**Employee Only Coverage** means coverage for the Member only. This type of coverage does not cover the Employee's spouse/partner or Dependent children.

**Employee and Child(ren) Coverage** means coverage for the Member and the Dependent children of the Member. This type of coverage does not cover the spouse/partner of a Member.

**Employee and Family Coverage** means coverage for the Member and the Dependent spouse/partner and Dependent children of the Member.

**Employee and Spouse/Partner Coverage** means coverage for the Member and the spouse/partner of the Member. This type of coverage does not cover the Dependent children of the Member.

**Endodontics** is a dental specialty limited to treating disease and injuries associated with the pulp of the tooth and surrounding tissues, including surgical therapy.

**Experimental Services or Investigational Services** means any drug, device, supply, treatment, procedure, facility, equipment or service that is being studied to determine if it should be used for patient care or if it is effective. Something that is Investigational is not recognized as effective medical or dental practice. We reserve the sole right to determine what is investigational. Approval by the Food and Drug Administration (FDA)

does not mean that we approve the service or supply. Drugs classified as Treatment Investigational New Drugs by the FDA are Investigational. Devices with the FDA Investigational Device Exemption and any services involved in the clinical trials are Investigational.

**Group** as used in this Certificate means the enrollees of the UK Dental Care plan.

**Hospital** means an acute care facility with the main purpose of providing diagnostic and therapeutic services to inpatients by or under the supervision of a staff of physicians.

**Maximum Annual Benefit** means the maximum dollar amount the UK Dental Care plan will pay toward the cost of dental care incurred by a Covered Person in the Benefit Period. The Maximum Annual Benefit for the Basic and Retiree Classic plans is \$600 per Benefit Period. The Maximum Annual Benefit for the Comprehensive and Retiree Ultra plans is \$1,200 per Benefit Period.

**Member** means a University of Kentucky Member who is eligible to receive dental benefits and who has elected to receive coverage. Dependents of a Member are not Members, but instead are Covered Persons.

**Non-Participating Dentist or Non-Participating Provider** means any UK Faculty or Post Graduate Student dentist who has elected not to be a dental provider for the UK Dental Care plan. You will be responsible for the entire amount of a Non-Participating Provider's charges.

**Non-Plan Dentist or Non-Plan Provider** means a member of the dental community who is not a UK Faculty dentist or in the Post Graduate Student dental specialty program at the UK College of Dentistry. You will be responsible for the entire amount of a Non-Participating Dentist's charges, except for out of area emergency care, as described in this Certificate.

**Open Enrollment Period** means a period of time at least once each calendar year designated by the University of Kentucky when eligible persons within the Group are given an opportunity to enroll, disenroll or change plan coverage.

**Orthodontics** is a dental specialty that is limited to the interception and treatment of the improper alignment of biting or chewing surfaces of upper and lower teeth and their surrounding structures.

**Participating Dentist or Participating Provider** means any UK Faculty or Post Graduate Student dentist who is listed as a Participating Provider for UK Dental Care in the Provider directory. These Participating Dentists/Providers are employed by the University of Kentucky and treatment must be performed at one of the UK College of Dentistry facilities. UK Dental Care reserves the right to update the list of Participating Providers periodically. An updated list can be obtained from UK Dental Care plans.

**Participating Specialist Dentist** means a duly licensed UK Faculty dentist who devotes himself or herself to diagnosing and treating a class of disease after an advanced formal clinical program pertaining to all aspects of this disease process.



This Dentist is a UK Faculty Dentist and is listed as a Participating Specialist in the Provider directory. The Covered Person may choose to receive specialty services performed by a UK Post Graduate Student Dentist under the supervision of a duly licensed UK Faculty Dentist. Services performed by a UK Post Graduate Student Dentist may be subject to a reduced fee schedule.

**Periodontics** is a dental specialty that is limited to the treatment of diseases of the supporting and surrounding tissues of the teeth, such as the gums.

**Periodic Pre-payment** means the amount of money prepaid monthly to the UK Dental Benefits Plan by the Member in order to maintain dental coverage.

**Prosthodontics** is a dental specialty limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

**Qualified Medical Child Support Order (QMCSO)** refers to a court order which establishes the right of an Alternate Recipient to receive benefits for which a Covered Person is eligible under the UK Dental Benefits Plan. The QMCSO must clearly specify: the name and mailing address of the Member as well as the name and mailing address of each Alternate Recipient covered by the order; a reasonable description of the type of coverage to be provided; and the period covered by the court order.

**Retiree Plan Classic** refers to a type of plan offered to University of Kentucky Retirees by UK Dental Care. The benefits and limitations of this plan are described in this Certificate.

**Retiree Plan Ultra** refers to a type of plan offered to University of Kentucky Retirees by UK Dental Care. The benefits and limitations of this plan are described in this Certificate.

**Service Area** means the geographic area approved by state regulatory authorities, which is served specific to this UK Dental Care benefits structure: Kentucky counties of Fayette, Bourbon, Clark, Jessamine, Madison, Scott, Woodford, Anderson, Mercer, and Franklin, or within a 50-mile radius of the UK College of Dentistry.

**UK College of Dentistry** is one of the health professions colleges of the UK Chandler Medical Center, whose Faculty and Post Graduate Student dentists comprise the UK Dental Care provider network. Treatment must be performed at one of the UK College of Dentistry facilities.

**UK Dental Care (UKDC) Plan** through UK-HMO, is a benefit structure and provider network available to University of Kentucky employees, retirees and their family members through the University's self-insured program. As a self-insured product, it is not a licensed HMO.

**UK Dental Care Plan Dental Director** is a Dentist designated by the University of Kentucky College of Dentistry to perform the duties set forth herein, or that Dentist's designee.

**UK Faculty Dentist or UK Faculty Member** means a duly licensed Dentist under contract with and employed by the University of Kentucky who is primarily responsible for providing or authorizing the professional services set forth in this Certificate.

**UK Medical Benefits Plan** means the University's Group health insurance plan for employees, retirees and their Dependents in which the University assumes the financial risk of paying for Covered Services provided to enrollees.

**UK Post Graduate Student Dentist** means a duly licensed Dentist who is completing a Post Graduate Student degree in one of the Dental Specialties. The Post Graduate Student Dentist is primarily responsible for providing or authorizing the professional services set forth in this Certificate. Services performed by a UK Post Graduate Student Dentist may be subject to a reduced fee schedule.

**UK Student Dentist** (also under UK Participating Dentist/Participating Provider) is a student who is attending dental school and is not yet a duly licensed Dentist. Plan members may elect to see a Student Dentist and will be charged the lower treatment fee of either the UK Dental Care fee schedule or the College's student fee schedule.

## Benefits and Limitations

To be eligible for coverage as a Covered Person, an individual must reside in the UK Dental Care plan Service Area and meet the eligibility requirements stated in the UK Dental Benefits Plan.

All services and supplies provided to a Covered Person must be Dentally Necessary. Payment of benefits for all services is subject to the final approval by UK Dental Care that the services and supplies are Dentally Necessary. **Except for Emergency Care, benefits for services and supplies listed below are available ONLY when provided, arranged, authorized, or approved by a UK Faculty, UK Post Graduate, or Student dentist and/or the UK Dental Care Plan Manager (when applicable).**

Subject to the applicable limitations, Co-payment amounts, exclusions and other conditions set forth in this Certificate, a Covered Person is entitled to receive benefits for Covered Services as specified in this Section.

**On pages 12-19, detailed information regarding the specific Plan Coverage is listed.**

**The Basic Plan Coverage is listed on page 12.**

**The Comprehensive Plan Coverage is listed on pages 13-16.**

**The Retiree Classic Plan Coverage is listed on pages 17-18.**

**The Retiree Ultra Plan Coverage is listed on pages 19-22.**

# Plan Descriptions

## **Basic Plan**

The Maximum Annual Benefit (per individual) is \$600 per Benefit Period.

The UK Dental Care Basic plan for University of Kentucky faculty and staff provides the following coverage:

1. **Diagnostic -- Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Oral exam, periodic or comprehensive: up to two per Covered Person in any plan year
  - b. X-rays
    - Full mouth, complete series, including bitewings: once per Covered Person in any 36 consecutive months
    - Bitewings, back teeth: up to two sets per Covered Person in any 12 consecutive months
    - Periapicals, single tooth: as needed
    - Use of panoramic film: once per Covered Person in any 36 consecutive months
2. **Preventive -- Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Dental prophylaxis appointments (cleaning, scaling, polishing): up to two per Covered Person in any plan year
  - b. Topical fluoride treatment: only for Covered Person **under age 19**, twice per Covered Person in any plan year
  - c. Sealant: only for Covered Person **under age 14**, on the occlusal surface of a permanent molar tooth: once per tooth in any 60 consecutive months
3. **Emergency Treatment -- None provided under this plan.**

## **Comprehensive Plan**

The Maximum Annual Benefit (per individual) is \$1,200 per Benefit Period.

The UK Dental Care Comprehensive plan for University of Kentucky faculty and staff provides the following coverage:

### **1. Diagnostic – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Oral exam, periodic, limited (problem-focused), comprehensive, or detailed and extensive (problem-focused): up to two per Covered Person in any plan year
- b. X-rays:
  - Full mouth, complete series, including bitewings: once per Covered Person in any 36 consecutive months
  - Bitewings, back teeth: up to two sets per Covered Person in any 12 consecutive months
  - Periapicals, single tooth: as needed
  - Use of panoramic film: once per Covered Person in any 36 consecutive months
  - Use of cephalometric film: with orthodontic coverage only

### **2. Preventive – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Dental prophylaxis appointments (cleaning, scaling, polishing): up to two per Covered Person in any plan year
- b. Topical fluoride treatment: only for Covered Persons under age 19, twice per Covered Person in any plan year
- c. Sealant: only for Covered Persons under age 14, on the occlusal surface of a permanent molar tooth, once per tooth in any 60 consecutive months
- d. Space maintenance, passive devices made for children to maintain the gap created by a missing tooth until the permanent tooth emerges: only for children under age 14, once per space

### **3. Simple Restorative – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Amalgam (metal) fillings: once per tooth in any 12 consecutive months
- b. Resin (tooth-colored) fillings, for front teeth only, back teeth at amalgam rate: once per tooth in any 12 consecutive months
- c. Sedative (temporary) fillings: once per tooth in a Covered Person's lifetime
- d. Prefabricated stainless steel crown: only for Covered Persons under age 14, for primary teeth only, once per tooth in a Covered Person's lifetime

### **4. Major Restorative – Plan covers 20% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Inlays and onlays (metallic) and crowns, when tooth cannot be restored with regular fillings due to excessive decay or fracture: once per tooth in any 60 consecutive months

- b. Recementation of inlay or onlay or crown: once per tooth in any 12 consecutive months
- c. Labial veneer: once per tooth in any 60 consecutive months

**5. Endodontics – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Complete root canal therapy, including retreatment of root canal therapy
- b. Pulp capping
- c. Pulpotomy (partial removal of dental pulp)
- d. Pulpal therapy
- e. Apexification/recalcification
- f. Apicoectomy

**6. Periodontics (Surgical) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Gingivectomy or gingivoplasty
- b. Gingival curettage
- c. Osseous surgery
- d. Guided tissue regeneration
- e. Graft procedures, pedicle soft tissue, free soft tissue, or subepithelial connective tissue
- f. Distal or proximal wedge procedure

**7. Periodontics (Non-Surgical) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Periodontal scaling and root planing: once per quadrant in any 24 consecutive months

**8. Periodontics (Non-Surgical) – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Perio Maintenance: up to two per Covered Person in any plan year

**9. Prosthodontics (Removable) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Complete upper and lower dentures or partial dentures, including 6 months of routine postdelivery care: once per tooth in any 60 consecutive months
- b. Adjustments to removable prosthesis, excluding 6 months of routine post-delivery care: up to two per appliance in any 12 consecutive months
- c. Denture rebase or reline procedures: once per appliance in any 36 consecutive months
- d. Tissue conditioning

**10. Prosthodontics (Fixed) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Fixed partial denture pontics, inlays, onlays, and crowns: once per tooth in any 60 consecutive months

- b. Cast post and core procedures related to fixed partial denture: once per tooth in any 60 consecutive months

**11. Simple Extractions – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Non-surgical removal of tooth or exposed roots, includes local anesthesia, suturing, if needed, and routine post-operative care: once per tooth in a Covered Person's lifetime

**12. Oral and Maxillofacial Surgery – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Surgical extraction performed outside of a hospital only
- b. Removal of impacted tooth
- c. Tooth reimplantation of accidentally avulsed or displaced tooth: once per tooth in a Covered Person's lifetime
- d. Alveoloplasty, surgical preparation of ridge for dentures, in conjunction with extraction: once per quadrant in a Covered Person's lifetime
- e. Vestibuloplasty, ridge extension: once per arch in a Covered Person's lifetime
- f. Surgical excision of reactive inflammatory lesions, for lesion diameter up to 1.25 cm
- g. Removal of tumors, cysts and neoplasms, for lesion diameter up to 1.25 cm
- h. Repair of small traumatic wounds: for wounds up to 5 cm
- i. Incision and drainage of an abscess

**13. Orthodontics – Plan covers 20% of the Allowable Charge up to \$1,000 lifetime maximum per individual member**

- a. Limited orthodontic treatment, of the transitional dentition: once in a Covered Person's lifetime
- b. Removable or fixed appliance therapy: one appliance in a Covered Person's lifetime
- c. Class I, II or III malocclusion, comprehensive orthodontic treatment: once in a Covered Person's lifetime
- d. Orthodontic retention, removal of appliances, construction and placement of retainers: once in a Covered Person's lifetime, one appliance per Covered Person
- e. Plan will not cover Orthodontic treatment if the appliances are already in place, or Invisalign trays have been delivered, prior to coverage effective date.

**14. Emergency Treatment – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Palliative treatment to alleviate immediate discomfort, minor procedure only without follow-up care, when provided by an out of plan dentist, reimbursement up to \$50

**15. Anesthesia – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. General anesthesia, only in conjunction with covered surgical services

- b. Analgesia and intravenous sedation, but only for Covered Persons who are severely handicapped, must be pre-determined by the UK Dental Care Plan Administrator
- c. Application of desensitizing medicament

**16. Repairs – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Temporary crown (fractured tooth) or crown repair
- b. Repairs to complete or partial dentures: once per appliance in any 12 consecutive months
- c. Recement fixed partial denture: once per appliance in any 12 consecutive months



## **Retiree Classic Plan**

The Maximum Annual Benefit (per individual) is \$600 per Benefit Period.

The UK Dental Care Retiree Classic plan for University of Kentucky retirees provides the following coverage:

### **1. Diagnostic – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Oral exam, periodic, limited (problem-focused), or comprehensive: up to two per Covered Person in any plan year
- b. X-rays:
  - Full mouth, complete series, including bitewings: once per Covered Person in any 36 consecutive months
  - Bitewings, back teeth: up to two sets per Covered Person in any 12 consecutive months
  - Periapicals, single tooth: as needed
  - Use of panoramic film: once per Covered Person in any 36 consecutive months

### **2. Preventive – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Dental prophylaxis appointments (cleaning, scaling, polishing): up to two per Covered Person in any plan year
- b. Topical fluoride treatment: only for Covered Persons under age 19, twice per Covered Person in any plan year
- c. Sealant: only for Covered Persons under age 14, on the occlusal surface of a permanent molar tooth, once per tooth in any 60 consecutive months

### **3. Simple Restorative – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Amalgam (metal) fillings: once per tooth in any 12 consecutive months
- b. Resin (tooth-colored) fillings, for front teeth only, back teeth at amalgam rate: once per tooth in any 12 consecutive months

### **4. Periodontics (Non-Surgical) – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Periodontal scaling and root planing: once per quadrant in any 24 consecutive months

### **5. Periodontics (Non-Surgical) – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Perio Maintenance: up to two per Covered Person in any plan year

### **6. Prosthodontics (Removable) – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Complete upper and lower dentures or partial dentures, including 6 months of routine postdelivery care: once per tooth in any 60 consecutive months

- b. Adjustments to removable prosthesis, excluding 6 months of routine post-delivery care: up to two per appliance in any 12 consecutive months
- c. Denture rebase or reline procedures: once per appliance in any 36 consecutive months

**7. Simple Extractions – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Non-surgical removal of tooth or exposed roots, includes local anesthesia, suturing, if needed, and routine post-operative care: once per tooth in a Covered Person's lifetime

**8. Emergency Treatment – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Palliative treatment to alleviate immediate discomfort, minor procedure only without follow-up care, when provided by an out of plan dentist, up to \$50

**9. Anesthesia – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Application of desensitizing medicament

**10. Repairs – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Repairs to complete or partial dentures: once per appliance in any 12 consecutive months

## **Retiree Ultra Plan**

The Maximum Annual Benefit (per individual) is \$1,200 per Benefit Period.

The UK Dental Care Retiree Ultra plan for University of Kentucky retirees provides the following coverage:

### **1. Diagnostic – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Oral exam, periodic, limited (problem-focused), comprehensive, or detailed and extensive (problem-focused): up to two per Covered Person in any plan year
- b. X-rays:
  - Full mouth, complete series, including bitewings: once per Covered Person in any 36 consecutive months
  - Bitewings, back teeth: up to two sets per Covered Person in any 12 consecutive months
  - Periapicals, single tooth: as needed
  - Use of panoramic film: once per Covered Person in any 36 consecutive months
  - Use of cephalometric film: with orthodontic coverage only

### **2. Preventive – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Dental prophylaxis appointments (cleaning, scaling, polishing): up to two per Covered Person in any plan year
- b. Topical fluoride treatment: only for Covered Persons under age 19, twice per Covered Person in any plan year
- c. Sealant: only for Covered Persons under age 14, on the occlusal surface of a permanent molar tooth, once per tooth in any 60 consecutive months
- d. Space maintenance, passive devices made for children to maintain the gap created by a missing tooth until the permanent tooth emerges: only for children under age 14, once per space

### **3. Simple Restorative – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Amalgam (metal) fillings: once per tooth in any 12 consecutive months
- b. Resin (tooth-colored) fillings, for front teeth only, back teeth at amalgam rate: once per tooth in any 12 consecutive months
- c. Sedative (temporary) fillings: once per tooth in a Covered Person's lifetime

### **4. Major Restorative – Plan covers 20% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Inlays and onlays (metallic) and crowns, when tooth cannot be restored with regular fillings due to excessive decay or fracture: once per tooth in any 60 consecutive months
- b. Recementation of inlay or onlay or crown: once per tooth in any 12 consecutive months
- c. Labial veneer: once per tooth in any 60 consecutive months

- 5. Endodontics – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Complete root canal therapy, including retreatment of root canal therapy
  - b. Pulp capping
  - c. Pulpotomy (partial removal of dental pulp)
  - d. Pulpal therapy
  - e. Apexification/recalcification
  - f. Apicoectomy
- 6. Orthodontics – Plan covers 20% of the Allowable Charge up to a \$1,000 lifetime maximum per individual member**
  - a. Limited orthodontic treatment, of the transitional dentition: once in a Covered Person's lifetime
  - b. Removable or fixed appliance therapy: one appliance in a Covered Person's lifetime
  - c. Class I, II or III malocclusion, comprehensive orthodontic treatment: once in a Covered Person's lifetime
  - d. Orthodontic retention, removal of appliances, construction and placement of retainers: once in a Covered Person's lifetime, one appliance per Covered Person
  - e. Plan will not cover Orthodontic treatment if the appliances are already in place prior to coverage effective date.
- 7. Periodontics (Surgical) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Gingivectomy or gingivoplasty
  - b. Gingival curettage
  - c. Osseous surgery
  - d. Guided tissue regeneration
  - e. Graft procedures, pedicle soft tissue, free soft tissue, or subepithelial connective tissue
  - f. Distal or proximal wedge procedure
- 8. Periodontics (Non-Surgical) – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Periodontal scaling and root planing: once per quadrant in any 24 consecutive months
- 9. Periodontics (Non-Surgical) – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Perio Maintenance: up to two per Covered Person in any plan year
- 10. Prosthodontics (Removable) – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**
  - a. Complete upper and lower dentures or partial dentures, including 6 months of routine postdelivery care: once per tooth in any 60 consecutive months

- b. Adjustments to removable prosthesis, excluding 6 months of routine post-delivery care: up to two per appliance in any 12 consecutive months
- c. Denture rebase or relining procedures: once per appliance in any 36 consecutive months
- d. Tissue conditioning

**11. Prosthodontics (Fixed) – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Fixed partial denture pontics, inlays, onlays, and crowns: once per tooth in any 60 consecutive months
- b. Cast post and core procedures related to fixed partial denture: once per tooth in any 60 consecutive months

**12. Simple Extractions – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Non-surgical removal of tooth or exposed roots, includes local anesthesia, suturing, if needed, and routine post-operative care: once per tooth in a Covered Person's lifetime

**13. Oral and Maxillofacial Surgery – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Surgical extraction performed outside of a hospital only
- b. Removal of impacted tooth
- c. Tooth reimplantation of accidentally avulsed or displaced tooth: once per tooth in a Covered Person's lifetime
- d. Alveoloplasty, surgical preparation of ridge for dentures, in conjunction with extraction: once per quadrant in a Covered Person's lifetime
- e. Vestibuloplasty, ridge extension: once per arch in a Covered Person's lifetime
- f. Surgical excision of reactive inflammatory lesions: for lesion diameter up to 1.25 cm
- g. Removal of tumors, cysts and neoplasms: for lesion diameter up to 1.25 cm
- h. Repair of small traumatic wounds: for wounds up to 5 cm
- i. Incision and drainage of an abscess

**14. Emergency Treatment – Plan covers 100% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Palliative treatment to alleviate immediate discomfort, minor procedure only without follow-up care, when provided by an out of plan dentist, reimbursement up to \$50

**15. Anesthesia – Plan covers 30% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. General anesthesia, only in conjunction with covered surgical services

- b. Analgesia and intravenous sedation, but only for Covered Persons who are severely handicapped, must be pre-determined by the UKDC Dental Director
- c. Application of desensitizing medicament

**16. Repairs – Plan covers 50% of the Allowable Charge (not to exceed the Maximum Annual Benefit)**

- a. Temporary crown (fractured tooth) or crown repair
- b. Repairs to complete or partial dentures: once per appliance in any 12 consecutive months
- c. Recement fixed partial denture: once per appliance in any 12 consecutive months

## EXCLUSIONS

The UK Dental Care (UKDC) plans are very generous in their coverage of dental services that promote good dental health by encouraging regular visits, preventive care and early treatment. However, no dental care plan can cover every individual for everything. It's simply unaffordable. We do not want you to misunderstand your dental benefits, or be disappointed in your plan. To prevent this, we are providing a list of the services that are **NOT** covered by the plan.

The following list includes the most common items that are not covered. Other exclusions and limitations may be established from time to time. The payment of benefit for any service does not mean it will be covered at some future date.

**MOST IMPORTANTLY, IF A PROCEDURE IS NOT LISTED IN YOUR LIST OF COVERED BENEFITS, IT IS **NOT** A COVERED SERVICE.**

If you have any questions, please contact your member service representative at (859) 323-8566.

The following services are **NOT** covered by the UK Dental Care plans:

1. Services that are necessary because the member failed to follow the dentist's instructions.
2. The cost of broken, missed, or late appointments is not a benefit and shall be the responsibility of the patient.
3. The administrative costs of completing reports or for providing records.
4. Any treatment performed principally for cosmetic reasons, including, but not limited to: laminates, tooth bleaching, facings on crowns, or pontics posterior to the second bicuspid.
5. Special techniques, including precision dentures, characterization or personalization of crowns, dentures, fillings, or any other service. This includes, but is not limited to, precision attachments, and stress breakers. Full or partial dentures that require special techniques and time due to special problems, such as loss of supporting bone structure, are also excluded.
6. If the member elects to have a more costly service or treatment performed, when a condition can be treated with professionally acceptable services at a lower cost, the plan will cover up to the lower cost. The member must pay the difference between the lower cost alternative and the elected service or treatment. A more costly service or treatment may include, but is not limited to, crowns and fixed bridges.
7. Any procedures, appliances or restorations that alter the "bite", or the way the teeth meet (also referred to as occlusion and vertical dimension) and/or restore or maintain the bite. Such procedures include, but are not limited to, equilibration,

periodontal splinting, full mouth rehabilitation, restoration of tooth structure lost from attrition, and restoration for mal-alignment of teeth except as specified under the Orthodontics benefit (also see #13).

8. Diagnosis and/or treatment of jaw joint problems, including temporomandibular joint (TMJ) syndrome, craniomandibular disorders, or other conditions of the joint linking the jaw bone and skull or the complex of muscles, nerves, and other tissue related to that joint.
9. Any procedures involving full-mouth reconstruction, or any services related to dental implants. However, the removal of implants is covered at the same allowable charge as extractions, as are covered procedures performed on implants.
10. Treatment to correct harmful habits, also called myofunctional therapy.
11. Services for plaque control programs, oral hygiene instruction, and dietary counseling.
12. Services related to the replacement or repair of appliances or devices, including:
  - a. Duplicate dentures, appliances or devices
  - b. The replacement of lost, missing or stolen dentures and appliances
  - c. Replacement of existing dentures, bridges or appliances that can be made useable according to dental standards
  - d. Adjustments to a prosthetic device within the first 6 months of its placement, which were not included in the device's original price
  - e. Replacement or repair of orthodontic appliances
13. Habit-breaking appliances, except as specified under the orthodontics benefit.
14. Any drugs or medicines, even if they are prescribed. This includes analgesics (medications to relieve pain) and patient management drugs.
15. Charges for nitrous oxide, novocaine, xylocaine or any similar local anesthetic when the charge is made separately from a covered dental expense.
16. Dental services started, performed or prescribed prior to the date the person became eligible for services under this plan. This includes, but is not limited to, orthodontic treatment. Orthodontics will not be covered if the Covered Person has begun Active Treatment. Active Treatment is defined as beginning when any appliance has been placed in the mouth, or when steps are underway to fabricate an appliance for placement in the mouth.
17. Services for accidental injury to natural teeth that are provided more than 12 months after the date of the accident.
18. Expenses incurred after termination of coverage, except expenses for work in progress for:



- a. Prosthetic devices, crowns, inlays, or bridges, when the dentist has taken the final impressions and/or prepared the teeth while the participant was covered.
- b. Root canal therapy, if the dentist opens the tooth while the participant was covered.

These services must be completed within 60 days of the end of the coverage.

19. Services or supplies that the plan determines are experimental or investigative. Determination is made according to the following criteria. If any of these situations are met, the service or supply is considered experimental and/or investigative, and benefits will not be provided.
- a. It cannot be lawfully marketed without the approval of the U.S. Food and Drug Administration (FDA), and such approval has not been granted on the date it is furnished.
  - b. The provider has not demonstrated proficiency in the service, based on experience, outcome or volume of cases.
  - c. Reliable evidence shows the service is the subject of ongoing clinical trials to determine its safety or effectiveness.
  - d. Reliable evidence has shown the service is not as safe or effective for a particular dental condition compared to other generally available services and that it poses a significant risk to the Covered Person's health or safety.

Reliable evidence means only published reports and articles in authoritative dental and scientific literature, scientific results of the provider's written protocols or scientific data from another provider studying the same service.

The documentation used to establish the plan's criteria will be made available for your examination at the office of the plan if you send a written request.

If the plan determines that a service is experimental or investigative, and therefore not covered, you may appeal the decision. The plan will respond in writing within 20 working days after receipt of a claim or other fully documented request for benefits, or a fully documented appeal. The 20-day period may be extended only with your informed written consent.

20. Charges for dental procedures provided at a hospital, ambulatory care facility, skilled nursing facility, substance abuse treatment facility or other facility, including dental services and additional fees charged by the dentist for hospital treatment. However, this exclusion will not apply and benefits will be provided for covered dental services rendered during such hospital care, if all these requirements are met:
- a. A hospital setting for the dental care must be medically necessary.
  - b. Expenses for such care are not covered under the Covered Person's employer-sponsored medical plan.
  - c. Prior to hospitalization, a request for pre-authorization of dental treatment performed at a hospital is submitted to and approved by the UK Dental Care

Plan Manager. Such request for pre-authorization must be accompanied by a physician's or dentist's statement of medical necessity.

If hospital or facility care is approved, available benefits will be provided at the same percentage rate as those performed by a participating dental provider, up to the available benefit maximum.

21. Charges for dental services rendered or ordered by other than a Participating UK Faculty, Post Graduate, or Student dentist, except for out-of-area dental emergencies.
22. Services or supplies rendered by a member of your immediate family.
23. Services not provided by a licensed dentist, except the scaling and cleaning of teeth performed by a licensed dental hygienist under a licensed dentist's supervision.
24. Services for which a member has contractual rights to recover cost, whether a claim is asserted or not, under Worker's Compensation, automobile, medical, personal injury protection, homeowners or other no-fault insurance.
25. Services or supplies paid for or provided because of services in the armed forces of any government.
26. Services or treatments which do not have a reasonably favorable prognosis.
27. Transportation to or from treatment.
28. Self-inflicted injury or illness.
29. Services for reading Oral Pathology biopsies.

## **GENERAL PROVISIONS**

### **Eligibility**

To be eligible for coverage, individuals must meet the eligibility definitions as a regular employee, certain temporary employee, certain retiree, or other as defined by the University of Kentucky Administrative Regulations. Employees and retirees meeting these eligibility definitions must reside in the Service Area.

To be eligible for coverage as a Dependent, an individual must:

1. reside in the Service Area;
2. meet the University of Kentucky's eligibility requirements for Dependent coverage;

The Member must notify the University of Kentucky Benefits Office of any changes that will affect the eligibility of the Member or the Member's Dependents for services or benefits under this Certificate.

Notification should be made as soon as possible, but no later than 31 days after the event. This includes changes in address, marriage, divorce, death, change of Dependent disability or dependency status, and enrollment or change in enrollment in another dental plan.

The Member and Dependent will be jointly and severally responsible for reasonable charges for any services or benefits provided under this Certificate after the Dependent ceases to be eligible for coverage.

### **Enrollment**

Persons who are eligible to enroll as Members or Dependents at the time designated by the UK Employee Benefits department for open enrollment must enroll at that time or must wait until the next Open Enrollment Period.

Persons who first become eligible to enroll at a time other than during the Open Enrollment Period must enroll within 30 days of eligibility. For example, new employees of the University of Kentucky will be allowed 30 days from the day of eligibility to enroll regardless of the University of Kentucky's Open Enrollment Period. Newly eligible Dependents not enrolled within 30 days of eligibility may not be added until the next Open Enrollment Period.

To enroll, an Employee or Retiree must submit a completed Dental Benefits Enrollment Form application to the University of Kentucky Human Resources Department. Enrollment is complete when the University has accepted the application and appropriate Periodic Pre-payment.

### **Effective Date of Coverage**

Benefits will be provided to Members and eligible Dependents under this Certificate as of the date that enrollment is accomplished as established by the University of Kentucky Benefits Office.

Benefits will be provided to new Dependents as of the date that the new Dependent is born, adopted, or married, as the case may be, when the enrollment process is completed within 30 days of the event and when the Member has paid any applicable Premiums. No Dependent shall be provided benefits under the Certificate until the Member is enrolled.

### **Family and Medical Leave Act of 1993**

A Covered Person who otherwise would be ineligible due to a Member's inactivity at work will retain eligibility during a period of leave under the Family and Medical Leave Act of 1993 (the Act). Membership may continue, at the Member's discretion, for the period of leave under the Act. If the Member does not retain coverage during the leave period, the Member and any eligible Dependents who were covered immediately prior to the leave may be reinstated upon return to work.

To obtain coverage for a Member upon return from leave under the Act, the University of Kentucky must provide UK Dental Care Plan a copy of the health care Provider statement allowed by the Act to document the applicability of the Act to the Member.

### **Forms and Applications**

Applicants and Covered Persons will complete and submit through the University any applications, dental questionnaires and other forms as are reasonably requested. Covered Persons certify that the information contained in such applications, questionnaires and forms is true, correct and complete to the best of their knowledge and belief. The intentional submission of false or misleading information requested on such forms may be grounds for refusal or termination of enrollment. In the event that enrollment is terminated for these reasons, termination may be made retroactively to the initial date of enrollment. Individuals terminated for these reasons will not be allowed to re-enroll.

### **Identification Cards**

Identification cards are not needed when seeking treatment at any of the UK College of Dentistry facilities. The Covered Person only need notify the receptionist that they are a UK Dental Care plan member and provide the name of the policyholder.

### **Membership Records**

The University of Kentucky periodically will forward information needed by UK Dental Care for administration. Only those records of the University of Kentucky that relate to the benefits provided under this dental care plan will be open for inspection by UK Dental Care at any reasonable time.

If any obligation is dependent upon information that will be supplied by the University of Kentucky or a Covered Person, and this information has not yet been received in a satisfactory form, UK Dental Care is not responsible for the obligation. Incorrect information furnished may be corrected if UK Dental Care has not acted to its detriment by relying upon it.

## **Authorization to Receive Information**

The UK Dental Care Plans Manager is entitled to receive from any Provider any and all information necessary to determine whether benefits will be provided pursuant to the UK Dental Care plans, subject to all applicable confidentiality requirements. By accepting coverage under this Certificate, the Member authorizes Providers rendering services to a Covered Person to report to and disclose to UK Dental Care any and all information concerning the care, treatment and physical condition of the Covered Person, upon request, and to permit copying of such records. The Covered Person agrees to cooperate with UK Dental Care by providing dental information and by assisting in obtaining any and all dental records as requested.

## **Billing for Dental Services**

Charges for dental services provided to plan members will be entered into the College's dental billing system. UK Dental Care plan payments will be applied at the time the charges are posted into the College's dental billing system. The patient will be sent a statement of any outstanding Co-Insurance Amounts to be paid by the responsible party.

## **Contract Administration**

Administrative policies and procedures established and/or adopted by UK Dental Care are used in interpreting and administering the provisions of your Certificate. The policies and procedures are binding upon you to the same extent as if they were stated in your Certificate.

We may obtain advisory opinions from professional consultants in making a decision on claims.

UK Dental Care or anyone acting on our behalf shall determine the administration of contract benefits in such a manner that has a rational relationship to the terms set forth herein. However, UK Dental Care or anyone acting on our behalf has complete discretion to determine the administration of contract benefits. This includes without limitation, determinations on whether services, care, treatment, or supplies are Dentally Necessary, Investigational, Cosmetic in nature, or whether charges are reasonable. Such a determination shall be final and conclusive. However, a Covered Person may use the appeals procedure set out herein.

UK Dental Care or anyone acting on our behalf shall have all the powers necessary or appropriate to enable it to carry out its duties in connection with the operation and administration of the Certificate. This includes, without limitation, the power to construe the contract, to determine all questions arising under the Certificate, and to make, establish and amend the rules and regulations and procedures with regard to the interpretation and administration of the provisions of this Certificate. However, these powers shall be exercised in such a manner that has a reasonable relationship to the provisions of the Contract and Certificate. A specific limitation or exclusion will override more general benefit language.

## **Member Rights and Responsibilities**

The UK Dental Care Plan, your Certificate, and applicable laws create rights and responsibilities of Covered Persons.

### **Rights of Covered Persons include the right to:**

- Be treated with respect and dignity.
- Receive treatment without being unlawfully discriminated against based upon race, color, disability, age, religion, sex, or national origin.
- Receive a prompt and reasonable response to their request for Covered Services.
- File a complaint, grievance, or appeal. A copy of the grievance procedure may be obtained at any time upon request by contacting the UK Dental Care Member Services Office.
- Refuse treatment. For personal or religious reasons, a Covered person may refuse to accept procedures or treatment recommended as necessary by a Participating UK Faculty, Post Graduate, or Student Dentist. Although such refusal is the Covered Person's right, in some situations it may be regarded as a barrier to the continuance of the dentist-patient relationship or to the rendering of the appropriate standard of care. When a Covered Person refuses a recommended, necessary treatment or procedure and the Dentist believes that no professionally acceptable alternative exists, the Covered Person will be so advised. If the Covered Person still refuses the treatment or procedure, or requests a treatment or procedure which the Dentist does not believe dentally or professionally appropriate, the Dentist and UK Dental Care are relieved of further professional and financial responsibility, respectively. The Dentist is not required to provide care, and UK Dental Care is not required to arrange treatment for the condition.
- Maintain confidentiality of dental records. Information received regarding Covered Persons' dental records and information from Dentists will be kept confidential except as specified in this Certificate. Except when required by law, information from dental records will not be disclosed without the consent of the Covered Person.
- Receive an itemized explanation of all charges upon request.
- Receive information about:
  1. UK Dental Care and UK Faculty, Post Graduate, and Student Dentists.
  2. Covered Services, including access to Covered Services.
  3. Pre-authorization when it is required.
  4. The qualifications and scheduling of Participating UK Faculty and Post Graduate Student Dentists, upon request.
  5. Costs, including Co-insurance Amounts.
  6. Benefits, including Exclusions and Limitations.
  7. Procedures for giving and receiving notice.

- Receive information enabling the Covered Person, or someone with a legal right to act on the Covered Person's behalf, to give informed consent prior to treatment, except when this is not possible due to an Emergency. Such information shall address treatment alternatives, including an explanation of the value and risks of each alternative.

**Responsibilities of Covered Persons include the responsibility to:**

- Cooperate with UK Dental Care and the Participating UK Faculty, Post Graduate, and Student Dentists as they provide dental benefit services. This includes the Covered Person's responsibility to provide information necessary in order to care for the Covered Person, and the Covered Person's responsibility to follow instructions, procedures and guidelines.
- Notify UK Front Desk Personnel, Participating UK Faculty, Post Graduate, and Student Dentists that you are a Member or Covered Person in UK Dental Care prior to receiving Covered Services.
- Coordinate dental services through a Participating UK Faculty, Post Graduate, or Student Dentist.
- Make sure a Participating UK Faculty, Post Graduate, or Student Dentist has provided, preauthorized, or approved all dental benefit services and supplies, except for out of area Emergency Care.
- Pay applicable Co-insurance Amounts at the time services are rendered.
- Notify UK Dental Care of other insurance (including health, auto, workers' compensation, etc.) and benefit plans that may cover a dental condition for which dental benefits are provided by UK Dental Care.
- Make sure Emergency Care is rendered by a Participating UK Faculty, Post Graduate, or Student Dentist unless time or other circumstances make this impossible. Call UK Dental Care at (859) 323-8566 to approve Emergency Care whenever practical, prior to obtaining Emergency Care.
- Notify your Participating UK Faculty, Post Graduate, or Student Dentist and UK Dental Care on the first business day after you receive Emergency Care, when the Emergency Care was not preauthorized.
- Promptly notify UK Dental Care through the University of Kentucky Benefits Office or the UK Dental Care Office of a change of address. Coverage for the Member and the Member's Dependents will be canceled, as of the date that the Member's residence is no longer in the Service Area.
- Keep all scheduled appointments. In the event that a 24-hour notice of cancellation is not given, the visit will be marked as a DNKA (see page 7). Following three DNKA's in any twelve-month period, the member will be placed on "urgent care only" status and must present for treatment to the urgent care walk-in clinic only for the next twelve months. Due to the necessary structure of scheduling in the pre-doctoral clinics, patients may be removed from treatment in those clinics based upon a single DNKA.

## **Complaint and Grievance Procedure**

If a Covered Person has a problem or complaint regarding any aspect of the administration of benefits by UK Dental Care, the Member may contact the UK Dental Care Member Services Office to discuss the matter. If the matter cannot be resolved within a reasonable time to the Member's satisfaction, the Member may submit a written grievance. A copy of the grievance procedure may be obtained from UK Dental Care at any time upon request by the Member.

## **Coordination of Benefits (COB)**

1. This Coordination of Benefits ('COB') provision applies when a Member or Member's Dependent has dental care coverage under more than one plan. 'Plan' and 'this Plan' are defined below.
2. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of this plan are determined before or after those of another plan.
  - a. The benefits of this plan:
    - i. Shall not be reduced when, under the order of benefits determination rules, this plan determines its benefits before another plan; but
    - ii. May be reduced when, under the order of benefit determination rules, another plan determines its benefits first. This reduction is described in paragraph (5) of this subsection, and explains the effects on the benefits of this plan.
3. Definitions
  - a. "Plan" is any of these which provides benefits or services for, or because of, medical or dental care treatment,
    - i. Group insurance for Group-type coverage, whether insured or uninsured. This includes prepayment, Group practice, or individual practice coverage. It also includes coverage other than school Accident-type coverage.
    - ii. Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are in excess to those of any private insurance program or other non-governmental program.
    - iii. Each contract or other arrangement for coverage under clause (i) or (ii) of this subparagraph is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.
  - b. 'This plan' is the Group Contract.



- c. 'Primary plan/secondary plan.' The order of benefit determination rules state whether this plan is a primary plan or a secondary plan as to another plan covering the person.
  - i. When this plan is a primary plan, its benefits are determined before those of the other plan and without considering the other plan's benefits.
  - ii. When this plan is a secondary plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits
  - iii. When there are more than two plans covering the person, this plan may be a primary plan as to one or more of the plans and may be a secondary plan as to a different plan or plans.
- d. 'Allowable expense' means a Covered Service.
  - i. When a condition can be treated with a professionally acceptable service at a lower cost, the additional cost of a more costly service or treatment is not considered an allowable expense under the above definition, unless the more costly service is dentally necessary either according to generally accepted dental practice, or as specifically defined in the plan.
  - ii. When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and a benefit paid.
- e. 'Claim determination period' means a calendar year. However, it does not include any part of a year during which a person has no coverage under this plan, or any part of a year before the date this COB provision or a similar provision takes effect.

#### 4. Order of Benefit Determination Rules

- a. General. When there is a basis for a claim under this plan and another plan, this plan is a secondary plan which has benefits determined after those of the other plan, unless:
  - i. The other plan has rules coordinating benefits with those of this plan; and
  - ii. Both those rules and this plan's rules, in subparagraph (b) of this paragraph, require that this plan's benefits be determined before those of the other plan.
- b. Rules. This plan determines its order of benefits using the first of the following rules which applies:
  - i. Non-Dependent/Dependent. The benefits of this plan which covers the person as an Employee, Retiree or Member (that is, other than as a Dependent), are determined before those of the plan which covers the person as a Dependent.
  - ii. Dependent child. If two or more plans cover the same child as a Dependent child of different parents, called 'parents', benefits for the child are determined in this order:

(1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but

(2) If both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

(3) However, if the other plan does not have the rule described in subclause (1) of this clause, but instead the other plan has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

(4) However, for the dependent child of separated or divorced parents, if the specific terms of a court decree state that one of the parents is responsible for the dental care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of the parent has actual knowledge of those terms, the benefits of that plan are determined first. This subclause does not apply to any claim determination period or plan year during which any benefits are actually paid or provided before the entity has actual knowledge.

- iii. Active/inactive employee. The benefits of a plan that covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a plan that covers that person as a laid off or retired employee (or as that employee's Dependent). If the other plan does not have these rules, and if, as a result, the plans do not agree on the order of benefits, this provision is ignored.
- iv. Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered a Member or Covered Person longer are determined before those of a plan which covered that person for the shorter time.

#### 5. Effect of the Benefits of this Plan

- a. When this paragraph applies. This paragraph (5) applies when, in accordance with paragraph (4) of this subsection, Order of Benefit Determination Rules, this plan is a secondary plan as to one or more other plans. In that event, the benefits of this plan may be reduced under this paragraph.

Such other plan or plans are referred to as 'the other plan' in subparagraph (b) of this paragraph.

- b. Reduction in this plan's benefits. The benefits of this plan will be reduced when the sum of:
  - i. The benefits that would be payable for allowable expenses under this plan in the absence of this COB provision; and
  - ii. The benefits that would be payable for the allowable expenses under the other

plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses in a claim determination period. In that case, the benefits of this plan will be reduced so that they and the benefits payable under the other plans do not total more than the allowable expenses. When the benefits of this plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this plan.

6. Right to receive and release needed information. Certain facts are needed to apply the COB rules. We have the right to decide which facts we need. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this plan must give any facts it needs to pay the claim.
7. Facility of payment. A payment made under another plan may include an amount that should have been paid under this plan. If it does, we may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. We will not have to pay that amount again. The term 'payment made' includes providing benefits in the form of services, in which case 'payment made' means reasonable cash value of the benefits provided in the form of services.
8. Right of recovery. If the amount of the payments made by us is more than it should have been under this COB provision, we may recover the excess from one or more of the persons we have paid or for whom we have paid Insurers, or other organizations. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

### **Subrogation**

You agree that we shall be subrogated, and succeed to any of your interest or rights against any other person or entity. We will have first priority in the payment. You also agree that we can exercise our right of direct recovery against you.

You shall assist us in our subrogation efforts. Some of the ways in which you will assist us is by executing necessary documents. You will not take any action prejudicing our rights or interests. We may suspend the payment of claims under your UK Dental Care plan in the event that you fail to cooperate with our efforts.

We may exercise our rights under this section to the extent of the total amount of benefits paid by us.

### **Termination of Coverage**

Termination of the UK Dental Care plan automatically terminates all your coverage as of the date of termination. It is the responsibility of the University of Kentucky to notify you of the termination of the coverage. However, the coverage will be terminated, regardless of whether the notice is given. The following are grounds/reasons for termination of coverage:

## **Non-Payment**

A Member failing to pay applicable Co-payment Amounts for services provided under this Certificate may be subject to termination of Membership consistent with this Certificate. Individuals cancelled for nonpayment of premiums or Co-payment Amounts will not be allowed to re-enroll at a later date.

## **Cessation of Operations**

In the events of the cessation of operations or dissolution of UK Dental Care, this Certificate may be terminated immediately by us. UK Dental Care will be obligated for services for the remainder of the period in which Periodic Pre-payments were prepaid or as otherwise prescribed by law.

## **Ineligibility**

Coverage of the Member will terminate when he or she ceases to be eligible for the plan as defined by the University of Kentucky Administrative Regulations or at the time the University of Kentucky terminates his or her eligibility for coverage under this Certificate. The termination is subject to the provisions on Continuation of Group Coverage and/or Conversion Privilege, if applicable, with such coverage terminating on the last day of the month of employment or loss of eligibility.

Coverage for a spouse will terminate on the date in which the Member is legally divorced from his or her spouse, or upon termination of the Member's coverage.

Coverage for a Dependent child will terminate on the last day of the month in which the first of the following occurs:

1. The child attains the age limit;
2. The child marries;
3. We determine that a Dependent beyond the limiting age is no longer totally disabled; or
4. Termination of the Member's coverage.

## **Upon Request**

Upon written request through the University of Kentucky, a Member may cancel coverage or remove any Dependent from Employee and Spouse/Partner, Employee and Child(ren), or Employee and Family Coverage for a qualifying family status change, such as marriage, divorce, birth, death, loss or gain of other insurance coverage. No benefits will be provided for Covered Services rendered after the Dependent's termination date, except as described in the Exclusions and Limitations section.

## **Misrepresentation**

Benefits may be denied and coverage terminated if a Member's application or any claim contains a material misrepresentation, as determined by UK Dental Care. In the event a Member's coverage is terminated, the date of termination will be his or her original Effective Date or the date of submission of the misrepresented claim.

## **Dual Coverage**

In the event you are covered under two or more Contracts issued by us, we reserve the right to terminate coverage under all but one Contract and refund to you or the Group, if

applicable, the unearned portion of the Premium attributable to the terminated Membership(s), subject to the provision on Refunds.

### **Member Conduct**

This Certificate may be terminated if a Covered Person:

1. Fails to abide by this Certificate and in doing so prevents UK Dental Care from providing service to the Covered Person or other persons enrolled in UK Dental Care;
2. Does not establish and maintain a satisfactory patient-dentist relationship;
3. Displays conduct that is abusive and/or obstructive toward College of Dentistry staff or toward Participating UK Faculty or Post Graduate Student Dentists.

### **Extension of Benefits**

If you are totally disabled at the time the UK Dental Care Plan terminates, we will extend coverage for your disabling condition during the period of your total disability, up to a maximum of twelve (12) months, beginning with the date of the event which occurred which caused your total disability.

To obtain this coverage you must submit a written request for this extension of benefits within thirty-one (31) days of the date your coverage would otherwise terminate under this Certificate, together with proof of your total disability.

Extended benefits will be subject to all the applicable conditions of your Certificate and timely payment of premiums.

### **Continuation of Group Coverage**

1. If the provisions of COBRA (Consolidated Omnibus Reconciliation Act of 1985) applies to any Group, any Member whose coverage under this Certificate has been terminated is entitled to continue his or her existing Group benefits at 102 percent of the then applicable Group rate, provided coverage was terminated due to:

- a. termination of employment (unless because of gross misconduct),
- b. reduction in the number of hours worked, or
- c. the elimination of coverage, in whole or substantially in part, within one year before or after the commencement of bankruptcy by or against the University of Kentucky, from whose employment the Member had retired at any time.

2. Any member whose coverage has been terminated under this Certificate due to termination of employment for gross misconduct, or who otherwise loses Group Membership, will be entitled to continue Group benefits at the Group rate for a maximum period of 18 months from the date the Member's coverage would have otherwise terminated under this Certificate, as provided in the section called Continuation of Coverage Under Kentucky Law.

3. Continuation of Group Coverage is available to covered spouses/partners and dependents who lose eligibility for coverage due to:

- a. the death of the Member;
- b. divorce from the Member;

- c. the Member's eligibility for Medicare coverage; or
- d. the covered child's loss of dependency status.

4. Continuation of Group Coverage will terminate on the earlier of:

- a. eighteen (18) months from the date a Covered Person's coverage otherwise would have terminated under this Certificate because of the Member's termination of employment or reduction in hours worked;
- b. thirty-six (36) months from the date a Covered Person's coverage otherwise would have terminated under this Certificate because of the Member's death, divorce, coverage under Medicare, or the Dependent child ceasing to be a Dependent child;
- c. death, for a retired Member continuing benefits due to the Group's bankruptcy, and thirty-six (36) additional months for a Covered Person who is a surviving spouse/partner;
- d. the date the Covered Person is entitled to Medicare or is covered by other Group coverage. If the other Group coverage excludes or limits benefits for a Pre-existing Condition, this provision does not apply;
- e. twenty-nine (29) months from the date of the qualifying event if the Covered Person is disabled under Title II or XVI of the Social Security Act at the time coverage ended. One hundred and fifty (150%) percent of the applicable Premium may be charged for the last eleven (11) months thereof;
- f. the date through which the Covered Person has timely paid the applicable Periodic Pre-payment; or
- g. the date the UK Dental Care Benefits Plan is terminated. If the University of Kentucky has other Group dental coverage, the Covered Person may be eligible to continue benefits under other health or dental coverage.

5. In order to obtain COBRA coverage under this Certificate, the University of Kentucky must:

- a. notify all Covered Persons of their right to continued Group coverage as required by federal law;
- b. notify UK Dental Care as soon as possible of a qualifying event and of the selection by a Covered Person of continued Group coverage and the Effective Date of COBRA coverage; and
- c. collect and forward Periodic Pre-payments to UK Dental Care on a timely basis.

6. In order to obtain this coverage for COBRA continues enrolled with the Group prior to beginning coverage under this Certificate, the University of Kentucky must provide all information requested by UK Dental Care regarding COBRA continues at the same time the Group application is made. In order to obtain this coverage for COBRA continues acquired as a result of an acquisition of merger, the University of Kentucky must provide this information to UK Dental Care prior to the Effective Date of the acquisition of merger.

7. In order to obtain COBRA coverage under this Certificate, the Covered Person must:
  - a. notify and provide documentation to the University of Kentucky within sixty (60) days of:
    - i. a separation or divorce from the spouse/partner;
    - ii. a change in a Dependent child's dependency status; or
    - iii. a Social Security disability determination.
  - b. request in writing to continue the Group coverage within sixty (60) days after notice of that right has been given by the University of Kentucky; and
  - c. pay the first applicable Periodic Pre-payment to the University of Kentucky within forty-five (45) days of the election date, and pay the remaining Periodic Pre-payments within thirty (30) days of the due date.
8. A Covered Person whose coverage hereunder terminates at the end of the maximum coverage period will be eligible for conversion coverage as set forth below in the section on Conversion Privilege.

### **Conversion Privilege**

Any Covered Person who has been covered under this Certificate, or any Group coverage it replaced, for at least three months (six months, if your benefits are provided under a self-funded health plan) may convert to a conversion dental contract upon termination of this coverage.

The Member will be offered the conversion contract at his or her last known address. The Premium and written application for the conversion contract must be made to the University of Kentucky Dental Care Benefits Plan no later than:

1. thirty-one (31) days after termination of participation in this program if written notice of the Conversion Privilege is given to the employee upon termination of coverage; or
2. if no notice of the Conversion Privilege is given at the time of termination of Membership, then fifteen (15) days after the Member has actually been given written notice of the existence of the Conversion Privilege; but
3. in no event later than an additional sixty (60) days after the expiration of the initial thirty-one (31) day conversion period described above.

Conversion coverage will be available to a covered surviving spouse/partner and Dependent children upon the death or divorce of the Member, or upon termination of dependency due to attaining the age limit under the Group coverage.

Conversion coverage is not available to a Covered person eligible for, or covered by, Medicare or another contract providing similar benefits, or if issuing the conversion contract will make the covered Person over-insured according to our rules.

### **Notice**

Any notice required or permitted to be given by UK Dental Care will be deemed appropriately given if in writing and either personally delivered or deposited in the United States Mail with postage pre-paid and addressed to the Group.

## **Headings**

The headings and captions in this Certificate are not to be considered a part of this Certificate and are inserted only for purposes of convenience.

## **Execution of Certificate of Coverage**

The parties acknowledge and agree that the Member's signature or execution on the Membership application form will be deemed execution of this Certificate. By electing coverage or accepting these benefits, all Covered Persons legally capable of contracting agree to all terms, conditions and provisions of the Certificate on behalf of themselves and any Covered Dependents.

## **Entire Contract**

This Certificate, applicable riders, and the application forms completed by the Member and the University of Kentucky, and the University of Kentucky Medical Benefits Plan constitute the entire contract between the parties and, as of the Effective Date, supersedes all other agreements between the parties.

## **Waiver or Modification**

No waiver, modification or change in any provision of this Certificate shall be effective unless and until approved in writing by an officer of UK Dental Care and evidenced by an endorsement attached thereto. Anyone who is not an officer of UK Dental Care cannot waive, modify or change any provision in this Certificate.

## **Major Disasters**

In the event of any major disaster, epidemic, or other circumstances beyond its control, UK Dental Care will attempt to provide benefits for Covered Services insofar as practical, according to its best judgment and within the limitations of facilities and personnel then available. However, no liability or obligations are incurred for delay or failure to provide services due to lack of available facilities or personnel, if the lack is the result of the disaster, epidemic, or other circumstances beyond UK Dental Care's control. Such circumstances include complete or partial disruption of facilities, war, riot, civil insurrection, labor disputes not within the control of UK Dental Care, or similar causes.