



# CompDent<sup>®</sup>

The dental benefits company of choice!

## **A DENTAL HEALTH MAINTENANCE ORGANIZATION**

100 Mansell Court East, Suite 400  
Roswell, GA 30076  
1-800-342-5209

## **MEMBER HANDBOOK**

**AND**

## **EVIDENCE OF COVERAGE**

### **Mission Statement:**

CompDent was founded to promote the cost efficient delivery of quality, preventive-oriented dental care. Our mission is to serve our members, customers, participating providers, agents, and the communities in which we are located and be recognized by the public as a quality dental benefits company .

**TABLE OF CONTENTS**

IMPORTANT NOTICE A VISO IMPORTANTE ..... 2

SPECIAL COMMUNICATION NEEDS ..... 3

    If You have special communication needs ..... 3

    Si usted necesita asistencia especial para comunicarse ..... 3

INTRODUCING THE COMPDENT DHMO DENTAL PLAN ..... 3

HOW THE DHMO PLAN WORKS ..... 3

GETTING STARTED ..... 3

    Selecting Your Dentist ..... 3

    Identification Card ..... 4

    Making an appointment ..... 4

    Specialty Care ..... 4

    Second Opinions ..... 4

EMERGENCY CARE ..... 4

    What is considered an emergency dental service? ..... 5

    What to do in an emergency ..... 5

IF YOU HAVE A COMPLAINT ..... 5

    Complaints ..... 5

    Appeal of Complaint Resolution ..... 6

ELIGIBILITY AND COVERAGE ..... 6

    Who is eligible for the plan ..... 6

    When coverage begins ..... 7

    When coverage ends ..... 7

    If Your family status changes ..... 7

    If Your name or address changes ..... 8

    If the Plan changes ..... 8

CANCELATION AND NON-RENEWAL ..... 8

CONTINUATION OF COVERAGE ..... 9

COORDINATION OF BENEFITS ..... 9

GENERAL PROVISIONS ..... 9

    Grace Period ..... 9

    Reinstatement ..... 9

    Dental Records ..... 10

    Limitations and Exclusions ..... 10

    Incontestability ..... 10

    Conformity with Texas Law ..... 10

    Notice of Independent Contractor Relationship ..... 10

    Claims ..... 10

DEFINITIONS ..... 11

DENTAL TERMINOLOGY ..... 12

## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call CompDent's toll-free telephone number  
for information or to make a complaint at

**1-800-342-5209**

You may contact the Texas Department of Insurance to  
obtain information on companies, coverage, rights or  
complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:** Should You have

a dispute concerning Your premium or about a claim You  
should contact CompDent first.

If the dispute is not resolved by CompDent, you may  
contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This  
notice is for information only and does not become a part  
or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:  
Usted puede llamar al numero de telefono gratis de  
CompDent's para informacion o para someter  
una queja al

**1-800-342-5209.**

Puede comunicarse con el Departamento de Seguros  
de Texas para obtener informacion acerca de  
companias, coberturas, derechos o quejas al

**1-800-252-3439.**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si

tiene una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con primero.

Si no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es  
solo para proposito de informacion y no se convierte  
en parte o condicion del documento adjunto.

## SPECIAL COMMUNICATION NEEDS

### **If You have special communication needs**

We want the plan to be convenient for all members, particularly those with special needs. That is why we offer many materials in both Spanish and English. If You are not comfortable speaking in English, You can still call Member Services at 1-800-342-5209. We have a number of bilingual Member Services Representatives. If You have a disability affecting Your ability to communicate or read, this Member Handbook and Evidence of Coverage is also available on audiocassette, in large type, Braille, and through the use of an interpreter.

### **Si usted necesita asistencia especial para comunicarse**

Queremos que el plan sea conveniente para todos nuestros miembros, en especial aquellos quienes tengan requerimientos especiales. Con este fin ofrecemos muchos materiales impresos en español e inglés. Si no se siente cómodo comunicándose en inglés, puede llamar sin embargo a Servicios Para Miembros al 1-800-342-5209. Tenemos a varios representantes bilingües. Si tiene alguna invalidez que afecte sus posibilidades de comunicarse o de leer, este manual es disponible en forma de audio cassette, en letra mayúscula, en letra para desprovistos de vista y también por medio de un intérprete.

## INTRODUCING THE COMPDENT DHMO DENTAL PLAN

Welcome to CompDent, a single service dental health maintenance organization (“DHMO”). We are pleased that You have selected our coverage for Your dental needs. This Handbook and Evidence of Coverage (“Handbook”) contains a description of covered benefits as well as Copayments, limitations and exclusions. There is a helpful glossary located in the appendix of this Handbook that gives definitions of dental terminology found in this Handbook. You have a responsibility to know what services are covered under your dental plan, **please read this Handbook carefully**. If You have questions about what Your dental plan covers, please refer to your Handbook and Schedule of Benefits or call Member Services at 1-800-342-5209.

## HOW THE DHMO PLAN WORKS

Your dental plan is designed to help You and Your family obtain comprehensive dental care by offering inexpensive preventive care and reduced rates for many other dental treatments. You will only pay a Copayment for covered services or treatments You receive at the time services are performed, unless You make other payment arrangements with Your dentist. Copayment amounts are shown on Your Schedule of Benefits. Procedures not listed on the Schedule of Benefits that are performed by Your selected Participating Dentist are available at a discount of that provider’s usual and customary fee. You should ask Your Participating Dentist for a benefit determination and cost estimate before You receive any dental treatment.

## GETTING STARTED

### **Selecting Your Dentist**

First, You must select a Participating General Dentist from a list of dentist participating in the CompDent network as Your primary care dentist. If You have a chronic dental condition, You may select a Participating Specialty Dentist as Your primary care dentist. (Consult Your Schedule of Benefits to know what Your Copayment will be for services provided by a Participating Specialty Dentist.) A directory of all the Participating Dentists will be provided for You at the time of enrollment. The directory is sorted by city, and lists all the dentists in the facility, the address, telephone number, languages spoken, and if the dentist is accepting new patients. Provider directories are updated quarterly and copies can be requested from Member Services. If You need assistance finding a Participating Dentist, call Member Services at 1-800-342-5209 or use the provider locator function on our Internet web site at [www.CompDent.com](http://www.CompDent.com). Once You have located a Participating Dentist, please contact our Member Services department with Your selection.

You may select a different Participating Dentist at any time. All You have to do is call or write Member Services to request the change. All requests for dentist changes received by the 15<sup>th</sup> of the month will become effective on the 1<sup>st</sup> of the following month. You may select a new dentist up to four times in a calendar year. Requesting a change of dentist more than twice in a thirty-day (30) period is considered excessive and may not be honored.

On rare occasions it may be necessary to assign You to another dentist. A change may be necessary in the following situations:

- if Your selected dentist decides to no longer participate in the CompDent network
- if the dentist is unable to effectively provide the care You need
- if efforts to establish a satisfactory relationship between You and the dentist have failed, or
- if You refuse treatment from the dentist that he or she feels is necessary.

If a change is needed, You will be asked to select another dentist from the directory. We strive to provide written notification if Your provider leaves the plan and will send You a letter indicating the change, along with a current provider list, to assist in Your selection of another dentist.

### **Identification Card**

You will be issued an identification card upon enrollment in the Plan. The card identifies You as a CompDent Member. If Your card is lost or stolen, call Member Services at 1-800-342-5209 to get a new card mailed to You.

### **Making an appointment**

When You need dental care, simply call Your Participating Dentist's office to make an appointment. When You call, make sure You have Your ID card handy, in case You are asked questions regarding Your dental plan. All non-emergency Dental Care Services shall be on a prior appointment basis during the normal office hours of the Participating Dentist. In order to receive Benefits, You must first make an appointment with a Participating Dentist and the request for an appointment must be made after the Effective Date. When making an appointment, You should inform Dental Facility that You are a Plan Member. You may request an emergency appointment (treatment of accidental, painful, or urgent conditions) within twenty-four (24) hours of calling the Dental Facility, subject to the appropriate Copayment.

### **Specialty Care**

You may be referred by Your Participating General Dentist to a Participating Specialty Dentist (i.e. endodontist, orthodontist, oral surgeon, periodontist, prosthodontist, or pediatric dentist). Participating Specialty Dentist benefits vary by plan. Please refer to Your Schedule of Benefits for payment and benefit information.

### **Second Opinions**

Both You and Your dentist decide on Your course of treatment. If You are not satisfied with Your Participating Dentist's treatment plan, we encourage You to get a second opinion from another Participating Dentist. The second consultation is subject to any applicable Copayments. Please refer to Your Schedule of Benefits for the exact amount.

**Whether You need routine, preventive care, emergency care, or just have a dental question, You should call Your selected Participating Dentist first.**

## **EMERGENCY CARE**

The Plan covers dental emergencies 24 hours a day, seven days a week, no matter where You are. If You have a dental emergency, You are covered for palliative (emergency) treatment. Palliative treatment involves only those things necessary to control unexpected pain or more than usual bleeding, prevent complications related to an infection, or prevent the loss of a tooth from a traumatic injury. Emergency dental service is intended to relieve

pain caused by an acute condition until Your Participating Dentist can see You. **Your emergency care benefit does not include procedures that may be required, but are not necessary for the relief of pain.** For example, root canals and crowns may be necessary treatments but are not covered under emergency care benefits. If You have an emergency that involves extensive accidental or traumatic injury to Your teeth or mouth, or that affects Your ability to breath or swallow, You should contact Your medical physician.

#### **What is considered an emergency dental service?**

Emergency dental services are limited to procedures administered in a dentist's office, dental clinic, or other comparable facility; to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

#### **What should you do in an emergency?**

**In the Service Area:** If You are within 75 miles of Your Participating Dentist, during normal business hours, contact Your dentist and request an emergency appointment. If Your emergency is after normal business hours, You should still try to contact Your selected dentist. The dentist's office should have a message machine or an answering service with instructions on how the dentist can be reached after hours in the event of an emergency. Follow the instructions and provide information on how the dentist can contact You. If Your dentist is not available, or if You cannot get to Your dentist in time, You may see any Participating Dentist for palliative (emergency) treatment.

If You are unable to find another Participating Dentist, please contact Member Services at 1-800-342-5209 or use the provider locator function our Internet web site at [www.CompBenefits.com](http://www.CompBenefits.com). If You cannot reach any Participating Dentists after hours, You may obtain palliative (emergency) treatment from any licensed dentist.

**Out-of-Service Area Emergency Care:** If You are more than 75 miles from the nearest available Participating Dentist, You can receive palliative (emergency) treatment from any licensed dentist. You will be reimbursed for the cost of the emergency care minus any applicable Copayments. In order to be reimbursed for the services, You must have an itemized statement and receipt showing the services paid in full from the treating dentist. We must be notified of such treatment within ninety (90) days of its receipt, or as soon as reasonably possible.

### **IF YOU HAVE A COMPLAINT**

We are committed to offering outstanding service to Our members. If You have a concern or complaint about Your dental care or coverage, the way we manage it, or a decision we have made, we want to know. Our goal is to acknowledge and resolve complaints in a timely manner. We monitor complaints and use this feedback from Members to improve our performance.

#### **Complaints**

Our Member Services Department is available by phone Monday through Friday, 8:00 AM to 6:00 PM Eastern Standard Time to assist members in addressing any dissatisfaction with their dental plan benefits and / or participating dental office. You can call Member Services at (800) 342-5209 or submit a Complaint in writing. Written Complaints should be mailed to:

Attn: Grievance Coordinator  
CompDent  
1951 Bishop Lane Suite 100  
Louisville, KY 40218

If You submit a written Complaint please include Your concern, specific details, dates, and Your name and contact information. Should You have any question about submitting a written Complaint, call Member Services at (800) 342-5209. Complaints must be submitted to Us within one year of the occurrence of events upon which the

Complaint is based. Your complaint will be acknowledged in writing within five (5) business days of receipt. Written Complaints will be researched and resolved within 30 days from the date of receipt. A response letter explaining the Plan's resolution of the Complaint will be sent to You. The letter will include specific clinical reasons and/or references to Your Handbook that apply and contain a full description of the process for Appeal, including time frames.

### **Appeal of Complaint Resolution**

If the Complaint is not resolved to your satisfaction, You have the right to Appeal the resolution of Your Complaint by appearing before a Complaint Appeal panel in the county where You normally receive dental services or at an agreed upon location, or You may address a written Appeal directly to the panel at:

Attn: Quality Improvement Coordinator  
CompDent  
2929 Briarpark, Suite 314  
Houston, Texas 77042  
1-800-679-7883 ext. 233

We will send You an acknowledgment letter within five (5) business days of the receipt of Your Appeal request. You will be contacted to make arrangements for a meeting or to submit Your written Appeal. We will convene the Appeal panel and address Your Appeal within thirty (30) days of Your request. The Appeal panel consists of dentists, Plan staff and Plan members who do not work for Us. They will consider all information presented and give a decision on the Appeal. Once the Appeal panel reaches a decision, You will receive a letter with specific clinical and contractual criteria used to reach the decision. Should You disagree with the decision of the appeal panel, or at anytime You are dissatisfied, You have the right to contact the **Texas Department of Insurance** in writing at the following address:

P.O. Box 149104  
Austin, Texas 78714-9104  
(800) 252-3439  
(512) 475-1771 (facsimile)

The Plan is prohibited from retaliating against You or Your group for filing a complaint against the Plan or for appealing a Plan decision. The Plan is also prohibited from retaliating against a dentist because the dentist has on behalf of a member filed a complaint against the Plan or appealed a Plan decision. Since the Plan does not determine if the dental care services furnished or proposed to be furnished to a Member are Necessary Treatment, the right to appeal to an independent review organization ("IRO") is not applicable.

## **ELIGIBILITY AND COVERAGE**

### **Who is eligible for the plan**

You and Your eligible Dependents are allowed to participate in the plan if You live or work in the Service Area. In order for You and Your dependents to be eligible for and receive dental benefits, We must receive all Contributions and Enrollment Fees, if applicable, in advance. Your Participating Dentist must receive any Copayments in accordance with Your Schedule of Benefits. Additionally, the permanent legal residence of all of Your Dependents must be the same as Yours or;

1. in the Service Area with someone else having temporary or permanent conservatorship or guardianship of such Dependents, including adoptees or children who have become the subject of a suit for adoption by You, but where You still have legal responsibility for the health care of such Dependents;
2. in the Service Area under other circumstances where You are legally responsible for the health care of Your Dependents;
3. in the Service Area living with Your spouse; or
4. anywhere in the United States for a child whose coverage under a plan is required by a medical support

order.

Dependent children living outside of the Service Area must receive their care within the Service Area. They will only be covered for emergency care when outside the Service Area.

### **When coverage begins**

Your Coverage Begins- You and Your Dependents are covered at 12:01 a.m. on the later of:

1. The first of the month following the date first eligible for coverage;
2. The date We accept Your enrollment, if You are not enrolled within 31 days of becoming eligible;
3. The date You first acquire a new Dependent;
4. The date We accept a Dependent's enrollment, if not enrolled within 31 days of becoming eligible.

Newborn Child - A child born to You or Your Dependent spouse is covered from the moment of birth for 31 days. If you choose to insure Your newborn, You must enroll the child within 31 days from the date of birth or coverage for that child will terminate at the end of the 31-day period.

Adopted Child - A child placed with You for adoption will be covered from the earlier of: 1) the date of birth if a petition for adoption is filed within 30 days of the birth of such child; 2) the date you gain custody of the child under a temporary court order that grants You conservatorship of the child; or 3) the date the child is placed with You for adoption; and additional premium, if any, is paid.

### **When coverage ends**

Coverage for You and/or Your Dependent(s) will end at 12:01 a.m. on the earlier of:

1. One the date the Contractholder tells Us that You and/or Your Dependent cease to be eligible for coverage;
2. The date in which Your Dependent is no longer a Dependent as defined;
3. Subject to the Grace Period provision, the last day of the month for which Contributions have been paid; or
4. The date coverage ends for any class or Group to which You belong; or
5. The date the Contract ends.

### **If Your family status changes**

Even though You only enroll in Your dental plan once a year, changes in Your personal situation can happen at any time. For instance, if You get married or have a baby, You may want to add Your spouse or child to Your coverage. If so, we need to know about the change as soon as possible. If any of these changes occur in Your family contact Your benefits administrator or Us immediately:

- You get married
- One of Your Dependent children gets married
- You or Your spouse deliver a child or adopt a child
- Your spouse or Dependent child dies
- One of Your Dependent children reaches the maximum age for coverage

If You are declining enrollment for Yourself or Your dependents (including Your spouse) because of other dental insurance coverage, You may in the future be able to enroll Yourself or Your Dependents in the plan, provided that You request enrollment within 31 days after Your coverage ends. In addition, if You have a new Dependent as a result of marriage, birth or adoption, You may be able to enroll Your Dependent, provided that You request enrollment within 31 days after the marriage, birth, or adoption.



**If Your name or address changes**

Member Services is responsible for updating general information. Just call Member Services at 1-800-342-5209. You may also make Your changes in writing by mailing to the following address:

CompDent  
Attention: Member Services  
100 Mansell Court East, Suite 400  
Roswell, Georgia 30076

**If the plan changes**

If We change Benefits and/or Contributions under this plan, the Contractholder will receive forty-five (45) days written notice prior to the effective date of the change. The Contractholder will have the right to cancel this plan, without penalty, if the Contractholder does not want to continue coverage because of the change.

**CANCELATION AND NON-RENEWAL**

A Member's coverage may be cancelled in the case of:

1. nonpayment of amounts due under the Handbook upon 30 days advance written notice, except no written notice will be required for failure to pay Contributions;
2. fraud or intentional material misrepresentation upon 15 days advance written notice;
3. fraud in the use of services or facilities upon 15 days advance written notice;
4. failure to meet eligibility requirements other than the requirement that the Subscriber reside, live, or work in the service area, coverage may be cancelled immediately, subject to continuation of coverage and conversion privilege provisions, if applicable;
5. misconduct detrimental to safe plan operations and the delivery of services, coverage may be cancelled immediately;
6. failure of the Member and a Participating Dentist to establish a satisfactory patient-dentist relationship, if it is shown that the Plan has, in good faith, provided the Member with the opportunity to select an alternative Participating Dentist, the Member has been notified in writing at least 30 days in advance that the Plan considers the patient-dentist relationship to be unsatisfactory and specifies the changes that are necessary in order to avoid termination, and the Member has failed to make such changes, coverage may be cancelled at the end of the 30 days;
7. the Subscriber neither resides, lives, or works in the Service Area, or area for which the Plan is authorized to do business, but only if coverage is terminated uniformly without regard to any health status-related factor of Subscribers, coverage may be cancelled after 30 days written notice. Coverage for a child who is the subject of a medical support order cannot be cancelled solely because the child does not reside, live or work in the Service Area.

Cancellation of Your coverage by the Plan is without prejudice. Participating Dentists shall complete all dental procedures You may be undergoing. Your dentist will treat You until the specific treatment or procedure has been completed or for ninety (90) days, whichever is less.

**CONTINUATION OF COVERAGE**

If You are covered under a group plan and Your coverage under the group contract is terminated for any reason, except involuntary termination for cause, and You were continuously covered under this Plan for 3 consecutive

months prior to losing coverage, You can transfer Your dental benefits to an individual plan or You can continue Your group coverage subject to the eligibility provisions below:

1. Continuation of group coverage must be requested in writing within 31 days following the later of: (a) the date the group coverage would otherwise terminate; or (b) the date the Member is given notice of the right of continuation by either the employer or the group Contractholder.
2. A Member electing continuation must pay to the group Contractholder or employer on a monthly basis, in advance, the amount of contribution required by the Contractholder or employer, plus two percent of the group rate for the coverage being continued under the group contract, on the due date of each payment.
3. The Member's written election of continuation, together with the first contribution required to establish contributions on a monthly basis, in advance, must be given to the Contractholder or employer within 31 days following the later of: (a) the date the group coverage would otherwise terminate; or (b) the date the Member is given notice of the right of continuation by either the employer or the group Contractholder.
4. Continuation may not terminate until the earliest of: (a) six months after the date the election is made; (b) the date on which failure to make timely payments would terminate coverage; (c) the date on which the Member is covered for similar services and benefits by another dental insurance policy or dental subscriber contract or dental practice or other prepayment plan; or (d) the date on which the group coverage terminates in its entirety.

### **COORDINATION OF BENEFITS**

At CompDent, we want to make sure You receive all of the benefits to which You are entitled. That is why it is important to let Your Participating Dentist and the Plan know if You or any of Your Dependents are covered by more than one dental plan. If this is so, benefits may be coordinated so that not more than 100% of eligible expense incurred is paid. Remember, the benefits You receive from this plan may be affected by the benefits You receive from any other dental plan.

### **GENERAL PROVISIONS**

#### **Grace Period**

The contract has a thirty (30) day grace period. This provision means that if any required Contribution is not paid on or before the date it is due, it may be paid subsequently during the grace period. During the grace period, the contract will stay in force. If full payment is not received within the thirty (30) day grace period, coverage will be terminated effective the first day of the grace period. Subscriber will be liable for the cost of Dental Care Services received during the grace period.

#### **Reinstatement**

The following guidelines shall apply to requests for reinstatement:

1. The Contractholder must submit a request for reinstatement to the Plan.
2. The Contractholder must remit to the Plan all Contributions for the period between the termination date and the reinstatement date.

Upon receipt by the Plan of the appropriate Contributions, the Plan will notify Contractholder of the Effective Date of resumption of Benefits. The Contractholder is responsible for notifying Members of the reinstatement of coverage.

#### **Dental Records**

Dental records concerning services rendered to Member shall remain the property of the Participating Dentist. Member may obtain copies of their dental records for a reasonable fee directly payable to the Participating Dentist. Member agrees that his/her dental records may be reviewed by the Plan as deemed necessary in order to fulfill its

obligations under the contract and for compiling utilization and/or similar data. The Plan agrees to honor confidentiality of said data.

### **Limitations and Exclusions**

1. No service of any dentist other than a Participating Dentist will be covered by the Plan, except emergency care as provided in this Handbook.
2. Whenever any Contributions or Copayments are delinquent, Member will not be entitled to receive Benefits, transfer Dental Facilities, or enjoy any of the other privileges of a Member in good standing.
3. The Plan does not provide coverage for the following services:
  - a) Cost of hospitalization and pharmaceuticals, drugs or medications.
  - b) Services which, in the opinion of the Participating Dentist, are not Necessary Treatment to establish and maintain Member's optimal dental health and appearance.
  - c) Any service that is not consistent with the normal and/or usual services provided by the Participating Dentist or which, in the opinion of the Participating Dentist, would endanger the health of the Member.
  - d) Any service or procedure which the Participating Dentist is unable to perform because of the general health or physical limitations of the Member.
  - e) Any dental procedure started prior to the Member's Effective Date.
  - f) Services for injuries and conditions, which are, covered under Workers' Compensation or Employers' Liability laws.
  - g) Treatment for cysts, neoplasms and malignancies.
  - h) General anesthesia.

### **Incontestability**

In the absence of fraud, all statements made by a Subscriber are considered representations and not warranties. During the first two years, coverage can be voided for material misrepresentations contained in the written application. After two years, coverage can be voided only in the event of fraudulent misstatement contained in the written application.

### **Conformity with Texas Law**

This Handbook shall be interpreted in accordance with the laws of the state of Texas and any action or claim, including arbitration, shall be brought within the state of Texas. Any statute, act, ordinance, rule or regulation of any governmental authority with jurisdiction over the Plan shall have the effect of amending this Handbook to conform with the minimum requirements thereof. In the event any portion of this Handbook is held to be void, it shall not affect any other provisions.

### **Notice of Independent Contractor Relationship**

The Plan assumes responsibility of fulfilling the terms of this Handbook. Participating Dentists are independent contractors. The Plan cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by a Participating Dentist, or for any damages which result from any defective or dangerous condition in or about any Dental Facility.

### **Claims**

The Plan shall, not later than the 15th day after receipt of notice of a claim: (1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that the CompDent reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

CompDent shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date CompDent receives all items, statements, and forms, in order to secure final proof of loss.

CompDent shall pay the claim not later than the fifth (5<sup>th</sup>) business day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, CompDent shall pay the claim not later than the fifth business day after the date the act is performed.

## DEFINITIONS

**Appeal** is the formal process by which the Plan offers the Member a mechanism to request a secondary review of a complaint resolution.

**Benefits** are those Dental Care Services available to the Members as stated in their Schedule of Benefits.

**Complaint** is a verbal or written expression of dissatisfaction with the Plan, regarding any process. It does not include a misunderstanding or misinformation that is resolved promptly by supplying the appropriate information or clearing up the misunderstanding to the satisfaction of the Member.

**Contractholder** means an individual, association, employer, trust or organization to which an individual or group contract for Dental Care Services has been issued.

**Contributions** are those periodic payments due CompDent by Contractholder to receive Benefits as provided by the Handbook.

**Copayment** is the fee the Participating Dentist may charge Member when providing Dental Care Services.

**Dental Care Services** are those services to be performed by a Participating Dentist pursuant to the terms of this Handbook and the Participating Dentist's agreement with Us.

**Dental Facility** is the location of the Participating Dentist's office.

**Dependent** means any of the following persons:

1. Your spouse;
2. Your unmarried children or grandchildren;
  - a) from birth to age 25 and dependent upon You for support; or
  - b) at least 25 years of age and:
    - i. primarily dependent upon You for support because of mental or physical handicap;
    - ii. was incapacitated and covered under this Handbook and Evidence of Coverage on his or her 25<sup>th</sup> birthday; and continues to be incapacitated beyond his 25<sup>th</sup> birthday.

The term "children" also includes adopted children, stepchildren, and foster children living with You in a parent-child relationship.

**Effective Date** is the first day that a Member is entitled to receive Benefits designated in the Handbook.

**Enrollment Fee**, if applicable, is a one-time application fee for non-group contracts.

**Member** is a Subscriber and/or covered eligible Dependent of a Subscriber.

**Necessary Treatment** is that set of Dental Care Services determined by the Participating Dentist required to establish and maintain a Member's optimal dental health and appearance.

**Participating General Dentist and Participating Specialty Dentist** (hereinafter referred to as "Participating Dentist") are those licensed dentists selected and contracted with the Plan as independent contractors to provide Dental Care Services to Members.

**Service Area** means the entire state of Texas.

**Subscriber** is an Individual in good standing for whom the necessary Contributions and Copayments have been made in payment for Dental Care Services and to whom a Handbook evidencing coverage has been issued.

**Treatment Plan** is that individual proposal by the Participating Dentist outlining the recommended course of Member's Dental Care Services. The Member may request a written copy.

**Usual Charges** are those fees that are customarily charged for Dental Care Services by the Participating Dentist. We do not determine said charges.

**You** or **Your** means the Subscriber.

**We, Us, Our** or **the Plan** means CompDent.

### GLOSSARY OF DENTAL TERMINOLOGY

**Abscess** – a localized infection due to a collection of pus in the bone or soft tissue caused by severe decay, trauma, or gum disease.

**Alveolar** - referring to a bone to which a tooth is attached.

**Alveoplasty** - surgical procedure for recontouring alveolar structures, usually in preparation for a prosthesis.

**Amalgam** -a silver/mercury mixture which is used for fillings.

**Anterior** - refers to the teeth in the forward part of the mouth - incisors and canines.

**Apicoectomy** - amputation of the root of the tooth.

**Bitewing** -an x-ray between the adjoining surfaces of adjacent teeth.

**Bridge** - a prosthetic replacement of one or more missing teeth on a framework that may be removed by the patient.

**Cavity** - lesion or hole in the tooth caused by decay.

**Cement/Recement/Recementation** – the application or re-application of a special type of glue to hold a crown in place or to protect the tooth's nerve.

**Crown** - part of the tooth that is covered with enamel; also a cover for decayed or damaged tooth made of porcelain and/or metal is called by the same name.

**Curettage** - scraping or cleaning the walls of a cavity or gingival pocket.

**Debridement** - removal of foreign matter.

**Denture** - an artificial substitute for natural teeth and adjacent tissues.

**Denture Base** - that part of a denture that makes contact with soft tissue and retains the artificial teeth.

**Diagnostic Cast** - plaster or stone model of teeth and adjoining tissues; also referred to as *Study Model*.

**Endodontist** - a dentist who specializes in root canals and treatment of diseases or injuries of the pulp and the area surrounding the root of the tooth

**Extraction** - removal of a tooth.

**Filling** - a lay term used for the restoring of lost tooth structure by using materials such as metal, plastic or cement.

**Gingiva** -the gums.

**Gingivectomy** - the excision or removal of gingiva.

**Gingivoplasty** - surgical procedure to reshape gingiva to create a normal, functional form.

**Graft** - a piece of tissue or alloplastic material placed in contact with tissue to repair a defect or supplement a deficiency.

**Immediate Denture** - prosthesis constructed for placement immediately after removal of remaining natural teeth.

**Impacted Tooth** -usually associated with a wisdom tooth, it is a tooth that is under the gum tissue.

**Inlay** - a dental restoration made outside the mouth to correspond to the prepared tooth, which is then cemented to the tooth.

**Intraoral** - inside the crown of a tooth.

**Labial** - pertaining to or around the lip.

**Malocclusion** - improper alignment of biting or chewing surfaces of upper and lower teeth.

**Mandible (mandibular – adj.)** - lower jaw.

**Maxilla (maxillary – adj.)** - upper jaw.

**Occlusion** - any contact between biting or chewing surfaces of upper and lower teeth.

**Oral** - pertaining to the mouth.

**Oral Evaluation** - a thorough evaluation the state of health of the mouth, teeth and gums.

**Oral Surgeon** - a dentist who specializes in surgical and adjunctive treatment of diseases, injuries, deformities, defects and esthetic aspects of the mouth.

**Orthodontics** – a specialized branch of dentistry that corrects malocclusions and restores teeth to proper alignment and function.

**Osseous** - bony.

**Palliative** - action that relieves pain but is not curative.

**Panoramic** -a full mouth x-ray (180 degree view) of the teeth, upper and lower jaws on one film.

**Partial Denture** - usually refers to the prosthetic device that replaces the missing teeth on a framework that can be removed by the patient.

**Pediatric Dentist** – a dentist who specializes in the treatment of children from birth through adolescence.

**Periapical** - the area surrounding the end of the tooth root.

**Periodontist** – a dentist who specializes in the treatment of diseases of the gums.

**Permanent teeth** – the 32 adult teeth that replace the primary or baby teeth. Also known as secondary teeth.

**Pontic** - the term used for the artificial tooth on a bridge.

**Primary teeth**- the first set of teeth; also known as deciduous teeth or baby teeth.

**Prophylaxis - cleaning** and polishing of the teeth to remove coronal plaque, calculus and stains.

**Prosthodontist** - a specialty dentist whose practice is limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

**Pulp** - the soft inner structure of the tooth, consisting of blood vessels and nerve tissue.

**Pulp Cavity** - the space within a tooth that contains the pulp.

**Pulpotomy** - the removal of the coronal portion of the pulp.

**Quadrant** - one of the four equal sections into which the dental arches can be divided; begins at the midline of the arch and extends distally to the last tooth; usually includes five or more teeth.

**Reline** - process of resurfacing the tissue side of a denture with a new base material.

**Root Canal Therapy** - treatment of the pulp cavity to eliminate periapical disease and to promote healing and repair of periapical tissues.

**Root Planing** - a procedure designed to remove microbial flora, bacterial toxins on the root surface or in the pocket, calculus and diseased cementum or dentin.

**Scaling** - removal of plaque, calculus and stains from teeth.

**Sealant** - a material which is bonded to a tooth to prevent decay.

**Space Maintainer** - a device used to hold or maintain the space previously held by an extracted tooth.

**Veneer** - a layer of tooth colored material attached to the surface by fusion, cementation, or mechanical retention.