

Delta Dental Individual & Family

Delta Dental PPOSM Family Dental PPO

Combined Policy and Disclosure Form

Provided by: Delta Dental of Californa

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[<mark>del</mark>tadentalins.com] [<mark>Sta</mark>te website and phone number]

Combined Policy and Disclosure Form ("Policy")

You must make an election on the Exchange for any eligible person you wish to cover under this Policy. If an election is not made on the Exchange for an individual or dependent, such person will not be eligible under this Policy.

Your dental plan is underwritten and administered by Delta Dental of California ("Delta Dental"). Delta Dental will pay Benefits for covered dental services as set forth in this Policy. This Policy is issued in exchange for payment of the first installment of Premium and on the basis of the statements made on your application through the Exchange. It takes effect on the Effective Date shown in the Policy Variables attached to this Policy. This Policy will remain in force unless otherwise terminated in accordance with its terms, until the first renewal date and for such further periods for which it is renewed. All periods will begin and end at 12:01 A.M., Standard Time, where you live.

READ YOUR POLICY AND ATTACHMENTS CAREFULLY

Delta Dental's enrollment materials advise Enrollees that the Policy is available upon request, prior to enrollment, by contacting Delta Dental's Customer Service Center. A matrix which describes the plan's major Benefits and coverage is included as Attachment C, Matrix of Major Benefits and Coverage ("Attachment C"). Enrollees may also obtain information about Benefits by calling Delta Dental's Customer Service Center at 800-471-0287.

Ten (10)-DAY RIGHT TO EXAMINE AND RETURN THIS POLICY

Please read this Policy. If this Policy was solicited by deceptive advertising or negotiated by deceptive, misleading, or untrue statements or if you are not satisfied, you may return this Policy within 10 days after you received it. Mail or deliver it to Delta Dental. Any Premium paid will be refunded. This Policy will then be void from its start.

This Policy is signed for Delta Dental of California as of its Effective Date by:

Anthony S. Barth, President &CEO

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ATTACHMENT A – DEDUCTIBLES, MAXIMUMS, POLICY BENEFIT LEVELS AND ENROLLEE COINSURANCES

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ATTACHMENT C – INFORMATION CONCERNING BENEFITS FOR DELTA DENTAL INDIVIDUAL – FAMILY DENTAL PPO

POLICY VARIABLES

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at the Member/Customer Service telephone number on the back of your Delta Dental ID card, or 1-800-471-0287.

IMPORTANTE: ¿Puede leer esta carta? Si no, podemos hacer que alguien le ayude a leerla. También puede recibir esta carta en su idioma. Para ayuda gratuita, por favor llame inmediatamente al teléfono de Servicios al miembro/cliente que se encuentra al reverso de su tarjeta de identificación de Delta Dental o al 1-800-471-0287.

重要通知:您能讀懂這封信嗎?如果不能,我們可以請人幫您閱讀。這封信也可以用您所講的語言書寫。如需幫助,請立即撥打登列在您的Delta Dental ID卡背面上的會員/客戶服務部的電話,或者撥打電話 1-800-471-0287.

INTRODUCTION

We are pleased to welcome you to this individual Delta Dental PPOSM dental plan. Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see the dentist, but to see him or her on a regular basis.

Eligibility under this Policy is determined by the Exchange. This Policy provides dental Benefits for adults and children as defined in the following sections:

- Eligibility Requirement for Pediatric Benefits (Essential Health Benefits)
- Eligibility Requirement for Adult Benefits

NOTICE: YOUR SHARE OF THE PAYMENT FOR HEALTH CARE SERVICES MAY BE BASED ON THE AGREEMENT BETWEEN YOUR HEALTH PLAN AND YOUR PROVIDER. UNDER CERTAIN CIRCUMSTANCES THIS AGREEMENT MAY ALLOW YOUR PROVIDER TO BILL YOU FOR AMOUNTS UP TO THE PROVIDER'S REGULAR BILLED CHARGES.

Using This Policy

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

This Policy discloses the terms and conditions of your coverage and is designed to help you make the most of your dental plan. It will help you understand how the dental plan works and how to obtain dental care. Please read this Policy completely and carefully. Keep in mind that "you" and "your" mean the Enrollees who are covered under this Policy. "We," "us" and "our" always refer to Delta Dental. Persons with Special Health Care Needs should read the section entitled "Special Needs."

Contact Us

If you have any questions about your coverage that are not answered here, please visit our website at deltadentalins.com or call our Customer Service Center. A Customer Service representative can answer questions you may have about obtaining dental care, help you locate a Delta Dental Provider, explain Benefits, check the status of a claim and assist you in filing a claim.

You can access our automated information line at 800-471-0287 to obtain information about Enrollee Benefits, claim status or to speak to a Customer Service representative for assistance. If you prefer to write to us with your question(s), please mail your inquiry to the following address:

Delta Dental of California

P.O. Box 997330 Sacramento, CA 95899-7330 A STATEMENT DESCRIBING DELTA DENTAL'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Identification Number

Please provide the Enrollee's identification ("ID") number to your Provider whenever you receive dental services. The Enrollee ID number should be included on all claims submitted for payment. ID cards are not required, but if you wish to have one you may obtain one by visiting our website at deltadentalins.com.

DEFINITIONS

The following are definitions of words that have special or technical meanings under this Policy.

Accepted Fee: the amount the attending Provider agrees to accept as payment in full for services rendered.

Adult Benefits: dental services under this Policy for people age 19 years and older.

Benefits: the amounts that Delta Dental will pay for covered dental services under this Policy.

Calendar Year: the 12 months of the year from January 1 through December 31.

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

Deductible: a dollar amount that an Enrollee must satisfy for certain covered services before Delta Dental begins paying Benefits.

Delta Dental PPO Contracted Fee ("PPO Provider's Contracted Fee"): the fee for each Single Procedure that a PPO Provider has contractually agreed to accept as payment in full for treating Enrollees.

Delta Dental PPO Provider ("PPO Provider"): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for services provided under a PPO plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

Delta Dental Premier[®] **Contracted Fee ("Premier Provider's Contracted Fee"):** the fee for each Single Procedure that a Premier Provider has contractually agreed to accept as payment in full for treating Enrollees.

Delta Dental Premier Provider ("Premier Provider"): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

Effective Date: the original date the plan starts.

Eligible Dependent: a person who is a dependent of an Eligible Primary and considered to be a Qualified Individual by the Exchange. Eligible Dependents are eligible for either Pediatric Benefits or Adult Benefits as described in this Policy.

Eligible Primary: a person who is considered to be a Qualified Individual by the Exchange. Eligible Primaries are eligible for either Pediatric Benefits or Adult Benefits as described in this Policy.

Eligible Pediatric Individual: a person who is considered to be a Qualified Individual by the Exchange. Eligible Pediatric Individuals are eligible for Pediatric Benefits as described in this Policy.

Enrollee: an Eligible Primary ("Primary Enrollee"), Eligible Dependent ("Dependent Enrollee") or Eligible Pediatric Individual ("Pediatric Enrollee") enrolled under this Policy to receive Benefits; persons eligible and enrolled under this Policy for Adult Benefits may also be referred to as "Adult Enrollees."

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

Essential Health Benefits ("Pediatric Benefits"): for the purposes of this Policy, Essential Health Benefits are certain pediatric oral services that are required to be included in this Policy under the Affordable Care Act. The services considered to be Essential Health Benefits are determined by state and federal agencies and are available for Eligible Pediatric Individuals.

Exchange: the California Exchange also referred to as "Covered California."

Maximum: the maximum dollar amount we will pay toward the cost of dental care.

Maximum Contract Allowance: the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates its payment and the financial obligation for the Enrollee. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Submitted Fee or the PPO Provider's Contracted Fee; or
- by a Premier Provider is the lesser of the Submitted Fee or the PPO Provider's Contracted Fee for a PPO Provider in the same geographic area; or
- by a Non-Delta Dental Provider is the lesser of the Submitted Fee or the PPO Provider's Contracted Fee for a PPO Provider in the same geographic area.

Non-Delta Dental Provider: a Provider who is not a PPO Provider or a Premier Provider and who is not contractually bound to abide by Delta Dental's administrative guidelines.

Open Enrollment Period: the period of the year that the Exchange has established when the Primary Enrollee may change coverage selections for the next Policy Year.

Out-of-Pocket Maximum: the maximum amount that a Pediatric Enrollee must satisfy for covered dental services during the Calendar Year provided a PPO Provider is used. Coinsurance and other cost-sharing, including balance billed amounts, will continue to apply for

covered services from a Premier or Non-Delta Dental Provider even after the Out-of-Pocket Maximum has been met.

Policy: this agreement between Delta Dental and the Primary Enrollee including any application supplied by the Exchange and any Attachments. This Policy constitutes the entire agreement between the parties.

Policy Benefit Level: the percentage of the Maximum Contract Allowance that Delta Dental will pay.

Policyholder: the Primary Enrollee who enrolls for coverage. If this Policy is offered as a childonly or multi-child only Policy by the Exchange, a Primary Enrollee can be an Eligible Pediatric Individual enrolled for coverage by a responsible party, who assumes all responsibilities as a Policyholder. Responsible parties may include: parent, step-parent, adoptive parent, foster parent or Spouse of the Eligible Pediatric Individual.

Policy Year: the 12 months starting on January 1st and each subsequent 12 month period thereafter. Policy Year can be less than 12 months if an Enrollee has an Effective Date mid-year due to a Qualifying Status Change or other exceptional circumstance as determined by the Exchange.

Premium: the amount payable as provided in the Policy Variables attached to this Policy.

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

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

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

Qualified Individual: an individual determined by the Exchange to be eligible to enroll through the Exchange.

Qualifying Status Change:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee moves);
- court order requiring dependent coverage;
- loss of minimal essential coverage; or
- any other current or future election changes permitted by the Exchange.

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

Special Health Care Need: a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a

Special Health Care Need are 1) the Enrollee's inability to obtain access to the Provider's facility because of a physical disability and 2) the Enrollee's inability to comply with the Provider's instructions during examination or treatment because of physical disability or mental incapacity.

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

- as defined and as may be required to be treated as a Spouse by the laws of the state where this Policy is issued and delivered; or
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides.

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

Waiting Period: the amount of time an Enrollee must be enrolled under this Policy for specific services to be covered.

ELIGIBILITY AND ENROLLMENT

The Exchange is responsible for establishing eligibility and reporting enrollment to us. We process enrollment as reported by the Exchange.

This Policy includes Pediatric Benefits and Adult Benefits. Enrollees are eligible for either Pediatric or Adult Benefits according to the requirements listed below:

Eligibility Requirement for Pediatric Benefits

Pediatric Enrollees are Qualified Individuals as determined by the Exchange who are eligible and have enrolled for Pediatric Benefits under this Policy. A Qualified Individual must satisfy the Exchange's requirements regarding:

- citizenship, status as a national or otherwise lawfully present in the United States;
- incarceration; and
- residency.

Pediatric Enrollees eligible for Pediatric Benefits are:

- a Primary Enrollee or an emancipated minor to age 19; and/or
- a Primary Enrollee's Spouse under age 19 and dependent children from birth to age 19. Dependent children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of Spouse.

Eligibility Requirement for Adult Benefits

Primary Enrollees and Dependent Enrollees are Qualified Individuals as determined by the Exchange who are eligible and have enrolled for Adult Benefits under this Policy. A Qualified Individual must satisfy the Exchange's requirements regarding:

- citizenship, status as a national or otherwise lawfully present in the United States;
- incarceration; and
- residency.

Adult Enrollees eligible for Adult Benefits are:

- a Primary Enrollee age 19 years of age or older; and/or
- a Primary Enrollee's Spouse age 19 and older and dependent children from age 19 to age 26. Dependent children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of Spouse.

A dependent child 26 years of age or older may continue eligibility for Adult Benefits if:

- he or she is incapable of self-support because of a mental or physical disability that began prior to reaching the limiting age;
- he or she is chiefly dependent on the Primary Enrollee or Spouse for support; and
- proof of dependent's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the Primary Enrollee for support because of a physically or mentally disabiling injury that began before he or she reached the limiting age.

Renewal

This Policy remains in effect for the Policy Year, provided it is not terminated by us or by the Primary Enrollee. The Primary Enrollee will receive renewal information from the Exchange prior to any applicable Open Enrollment Period. The Primary Enrollee may change plan selections with the Exchange during the Open Enrollment Period. Provided Delta Dental continues to make this Policy available through the Exchange at the renewal period:

- the Primary Enrollee may elect to choose this Policy, subject to the applicable Premium through the Exchange for this plan at the time of renewal; or
- the Primary Enrollee may not have to make an election through the Exchange in subsequent Open Enrollment Periods to continue coverage. You should refer to the Exchange rules regarding automatic renewal of coverage.

Termination of Coverage

The Primary Enrollee has the right to terminate coverage under this Policy by sending Delta Dental or the Exchange written notice of intent to terminate this Policy. [The effective date of a requested termination will be at least 14 days from the date of Delta Dental's receipt of the request for termination.] If coverage is

terminated because the Enrollee is covered by Medicaid, the last day of coverage with Delta Dental is the day before the new coverage is effective.

A full refund of Premium is available if a written request for a refund is made within the first 10 days of the Effective Date.

The Primary Enrollee may keep this Policy in force by timely payment of the Premiums. However, Delta Dental may terminate coverage due to:

- Enrollee no longer eligible through the Exchange or under the terms of this Policy;
- non-payment of Premiums, subject to the "Grace Period on Late Payments" provision;
- Delta Dental demonstrates that the Enrollee committed fraud or an intentional misrepresentation of material fact in obtaining Benefits under this plan;
- the Primary Enrollee changing to a new policy through the Exchange; or
- Delta Dental ceasing to renew all Policies issued on this form to residents of the state where you live.

If your coverage is terminated, we will send a written notice to you informing you of the reasons(s) why coverage is terminated and the date that your coverage will end. We will not pay for services received after the date coverage ends. However, we will pay for the completion of Single Procedures started while an Enrollee was eligible if they are completed within 31 days of the date coverage ended.

If termination is due to loss of eligibility through the Exchange, termination is effective the last day of the month following the month that the Exchange notifies you of lack of eligibility. If you are no longer eligible due to age, termination is effective on the date reported by the Exchange and you should contact the Exchange to see if special enrollment periods apply.

An Enrollee and/or Policyholder who believes that coverage has been, or will be, improperly cancelled, rescinded or not renewed may request a review by the Director of the California Department of Managed Health Care in accordance with Section 1365(b) of the California Health and Safety Code.

Reinstatement

If this Policy is terminated, you may re-enroll in the plan at the next Open Enrollment Period. Any Deductible, Maximum, Out-of-Pocket Maximum and/or Waiting Period applicable to your Benefits will start over. However, this Policy may be reinstated prior to Open Enrollment with no break in coverage provided the full Premium due is received by us (see "*Grace Period on Late Payments*"). The reinstated Policy will have the same rights as before your Policy lapsed, unless a change is made to this Policy in connection with the reinstatement. These changes, if any, will be sent to you for you to attach to this Policy.

Acceptance by Delta Dental of the proper Premiums after termination of this Policy and without requiring a new application shall reinstate this Policy as though it had never terminated, unless Delta Dental shall, within 20 business days of receipt of such payment, either

- refuse the payment so made; or
- issue you a new Policy accompanied by written notice stating clearly those respects in which the new Policy differs from this terminated Policy in Benefits, coverage or otherwise.

OVERVIEW OF DENTAL BENEFITS

This section provides information that will give you a better understanding of how the dental plan works and how to make it work best for you.

Benefits, Limitations and Exclusions

We will pay Benefits for the types of dental services as described in the Attachments that are a part of this Policy.

We will pay Benefits only for covered services. This Policy covers several categories of Benefits when a Provider furnishes the services and when they are necessary and within the standards of generally accepted dental practice. Claims shall be processed in accordance with our standard processing policies. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. If you receive dental services from a Provider outside the state of California, the Provider will be paid according to Delta Dental's network payment provisions for said state and according to terms of this Policy.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable under this Policy. Even if the Provider bills separately for the primary procedure and each of its component parts, the total Benefit payable for all related charges will be limited to the maximum Benefit payable for the primary procedure.

No change in Benefits will occur during a Policy Term.

Enrollee Coinsurance

We will pay a percentage of the Maximum Contract Allowance for covered services, subject to certain limitations, and you are responsible for paying the balance. What you pay is called the enrollee coinsurance ("Enrollee Coinsurance") and is part of your out-of-pocket cost. You may have to satisfy a Deductible before we will pay Benefits. You pay the Enrollee Coinsurance even after a Deductible has been met.

The amount of your Enrollee Coinsurance will depend on the type of service and the Provider furnishing the service (see section titled "Selecting Your Provider"). Providers are required to collect Enrollee Coinsurance for covered services. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to you, we will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of the fees or allowances that is discounted, waived or rebated.

It is to your advantage to select PPO Providers because they have agreed to accept the Maximum Contract Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for you. Please refer to the section titled "*Selecting Your Provider*" for more information.

Pre-Treatment Estimates

Pre-Treatment Estimate requests are not required; however, your Provider may file a Claim Form before beginning treatment, showing the services to be provided to you. We will estimate the amount of Benefits payable under this Policy for the listed services. By asking your Provider for a Pre-Treatment Estimate from us before the Enrollee receives any prescribed treatment, you will have an estimate up front of what we will pay and the difference you will need to pay. The Benefits will be processed according to the terms of this Policy when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days or until an earlier occurrence of any one of the following events:

- the date this Policy terminates;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are covered and meet all the requirements of the plan at the time the treatment you have planned is completed and may not take into account any Deductibles, so please remember to figure in your Deductible if necessary.

Non-Covered Services

IMPORTANT: If you opt to receive dental services that are not covered services under this plan, a participating dental Provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call Customer Service at 800-471-0287. To fully understand your coverage, you may wish to carefully review this Policy.

SELECTING YOUR PROVIDER

Free Choice of Provider

You may see any Provider for your covered treatment whether the Provider is a PPO Provider, Premier Provider or a Non-Delta Dental Provider. **This plan offered through the Exchange is a PPO plan and the greatest benefits – including out-of-pocket savings – occur when you choose a PPO Provider.** We will also pay for services received from dental schools or clinics by students of dentistry, a clinician or instructors who are contracted with Delta Dental. To take full advantage of your Benefits, we highly recommend you verify a Provider's participation status within a Delta Dental network with your dental office before each appointment. Review this section for an explanation of Delta Dental payment procedures to understand the method of payments applicable to your Provider selection and how that may impact your out-of-pocket costs.

Locating a PPO Provider

You may access information through our website at deltadentalins.com. You may also call our Customer Service Center and one of our representatives will assist you. We can provide you with information regarding a Provider's network participation, specialty and office location.

Emergency Treatment

Delta Dental PPO Providers are available 24 hours a day, seven (7) days a week to provide treatment in the case of a dental emergency. However, if you are unable to reach a Delta Dental PPO Provider, you may seek treatment from any dentist of your choice. Payment for emergency treatment claims will be made subject to the provisions described below.

Choosing a PPO Provider

The PPO plan potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide dental Benefits at a charge that has been contractually agreed upon. Payment for covered services performed by a PPO Provider is based on the Maximum Contract Allowance.

Costs incurred by the Pediatric Enrollee for covered services with a PPO Provider apply towards the Out-of-Pocket Maximum for Pediatric Benefits.

Choosing a Premier Provider

A Premier Provider is a Delta Dental Provider; however, the Premier Provider has not agreed to the features of the PPO plan. The amount charged may be above that accepted by PPO Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Premier Provider's Contracted Fee.

Costs incurred by the Pediatric Enrollee with a Premier Provider do not count towards the Outof-Pocket Maximum for Pediatric Benefits. Coinsurance and other cost-sharing, including balance billed amounts, continue to apply when a Premier Provider is used even if the Out-of-Pocket Maximum for Pediatric Enrollees has been met.

Choosing a Non-Delta Dental Provider

If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO Providers or Premier Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee.

Costs incurred by the Pediatric Enrollee with a Non-Delta Dental Provider do not count towards the Out-of-Pocket Maximum for Pediatric Benefits. Enrollee Coinsurance and other cost-sharing, including balance billed amounts, continue to apply when a Non-Delta Dental Provider is used even if the Out-of-Pocket Maximum for Pediatric Enrollees has been met.

Additional Obligations of PPO and Premier Providers

- The PPO Provider or Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO Provider or Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- The PPO Provider will accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and Delta Dental PPO Contracted Fees.
- By statute, our agreement with our PPO and Premier Providers makes sure you will not be responsible to those Providers for any money we owe.

Upon termination of a PPO Provider's contract with Delta Dental, Delta Dental shall be liable for Benefits for the completion of treatment for Single Procedures begun prior to the termination of the agreement. The terminating Provider will complete:

- a partial or full denture for which final impressions have been taken; and
- all work on every tooth upon which work has been started (such as completion of root canals in progress and delivery of crowns when teeth have been prepared).

If for any reason the Provider is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another PPO Provider.

Delta Dental shall give written notice to the Enrollee within a reasonable time of any termination or breach of contract, or inability to perform by any PPO Provider if the Enrollee will be materially or adversely affected.

How to Submit a Claim

Claims for Benefits must be filed on a standard Claim Form that is available in most dental offices. PPO and Premier Providers will fill out and submit your claims paperwork for you. Some Non-Delta Dental Providers may also provide this service upon your request. If you receive services from a Non-Delta Dental Provider who does not provide this service, you can submit your own claim directly to us. Please refer to the section titled "*Claim Form*" for more information.

Your dental office should be able to assist you in filling out the Claim Form. Fill out the Claim Form completely and send it to:

Delta Dental of California

P.O. Box 997330

Sacramento, CA 95899-7330

Payment Guidelines

We do not pay PPO or Premier Providers any incentive as an inducement to deny, reduce, limit or delay any appropriate service.

If you or your Provider files a claim for services more than 12 months after the date you received the services, payment may be denied. If the services were received from a Non-Delta Dental Provider, you are still responsible for the full cost. If we fail to pay a Non-Delta Dental Dentist, you may be liable to that Provider for the entire cost of services. Delta Dental will reimburse you for any portion of the Provider's fee that is covered by the plan.

If the payment is denied because your PPO or Premier Provider failed to submit the claim on time, you may not be responsible for that payment. However, if you did not tell your PPO or Premier Provider that you were covered under a Delta Dental Policy at the time you received the service, you may be responsible for the cost of that service.

If you need more information concerning how Providers are reimbursed under the Contract, you may call our Customer Service Center toll-free at 800-471-0287.

Provider Relationships

The Primary Enrollee and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to an Enrollee does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

Second Opinions

Delta Dental obtains second opinions through Regional Consultant members of its Quality Review Committee who conduct clinical examinations, prepare objective reports of dental conditions, and evaluate treatment that is proposed or has been provided.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefits determination in response to a request for a Pretreatment Estimate. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of the care provided. Delta Dental will notify the Enrollee and the treating dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the Regional Consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a Regional Consultant, we will pay for all charges.

Enrollees may otherwise obtain second opinions about treatment from any dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

Special Needs

If you believe you have a Special Health Care Need, you should contact our Customer Service Center at 800-471-0287. We will confirm whether such a Special Health Care Need exists and what arrangements can be made to assist you in obtaining Benefits. We will not be responsible for the failure of any Provider to comply with any law or regulation concerning treatment of persons with Special Health Care Needs which is applicable to the Provider.

Facility Accessibility

Many facilities provide Delta Dental with information about special features of their offices, including accessibility information for patients with mobility impairments. To obtain information regarding facility accessibility, contact Delta Dental's Customer Service Center at 800-471-0287.

GRIEVANCES AND APPEALS

If you have questions about any services received, we recommend that you first discuss the matter with your Provider. However, if you continue to have concerns, please call our Customer Service Center. You can also email questions by accessing the "Contact Us" section of our website at deltadentalins.com.

Grievances regarding eligibility, the denial of dental services or claims, the policies, procedures, operations of Delta Dental or the quality of dental services performed by the Provider may be directed in writing to us or by calling us toll-free at 800-471-0287.

When you write, please include the name of the Enrollee, the ID number and your telephone number on all correspondence. You should also include a copy of the Claim Form, claim statement or other relevant information. Your claim statement will have an explanation of the claim review and any grievance process and time limits applicable to such process.

We will notify you and your Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, based upon lack of medical necessity. Any such denial will be based upon a determination by a dentist who holds a non-restricted license in the same or an appropriate specialty that typically manages the dental condition, procedure or treatment under review. You and your Provider have at least 180 days after receiving a notice of denial to request a review in writing to Delta Dental giving reasons why you believe the denial was wrong. You may also ask Delta Dental to examine any additional information you include that may support your grievance.

- "Grievance "means a written or oral expression of dissatisfaction regarding the plan and/or Provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by Pediatric Enrollee or the Enrollee's representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance.
- " Complaint " is the same as "grievance."
- "Complainant " is the same as "grievant," and means the person who filed the grievance including the Enrollee, a representative designated by the Enrollee, or other individual with authority to act on behalf of the Enrollee.

Send your grievance to us at the address shown below:

Delta Dental of California

P.O. Box 997330

Sacramento, CA 95899-7330

We will send you a written acknowledgment within five (5) calendar days upon receipt of your grievance. We will make a full and fair review within 30 days after we receive the grievance. We may ask for more documents if needed. We will send you a decision within 30 days. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Policy, we shall consult with a dentist who has appropriate training

and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. If the grievance involves severe pain and/or imminent and serious threat to a patient's dental health, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the grievance within three (3) days.

Appeals

You may file a complaint with the California Department of Managed Health Care ("Department") after you have completed our grievance procedure or after you have been involved in our grievance procedure for 30 days. You may file a complaint with the Department immediately in an emergency situation, which is one involving severe pain and/or imminent and serious threat to the Enrollee's health.

The Department is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone us, your plan, at **1-800-471-0287** and use our grievance process above before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

You may also be eligible for an Independent Medical Review ("IMR"). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet Website **(http://www.hmohelp.ca.gov)** has complaint forms, IMR application forms and instructions online.

PREMIUM PAYMENT RESPONSIBILITIES

Your Premium is determined by the plan design chosen at the time of enrollment. Premiums are listed in the Policy Variables attached to this Policy. The Enrollee is responsible for making Premium payments.

Each Premium is to be paid on or before its due date. A due date is the day following the last day of the period for which the preceding Premium was paid. You may pay your Premium by visiting our website at deltadentalins.com or by mailing payment to the address below:

Delta Dental of California

P.O. Box 660138

Dallas, TX 75266-0138

In the event of cancellation of enrollment by either Delta Dental or the Policyholder, Delta Dental shall return to the Policyholder the pro rata portion of the Premiums paid to Delta Dental which corresponds to any unexpired period for which payment has been received, together with any amounts due on claims, if any, less any amounts owed to Delta Dental. This provision does not apply if the Policyholder engaged in fraud or deception in obtaining Benefits from Delta Dental or knowingly permitted such fraud or deception by another.

Rate Guarantee

Your Premium rate is guaranteed for each Policy Year based upon the new Enrollee rates in force at the time of your enrollment. The rate guarantee can be less than 12 months if an Enrollee has an Effective Date mid-year due to a Qualifying Status Change or due to other extraordinary circumstance as determined by the Exchange.

Changing Payment Options

Payment options may be changed at any time. The effective date of any change is the date of the next scheduled payment based on your new billing period. You can change your payment option by visiting our website at deltadentalins.com or by contacting our Customer Service Center toll-free at 800-471-0173.

Grace Period on Late Payments

For Enrollees receiving an Advanced Premium Tax Credit (APTC):

If your Premium payment is not received by the first of the month, a grace period of three (3) months will be granted. During the grace period, this Policy shall continue in force. However, your coverage for the second and third months of the grace period will be suspended and claims incurred during the second and third months of the grace period will not be paid unless all Premiums due are paid prior to the expiration of the grace period. If Premiums are received during the grace period, then the Enrollees will be reinstated as of the last day of paid coverage. If Premiums are not received prior to the end of the grace period, coverage will be terminated as of the end of the last day of the first month of the grace period.

For Enrollees not receiving an Advanced Premium Tax Credit (APTC):

A grace period of 31 days will be granted for the payment of each Premium falling due after the first Premium. The grace period will begin after the conclusion of any coverage period for which Delta Dental has received full payment and will extend for 31 days after the conclusion of coverage or for 31 days from the date of notification, whichever is later. This Policy will continue in force during this period; if the Premium remains unpaid at the end of the grace period, this Policy may be terminated by Delta Dental in accordance with the notice requirements. In the event this Policy is terminated, Policyholder will owe Delta Dental unpaid Premiums due before this Policy was terminated.

GENERAL PROVISIONS

Public Policy Participation By Enrollees

Delta Dental's Board of Directors includes Enrollees who participate in establishing Delta Dental's public policy regarding Enrollees through periodic review of Delta Dental's Quality Assessment program reports and communications from Enrollees. Enrollees may submit any suggestions regarding Delta Dental's public policy in writing to:

> Delta Dental of California Customer Service Center P.O. Box 997330 Sacramento, CA 95899-7330

Entire Policy; Changes

This Policy, including any application and Attachments, constitutes the entire contract of insurance. No change to this Policy shall be valid until approved by our executive officer and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

Severability

If any part of this Policy or an amendment of it is found by a court or other authority to be illegal, void or not enforceable, all other portions of this Policy will remain in full force and effect.

Incontestability

After three (3) years from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by you in the application for this Policy will be used to void this Policy or to deny a claim for loss incurred or disability commencing after the expiration of such 3-year period.

No claim for loss incurred or disability commencing after three (3) years from the date of issue of this Policy shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed prior to the Effective Date of this Policy.

Clinical Examination

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, information and records relating to the treatment provided to you as may be required to administer the claim. Examination may be required by a dental consultant retained by us in or

near your community or residence. We will in every case hold such information and records confidential.

Notice of Claim Form

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address in the *"Written Notice of Claim/Proof of Loss"* section.

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

Written Notice of Claim/Proof of Loss

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

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

Send your Notice of Claim/Proof of Loss to us at the address shown below:

Delta Dental of California P.O. Box 997330 Sacramento, CA 95899-7330

Time of Payment

Claims payable under this Policy for any loss other than loss for which this Policy provides an periodic payment will be processed no later than 30 days after written proof of loss is received in y the form required by the terms of this Policy. We will notify you and your Provider of any additional information needed to process the claim within this 30 day period.

To Whom Benefits Are Paid

It is not required that the service be provided by a specific Provider. Payment for services provided by a PPO or Premier Provider will be made directly to the Provider. Any other payments provided by this Policy will be made to you. All Benefits not paid to the Provider will

be payable to you or to your estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his or her parent, guardian or other person actually supporting him or her.

Misstatements on Application; Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under this Policy, all statements made by you will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Policy unless it is contained in a written application. If any misstatement would materially affect the rates, we reserve the right to adjust the Premium to reflect your actual circumstances at time of application or to terminate your Policy.

Legal Actions

No action at law or in equity will be brought to recover on this Policy prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of this Policy. No action can be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by this Policy.

Conformity with Applicable Laws

All legal questions about this Policy will be governed by the state of California where this Policy was entered into and is to be performed. Any part of this Policy that conflicts with the laws of California, specifically Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1, of Title 28 of the California Code of Regulations, or federal law is hereby amended to conform to the minimum requirements of such laws. Any provision required to be in this Policy by either of the above shall bind Delta Dental whether or not provided in this Policy.

Holding Company

Delta Dental is a member of the insurance holding company system of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements. It is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

Third Party Administrator ("TPA")

Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Policy. Any TPA providing such services or receiving such information shall enter into a separate business associate agreement with Delta Dental

providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

Organ and Tissue Donation

Donating organ and tissue provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak to your physician. Organ donation begins at the hospital when a person is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities.

Impossibility of Performance

Neither party (Policyholder or Delta Dental) shall be liable to the other or be deemed to be in breach of this Policy for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

Non-Discrimination

Delta Dental is committed to ensuring that no person is excluded from, or denied the benefits of our services, or otherwise discriminated against on the basis of race, color, national origin, disability, age, genetic testing, sexual orientation or gender identity. Any person who believes that he or she has individually, or as a member of any specific class of persons, been subjected to discrimination may file a complaint in writing to:

Delta Dental of California P.O. Box 997330 Sacramento, CA 95899-7330

Attachment A Deductibles, Maximums, Policy Benefit Levels and Enrollee Coinsurances

| Deductibles & Maximums for Adult Benefits (age 19 and older) | | | | |
|---|--|----------------------|--|--|
| | Delta Dental PPO | Non-Delta Dental PPO | | |
| Annual Deductible ¹ | The annual Deductible is waived for Diagnostic and Preventive Services.The annual Deductible is waived Diagnostic and Preventive Service | | | |
| Enrollee | \$50 each Calendar Year \$50 each Calendar Year | | | |
| Family | None | None | | |
| Office Copay | \$0 \$0 | | | |
| Annual Maximum | I Maximum | | | |
| Enrollee | \$1,500 each Calendar Year | | | |

¹Each adult is responsible for an individual Deductible.

| Policy Benefit Levels & Enrollee Coinsurances for Adult Benefits (age 19 and older) | | | | |
|--|---|---------------------------------------|---------------------------|-----------------------|
| Dental Service Category | Delta Der | Delta Dental PPO ¹ Non-Del | | |
| | Delta Dental ² | Enrollee ² | Delta Dental ² | Enrollee ² |
| Diagnostic and Preventive Services -Oral Exam -Preventive – Cleaning -Preventive – X-ray -Sealants per tooth -Topical Fluoride Application | 100% | 0% | 90% | 10% |
| -Space Maintainers - Fixed Basic Services -Restorative Procedures -Periodontal Maintenance Services | 80% | 20% | 70% | 30% |
| Major Services -Periodontics (other than maintenance) -Endodontics -Crowns and Casts -Prosthodontics -Oral Surgery | 50% | 50% | 50% | 50% |
| Orthodontia -Medically Necessary Orthodontia | Not Covered | | Not Co | |
| Waiting Periods | Major Services are limited to Adult Enrollees who have been enrolled in the Policy for 6 consecutive months. ³ | | | |

¹Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

²Delta Dental will pay or otherwise discharge the Policy Benefit Level according to the Maximum Contract Allowance for covered services. Note: Policy Benefit Levels differ between Delta Dental PPO Providers and Non-Delta Dental PPO Providers. The greatest benefits – including out-of-pocket savings – occur when covered services are received by a Delta Dental PPO Provider. The amount charged to Enrollees for covered services performed by a Non-Delta Dental PPO Provider may be above that accepted by Delta Dental PPO Providers, and Enrollees will be responsible for balance billed amounts

³Waiting Periods are calculated for each Adult Enrollee from the Effective Date of Coverage reported by the Exchange for said Adult Enrollee. Prior coverage for Adult Enrollees will be credited towards the adult Waiting Period under this dental plan once proof of such coverage is provided (copy of prior carrier's EOC and last bill). In order for prior coverage to be credited, such prior coverage must be uninterrupted and occur immediately preceding the election of this plan.

| Deductibles & Maximums for Pediatric Benefits (age under 19) | | | |
|---|--|---|--|
| | Delta Dental PPO | Non-Delta Dental PPO | |
| Annual Deductible ¹ | The annual Deductible is waived for Diagnostic and Preventive Services. | The annual Deductible is waived for Diagnostic and Preventive Services. | |
| Pediatric Enrollee | \$65 each Calendar Year | \$65 each Calendar Year | |
| Family | \$130 each Calendar Year | \$130 each Calendar Year | |
| Office Copay | \$0 | \$0 | |
| Annual Maximum | | | |
| Enrollee | None | None | |
| Out-of-Pocket Maximum ² | | | |
| Pediatric Enrollee | \$350 each Calendar Year | None | |
| Multiple Pediatric Enrollees | \$700 each Calendar Year | | |

¹ In a coinsurance plan, each child is responsible for the individual Deductible unless the family Deductible has been met. Once a child's individual Deductible or the family Deductible is reached, cost sharing applies until the child's Out-of-Pocket Maximum is reached.

In a plan with two or more children, cost sharing payments made by each individual child for in-network services contribute to the family in-network Deductible, if applicable, as well as the family Out-of-Pocket Maximum.

In a plan with two or more children, cost sharing payments made by each individual child for out-of-network covered services contribute to the family out-of-network Deductible, if applicable, and do not accumulate to the family Out-of-Pocket Maximum.

² Out-of-Pocket Maximum applies only to Essential Health Benefits that are provided by Delta Dental PPO Providers for Pediatric Enrollees. Once the amount paid by Pediatric Enrollee(s) equals the Out-of-Pocket Maximum, no further payment will be required by the Pediatric Enrollee(s) for the remainder of the Calendar Year for covered services received from Delta Dental PPO Providers. Enrollee Coinsurance and other cost sharing, including balance billed amounts, will continue to apply for covered services from Delta Dental Premier or Non-Delta Dental PPO Providers even after the Out-of-Pocket Maximum is met.

If two or more Pediatric Enrollees are covered, the financial obligation for covered services received from Delta Dental PPO Providers is not more than the multiple Pediatric Enrollees Out-of-Pocket Maximum. However, once a Pediatric Enrollee meets the Out-of-Pocket Maximum for one covered Pediatric Enrollee, that Pediatric Enrollee will have satisfied his/her Out-of-Pocket Maximum. Other covered Pediatric Enrollees must continue to pay Enrollee Coinsurance for covered services received from Delta Dental PPO Providers until the total amount paid reaches the Out-of-Pocket Maximum for multiple Pediatric Enrollees.

| Policy Benefit Levels & Enrollee Coinsurances for Pediatric Benefits (age under 19) | | | | |
|--|---------------------------|-----------------------|---------------------------|-------------------------|
| Dental Service Category | Delta De | ntal PPO ¹ | Non-Delta | Dental PPO ¹ |
| | Delta Dental ² | Enrollee ² | Delta Dental ² | Enrollee ² |
| Diagnostic and Preventive Services -Oral Exam -Preventive – Cleaning -Preventive – X-ray -Sealants per Tooth -Topical Fluoride Application -Space Maintainers - Fixed | 100% | 0% | 90% | 10% |

| Basic Services -Restorative Procedures -Periodontal Maintenace Services | 80% | 20% | 70% | 30% |
|--|------|-----|-----|-----|
| Major Services | | | | |
| -Periodontics (other than maintenance) | | | | |
| -Endodontics | 50% | 50% | 50% | 50% |
| -Crowns and Casts | | | | |
| -Prosthodontics | | | | |
| -Oral Surgery | | | | |
| Orthodontia ³ | | | | |
| -Medically Necessary Orthodontia | 50% | 50% | 50% | 50% |
| (requires prior authorization) | | | | |
| Waiting Periods | None | | | |

¹Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

²Delta Dental will pay or otherwise discharge the Policy Benefit Level according to the Maximum Contract Allowance for covered services. Note: Policy Benefit Levels differ between Delta Dental PPO Providers and Non-Delta Dental PPO Providers. The greatest benefits – including out-of-pocket savings – occur when covered services are received by a Delta Dental PPO Provider. The amount charged to Enrollees for covered services performed by a Non-Delta Dental PPO Provider may be above that accepted by Delta Dental PPO Providers, and Enrollees will be responsible for balance billed amounts.

³Member cost share for Medically Necessary Orthodontia services applies to course of treatment, not individual benefit years within a multi-year course of treatment. This member cost share applies to the course of treatment as long as the member remains enrolled in the plan.

Attachment B Services, Limitations and Exclusions

Description of Dental Services for Adult Benefits (age 19 and older)

Delta Dental will pay or otherwise discharge the Policy Benefit Level shown in Attachment A for the following services:

• Diagnostic and Preventive Services

- Diagnostic: procedures to aid the Provider in determining required dental treatment.
 Preventive: cleaning (periodontal cleaning in the presence of inflamed gums is considered to be a Basic Service for payment purposes).
- (3) Specialist Consultations: opinion or advice requested by a general dentist.

Basic Services

- (1) General Anesthesia or when administered by a Provider for covered Oral Surgery or selected endodontic and periodontal surgical procedures.
- (2) Periodontal Cleanings: periodontal maintenance.
- (3) Palliative: emergency treatment to relieve pain.
- (4) Restorative: amalgam and resin-based composite restorations (fillings) and prefabricated restorations for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay).

Major Services

- (1) Crowns and treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam or resin-based composites.
- (2) Prosthodontics: procedures for construction of fixed bridges, partial or complete dentures and the repair of fixed bridges.
- (3) Oral Surgery: extractions and certain other surgical procedures (including pre-and post-operative care).
- (4) Endodontics: treatment of diseases and injuries of the tooth pulp.
- (5) Periodontics: treatment of gums and bones supporting teeth.
- (6) Denture Repairs: repair to partial or complete dentures, including rebase procedures and relining.

Note on additional Benefits during pregnancy

When an Enrollee is pregnant, Delta Dental will pay for additional services to help improve the oral health of the Enrollee during the pregnancy. The additional services each Calendar Year while the Enrollee is covered under the Policy include one (1) additional oral exam and either one (1) additional routine cleaning; one (1) additional periodontal scaling and root planing per quadrant; or one (1) additional periodontal maintenance procedure. Written confirmation of the pregnancy must be provided by the Enrollee or her Provider when the claim is submitted.

Limitations for Adult Benefits (age 19 and older)

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

Examples of Optional Services:

- a) a composite restoration instead of an amalgam restoration on posterior teeth;
- b) a crown where a filling would restore the tooth;
- c) an inlay/onlay instead of an amalgam restoration; or

d) porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown).

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

- (2) Delta Dental will pay for oral examinations (except after hours exams and exams for observation) no more than twice in a calendar year.
- (3) Delta Dental will pay for cleanings (including periodontal cleanings in the presence of inflamed gums or any combination thereof) no more than twice in a Calendar Year. A full mouth debridement is allowed once in a lifetime and counts toward the cleaning frequency in the year provided. Note that periodontal cleanings, Procedure Codes that include periodontal cleanings, and full mouth debridement are covered as a Basic Benefit, and routine cleanings are covered as a Diagnostic and Preventive Benefit. See note on additional Benefits during pregnancy.
- (4) X-ray limitations:
 - a) Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
 - b) When a panoramic film is submitted with supplemental film(s), Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
 - c) If a panoramic film is taken in conjunction with an intraoral complete series, Delta Dental considers the panoramic film to be included in the complete series
 - d) A complete intraoral series and panoramic film are each limited to once every 60 months.
 - e) Bitewing x-rays are limited to one (1) time each Calendar Year. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
- (5) Pulp vitality tests are allowed once per day when definitive treatment is not performed.
- (6) Specialist Consultations are limited to once per lifetime per Provider and count toward the oral exam frequency.
- (7) Delta Dental will not cover to replace amalgam and resin-based composite restorations (fillings) and prefabricated restorations within 24 months of treatment if the service is provided by the same Provider/Provider office. Replacement restorations, including reattachment of a tooth fragment, within 24 months are included in the fee for the original restoration.
- (8) Protective restorations (sedative fillings) are allowed once per tooth per lifetime when definitive treatment is not performed on the same date of service.
- (9) Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
- (10) Pulpal therapy (resorbable filling) is limited to once in a lifetime. Retreatment of root canal therapy by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (11) Hemisection (including any root removal), not including root canal therapy, root amputation per root, internal root repair of perforation defects and incomplete endodontic therapy; inoperable, unrestorable or fractured tooth, are limited to once in a lifetime.
- (12) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (13) Pin retention is covered not more than once in any 24-month period.
- (14) Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
- (15) Periodontal limitations:
 - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24month period. See note on additional Benefits during pregnancy.
 - b) Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing.
 - c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
 - d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
 - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
- (16) Oral Surgery services are covered once in a lifetime except removal of benign odontogenic cysts or tumors, excision of benign lesions and incision and drainage procedures, which are covered once in the same day.

- (17) General anesthesia, intravenous moderate (conscious) sedation is a benefit only when provided by a dentist in conjunction with covered oral surgery procedures or selected endodontic and periodontal surgical procedures.
- (18) Crowns and Inlays/Onlays are covered not more often than once in any 60 month period except when Delta Dental determines the existing Crown or Inlay/Onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
- (19) Core buildup, including any pins, are covered not more than once in any 60 month period.
- (20) Post and core services are covered not more than once in any 60 month period.
- (21) Crown repairs are covered not more than once in any 60 month period.
- (22) When allowed within six (6) months of a restoration, the Benefit for a Crown, Inlay/Onlay or fixed prosthodontic service will be reduced by the Benefit paid for the restoration.
- (23) Denture Repairs are covered not more than once in any six (6) month period except for fixed Denture Repairs which are covered not more than once in any 60 month period.
- (24) Prosthodontic appliances that were provided under any Delta Dental program will be replaced only after 60 months have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Replacement of a prosthodontic appliance is not provided under a Delta Dental program will be made if Delta Dental determines it is unsatisfactory and cannot be made satisfactory.
- (25) When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
- (26) Recementation of Crowns, Inlays/Onlays, indirectly fabricated or prefabricated post and core, or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a lifetime by the same Provider/Provider office.
- (27) The initial installation of a prosthodontic appliance is not a Benefit unless the prosthodontic appliance, bridge or denture is made necessary by natural, permanent teeth extraction occurring during a time the Enrollee was under a Delta Dental plan.
- (28) Occlusal adjustment limited, is allowed once in a 60-month period.
- (29) Delta Dental limits payment for dentures to a standard partial or complete denture (Enrollee Coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
 - a) Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
 - b) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to two (2) per arch in a Calendar Year and relining is limited to one (1) per arch in a six (6) month period.
 - c) Tissue conditioning is limited to two (2) per arch in a 12-month period. However, tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture reline or rebase service.
 - d) Recementation of fixed partial dentures is limited to once in a lifetime.

Exclusions for Adult Benefits (age 19 and older) Delta Dental does not pay Benefits for:

- (1) treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- (2) cosmetic surgery or procedures for purely cosmetic reasons.
- (3) maxillofacial prosthetics.
- (4) provisional and/or temporary restorations.
- (5) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for medically diagnosed congenital defects or birth abnormalities.

- (6) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, complete occlusal adjustments or Night Guards/Occlusal guards and abfraction.
- (7) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.
- (8) prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.
- (9) charges for anesthesia, other than General Anesthesia and IV Sedation administered by a Provider in connection with covered Oral Surgery or selected endodontic and periodontal surgical procedures.
- (10) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- (11) services for implants(prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prosthesis), their removal or other associated procedures.
- (12) indirectly fabricated resin-based Inlays/Onlays.
- (13) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.
- (14) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.
- (15) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening, tobacco counseling or broken appointments are not separately payable procedures.
- (16) dental practice administrative services including, but not limited to, preparation of claims, any nontreatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- (17) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- (18) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Policy, will be the responsibility of the Enrollee and not a covered Benefit.
- (19) Deductibles, amounts over plan maximums and/or any service not covered under the dental plan.
- (20) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- (21) the initial placement of any prosthodontic appliance, unless such placement is needed to replace one or more natural, permanent teeth extracted while the Enrollee is covered under the Policy or was covered under any dental care plan with Delta Dental. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such denture or fixed bridge must include the replacement of the extracted tooth or teeth.
- (22) services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) including orthodontic related services such as cephalometric x-rays, oral/facial photographic images and diagnostic casts, surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth and surgical repositioning of teeth.
- (23) services for any disturbance of the temporomandibular (jaw) joints (TMJ) or associated musculature, nerves and other tissues.
- (24) services or supplies for sealants, fluoride, space maintainers, apexification and transseptal fiberotomy/supra crestal fiberotomy.

Description of Dental Services for Pediatric Benefits (under age 19)

Delta Dental will pay or otherwise discharge the Contract Benefit Level shown in Attachment A for Essential Health Benefits when provided by a Provider and when necessary and customary under generally accepted dental practice standards and for medically necessary Orthodontic Services. Orthodontic treatment is a benefit of this dental plan only when medically necessary as evidenced by a severe handicapping malocclusion and when a prior authorization is obtained. Severe handicapping malocclusion is not a cosmetic condition. Teeth must be severely misaligned causing functional problems that compromise oral and/or general health. Benefits for medically necessary orthodontics will be provided in periodic payments based on continued enrollment.

• Diagnostic and Preventive Services

- (1) Diagnostic: procedures to aid the Provider in determining required dental treatment.
- (2) Preventive: cleaning (periodontal cleaning in the presence of inflamed gums is considered to be a Basic Benefit for payment purposes), topical application of fluoride solutions, space maintainers.
- (3) Sealants: topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose of preventing decay.

(4) Specialist opinion or advice requested by a general dentist.

Basic Services

Consultations:

| (1) | General Anesthesia or IV Sedation: | when administered by a Provider for covered Oral Surgery or selected endodontic and periodontal surgical procedures. |
|-----|---------------------------------------|--|
| (2) | Periodontal Cleanings: | periodontal maintenance. |

- (3) Palliative: emergency treatment to relieve pain.
- (4) Restorative: amalgam and resin-based composite restorations (fillings) and prefabricated stainless steel restorations for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of decay).

Major Services

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|------|-----------------|---|
| (1) | Crowns: | treatment of carious lesions (visible decay of the hard tooth structure) when teeth cannot be restored with amalgam or resin-based composites. |
| (2) | Prosthodontics: | procedures for construction of partial or complete dentures and the repair of fixed bridges; implant surgical placement and removal; and for implant supported prosthetics, including implant repair and recementation. |
| (3) | Oral Surgery: | extractions and certain other surgical procedures (including pre-and post-operative care). |
| (4) | Endodontics: | treatment of diseases and injuries of the tooth pulp. |

- (5) Periodontics: treatment of gums and bones supporting teeth.
- (6) Denture Repairs: repair to partial or complete dentures, including rebase procedures and relining.

Limitations for Pediatric Benefits (under age 19)

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

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

- (2) Claims shall be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised from time to time; therefore, Delta Dental shall use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis.
- (3) If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.
- (4) Exam and cleaning limitations

- a) Delta Dental will pay for periodic and limited oral examinations (except after hours exams and exams for observation) and routine cleanings no more than twice in a Calendar Year. Detailed and Comprehensive oral examinations are covered once per patient per provider. Re-evaluation limited, problem focused exams (established patient; not post-operative visits) are covered up to six (6) times in a three (3) month period and up to a maximum of 12 in a 12 month period. This procedure is not a benefit when provided on the same date of service with a detailed and extensive oral evaluation.
- b) Periodontal maintenance in the presence of inflamed gums are limited to Enrollees age 13 and older once in a Calendar Quarter and only in the 24 months following the last scaling and root planing. A full mouth debridement is included in in the fee for other periodontal procedures and is not payable separately.
- c) Note that periodontal cleanings, Procedure Codes that include periodonotal cleanings, and full mouth debridement are covered as a Basic Benefit, and routine cleanings are covered as a Diagnostic and Preventive Benefit. Periodontal maintenance is only covered when performed following active periodontal therapy.
- d) Caries risk assessments are allowed once in 36 months for Enrollees age three (3) to 19.
- (5) X-ray limitations:
 - a) Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
 - b) When a panoramic film is submitted with supplemental film(s), Delta Dental will limit the total reimbursable amount to the Provider's Accepted Fee for a complete intraoral series.
 - c) If a panoramic film is taken in conjunction with an intraoral complete series, Delta Dental considers the panoramic film to be included in the complete series.
 - d) Intraoral periapical radiographic images are limited to a maximum of 20 in any 12 month period. Intraoral - occlusal radiographic images are limited to two (2) in any six (6) month period.
 - e) A complete intraoral series and panoramic film are each limited to once every 36 months.
 - f) Bitewing x-rays, two or more radiographic images, are limited to once every six (6) months. Bitewing four radiographic images are limited to Enrollees under the age of 10. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
- (6) Cephalometric x-rays and tomographic surveys are covered twice (2) in any 12 month period. Diagnostic casts are covered once per provider and only for the evaluation of Orthodontic Services when covered. If Orthodontic Services are covered, see Orthodontic Limitations as age limits may apply. However, 3D x-rays are not a covered benefit.
- (7) The fee for pulp vitality tests is included in the fees for diagnostic, restorative, endodontic and emergency procedures and is not payable separately.
- (8) Topical application of fluoride solutions is limited to twice in a Calendar Year.
- (9) Space maintainer limitations:
 - a) Space maintainers are limited to the initial appliance for Enrollees through age 17 and covered once per quadrant in a lifetime, except bilateral fixed space maintiners which are covered once per arch in a lifetime.
 - b) Recementation of space maintainer is limited to once per lifetime per applicable arch or quadrant.
 - c) The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different Provider/Provider's office.
- (10) Sealants are limited as follows:
 - a) once per tooth per provider every 36 months and only to permanent molars if they are without caries (decay) or restorations on the occlusal surface.
 - b) repair or replacement of a Sealant on any tooth within 24 months of its application is included in the fee for the original placement by the original provider.
- (11) Delta Dental will not cover replacement of an amalgam, prefabricated crown or resin-based composite restorations (fillings) within 12 months of treatment for primary teeth or 36 months of treatment for permanent teeth. Replacement restorations within 12 months for primary teeth and within 36 months for permanent teeth are included in the fee for the original restoration.

- (12) Protective restorations (sedative fillings) are allowed once per tooth in a six (6) month period when definitive treatment is not performed on the same date of service. The fee for protective restorations are included in the fee for any definitive treatment performed on the same date.
- (13) Therapeutic pulpotomy is limited to once per tooth per lifetime for baby (deciduous) teeth only; an allowance for an emergency palliative treatment is made when performed on permanent teeth.
- (14) Pulpal therapy (resorbable filling) and pulpal debridement are limited to once per tooth per lifetime. Retreatment of root canal therapy by the same Provider/Provider office within 12 months is considered part of the original procedure.
- (15) Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth with the fee for the final visit included in the fee for the final root canal.
- (16) Retreatment of apical surgery by the same Provider/Provider office within 24 months is considered part of the original procedure.
- (17) Pin retention is covered once per tooth per lifetime for permanent teeth. Fees for additional pins on the same tooth on the same date are considered a component of the initial pin placement.
- (18) Palliative treatment is covered per visit, not per tooth, and the fee for palliative treatment provided in conjunction with any procedures other than x-rays or select Diagnostic procedures is considered included in the fee for the definitive treatment.
- (19) Periodontal limitations:
 - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24month period for Enrollees age 13 and older.
 - b) Periodontal surgery in the same quadrant is limited to once in every 36-month period for Enrollees age 13 and older and includes any surgical re-entry or scaling and root planing.
 - c) Periodontal services, including covered graft procedures are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
 - d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
 - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
- (20) Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth are covered once per arch regardless of number of teeth invovled for permanent, anterior teeth only.
- (21) Surgical repositioning of teeth and transseptal fiberotomy/supra crestal fiberotomy, by report procedures are covered once per arch for permanent teeth for patients in active orthodontic treatment.
- (22) Vestibuloplasty ridge extension (secondary epithelialization) is covered once per arch in any 60 month period. Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue) is covered once per arch in a lifetime.
- (23) Removal of lateral exostosis (maxilla or mandible) and of torus madibularis, as well as the surgical reduction of osseous tuberosity, are limited to once per quadrant per lifetime. Removal of torus palatinus is limited to once per lifetime.
- (24) Incision and drainage of abscess intraoral soft tissue is limited to one (1) per quadrant on the same date of service.
- (25) Partial ostectomy/sequestrectomy for removal of non-vital bone is limited to on (1) per quadrant on the same date of service.
- (26) Palital lift prosthesis modification and speech aid prosthesis modification are limited to twice in a 12 month period.

- (27) Crowns, excluding prefabricated crowns, are limited to Enrollees age 13 and older and are covered not more often than once in any 60 month period except when Delta Dental determines the existing Crown is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues. Services will only be allowed on teeth that are developmentally mature.
- (28) Post and core services are covered once in a lifetime on permanent teeth.
- (29) Crown repairs are covered not more than once in any 12 month period.
- (30) When allowed within six (6) months of a restoration, the Benefit for a Crown, Inlay/Onlay or fixed prosthodontic service will be reduced by the Benefit paid for the restoration.
- (31) Removable Denture Repairs are covered not more than twice per arch in any twelve (12) month period. Adding teeth to an existing partial denture is limited to a maximum of three (3) per date of service.
- (32) Implant services are a benefit only when exceptional medical conditions are documented and shall be reviewed by the Delta Dental for medical necessity for prior authorization. Diagnostic and treatment facilitating aids for implants are considered a part of, and included in, the fees for the definitive treatment. Exceptional medical conditions include, but are not limited to:
 - a) cancer of the oral cavity requiring ablative surgery and/or radiation leading to destruction of alveolar bone, where the remaining osseous structures are unable to support conventional dental prostheses.
 - severe atrophy of the mandible and/or maxilla that cannot be corrected with vestibular extension procedures or osseous augmentation procedures, and the patient is unable to function with conventional prostheses.
 - c) skeletal deformities that preclude the use of conventional prostheses (such as arthrogryposis, ectodermal dysplasia, partial anaodontia and cleidocranial dysplasia).
 - d) traumatic destruction of jaw, face or head where the remaining osseous structures are unable to support conventional dental prostheses.
- (33) Fixed partial dentures (bridgework) are not generally covered but shall be considered for prior authorization only when medical conditions or employment preclude the use of a removable partial denture. The Enrollee shall first meet the criteria for a removable partial denture before a fixed partial denture will be considered. Approved fixed partial dentures are a benefit once in a 60 month period and only for Enrollees age 13 and older.

Medical conditions, which preclude the use of a removable partial denture, include:

- a) the epileptic patient where a removable partial denture could be injurious to their health during an uncontrolled seizure,
- b) the paraplegia patient who utilizes a mouth wand to function to any degree and where a mouth wand is inoperative because of missing natural teeth,
- c) patients with neurological disorders whose manual dexterity precludes proper care and maintenance of a removable partial denture.
- (34) Prosthodontics that were provided under any Delta Dental program will be replaced only after 60 months have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Immediate dentures are a benefit once per patient per lifetime. Replacement of a prosthodontic appliance and/or implant supported prosthesis not provided under a Delta Dental program will be made if Delta Dental determines it is unsatisfactory and cannot be made satisfactory. Services will only be allowed on teeth that are developmentally mature.
- (35) When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.
- (36) Recementation of Crowns, Inlays/Onlays or bridges is included in the fee for the Crown, Inlay/Onlay or bridge when performed by the same Provider/Provider office within 12 months of the initial placement. After 12 months, payment will be limited to one (1) recementation in a 12 month period by the same Provider/Provider office.

- (37) The initial installation of a prosthodontic appliance and/or implants is not a Benefit unless the prosthodontic appliance and/or implant, bridge or denture is made necessary by natural, permanent teeth extraction occurring during a time the Enrollee was under a Delta Dental plan.
- (38) TMJ dysfunction procedures are limited to differential diagnosis and symptomatic care. Not included as a benefit are those TMJ treatment modalities that involve prosthodontia, orthodontia and full or partial occlusal rehabilitation.
- (39) Occlusion analysis mounted case, and occlusal adjustments, limited and complete, are limited to one (1) in 12 months for diagnosed TMJ disfunction only for Enrollees age 13 and older.
- (40) Application of desensitizing medicament is limited to once in a 12 month period for permanent teeth only.
- (41) Delta Dental limits payment for dentures to a standard partial or complete denture (Enrollee Coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments for the first six (6) months after placement and relines for the first 12 months after placement.
 - a) Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment, adjustments are limited to twice in a 12 month period and relining is limited to once in a 12 month period.
 - b) Tissue conditioning is limited to two (2) per prosthesis in a 36 month period. However, tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture reline service.
 - c) Recementation of fixed partial dentures is not a benefit within 12 months of a previous re-cementation by the same provider.
- (42) Limitations on Orthodontic Services
 - a) Services are limited to medically necessary orthodontics when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Orthodontic treatment is a benefit of this dental plan only when medically necessary as evidenced by a severe handicapping malocclusion and when a prior authorization is obtained.
 - b) Orthodontic procedures are a benefit only when the diagnostic casts verify a minimum score of 26 points on the Handicapping Labio-Lingual Deviation (HLD) Index or one of the automatic qualifying conditions below exist.
 - c) The automatic qualifying conditions are:
 - Cleft palate deformity. If the cleft palate is not visible on the diagnostic casts written documentation from a credentialed specialist shall be submitted, on their professional letterhead, with the prior authorization request,
 - ii) Craniofacial anomaly. Written documentation from a credentialed specialist shall be submitted, on their professional letterhead, with the prior authorization request,
 - iii) A deep impinging overbite in which the lower incisors are destroying the soft tissue of the palate,
 - iv) A crossbite of individual anterior teeth causing destruction of soft tissue,
 - v) An overjet greater than 9 mm or reverse overjet greater than 3.5 mm,
 - vi) Severe traumatic deviation.
 - d) The following documentation must be submitted with the request for prior authorization of services by the Provider:
 - i) ADA 2006 or newer claim form with service code(s) requested;
 - ii) Diagnostic study models (trimmed) with bite registration; or OrthoCad equivalent;
 - iii) Cephalometric radiographic image or panoramic radiographic image;
 - iv) HLD score sheet completed and signed by the Orthodontist; and
 - v) Treatment plan.
 - e) The allowances for comprehensive orthodontic treatment procedures (D8080, D8090) include all appliances, adjustments, insertion, removal and post treatment stabilization (retention). No additional charge to the Enrollee is permitted.
 - f) Comprehensive orthodontic treatment includes the replacement, repair and removal of brackets, bands and arch wires by the original Provider.
 - g) Orthodontic procedures are benefits for medically necessary handicapping malocclusion, cleft palate and facial growth management cases for Enrollees under the age of 19 and shall be prior authorized.
 - h) Only those cases with permanent dentition shall be considered for medically necessary handicapping malocclusion, unless the Enrollee is age 13 or older with primary teeth remaining. Cleft palate and craniofacial anomaly cases are a benefit for primary, mixed and permanent dentitions. Craniofacial anomalies are treated using facial growth management.

- i) All necessary procedures that may affect orthodontic treatment shall be completed before orthodontic treatment is considered.
- j) Pre-orthodontic treatment vists are allowed once every three (3) months up to a maximum of six (6) per Enrollee.
- k) Removable and fixed appliance therapy are allowed once per Enrollee age six (6) to 12.
- I) When specialized orthodontic appliances or procedures chosen for aesthetic considerations are provided, Delta Dental will make an allowance for the cost of a standard orthodontic treatment. The Enrollee is responsible for the difference between the allowance made towards the standard orthodontic treatment and the dentist's charge for the specialized orthodontic appliance or procedure.
- Repair of an orthodontic appliance inserted under this dental plan is covered once per appliance per lifetime. The replacement of an orthodontic appliance inserted under this dental plan is covered once per arch per lifetime.
- n) Replacement of a lost or broken retainer is a benefit once per arch in a lifetime and only within 24 months following date of service of orthodontic retention.

Exclusions for Pediatric Benefits (under age 19)

Delta Dental does not pay Benefits for:

- (1) services that are not Essential Health Benefits.
- (2) treatment of injuries or illness covered by workers' compensation or employers' liability laws;services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- (3) cosmetic surgery or procedures for purely cosmetic reasons.
- (4) provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.
- (5) services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to children for medically diagnosed congenital defects or birth abnormalities.
- (6) treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, or complete occlusal adjustments.
- (7) any Single Procedure provided prior to the date the Enrollee became eligible for services under this plan.
- (8) pain killers or experimental/investigational procedures.
- (9) charges for anesthesia, other than general anesthesia and IV sedation administered by a Provider in connection with covered oral surgery or selected endodontic and periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.
- (10) extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
- (11) laboratory processed crowns for Enrollees under age 13.
- (12) interim implants and endodontic endosseous implants.
- (13) indirectly fabricated resin-based Inlays/Onlays.
- (14) charges by any hospital or other surgical or treatment facility and any additional fees charged by the Provider for treatment in any such facility.
- (15) treatment by someone other than a Provider or a person who by law may work under a Provider's direct supervision.
- (16) charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening, tobacco counseling or broken appointments are not separately payable procedures.

- (17) dental practice administrative services including, but not limited to, preparation of claims, any nontreatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- (18) procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- (19) any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- (20) deductibles and/or any service not covered under the dental plan.
- (21) services covered under the dental plan but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- (22) the initial placement of any prosthodontic appliance or implant, unless such placement is needed to replace one or more natural, permanent teeth extracted while the Enrollee is covered under the Contract or was covered under any dental care plan with Delta Dental. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such denture or fixed bridge must include the replacement of the extracted tooth or teeth.
- (23) services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except medically necessary Orthodontics provided a prior authorization is obtained.
- (24) missed and/or cancelled appointments.

Information Concerning Benefits for Delta Dental Individual – Family Dental PPO

THIS MATRIX IS INTENDED TO BE USED TO COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE COMBINED POLICY AND DISCLOSURE FORM SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF PLAN BENEFITS AND LIMITATIONS.

| ADULTS (AGE 19 AND OLDER) | | | |
|---|---|--|--|
| | Delta Dental PPO SM Providers ² | Delta Dental Premier [®] and Non-Delta Dental Providers ² | |
| (A) Deductibles ¹ | | | |
| Per Enrollee | \$50 each Calendar Year | \$50 each Calendar Year | |
| Per Family | None | None | |
| (B) Lifetime Maximums per | • • • • • | - · · · · | |
| Enrollee (C) Annual Out-of-Pocket | \$1,500 each | n Calendar Year | |
| Maximum | 1 | None | |
| (D) Professional Services | Policy B | enefit Levels | |
| Dental Service Category: | | | |
| Allowance for the following servic | e discharge the Policy Benefit Levels ac es: | cording to the Maximum Contract | |
| Diagnostic and Preventive Services | 100% | 90% | |
| Basic Services | 80% | 70% | |
| Major Services ³ | 50% | 50% | |
| Medically Necessary Orthodontic Services | Not a covered benefit | Not a covered benefit | |
| (E) Outpatient Services | Not Covered | | |
| (F) Hospitalization Services | Not Covered | | |
| (G) Emergency Dental Coverage | Benefits for Emergency Services by an Out-of-Network Provider are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief. | | |
| (H) Ambulance Services | Not Covered | | |
| (I) Prescription Drug Coverage | Not Covered | | |
| (J) Durable Medical Equipment | Not Covered | | |
| (K) Mental Health Services | Not Covered | | |
| (L) Chemical Dependency Services | Not Covered | | |
| (M) Home Health Services | Not Covered | | |
| (N) Other | Not Covered | | |

¹ The annual Deductible is waived for Diagnostic and Preventive Services.

² Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

³ Major Services are limited to Adult Enrollees who have been enrolled in the Policy for 6 consecutive months. Waiting Periods are calculated for each Adult Enrollee from the Effective Date of Coverage reported by the Exchange for said Adult Enrollee. Prior coverage for Adult Enrollees will be credited towards the adult Waiting Period under this dental plan once proof of such coverage is provided (copy of prior carrier's EOC and last bill). In order for prior coverage to be credited, such prior coverage must be uninterrupted and occur immediately preceding the election of this plan.

| PEDIATRIC (UNDER AGE 19) | | | |
|---|---|--|--|
| | Delta Dental PPO Providers ² | Delta Dental Premier [®] and Non-Delta Dental Providers ² | |
| (A) Deductibles ¹ | | | |
| Per Enrollee | \$65 each Calendar Year | \$65 each Calendar Year | |
| Per Family | \$130 each Calendar Year | \$130 each Calendar Year | |
| (B) Lifetime Maximums per Enrollee | None | None | |
| (C) Annual Out-of-Pocket Maximum* | | | |
| Individual | \$350 each Calendar Year | None | |
| Multiple Child | \$700 each Calendar Year | None | |
| (D) Professional Services | Policy B | enefit Levels | |
| Dental Service Category: | | | |
| Allowance for the following servic | discharge the Policy Benefit Levels ac es: | ccording to the Maximum Contract | |
| Diagnostic and Preventive Services | 100% | 90% | |
| Basic Services | 80% | 70% | |
| Major Services | 50% | 50% | |
| Medically Necessary Orthodontic Services | 50% | 50% | |
| (E) Outpatient Services | Not Covered | | |
| (F) Hospitalization Services | Not Covered | | |
| (G) Emergency Dental Coverage | Benefits for Emergency Services by an Out-of-Network Provider are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief. | | |
| (H) Ambulance Services | Not Covered | | |
| (I) Prescription Drug Coverage | Not Covered | | |
| (J) Durable Medical Equipment | Not Covered | | |
| (K) Mental Health Services | Not Covered | | |
| (L) Chemical Dependency Services | Not Covered | | |
| (M) Home Health Services | Not Covered | | |
| (N) Other | Not Covered | | |

¹ The annual Deductible is waived for Diagnostic and Preventive Services.

² Reimbursement is based on Delta Dental PPO Contracted Fees for Delta Dental PPO, Delta Dental Premier and Non-Delta Dental Providers.

* Out-of-Pocket Maximum applies only to Essential Health Benefits that are provided by Delta Dental PPO Providers for Pediatric Enrollees. Once the amount paid by Pediatric Enrollee(s) equals the Out-of-Pocket Maximum, no further payment will be required by the Pediatric Enrollee(s) for the remainder of the Calendar Year for covered services received from Delta Dental PPO Providers. Enrollee Coinsurance and other cost sharing, including balance billed amounts, will continue to apply for covered services from Non-Delta Dental Providers even after the Out-of-Pocket Maximum is.

If two or more Pediatric Enrollees are covered, the financial obligation for covered services received from Delta Dental PPO Providers is not more than the multiple Pediatric Enrollees Out-of-Pocket Maximum. However, once a Pediatric Enrollee meets the Out-of-Pocket Maximum for one covered Pediatric Enrollee, that Pediatric Enrollee will have satisfied his/her Out-of-Pocket Maximum. Other covered Pediatric Enrollees must continue to pay Enrollee Coinsurance for covered services received from Delta Dental PPO Providers until the total amount paid reaches the Out-of-Pocket Maximum for multiple Pediatric Enrollees.

POLICY VARIABLES Information in this Attachment is variable.

Policyholder: [Insert Name]

Effective Date: [Insert Effective Date]

Policy Year: [Insert Policy Year]

Policy ID Number: [Insert Policy Number]

Premium Remittance:

[Each Premium is to be paid to the Exchange. Please contact the exchange for the appropriate remittance address.]

[Each Premium is to be paid to: Delta Dental of California P.O. Box 660138 Dallas, TX 75266-0138]

Monthly Premium:

[XXXX]