

Nevada Pacific Dental

Individual Dental Contract and Evidence of Coverage

Policy Effective Date: January 1, 2014

Nevada Pacific Dental

2720 N. Tenaya Way

Las Vegas, Nevada 89128

800-926-0925

Individual Dental Contract and Evidence of Coverage

This *Dental Contract/Evidence of Coverage* ("EOC") sets forth your rights and obligations as the Contract holder. It is important that you READ YOUR CONTRACT/EOC CAREFULLY and familiarize yourself with its terms and conditions.

Nevada Pacific Dental ("Company") agrees to provide Coverage for Dental Services to Covered Persons, subject to the terms, conditions, exclusions and limitations of the Contract. The Contract is issued on the basis of the Contract holder's application and payment of the required Premium. The Contract holder's application is made a part of the Contract.

The Contract will take effect on the date specified in the Contract and will be continued in force by the timely payment of the required Premium when due, subject to termination of the Contract as provided. All Coverage under the Contract will begin at 12:01 a.m. and end at 12:00 midnight at the Contract holder's address.

The Contract is delivered in and governed by the laws of the State of Nevada.

10-DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Please read this Contract. If you are not satisfied, you may notify us within 10 days after you received it. Any Premium paid will be refunded, less claims paid. This Contract will then be void from its start.

Introduction

The Contract holder and any of your Covered Dependents are eligible for Coverage under the Contract/Evidence of Coverage if the required Premiums have been paid. The Contract/Evidence of Coverage is referred to in this *EOC* as the "Contract" and is designated on the identification ("ID") card.

Coverage is subject to the terms, conditions, exclusions, and limitations of the Contract. This document describes the provisions of Coverage.

For Dental Services rendered after the effective date of the Contract, this Contract replaces and supersedes any Contract, which may have been previously issued to the Contract holder by the Company. Any subsequent Contracts issued to the Contract holder by the Company will in turn supersede this Contract.

How To Use This Contract

This *Contract* should be read and re-read in its entirety. Many of the provisions of this Contract and the attached *Schedule of Covered Dental Services* are interrelated; therefore, reading just one or two provisions may not give you an accurate impression of your Coverage.

Your *Contract* and *Schedule of Covered Dental Services* may be modified by the attachment of Riders and/or Amendments. Please read the provision described in these documents to determine the way in which provisions in this *Contract* or *Schedule of Covered Dental Services* may have been changed.

Many words used in this *Contract* and *Schedule of Covered Dental Services* have special meanings. These words will appear capitalized and are defined for you in *Section 1: Definitions*. By reviewing these definitions, you will have a clearer understanding of your *Contract* and *Schedule of Covered Dental Services*.

When we use the words "we," "us," and "our" in this document, we are referring to Nevada Pacific Dental. When we use the words "you" and "your" we are referring to Covered Person as the term is defined in *Section 1: Definitions*.

From time to time, the Contract may be amended. When that happens, a new *Contract*, *Schedule of Covered Dental Services* or Amendment pages for this *Contract* or *Schedule of Covered Dental Services* will be sent to you. Your *Contract* and *Schedule of Covered Dental Services* should be kept in a safe place for your future reference.

Dental Services Covered Under the Contract

In order for Dental Services to be Covered, you must obtain all Dental Services directly from or through a Participating Dentist.

You must always verify the participation status of a Dentist prior to seeking services. From time to time, the participation status of a Dentist may change. You can verify the participation status by calling the Company and/or Dentist. If necessary, the Company can provide assistance in referring you to Participating Dentists. If you use a Dentist that is not a Participating Dentist, you will be required to pay the entire bill for the services you received.

Only Necessary Dental Services are Covered under the Contract. The fact that a Dentist has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment, for a dental disease does not mean that the procedure or treatment is Covered under the Contract.

The Company reserves the right to change, interpret, modify, withdraw or add benefits or terminate the Contract, as permitted by law, without the approval of the Contract holder. No person or entity has any authority to make any oral changes or amendments to the Contract.

The Company may, in certain circumstances for purposes of overall cost savings or efficiency, provide Coverage for services, which would otherwise not be Covered. The fact that the Company does so in any particular case will not in any way be deemed to require it to do so in other similar cases.

The Company may arrange for various persons or entities to provide administrative services in regard to the Contract, including claims processing and utilization management services. The identity of these service providers and the nature of the services provided may be changed from time to time and without prior notice to or approval by the Contract holder. You must cooperate with those persons or entities in the performance of their responsibilities.

Similarly, the Company may, from time to time, require additional information from you to verify your eligibility or your right to receive Coverage for services under the Contract. You are obligated to provide this information. Failure to provide required information may result in Coverage being delayed or denied.

Important Note About Services

The Company does not provide Dental Services or practice dentistry. Rather, the Company arranges for Dentists to participate in a Network. Participating Dentists are independent practitioners and are not employees of the Company. The Company compensates its' Dentist's using direct reimbursement, discounted fee for service, fee for service and capitation. The Dentist also receives compensation from Covered Persons who pay a defined "Copayment" for specific Dental Services. In addition, there may be occasions when a program may provide supplemental payments for specific Dental Procedures. These arrangements may include financial incentives to promote the delivery of dental care in a cost efficient and effective manner. Such financial incentives are not intended to impact your access to Necessary Dental Services.

The payment methods used to pay any specific Participating Dentist vary. The method may also change at the time Dentists renew their contracts with the Company. If you have questions about whether there are any financial incentives in your Participating Dentist's contract with the Company, please contact the Company at the telephone number on your ID card. The Company can advise you whether your Participating Dentist is paid by any financial incentive, however, the specific terms, including rates of payment, are confidential and cannot be disclosed.

The Dentist-patient relationship is between you and your Dentist. This means that:

- You are responsible for choosing your own Dentist.
- You must decide if any Dentist treating you is right for you. This includes Participating Dentists who you choose or Dentists to whom you have been referred.
- You must decide with your Dentist what care you should receive.
- Your Dentist is solely responsible for the quality of the care you receive.

The Company makes decisions about eligibility and if a benefit is a Covered benefit under the Contract. These decisions are administrative decisions. The Company is not liable for any act or omission of a Dentist.

Important Information Regarding Medicare

Coverage under the Contract is not intended to supplement any coverage provided by Medicare, but in some circumstances Covered Persons who are eligible for or enrolled in Medicare may also be Covered under the Contract. If you are eligible for or enrolled in Medicare, please read the following information carefully.

If you are eligible for Medicare, you must enroll for and maintain coverage under both Medicare Part A and Part B. If you don't enroll the Company will pay benefits under the Contract as if you were covered under both Medicare Part A and Part B and you will incur a larger out of pocket cost for Health Services.

If, in addition to being Covered under the Contract, you are enrolled in a *Medicare Advantage* (Medicare Part C) plan, you must follow all rules of that plan that require you to seek services from that plan's Participating Dentists. We will pay any benefits available to you under the Contract as if you had followed all rules of the *Medicare Advantage* plan. If you don't follow the rules of the *Medicare Advantage* plan, you will incur a larger out of pocket cost for Dental Services.

If, in addition to being Covered under the Contract, you are enrolled in a Medicare Prescription Drug (Medicare Part D) plan through either a *Medicare Advantage* plan with a prescription drug benefit (MA-PD), a special-needs plan (SNP-PD) or a standalone Prescription Drug Plan (PDP), you must follow all rules of that plan that require you to seek services from that plan's participating pharmacies. We will pay any benefits available to you under the Contract as if you had followed all rules of the Medicare Part D plan. If you don't follow the rules of the Medicare Part D plan, you will incur a larger out of pocket cost for prescription drugs.

Identification ("ID") Card

You must show your ID card every time you request Dental Services. If you do not show your card, the Dentists have no way of knowing that you are Covered under a Contract issued by the Company and you may receive a bill.

Contact the Company

Throughout this *Contract* you will find statements that encourage you to contact the Company for further information. Whenever you have a question or concern regarding Dental Services or any required procedure, please contact the Company at the telephone number stated on your ID card.

Table of Contents

- Section 1: Definitions6**
- Section 2: Application and Effective Date of Coverage 10**
- Section 3: Termination of Coverage..... 12**
- Section 4: Reimbursement..... 15**
- Section 5: Complaint Procedures..... 16**
- Section 6: General Provisions 18**
- Section 7: Premiums 21**
- Section 8: Subrogation..... 23**
- Section 9: Procedures for Obtaining Benefits..... 24**
- Section 10: Covered Dental Services 28**
- Section 11: General Exclusions and Limitations..... 29**

Section 1: Definitions

This Section defines the terms used throughout this *Contract* and *Schedule of Covered Dental Services* and is not intended to describe Covered or uncovered services.

Amendment - any attached description of additional or alternative provisions to the Contract. Amendments are effective only when signed by an officer of the Company. Amendments are subject to all conditions, limitations and exclusions of the Contract except for those which are specifically amended.

CDT Codes - mean the Current Dental Terminology for the current Code on Dental Procedures and Nomenclature (the Code). The Code has been designated as the national standard for reporting dental services by the Federal Government under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), and is currently recognized by third party payors nationwide.

Congenital Anomaly - a physical developmental defect that is present at birth and identified within the first twelve months from birth.

Contract - the group Contract and Evidence of Coverage, the application, Amendments and Riders which constitute the agreement regarding the benefits, exclusions and other conditions between the Company and the Contract holder.

Contract holder – means the person to whom the Contract is issued.

Copayment - the charge you are required to pay for certain Dental Services payable under the Contract. A Copayment is a defined dollar amount. You are responsible for the payment of any Copayment directly to the Dentist at the time of service or when billed by the Dentist.

Coverage or Covered - the entitlement by a Covered Person to Dental Services Covered under the Contract, subject to the terms, conditions, limitations and exclusions of the Contract. Dental Services must be provided: (1.) when the Contract is in effect; and (2.) prior to the date that any of the individual termination conditions as stated in *Section 3: Termination of Coverage* occur; and (3.) only when the recipient is a Covered Person and meets all eligibility requirements specified in the Contract.

Covered Person – either the Contract holder or a Covered Dependent, while Coverage of such person under the Contract is in effect. References to you and your throughout this *Contract* are references to a Covered Person.

Dental Service or Dental Procedures - dental care or treatment provided by a Dentist to a Covered Person while the Contract is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

Dentist - any dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

Dependent - (1.) the Contract holder's legal spouse. All references to the spouse of a Contract holder shall include a Domestic Partner; or (2.) a dependent child of the Contract holder or the Contract holder's spouse (including a natural child, stepchild, a legally adopted child, a child placed for adoption, or a child for whom legal guardianship has been awarded to the Contract holder or the Contract holder's spouse). The term child also includes a grandchild of either the Contract holder or the Contract holder's spouse. To be eligible for Coverage under the Contract, a Dependent must reside within the United States. The definition of Dependent is subject to the following conditions and limitations:

- A. The term "Dependent" will not include any dependent child 26 years of age or older, except as stated in *Section 3: Termination of Coverage, sub-section 3.3: Extended Coverage for Handicapped Children*.

The Contract holder agrees to reimburse the Company for any Dental Services provided to the child at a time when the child did not satisfy these conditions.

The term Dependent also includes a child for whom dental care coverage is required through a Qualified Medical Child Support Order or other court or administrative order.

Domestic Partner - a person of the opposite or same sex with whom the Contract holder has established a Domestic Partnership. In no event, will a person's legal spouse be considered a Domestic Partner.

Domestic Partnership - a relationship between the Contract holder and one other person of the opposite or same sex. The following requirements apply to both persons:

- They share the same permanent residence and the common necessities of life;
- They are not related by blood or a degree of closeness which would prohibit marriage in the law of state in which they reside;
- Each is at least 18 years of age;
- Each is mentally competent to consent to contract;
- Neither is currently married to, or Domestic Partner of, another person under either a statutory or common law;
- The Contract holder and Domestic Partner must be registered in the state of Nevada.

Eligible Expenses – Eligible Expenses for Covered Dental Services, incurred while the Contract is in effect, are the Company's contracted fee(s) for Covered Dental Services with that Dentist.

Emergency - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

Experimental, Investigational or Unproven Services - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding Coverage in a particular case, is determined to be:

- A. Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- B. Subject to review and approval by any institutional review board for the proposed use; or
- C. The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- D. Not demonstrated through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

Foreign Services - are defined as services provided outside the U.S. and U.S. territories.

Medicare – Parts A, B, C, and D of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

Necessary - Dental Services and supplies which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate; and

- A. necessary to meet the basic dental needs of the Covered Person; and
- B. rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service; and

- C. consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company; and
- D. consistent with the diagnosis of the condition; and
- E. required for reasons other than the convenience of the Covered Person or his or her Dentist; and
- F. demonstrated through prevailing peer-reviewed dental literature to be either:
 - 1. safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
 - 2. safe with promising efficacy
 - a. for treating a life threatening dental disease or condition; and
 - b. in a clinically controlled research setting; and
 - c. using a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dentist has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this *Contract*. The definition of Necessary used in this *Contract* relates only to Coverage and differs from the way in which a Dentist engaged in the practice of dentistry may define necessary.

Network - a group of Dentists who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Covered Persons. The participation status of Dentists will change from time to time.

Network Benefits - benefits available for Covered Dental Services when provided by a Dentist who is a Participating Dentist.

Non-Participating Dentist - a Dentist who is not a participant in the Network. If you seek treatment from a Non-Participating Dentist, and have not received prior authorization from the dental plan, you will not be Covered under the dental plan for the services where there was no such prior authorization, except in certain Emergency situations.

Participating Dentist - a Dentist licensed to practice dentistry in the state in which services are being provided, with whom the Company has an agreement for rendering to Covered Persons the Dental Services provided by the dental plan.

Physician - any Doctor of Medicine, M.D., or Doctor of Osteopathy, D.O., who is duly licensed and qualified under the law of jurisdiction in which treatment is received.

Premium - the periodic fee required for providing and continuing Coverage for each Contract holder and each Covered Dependent.

Procedure in Progress - all treatment for Covered Dental Services that results from a recommendation and an exam by a Dentist. A treatment procedure will be considered to start on the date it is initiated and will end when the treatment is completed.

Rider - any attached description of Dental Services Covered under the Contract. Dental Services provided by a Rider may be subject to payment of additional Premiums and additional Copayments.

Riders are effective only when signed by an officer of the Company and are subject to all conditions, limitations and exclusions of the Contract except for those that are specifically amended.

Service Area - the region covered by the Participating Dentists. The exact Service Area for your plan may be obtained from the provider directory.

Specialist Dentist - A Participating Dentist who provides services to a Covered Person within the range of a designated specialty area of practice in which he/she is Board Eligible or Board Certified.

Section 2: Application and Effective Date of Coverage

Section 2.1 Application and Effective Date of Coverage

Application

You must complete an application that we provide.

Effective Date

We have the right to accept or decline your application based upon information provided. Your Coverage will become effective at 12:01 a.m. Central Standard Time on the effective date.

Section 2.2 Dependent Eligibility and Application

Eligible Dependents

If you apply for Coverage, each of your eligible Dependents may also apply. A Dependent is eligible when he or she satisfies the Contract definition of Dependent.

No Dependent is eligible while on full-time active duty with a United States military service, military reserves, or National Guard, except when the duty is for less than 31 consecutive days.

We have the right to accept or decline your Dependent's application based on information on the completed application.

Dependent Eligibility Date to Apply

Your Dependent must satisfy the Contract definition of Dependent.

Your Dependent's eligibility date to apply is:

1. Your application date for the Dependent on the date when you apply for Coverage;
2. The date when you first acquire the Dependent if at a later date. You may acquire a new Dependent because of:
 - a. Marriage;
 - b. Birth;
 - c. Adoption or placement for adoption;
 - d. Legal responsibility for a foster child; or
 - e. Legal guardianship for a child.

Initial Dependent Application Period

An application that we provide must be completed. Your spouse and Dependent child(ren) over age 18 must also complete and sign the completed application if you are applying for Coverage of your spouse and Dependent child(ren) over age 18. We must receive the completed application within 31 days from the Dependent eligibility date.

We have the right to accept or decline your Dependent's application based upon information provided. Application will not be denied for a newborn or adopted child if application is made within 31 days from the Dependent's eligibility date.

Late Applicant for Dependent Coverage

If we receive the application after the initial Dependent application period, we have the right to decline the application based on the Dependent's application.

Dependent Effective Date

If you apply for Coverage for the Dependent during the initial application period and we accept the Dependent for Coverage, the Dependent's effective date will be the same as your effective date.

If you apply for Coverage for the Dependent within 31 days from the Dependent's eligibility date, the Dependent's effective date will be:

1. In the case of marriage, the date of marriage;
2. In the case of a Dependent's birth, the date of such birth;
3. In the case of a Dependent's adoption or placement for adoption, the date of such adoption or placement for adoption; or
4. In the case of a foster child, the date the foster child is placed in your home.

If you apply for Coverage for the Dependent as a late applicant after the Dependent's original application period and we accept the Dependent for Coverage, the Dependent will become effective on the date we specify.

Your Dependent's Coverage will become effective at 12:01 a.m. Central Standard Time on the effective date of Coverage.

Section 3: Termination of Coverage

Section 3.1 Plan Renewals

Your Plan renews on each monthly Premium due date, subject to:

1. The Termination of Coverage provisions in the Contract; and
2. Our right to change Premiums as described in the Premium Changes section in the Contract.

Section 3.2 Termination of Coverage Under the Contract

Termination of Coverage for You, and Your Dependents

Coverage for you and for your Dependents terminates when the first of the following events occurs:

1. The date the Contract is terminated by the Contract holder or by us;
2. The date you fail to pay us the required Premiums and/or fees by the due date, subject to the Grace Period provision;
3. The date you perform an act or practice that is fraudulent, or made an intentional misrepresentation of a material fact under the terms of Coverage under the Contract;
4. The date you move to a state where we are not authorized to do business or are not actively marketing;
5. The date you no longer reside, live or work in the Service Area;
6. The date we discontinue offering and renewing all individual Dental Coverage in your state. If this happens, we will notify you at least 180 days in advance;
7. The date you are on or begin full-time active duty with a United States military service, military reserves, or National Guard, if the time of duty is for more than 31 days;
8. The date you fail to cooperate with a claim investigation; or
9. The date you die.

The termination date for the above events (1 through 7) is the first of the month following the termination event.

Coverage will terminate at 12:01 a.m. Central Standard Time on the termination date of Coverage.

However, if the termination is due to fraud or an intentional misrepresentation of a material fact under the terms of Coverage under the Contract, we may void the Contract. Void means that the Coverage was never in effect.

If we void the Contract, we will return to you all Premiums we received, less the amount of any claims we paid, for you, and your Covered Dependents under the Contract. We reserve the right to recover any claims amount that exceeds the Premiums we received.

Termination of Coverage for Your Dependents

Coverage terminates for a Dependent when the first of the following events happens:

1. The date you request termination of Coverage for a Dependent. You may terminate Coverage at any time by providing us with written notice prior to the requested termination date;

2. The due date we do not receive the required Premium for the Dependent;
3. The date the Dependent is on or begins full-time active duty with a United States military service, military reserves, or national guard, if the time of duty is for more than 31 days;
4. The date the Dependent no longer satisfies the Contract definition of Dependent;
5. For an adopted child, the date placement is terminated and the adoption is not made final;
6. For a foster child, the date foster care is terminated;
7. For a child for whom you have legal guardianship, the date guardianship terminates;
8. The date your Dependent performs an act or practice that is fraudulent, or makes an intentional misrepresentation of a material fact under the terms of Coverage under the Plan; or
9. The date your Dependent dies.

The termination date for the above events (1 through 8) is the first of the month following the termination event.

Coverage will terminate at 12:01 a.m. Central Standard Time on the termination date.

However, if the termination is due to fraud or an intentional misrepresentation of a material fact under the terms of Coverage under the Contract, we may void the Coverage. Void means that the Coverage was never in effect.

Reinstatement

Coverage terminated for the Contract holder may be reinstated subject to Our written approval and receipt of all required Premiums. Reinstatement is limited to once every 12 months. The Coverage is effective on the date of reinstatement unless we specify another date.

Section 3.3 Extended Coverage for Handicapped Dependent Children

Coverage of an unmarried Covered Dependent who is incapable of self-support because of mental retardation or physical handicap will be continued beyond the age listed under the definition of Dependent provided that:

- A. The Covered Dependent becomes incapacitated prior to attainment of the limiting age; and
- B. The Covered Dependent is chiefly dependent upon the Contract holder for support and maintenance; and
- C. Proof of such incapacity and dependence is furnished to the Company within 31 days of the date the Contract holder receives a request for such proof from the Company; and
- D. Payment of any required Premium for the Covered Dependent is continued.

Coverage will be continued so long as the Covered Dependent continues to be so incapacitated and dependent, unless otherwise terminated in accordance with the terms of the Contract. Before granting this extension, the Company may reasonably require that the Covered Dependent be examined at the Company's expense by a Physician designated by the Company. At reasonable intervals, the Company may require satisfactory proof of the Covered Dependent's continued incapacity and dependency, including medical examinations at the Company's expense. Such proof will not be required more often than once a year. Failure to provide such satisfactory proof within 31 days of the request by the Company will result in the termination of the Covered Dependent's Coverage under the Contract.

Section 3.4 Payment and Reimbursement Upon Termination

Termination of Coverage will not affect any request for reimbursement of Eligible Expenses for Dental Services rendered prior to the effective date of termination. Your request for reimbursement must be furnished as required in *Section 4: Reimbursement*.

Section 4: Reimbursement

Section 4.1 If You Get A Bill

Your Participating Dentist will bill you for services that are not Covered by this dental plan. If you are billed for a Covered Service by your Participating Dentist, and you feel this billing is in error, you should do the following:

1. Call the Participating Dentist to let them know you believe you have received a bill in error.
2. If you are unable to resolve this issue, please contact our customer service department at the telephone number shown on your ID card.

Should we pay any fees for services that are the responsibility of the Contract holder, the Contract holder shall reimburse us for such payment. Failure to reimburse us or reach reasonable accommodations with us concerning repayment within 30 days after we request reimbursement shall be grounds for termination of a Contract holder's Coverage pursuant to *Section 3: Termination of Coverage*. The exercise of our right to terminate the Contract holder shall not affect the plan's right to continue enforcement of its right to reimbursement from the Contract holder

Section 4.2 Your Billing Protection

All our Contract holders have rights that protect them from being charged for Covered Services in the event we fail to pay a Participating Dentist, a Participating Dentist becomes insolvent, or a Participating Dentist breaches its contract with us. In none of these instances may the Participating Dentist send you a bill, charge you, or have any other recourse against you for a Covered Service. However, this provision does not prohibit the collection of Copayment amounts as outlined in the *Schedule of Covered Dental Services*.

In the event of a Participating Dentist's insolvency, we will continue to arrange for your benefits. If for any reason we are unable to pay for a Covered Service on your behalf (for instance, in the unlikely event of our insolvency or a natural disaster), you are not responsible for paying any bills as long as you received proper authorization from your Participating Dentist. You may, however, be responsible for any properly authorized Covered Services from a Non-Participating Dentist or Emergency services from a Non-Participating Dentist.

NOTE: If you receive a bill because a Non-Participating Dentist refused to accept payment from us, you may submit a claim for reimbursement.

Section 5: Complaint Procedures

Section 5.1 Complaint Resolution

If you have a concern or question regarding the provision of Dental Services or benefits under the Contract, you should contact the Company's customer service department at the telephone number shown on your ID card. Customer service representatives are available to take your call during regular business hours, Monday through Friday. At other times, you may leave a message on voicemail. A customer service representative will return your call. If you would rather send your concern to us in writing at this point, the Company's authorized representative can provide you with the appropriate address.

If the customer service representative cannot resolve the issue to your satisfaction over the phone, he or she can provide you with the appropriate address to submit a written complaint. We will notify you of our decision regarding your complaint within 30 days of receiving it.

If you disagree with our decision after having submitted a written complaint, you can ask us in writing to formally reconsider your complaint. If your complaint relates to a claim for payment, your request should include:

- The patient's name and the identification number from the ID card
- The date(s) of service(s)
- The Dentist's name
- The reason you believe the claim should be paid
- Any new information to support your request for claim payment

We will notify you of our decision regarding our reconsideration of your complaint within 60 days of receiving it. If you are not satisfied with our decision, you have the right to take your complaint to the Office of the Commissioner of Insurance.

Section 5.2 Complaint Hearing

If you request a hearing, we will appoint a committee to resolve or recommend the resolution of your complaint. If your complaint is related to clinical matters, the Company may consult with, or seek the participation of, medical and/or dental experts as part of the complaint resolution process.

The committee will advise you of the date and place of your complaint hearing. The hearing will be held within 60 days following receipt of your request by the Company, at which time the committee will review testimony, explanation or other information that it decides is necessary for a fair review of the complaint.

We will send you written notification of the committee's decision within 30 days of the conclusion of the hearing. If you are not satisfied with our decision, you have the right to take your complaint to the Office of the Commissioner of Insurance.

Section 5.3 Exceptions for Emergency Situations

Your complaint requires immediate actions when your Dentist judges that a delay in treatment would significantly increase the risk to your health. In these urgent situations:

- The appeal does not need to be submitted in writing. You or your Dentist should call us as soon as possible.

- We will notify you of the decision by the end of the next business day after your complaint is received, unless more information is needed.
- If we need more information from your Dentist to make a decision, we will notify you of the decision by the end of the next business day following receipt of the required information.

The complaint process for urgent situations does not apply to prescheduled treatments or procedures that we do not consider urgent situations.

If you are not satisfied with our decision, you have the right to take your complaint to the Office of the Commissioner of Insurance.

Section 6: General Provisions

Section 6.1 Entire Contract

The Contract including the *EOC(s)*, *Schedule(s) of Covered Dental Services*, the application, Amendments and Riders, constitute the entire Contract. All statements made by a Contract holder will, in the absence of fraud, be deemed representations and not warranties.

Section 6.2 Limitation of Action

You do not have the right to bring any legal proceeding or action against the Company without first completing the complaint procedure specified in *Section 5: Complaint Procedures*. If you do not bring such legal proceeding or action against the Company within 3 years of the date the Company notified you of its final decision as described in *Section 5: Complaint Procedures*; you forfeit your rights to bring any action against the Company.

Section 6.3 Time Limit on Certain Defenses

No statement, except a fraudulent statement, made by the Contract holder will be used to void the Contract after it has been in force for a period of 2 years.

Section 6.4 Amendments and Alterations

Amendments to the Contract are effective upon 60 days written notice to the Contract holder. Riders are effective on the date specified by the Company. No change will be made to the Contract unless it is made by an Amendment or a Rider that is signed by an officer of the Company. No agent has authority to change the Contract or to waive any of its provisions.

Section 6.5 Relationship Between Parties

The relationships between the Company and Participating Dentists and relationships between the Company and the Contract holder are solely contractual relationships between independent contractors. Participating Dentists and Contract holder(s) are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of Participating Dentists or Contract holder(s).

The relationship between a Participating Dentist and any Covered Person is that of Dentist and patient. The Participating Dentist is solely responsible for the services provided to any Covered Person.

Section 6.6 Information and Records

At times the Company may need additional information from you. You agree to furnish the Company with all information and proofs that the Company may reasonably require regarding any matters pertaining to the Contract. If you do not provide this information when the Company requests it we may delay or deny payment of your Benefits.

By accepting Benefits under the Contract, you authorize and direct any person or institution that has provided services to you to furnish the Company with all information or copies of records relating to the services provided to you. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Covered Dependents whether or not they have signed the Contract holder's application form. The Company agrees that such information and records will be considered confidential.

The Company has the right to release any and all records concerning dental care services which are necessary to implement and administer the terms of the Contract, for appropriate review or quality assessment, or as the Company is required to do by law or regulation. During and after the term of the Contract, the Company and its related entities may use and transfer the information gathered under the Contract in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of your dental records the Company recommends that you contact your Dentist. Dentists may charge you reasonable fees to cover their costs for providing records or completing requested forms.

If you request dental forms or records from us, the Company also may charge you reasonable fees to cover costs for completing the forms or providing the records.

In some cases, the Company will designate other persons or entities to request records or information from or related to you, and to release those records as necessary. The Company's designees have the same rights to this information as the Company has.

Section 6.7 Examination of Covered Persons

In the event of a question or dispute concerning Coverage for Dental Services, the Company may reasonably require that a Participating Dentist acceptable to the Company examine you at the Company's expense.

Section 6.8 Clerical Error

If a clerical error or other mistake occurs, that error will not deprive you of Coverage under the Contract. A clerical error also does not create a right to benefits.

Section 6.9 Workers' Compensation Not Affected

The Coverage provided under the Contract does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

Section 6.10 Conformity with Statutes

Any provision of the Contract which, on its effective date, is in conflict with the requirements of state or federal statutes or regulations (of the jurisdiction in which delivered) is hereby amended to conform to the minimum requirements of such statutes and regulations.

Section 6.11 Waiver/Estoppel

Nothing in the *Contract/EOC* or *Schedule of Covered Dental Services* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the *Contract/EOC* or *Schedule of Covered Dental Services*, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision of the *Contract/EOC* or *Schedule of Covered Dental Services*.

Section 6.12 Headings

The headings, titles and any table of contents contained in the *Contract/EOC* or *Schedule of Covered Dental Services* are for reference purposes only and shall not in any way affect the meaning or interpretation of the *Contract/EOC* or *Schedule of Covered Dental Services*.

Section 6.13 Unenforceable Provisions

If any provision of the *Contract/EOC* or *Schedule of Covered Dental Services* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the *Contract/EOC* or *Schedule of Covered Dental Services* to the greatest extent legally permissible.

Section 6.14 Other Insurance for Dental Services

If any Covered Dental Services under this Contract are also payable under health or other dental insurance or other health coverage, we will not make payment under this dental Contract until after we determine what benefits are paid or payable by the health insurance or other dental or health coverage plan.

Our payment under this Contract will be reduced by the amount of any benefits that are payable for a Covered Person by any other dental or health plan.

Section 7: Premiums

Section 7.1 Premium Payments

We must receive the required Premiums by the due date. We will tell you where to send the payment. The first payment is due on the effective date. Unless we specify otherwise, the due date for each Premium payment thereafter is the first day of each calendar month.

This Plan may require monthly, quarterly, semi-annual, or annual Premium payment. Failure to pay accordingly may result in termination of the Contract.

Administrative, service, and/or Contract fees, where allowable by law, are due and payable on the due date. If fees are not paid, the Contract may be subject to termination.

We will not accept payment made to any person who is not authorized in writing by us to accept Premium payments for us. We have the right to charge a fee for late payment.

If payment is made by check, payment is not made if the check is not honored by the bank. We reserve the right to return a check issued with insufficient funds, without making a second deposit attempt.

Section 7.2 Grace Period

You have a 31-day grace period for the payment of each Premium due after the first Premium. Your Coverage will continue in force during the grace period unless you have given us prior written notice of termination. If such a Premium is not received by us by the end of the grace period, all such Coverage will end as of the due date of such Premiums, and no expenses Incurred during the grace period will be considered for benefits. We reserve the right to recover any amounts Incurred and paid during the grace period.

Section 7.3 Premium Changes

Premium rates are calculated based on a variety of factors. As allowed by state law, these factors may include geographic location, Network, distribution channels, selected benefits, age, gender, tobacco use, classes, health status of you [and your insured Dependents,] length of time you are insured under the plan, health status of the entire pool of insureds in which you are included, administrative costs, occupation, industry, and other factors.

Your Premium rates, administrative fees and/or service fees are guaranteed for 12 months from your Coverage effective date, except when:

1. Your residence changes;
2. You or your insured Dependent attain a higher age;
3. A Dependent is added to or terminated from the plan; or
4. Any benefit is changed including, but not limited to, increases or decreases in a benefit or the addition or removal of a benefit from the plan.

We reserve the right to change the Premium rates, the administrative fees, and/or the service fees on the next Premium due date when one of the above-mentioned events occurs. We will notify you about the change as soon as possible.

Premiums, administrative fees and/or service fees may also change at your renewal date. We will provide you with advance written notice a minimum of 30 days prior to the effective date of the change unless state law requires additional notice.

If we find that Premiums, administrative fees, and/or service fees are incorrect, we will:

1. Make a refund to you for any amount of overpaid Premiums; or
2. Request a payment from you for any amount of underpaid Premiums.

Section 7.4 Return of Premium for Voided Coverage

We may void Coverage for you or your Dependent as allowed under the Time Limit on Certain Defenses provision of this Contract. When this happens:

1. If we did not receive any claims for you or your Dependent prior to the void date, we will refund all Premiums paid for you or your Dependent; or
2. If we received claims that we must pay for you or your Dependent prior to the void date, we reserve the right to subtract from the refund the amount of claims that we must pay.

We reserve the right to recover the amount of any claims we paid or costs Incurred by us that exceed the Premium refund.

Section 8: Subrogation

Subrogation is the substitution of one person or entity in the place of another with reference to a lawful claim, demand or right. The Company will be subrogated to and will succeed to all rights of recovery, under any legal theory of any type, for the reasonable value of services and benefits provided by the Company to you from: (i.) third parties, including any person alleged to have caused you to suffer injuries or damages; (ii.) your employer; or (iii.) any person or entity obligated to provide benefits or payments to you, including benefits or payments for underinsured or uninsured motorist protection (these third parties and persons or entities are collectively referred to as "Third Parties"). You agree to assign to the Company all rights of recovery against Third Parties, to the extent of the reasonable value of services and benefits provided by the Company, plus reasonable costs of collection.

You will cooperate with the Company in protecting the Company's legal rights to subrogation and reimbursement, and acknowledge that the Company's rights will be considered as the first priority claim against Third Parties, to be paid before any other claims by you are paid. You will do nothing to prejudice the Company's rights under this provision, either before or after the need for services or benefits under the Contract. The Company may, at its option, take necessary and appropriate action to preserve its rights under these subrogation provisions, including filing suit in your name. For the reasonable value of services provided under the Contract, the Company may collect, at its option, amounts from the proceeds of any settlement (whether before or after any determination of liability) or judgment that may be recovered by you or your legal representative, regardless of whether or not you have been fully compensated. You will hold in trust any proceeds of settlement or judgment for the benefit of the Company under these subrogation provisions and the Company will be entitled to recover reasonable attorney fees from you incurred in collecting proceeds held by you. You will not accept any settlement that does not fully compensate or reimburse the Company without the written approval of the Company. You agree to execute and deliver such documents (including a written confirmation of assignment, and consents to release dental records), and provide such help (including responding to requests for information about any accident or injuries and making court appearances) as may be reasonably requested by the Company.

Section 9: Procedures for Obtaining Benefits

Section 9.1 Dental Services

You are eligible for Coverage for Dental Services listed in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services* of this *Contract* if such Dental Services are Necessary and are provided by or under the direction of a Dentist or other provider. All Coverage is subject to the terms, conditions, exclusions and limitations of the *Contract*.

Covered Persons choose a Dentist from a list of Participating Dentists provided by the Company. A Covered Person can also call to determine which Dentists participate in the Network. The telephone number for customer service is on the ID card.

Within the Service Area, you are entitled to receive all the Dental Services specified in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services* of this *Contract*. You must go to your Participating Dentist for these services unless the Company has made prior special arrangements for you. If you do not use a Participating Dentist and the Company has not approved the use of a Non-Participating Dentist you will not be Covered for any services received.

Coverage under the *Contract* does not guarantee Dental Services by a particular Dentist on the list of Participating Dentists. The list of Participating Dentists is subject to change. When a Dentist on the list no longer has a contract with the Company, you must choose among remaining Participating Dentists. You are responsible for verifying the participation status of the Dentist, or other provider prior to receiving such Dental Services. You must show your ID card every time you request Dental Services.

If you fail to verify participation status or to show your ID card and the failure results in non-compliance with required Company procedures, Coverage may be denied.

Coverage for Dental Services is subject to payment of the Premium required for Coverage under the *Contract* and payment of the Copayment specified for any service shown in the *Schedule of Covered Dental Services* and *Section 10: Covered Dental Services*.

Participating Dentists are responsible for submitting a request for payment directly to the Company, however, a Covered Person is responsible for any Copayment at the time of service. If a Participating Dentist bills a Covered Person, customer service should be called. A Covered Person does not need to submit claims for Participating Dentist services or supplies.

Prohibited Referral

The Company will not make payment of any claim, bill, or other demand or request for payment for dental care services that the appropriate regulatory board determines were provided as a result of a "prohibited referral." Prohibited referral means any referral from a Participating Dentist in which the Participating Dentist owns a beneficial interest; or, in which the Participating Dentist's immediate family owns a beneficial interest of three percent (3%) or greater; or, with which the Participating Dentist, his/her immediate family, or the Participating Dentist in combination with his/her immediate family has a compensation arrangement.

Missed Appointments

When an appointment is made with a Participating Dentist, you are expected to honor such appointment. If you do not cancel the appointment at least 24 hours in advance, you will be charged a fee for each half-hour segment of the missed appointment for which the Company shall not be liable.

Section 9.2 Changes in Dentist Participation

If the Dentist you selected is no longer a Participating Dentist in the Network; or if we take an administrative action which affects the Dentist's participation in the Network, we may have to enroll you with a different Participating Dentist. If this occurs, you will have the opportunity to choose another Participating Dentist from among those in the Network. If you have a Dental Procedure in Progress when reassignment becomes necessary, we will, at your option and subject to applicable law, either arrange for completion of the services by the original Participating Dentist, if he or she agrees to accept payment at the contracted fee and to abide by all plan provisions; or make reasonable and appropriate arrangements for another Participating Dentist to complete the service. We will send you written notice when we are aware that a Participating Dentist is no longer available to treat you.

When we change your Participating Dentist

Under special circumstances we may require that a Covered Person change his or her Participating Dentist. Generally, this happens at the request of the Participating Dentist after a material detrimental change in their relationship with a Covered Person. If this occurs, we will notify the Covered Person of the effective date of the change and we will transfer the Covered Person to another Participating Dentist, provided he or she is medically able and there is an alternative Participating Dentist.

Section 9.3 Emergency Dental Services

All Participating Dentists provide Emergency Dental Services twenty-four (24) hours a day, seven (7) days a week. You should contact a Participating Dentist, who will make arrangements for Emergency care. If you are unable to reach a Participating Dentist in an Emergency during normal business hours, you must call our customer service department for instructions.

If you are unable to reach a Participating Dentist in an Emergency after normal business hours, you may seek Emergency Dental Services from any licensed Dentist. Then, within 2 business days, you should call our customer service department to notify us of the Emergency claim.

Claims for Emergency Dental Services

To receive reimbursement, you do not have to submit a claim form. All you have to do is send us, within 90 days, the itemized bill, marked "PAID," along with a brief explanation of why the Emergency Dental Services were Necessary. We will provide reimbursement within 30 days of receipt. We will reimburse you for the cost of the Emergency Dental Services, less any Copayment which may apply.

All reimbursement requests should be mailed to:

United Healthcare Dental Claims

P.O. Box 30567

Salt Lake City, UT 84130-0567

Section 9.4 Specialty Referrals

A Participating Dentist is responsible for providing all Covered Dental Services. But, certain services may be eligible for referral to a Network Specialist Dentist. Specialty care will be Covered, less any applicable Copayment, when such specialty services are provided in accordance with the specialty referral process described below.

All Specialty Referral Services Must Be: Pre-Authorized by us; and Coordinated by a Covered Person's Participating Dentist. Any Covered Person who elects specialist care without prior referral by his or her Participating Dentist and approval by us is responsible for all charges incurred.

In order for specialty services to be Covered by this plan, the following referral process must be followed:

1. A Covered Person's Participating Dentist must coordinate all Dental Services.
2. When the care of a Network Specialist Dentist is required, the Covered Person's Participating Dentist must contact us and request authorization.
3. If the Participating Dentist's request for specialist referral is approved, we will notify the Covered Person. He or she will be instructed to contact the Network Specialist Dentist to schedule an appointment.
4. If the Participating Dentist's request for specialist referral is denied, the Participating Dentist and the Covered Person will be notified of the reason for the denial. If the service in question is a Covered service, and no limitations or exclusions apply, the Participating Dentist may be asked to perform the service.}
5. A Covered Person who receives authorized specialty services must pay all applicable Copayments associated with the services provided. When we authorize specialty dental care, a Covered Person will be referred to a Network Specialist Dentist for treatment. The Network includes Network Specialist Dentists in: (a) endodontics; (b) oral surgery; (c) pediatric dentistry; (d) orthodontics; and (e) periodontics, located in the Covered Person's Service Area. If there is no Network Specialist Dentist in the Covered Person's Service Area, we will refer the Covered Person to a Non-Participating Specialist of our choice. Except for Emergency Dental Services, in no event will we cover dental care provided to a Covered Person by a specialist not pre-authorized by us to provide such services.

Except for pediatric specialty services, when specialty services are provided the Covered Person's financial responsibility is limited to applicable Copayments. Copayments are listed in the Covered Person's *Schedule of Covered Dental Services*.

Section 9.5 Pediatric Specialty Services

During a Participating Dentist visit, a Covered Person under age 6 may be unmanageable. In such case, the Covered Person may be referred to a Network pediatric Specialist Dentist for the current treatment plan only. Following completion of that authorized pediatric treatment plan, the Covered Person must return to the Participating Dentist for further services. Subsequent referrals to the Network pediatric Specialist Dentist, if any, must first be authorized by us. Any services performed by a pediatric Specialist Dentist after the Covered Person's 6th birthday will not be Covered.

Section 9.6 Second Opinion Consultation

A Covered Person, or his or her treating Participating Dentist, may submit a request for a second dental opinion to us by writing or calling our customer service department at the telephone number on your ID card. Referrals to a Dentist for second dental opinions will be provided when requested. All requests for a second opinion are processed within five (5) business days of receipt by us of such request. The requesting Network Dentist will be notified both verbally and in writing within 24 hours of the decision. The decision will be communicated to a requesting Covered Person verbally (when possible) and in writing within 2 business days.

Second dental opinions will be rendered by an appropriately qualified dental professional. An appropriately qualified dental professional is a licensed Dentist who is acting within his or her scope of practice and who possesses the clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second dental opinion.

If the Covered Person is requesting a second dental opinion about care received from his or her Participating Dentist, the second dental opinion will be provided by an appropriately qualified Dentist within the Network. If the Covered Person is requesting a second dental opinion about care received from

a Specialist Dentist, the second dental opinion will be provided by a Specialist within the Network of the same or equivalent specialty.

Section 10: Covered Dental Services

Dental Services described in this Section and in the *Schedule of Covered Dental Services* are Covered when such services are Necessary and not excluded as described in *Section 11: General Exclusions and Limitations*.

Covered Dental Services are subject to satisfaction of the payment of any Copayments as described below and in the *Schedule of Covered Dental Services*.

Covered Dental Services must be provided by or directed by a Participating Dentist.

This Section and the *Schedule of Covered Dental Services*: (1) describe the Covered Dental Services and any applicable limitations to those services; (2) outline the Copayments that you are required to pay for each Covered Dental Service; and (3) describe any Maximum Benefits that may apply.

Section 10.1 Additional Provisions

Multiple Crown/Bridge Unit Treatment Fee

A Covered Person's recommended treatment plan may include 6 or more Covered units of crown and/or bridge to restore teeth or replace missing teeth. In such case, the Covered Person must pay both: (a) the usual crown or bridge patient charge for each unit of crown or bridge; and (b) an additional charge per unit. These charges are shown in the *Schedule of Covered Dental Services*. The maximum benefit within a 12-month period is for 6 crowns or pontics.

Noble and High Noble Metals

The plan provides for the use of noble metals for inlays, onlays, crowns and fixed bridges. When high noble metal is used, the Covered Person must pay: (a) the Copayment for the inlay, onlay, crown or fixed bridge; and (b) an added charge equal to the actual laboratory cost of the high noble metal not to exceed \$150.

Section 11: General Exclusions and Limitations

Section 11.1 Exclusions

Except as may be specifically provided in the *Schedule of Covered Dental Services* or through a Rider to the Contract, the following are not Covered:

- A. Dental Services that are not Necessary.
- B. Costs for non-Dental Services related to the provision of Dental Services in hospitals, extended care facilities, or Contract holder's home. When deemed Necessary by the Participating Dentist, the Contract holder's Physician and authorized by us, Covered Dental Services that are delivered in an inpatient or outpatient hospital setting are Covered as indicated in the *Schedule of Covered Dental Services*.
- C. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
- D. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, injury, or Congenital Anomaly, when the primary purpose is to improve physiological functioning of the involved part of the body.
- E. Any Dental Procedure not directly associated with dental disease.
- F. Any Dental Procedure not performed in a participating dental setting. This will not apply to Covered Emergency Dental Services.
- G. Procedures that are considered to be Experimental, Investigational or Unproven. This includes pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics. The fact that an Experimental, Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Coverage if the procedure is considered to be Experimental, Investigational or Unproven in the treatment of that particular condition.
- H. Placement of dental implants, implant-supported abutments and prostheses.
- I. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
- J. Services for injuries or conditions covered by Worker's Compensation or employer liability laws, and services that are provided without cost to the Covered Person by any municipality, county, or other political subdivision. This exclusion does not apply to any services covered by Medicaid or Medicare.
- K. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
- L. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Anomalies of hard or soft tissue, including excision.
- M. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns, implant prosthesis and implant supporting structures (such as connectors), if damage or breakage was directly related to Dentist error. This type of replacement is the responsibility of the Dentist. If replacement is necessary because of patient non-compliance, the patient is liable for the cost of replacement.

- N. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including that related to the temporomandibular joint). No Coverage is provided for orthognathic surgery, jaw alignment, or treatment for the temporomandibular joint.
- O. Expenses for Dental Procedures begun prior to the Covered Person becoming Covered under the Contract.
- P. Fixed or removable prosthodontic restoration procedures or implant services for complete oral rehabilitation or reconstruction.
- Q. Attachments to conventional removable prostheses or fixed bridgework. This includes semi-precision or precision attachments associated with partial dentures, crown or bridge abutments, full or partial overdentures, any internal attachment associated with an implant prosthesis, and any elective endodontic procedure related to a tooth or root involved in the construction of a prosthesis of this nature.
- R. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
- S. Occlusal guards used as safety items or to affect performance primarily in sports-related activities.
- T. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
- U. Services rendered by a Dentist who is a member of a Covered Person's family, including spouse, brother, sister, parent or child.
- V. Dental Services otherwise Covered under the Contract, but rendered after the date individual Coverage under the Contract terminates, including Dental Services for dental conditions arising prior to the date individual Coverage under the Contract terminates.
- W. Foreign Services are not Covered unless required as an Emergency.
- X. Dental Services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country.
- Y. Any Dental Services or Procedures not listed in the *Schedule of Covered Dental Services*.
- Z. Replacement of a lost, missing or stolen appliance or prosthesis or the fabrication of a spare appliance or prosthesis.
- AA. Any Covered Person's request for: (a) specialist services or treatment which can be routinely provided by a Participating Dentist; or (b) treatment by a specialist without referral from a Participating Dentist and our approval.
- BB. Cephalometric x-rays, except when performed as part of the orthodontic treatment plan and records for a Covered course of comprehensive orthodontic treatment.
- CC. Treatment which requires the services of a pediatric specialist, after the Covered Person's 6th birthday.
- DD. Consultations for non-Covered services.
- EE. A service started but not completed prior to the Covered Person's eligibility to receive benefits under the plan. Inlays, onlays and fixed bridges are considered started when the tooth or teeth are prepared. Root canal treatment is considered started when the pulp chamber is opened. Orthodontics are considered started at the time of initial banding. Dentures are considered started when the impressions are taken.
- FF. A service started (as defined above) by a Non-Participating Dentist. This will not apply to Covered Emergency Dental Services.

- GG. Procedures performed to facilitate non-Covered services, including but not limited to: (a) root canal therapy to facilitate either hemisection or root amputation; and (b) osseous surgery to facilitate either guided tissue regeneration or an osseous graft.
- HH. Any endodontic, periodontal, crown or bridge abutment procedure or appliance requested, recommended or performed for a tooth or teeth with a guarded, questionable or poor prognosis.
- II. Relative analgesia (N₂O₂- nitrous oxide).
- JJ. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.
- KK. Duplication of x-rays.
- LL. Treatment or extraction of primary teeth when exfoliation (normal shedding and loss) is imminent.
- MM. Porcelain crowns, porcelain fused to metal or resin with metal type crown and fixed partial denture (bridges) for children under 16 years of age.

Section 11.2 Limitations

- A. Full Mouth X-rays - These are limited to only once in a 24 month period.
- B. Bitewing X-rays - These are limited to one series every six months.
- C. The placement of a crown, inlay or onlay is a benefit only when covered in the *Schedule of Covered Dental Services* and when there is insufficient tooth structure to support a filling. Veneers, posterior to the second bicuspid, are considered purely cosmetic dentistry. Allowances will be made for a cast full crown. If performed the Covered Person must pay the additional fee.
- D. The replacement of an existing inlay, onlay, crown, fixed partial denture (bridge) or a removable full or partial denture is covered when:
 - a. The existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, and
 - b. Either of the following:
 - i. The existing non-functional restoration/bridge/denture was placed 60 or more months prior to its replacement, or
 - ii. If an existing partial denture is less than five years old, but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
- E. Coverage for the placement of a fixed partial denture (bridge) requires that:
 - a. No cantilevered posterior pontic (prosthetic tooth) be included; and
 - i. The sole tooth to be replaced in the arch is a permanent tooth, which cannot be replaced by adding another tooth to an existing removable partial denture; or
 - ii. The new bridge would replace an existing, non-functional bridge; or
 - iii. Each abutment tooth be crowned meets Limitation D.
- F. Fluoride Treatments - These are limited to only once per year.
- G. Periodontal Curettage & Root Planing - Both of these procedures are allowable only when the need can be demonstrated radiographically and/or by written explanation and only two quadrants is allowable at an appointment with a maximum of four quadrants during any 12 consecutive months.

- H. Benefits provided by a pediatric dentist are limited to children through age six following an attempt by the Covered Person's Participating Dentist to treat the child, and upon prior authorization, less applicable Copayments. We will consider exceptions on an individual basis if a child has a physical or mental impairment, limitation or condition which substantially interferes with that child's ability to have Dental Procedures provided by a Participating Dentist.
- I. Relines - Limited to only twice per year.
- J. Prophylaxis - These "teeth cleanings" are allowable only once every six months.
- K. Replacement of Missing Teeth - With complete or partial dentures or fixed bridges, using standard procedures is covered. However, treatment involving the following procedures is considered optional and, if performed, The Covered Person should be advised of his/her responsibility for the additional fee:
 - a. precious metal for removable appliances;
 - b. precision attachments
 - c. overlays and implants; and
 - d. personalization and characterization
- L. Correction of Occlusion - This is not a separate benefit, but it is considered a part of the completed restoration or fixed prosthesis.
- M. Dowell Posts or PINS - These items are not covered, except where insufficient coronal structure remain to retain the crown restoration.
- N. Subgingival Scaling - This procedure is allowable only when the need can be demonstrated}

Section 11.3 Orthodontic Exclusions and Limitations

If you require the services of an orthodontist, a referral must first be obtained. If a referral is not obtained prior to the commencement of orthodontic treatment, the Covered Person will be responsible for all costs associated with any orthodontic treatment. Orthodontic services Copayments are valid for authorized services rendered by a Network orthodontist.

If you terminate Coverage after the start of orthodontic treatment, you will be responsible for any additional charges incurred for the remaining orthodontic treatment.

- A. The following are not Covered orthodontic benefits:
 - Treatment in progress prior to the effective date of this Coverage
 - Extractions required for orthodontic purposes
 - Surgical orthodontics or jaw repositioning
 - Myofunctional therapy
 - Cleft palate
 - Micrognathia
 - Macroglossia
 - Hormonal imbalances
 - Orthodontic retreatment when initial treatment was rendered under this plan or for changes in orthodontic treatment necessitated by any kind of accident

- Palatal expansion appliances
 - Services performed by outside laboratories
 - Replacement or repair of lost, stolen or broken appliances or appliances damaged due to the neglect of the Covered Person
 - Phase I orthodontic care or orthodontic care prior to age 10
 - Composite or ceramic brackets, lingual adaptation of orthodontic bands, Invisalign and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
- B. If a treatment plan is for less than 24 months, then a prorated portion of the full Copayment shall apply.
- C. If a Covered Person's dental Coverage ends, for whatever reason, and the Covered Person is receiving orthodontic treatment under the plan, the remaining cost for that treatment will be prorated at the orthodontist's usual fees over the number of months of treatment remaining. The Covered Person will be responsible for the payment of this balance under the terms and conditions pre-arranged with the orthodontist.
- D. If the Covered Person has the orthodontist perform a "diagnostic work-up" (a consultation and diagnosis) and then decides to forgo the treatment program, the Covered Person will be charged a \$50 consultation fee, plus any lab costs incurred by the orthodontist.
- E. One orthodontic benefit under this plan is available per lifetime, per Covered Person. A Covered Person may access this benefit for either Interceptive Orthodontic Treatment or Comprehensive Orthodontic Treatment, or both. If both interceptive treatment and comprehensive treatment are Necessary, and both are completed within a 24 month period, the Copayments listed will apply. If both are Necessary and active treatment for both extends beyond 24 months, the Dentist is obligated to accept the plan Copayment only for the first 24 months of active therapy. The Dentist may charge usual and customary fees for active treatment extending beyond the 24 month benefit period.

SCHEDULE OF COVERED DENTAL SERVICES

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
DIAGNOSTIC (D0100-D0999):		
D0120	Periodic Oral Evaluation -Established Patient	\$0.00
D0140	Limited Oral Evaluation - Problem Focused	\$0.00
D0145	Oral Evaluation for a Patient Under three Years of Age and Counseling with Primary Caregiver	\$0.00
D0150	Comprehensive Oral Evaluation - New or Established Patient	\$0.00
D0170	Re-Evaluation - Limited, Problem Focused (Established Patient; not Post-Operative Visit)	\$0.00
D0210	Intraoral - Complete Series (Including Bitewings)	\$0.00
D0220	Intraoral - Periapical First Film (x-ray)	\$0.00
D0230	Intraoral - Periapical Each Additional Film (x-ray)	\$0.00
D0240	Intraoral - Occlusal Film (x-ray)	\$0.00
D0250	Extraoral - First Film (x-ray)	\$0.00
D0260	Extraoral - Each Additional Film (x-ray)	\$0.00
D0270	Bitewings - Single Film (x-ray)	\$0.00
D0272	Bitewings - Two Films (x-ray)	\$0.00
D0273	Bitewings - Three Films (x-ray)	\$0.00
D0274	Bitewings - Four Films (x-ray)	\$0.00
D0277	Vertical Bitewings - Seven to Eight Films (x-ray)	\$0.00
D0330	Panoramic Film (x-ray)	\$0.00
D0425	Caries Susceptibility Tests	\$0.00
D0470	Diagnostic Casts	\$0.00
D0472	Accession of tissue, gross examination, preparation and transmission of written report	\$0.00
D0999	Office Visit Fee - Per Visit	\$0.00
PREVENTIVE (D1000-D1999):		
D1110	Prophylaxis - Adult	\$0.00
D1120	Prophylaxis - Child	\$0.00
D1203	Topical Application of Fluoride (Prophylaxis Not Included) -	\$0.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
	Child	
D1204	Topical Application of Fluoride (Prophylaxis Not Included) - Adult	\$0.00
D1206	Topical Fluoride Varnish; Therapeutic Application for Moderate to High Caries Risk Patients	\$0.00
D1310	Nutritional Counseling for control of dental disease	\$0.00
D1320	Tobacco counseling for the control and prevention of oral disease	\$0.00
D1330	Oral Hygiene Instructions	\$0.00
D1351	Sealant - Per Tooth	\$18.00
D1510	Space Maintainer - Fixed - Unilateral	\$85.00
D1515	Space Maintainer - Fixed - Bilateral	\$135.00
D1520	Space Maintainer - Removable - Unilateral	\$100.00
D1525	Space Maintainer - Removable - Bilateral	\$140.00
D1550	Re-cementation of Space Maintainer	\$15.00
D1555	Removal of Fixed Space Maintainer	\$12.00
RESTORATIVE (D2000-2999):		
D2140	Amalgam - One Surface, Primary or Permanent	\$35.00
D2150	Amalgam - Two Surfaces, Primary or Permanent	\$40.00
D2160	Amalgam - Three Surfaces, Primary or Permanent	\$50.00
D2161	Amalgam - Four or More Surfaces, Primary or Permanent	\$55.00
D2330	Resin-Based Composite - One Surface, Anterior	\$40.00
D2331	Resin-Based Composite - Two Surfaces, Anterior	\$60.00
D2332	Resin-Based Composite - Three Surfaces, Anterior	\$75.00
D2335	Resin-Based Composite -Four or More Surfaces, or Involving Incisal Angle (Anterior)	\$90.00
D2391	Resin-Based Composite - One Surface, Posterior	\$70.00
D2392	Resin-Based Composite - Two Surfaces, Posterior	\$80.00
D2393	Resin-Based Composite - Three Surfaces, Posterior	\$105.00
D2394	Resin-Based Composite - Four or More Surfaces, Posterior	\$120.00
D2510	Inlay - metallic - one surface ¹	\$325.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D2520	Inlay - metallic - two surfaces ¹	\$335.00
D2530	Inlay - metallic - three or more surfaces ¹	\$345.00
D2610	Inlay-porcelain/ceramic - one surface	\$350.00
D2620	Inlay-porcelain/ceramic - two surfaces	\$360.00
D2630	Inlay-porcelain/ceramic - three or more surfaces	\$375.00
D2710	Crown - resin-based composite (indirect)	\$175.00
D2712	Crown - 3/4 resin-based composite (indirect)	\$175.00
D2720	Crown - resin with High noble metal	\$390.00
D2721	Crown - with Predominantly base metal	\$375.00
D2722	Crown - resin with noble metal	\$405.00
D2740	Crown - Porcelain/ceramic substrate	\$475.00
D2750	Crown - Porcelain Fused to High Noble Metal ¹	\$405.00
D2751	Crown - Porcelain Fused to Predominantly Base Metal ¹	\$375.00
D2752	Crown - Porcelain Fused to Noble Metal ¹	\$405.00
D2790	Crown - Full Cast High Noble Metal ¹	\$405.00
D2791	Crown - Full Cast Predominantly Base Metal ¹	\$375.00
D2792	Crown - Full Cast Noble Metal ¹	\$405.00
D2794	Crown - Titanium	\$475.00
D2910	Re-Cement Inlay, Onlay, or Partial Coverage Restoration	\$24.00
D2915	Re-Cement Cast or Prefabricated Post and Core	\$24.00
D2920	Re-Cement Crown	\$24.00
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	\$65.00
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	\$65.00
D2932	Prefabricated Resin Crown	\$95.00
D2940	Protective Restoration	\$24.00
D2950	Core Build-Up, Including Any Pins	\$85.00
D2951	Pin Retention - Per Tooth, in Addition to Restoration	\$25.00
D2952	Cast Post and Core In Addition to Crown -Indirectly Fabricated ¹	\$125.00
D2954	Prefabricated Post and Core in Addition to Crown	\$75.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D2955	Post Removal (Not in Conjunction with Endodontic Therapy)	\$40.00
D2970	Temporary Crown (Fractured Tooth)	\$75.00
ENDODONTICS (D3000-D3999):		
D3110	Pulp Cap - Direct (Excluding Final Restoration)	\$22.00
D3120	Pulp Cap - Indirect (Excluding Final Restoration)	\$18.00
D3220	Therapeutic Pulpotomy (Excluding Final Restoration) - Removal of Pulp Coronal to the Dentinocemental Junction and Application of Medicament	\$52.00
D3222	Partial Pulpotomy for apexogenesis - permanent tooth with incomplete root development	\$75.00
D3230	Pulpal Therapy (Resorbable Filling) - Anterior, Primary Tooth (Excluding Final Restoration)	\$65.00
D3240	Pulpal Therapy (Resorbable Filling) - Posterior, Primary Tooth (Excluding Final Restoration)	\$85.00
D3310	Endodontic Therapy, Anterior tooth (excluding final restoration)	\$240.00
D3320	Endodontic Therapy, bicuspid tooth (excluding final restoration)	\$350.00
D3330	Endodontic Therapy, molar (excluding final restoration)	\$400.00
D3332	Incomplete Endodontic Therapy; Inoperable or Fractured Tooth	\$110.00
D3346	Retreatment of Previous Root Canal Therapy - Anterior	\$500.00
D3347	Retreatment of Previous root canal - Bicuspid	\$600.00
D3348	Retreatment of Previous root canal therapy - molar	\$725.00
D3410	Apicoectomy/Periradicular Surgery - Anterior	\$470.00
D3421	Apicoectomy/Periradicular Surgery - Bicuspid (First Root)	\$535.00
D3425	Apicoectomy/Periradicular Surgery - Molar (First Root)	\$575.00
D3426	Apicoectomy/Periradicular Surgery (Each Additional Root)	\$145.00
D3430	Retrograde Filling - Per Root	\$135.00
D3450	Root amputation - Per Root	\$315.00
D3920	Hemisection - (including any root removal), not including root canal therapy	\$95.00
PERIODONTICS (4000-4999):		

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D4210	Gingivectomy or Gingivoplasty - Four or More Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$265.00
D4211	Gingivectomy or Gingivoplasty - One to Three Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$150.00
D4240	Gingival Flap Procedure, Including Root Planing - Four or More Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$350.00
D4241	Gingival Flap Procedure, Including Root Planing - One to Three Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$280.00
D4249	Clinical Crown Lengthening - hard tissue	\$275.00
D4260	Osseous Surgery (Including Flap Entry and Closure) - Four or More Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$650.00
D4261	Osseous Surgery (Including Flap Entry and Closure) - One to Three Contiguous Teeth or Bounded Teeth Spaces, Per Quadrant	\$525.00
D4270	Pedicle soft tissue graft procedure.	\$295.00
D4271	Free Soft tissue graft procedure (including donor site surgery)	\$315.00
D4341	Periodontal Scaling and Root Planing -Four or More Teeth, Per Quadrant	\$80.00
D4342	Periodontal Scaling and Root Planing, One to Three Teeth, Per Quadrant	\$65.00
D4355	Full Mouth Debridement to Enable Comprehensive Evaluation and Diagnosis	\$80.00
D4910	Periodontal Maintenance	\$65.00
PROSTHODONTICS, REMOVABLE (D5000-D5999):		
D5110	Complete Denture - Maxillary	\$450.00
D5120	Complete Denture - Mandibular	\$450.00
D5130	Immediate Denture - Maxillary	\$495.00
D5140	Immediate Denture - Mandibular	\$495.00
D5211	Maxillary Partial Denture - Resin Base (Including Any Conventional Clasps, Rests, and Teeth)	\$425.00
D5212	Mandibular Partial Denture - Resin Base (Including Any Conventional Clasps, Rests, and Teeth)	\$425.00
D5213	Maxillary Partial Denture - Cast Metal Framework with Resin	\$475.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
	Base (Including Any Conventional Clasps, Rests, and Teeth)	
D5214	Mandibular Partial Denture - Cast Metal Framework with Resin Base (Including Any Conventional Clasps, Rests, and Teeth)	\$475.00
D5225	Maxillary Partial Denture - Flexible base (incl clasps, rests & teeth)	\$475.00
D5226	Mandibular Partial Denture - Flexible base (incl clasps, rests & teeth)	\$475.00
D5281	Removable unilateral partial denture - one piece cast metal (including clasps and teeth)	\$415.00
D5410	Adjust Complete Denture - Maxillary	\$22.00
D5411	Adjust Complete Denture - Mandibular	\$22.00
D5421	Adjust Partial Denture - Maxillary	\$22.00
D5422	Adjust Partial Denture - Mandibular	\$22.00
D5510	Repair Broken Complete Denture Base	\$55.00
D5520	Replace Missing or Broken Teeth - Complete Denture (Each Tooth)	\$40.00
D5610	Repair Resin (Partial) Denture Base	\$60.00
D5620	Repair Cast (Partial Denture) Framework	\$65.00
D5630	Repair or Replace Broken Clasp (Partial Denture)	\$65.00
D5640	Replace Broken Teeth (Partial Denture) - Per Tooth	\$65.00
D5650	Add Tooth to Existing Partial Denture	\$55.00
D5660	Add Clasp to Existing Partial Denture	\$90.00
D5670	Replace All Teeth and Acrylic on Cast Metal (Partial) Framework (Maxillary)	\$350.00
D5671	Replace All Teeth and Acrylic on Cast Metal (Partial) Framework (Mandibular)	\$350.00
D5710	Rebase Complete Maxillary Denture	\$185.00
D5711	Rebase Complete Mandibular Denture	\$185.00
D5720	Rebase Maxillary Partial Denture	\$185.00
D5721	Rebase Mandibular Partial Denture	\$185.00
D5730	Reline Complete Maxillary Denture (Chairside)	\$100.00
D5731	Reline Complete Mandibular Denture (Chairside)	\$100.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D5740	Reline Maxillary Partial Denture (Chairside).	\$100.00
D5741	Reline Mandibular Partial Denture (Chairside)	\$100.00
D5750	Reline Complete Maxillary Denture (Laboratory)	\$175.00
D5751	Reline Complete Mandibular Denture (Laboratory)	\$175.00
D5760	Reline Maxillary Partial Denture (Laboratory)	\$175.00
D5761	Reline Mandibular Partial Denture (Laboratory)	\$175.00
D5810	Interim Complete Denture (Maxillary)	\$300.00
D5811	Interim Complete Denture (Mandibular)	\$300.00
D5820	Interim Partial Denture (Maxillary)	\$195.00
D5821	Interim Partial Denture (Mandibular)	\$195.00
D5850	Tissue Conditioning (Maxillary)	\$40.00
D5851	Tissue Conditioning (Mandibular)	\$40.00
PROSTHODONTICS, FIXED (D6000-D6999):		
D6210	Pontic - Cast High Noble Metal ¹	\$405.00
D6211	Pontic - Cast Predominantly Base Metal ¹	\$375.00
D6212	Pontic - Cast Noble Metal ¹	\$405.00
D6240	Pontic - Porcelain Fused to High Noble Metal ¹	\$405.00
D6241	Pontic - Porcelain Fused to Predominantly Base Metal ¹	\$375.00
D6242	Pontic - Porcelain Fused to Noble Metal ¹	\$405.00
D6250	Pontic - Resin with High Noble Metal	\$405.00
D6251	Pontic - Resin with Predominantly Base Metal	\$375.00
D6252	Pontic - Resin with Noble Metal	\$405.00
D6602	Inlay - Cast High Noble Metal, Two Surfaces ¹	\$350.00
D6603	Inlay - Cast High Noble Metal, Three or more Surfaces ¹	\$360.00
D6604	Inlay - Cast Predominantly base Metal, Two Surfaces	\$255.00
D6605	Inlay - Cast Predominantly base Metal, Three or more Surfaces	\$260.00
D6606	Inlay - cast Noble Metal, Two Surfaces	\$350.00
D6607	Inlay - cast Noble Metal, Three or more Surfaces	\$360.00
D6720	Crown - Resin with High Noble Metal ¹	\$405.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D6721	Crown - Resin with Predominantly Base Metal	\$375.00
D6722	Crown - Resin with Noble Metal	\$405.00
D6740	Crown - Porcelain/Ceramic Substrate	\$475.00
D6750	Crown - Porcelain Fused to High Noble Metal	\$405.00
D6751	Crown - Porcelain Fused to Predominantly Base Metal	\$375.00
D6752	Crown - Porcelain Fused to Noble Metal	\$405.00
D6780	Crown - 3/4 Cast High Noble Metal ¹	\$405.00
D6782	Crown - 3/4 Cast Noble Metal ¹	\$405.00
D6790	Crown - Full Cast High Noble Metal ¹	\$405.00
D6792	Crown - Full Cast Noble Metal ¹	\$405.00
D6794	Crown - Titanium	\$405.00
D6930	Re-Cement Fixed Partial Denture	\$35.00
D6940	Stress Breaker	\$80.00
D6950	Precision Attachment	\$220.00
D6970	Post and Core in Addition to Fixed Partial Denture Retainer - Indirectly Fabricated ¹	\$85.00
D6972	Prefabricated Post and Core in Addition to Fixed Partial Denture Retainer	\$75.00
D6980	Fixed Partial Denture Repair, By Report	\$80.00
ORAL SURGERY (D7000-7999)		
D7111	Extraction, Coronal Remnants, Deciduous Tooth	\$30.00
D7140	Extraction, Erupted Tooth or Exposed Root (Elevation and/or Forceps Removal)	\$40.00
D7210	Surgical Removal of Erupted Tooth Requiring Elevation of Mucoperiosteal Flap and Removal of Bone and/or Section of Tooth	\$70.00
D7220	Removal of Impacted Tooth - Soft Tissue	\$110.00
D7230	Removal of Impacted Tooth - Partially Bony	\$190.00
D7240	Removal of Impacted Tooth - Completely Bony	\$210.00
D7241	Removal of Impacted Tooth - Completely Bony, with Unusual Surgical Complications	\$230.00
D7250	Surgical Removal of Residual Tooth Roots (Cutting Procedure)	\$75.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D7286	Biopsy of oral tissue - soft	\$125.00
D7310	Alveoloplasty in Conjunction with Extractions - Four or More Teeth or Tooth Spaces, Per Quadrant	\$150.00
D7311	Alveoloplasty in Conjunction with Extractions - One to Three Teeth or Tooth Spaces, Per Quadrant	\$150.00
D7320	Alveoloplasty Not in Conjunction with Extractions - Four or More Teeth or Tooth Spaces, Per Quadrant	\$200.00
D7321	Alveoloplasty Not in Conjunction with Extractions - One to Three Teeth or Tooth Spaces, Per Quadrant	\$200.00
D7510	Incision and Drainage of Abscess - Intraoral Soft Tissue	\$45.00
D7960	Frenulectomy (Frenectomy or Frenotomy) - Separate Procedure Not Incident to Another	\$160.00
ORTHODONTICS (D8000-D8999)		
Orthodontic services are subject to payment of any applicable Copayments.		
D8070	Comprehensive Orthodontic Treatment of the Transitional Dentition	\$3,100.00
D8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition	\$3,100.00
D8090	Comprehensive Orthodontic Treatment of the Adult Dentition	\$3,100.00
D8660	Pre-Orthodontic Treatment Visit (as part of Contract)	\$0.00
D8670	Periodic Orthodontic Treatment (as Part of Contract)	\$0.00
D8680	Orthodontic Retention - Per Arch (Removal of Appliances, Construction and Placement of Retainers(s))	\$250.00
D8999	Unspecified orthodontic procedure, by report - includes treatment planning session	\$150.00
ADJUNCTIVE GENERAL SERVICES (D9110-D9999)		
D9110	Palliative (Emergency) Treatment of Dental Pain - Minor Procedure	\$35.00
D9241	IV Conscious Sedation/Analgesia - First 30 Minutes	\$195.00
D9310	Consultation (Diagnostic Service Provided by Dentist or Physician Other than Requesting Dentist or Physician	\$70.00
D9430	Office Visit-Observation (During office hours) No Other Services Performed	\$10.00
D9440	Office Visit - After Regularly Scheduled Hours	\$40.00

CDT-11 CODE	PROCEDURE DESCRIPTION	COPAYMENT
D9450	Case Presentation, Detailed and Extensive Treatment Planning	\$0.00
D9951	Occlusal adjustment - limited	\$40.00
D9952	Occlusal adjustment - complete	\$175.00
D9999	Unspecified adjunctive procedure, by report - Includes Broken Appointment without 24 hour notice - per 15 minutes of appointment time - up to an overall maximum of \$40.00	\$10.00

¹Base Metal is the benefit. If a high noble metal is used, there will be an additional charge for the actual cost of the upgrade to the high noble metal not to exceed \$150 per unit.

Exclusions of Benefits

- A. Any procedure that is not specifically listed on the Schedule of Benefits.
- B. Hospital and medical charges of any kind, except for dental services otherwise covered.
- C. Lost or stolen appliances including, but not limited to, full or partial dentures, space maintainers, crowns, fixed partial dentures, and orthodontic appliances.
- D. Dental expenses incurred in connection with any dental procedure started after termination of eligibility for dental coverage.
- E. Dental expenses incurred in connection with any dental procedure started before the Enrollee's eligibility under this plan. Examples include: teeth prepared for crowns, root canals in progress, full or partial dentures for which an impression has been taken, and orthodontics.
- F. Prescription and over-the-counter drugs.
- G. Any procedure that has a poor prognosis for a successful result and reasonable longevity based upon the condition of the tooth or teeth and/or surrounding structures, or is inconsistent with generally accepted standards for dentistry.
- H. Implant supported dental appliances and attachments, implant placement, maintenance, removal and all other services associated with a dental implant.
- I. Services solely for cosmetic purposes, unless covered as a benefit in the Schedule of Benefits.
- J. Dental services received from any dental facility other than a Participating Dentist, or a pre-authorized specialist (endodontist, periodontist, oral surgeon, pediatric dentist, or orthodontist), except for Emergency Services.
- K. Procedures, appliances or restorations if the purpose is to change vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, or to diagnose or treat abnormal conditions of the temporomandibular joint (TMJ), with the exception of Occlusal Adjustment covered under procedures D9951 and D9952 as shown on the Schedule of Benefits.
- L. Extraction of teeth, when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including but not limited to the removal of third molars or orthodontic extractions.

- M. Accidental injury - defined as damage to the hard and soft tissue of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissue of the oral cavity related to normal masticatory (chewing) function will be covered at the stated copayments on the Schedule of Benefits.
- N. Myofunctional and parafunctional appliances and/or therapies.
- O. Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.
- P. Duplication of x-rays
- Q. Consultations or other diagnostic services for non-covered benefits.
- R. Treatment or extraction of primary teeth when exfoliation (normal shedding and loss) is imminent.
- S. Porcelain crowns, porcelain fused to metal or resin with metal type crown and fixed partial denture (bridges) for children under 16 years of age.
- T. Replacement of an existing bridge, partial or denture which is satisfactory or which can be made satisfactory.
- U. The following orthodontic services are excluded:
 - a.) Retreatment of Orthodontic cases
 - b.) Treatment in progress at inception of eligibility
 - c.) Changes in treatment necessitated by accident
 - d.) Phase I orthodontic care or orthodontic care prior to age 10
 - e.) Extractions for orthodontic purposes
 - f.) Composite or ceramic brackets, lingual adaptation of orthodontic bands, Invisalign and other specialized or cosmetic alternatives to standard fixed and removable orthodontic appliances.
 - g.) Cases involving surgical orthodontics, myofunctional therapy, TMJ, cleft palate, micrognathia, and hormonal balances.

Limitations of Benefits

- A. Full Mouth X-rays - These are limited to only once in a 24 month period.
- B. Bitewing X-rays - These are limited to one series every six months.
- C. Fillings (amalgams and composites) are benefits for the removal of decay, for minor repairs of tooth structure or to replace a lost or failing restoration.
- D. The placement of a crown, inlay or onlay is a benefit only when covered in the Schedule of Benefits and when there is insufficient tooth structure to support a filling. Veneers, posterior to the second bicuspid, are considered purely cosmetic dentistry. Allowances will be made for a cast full crown. If performed the Covered Person must pay the additional fee.
- E. The replacement of an existing inlay, onlay, crown, fixed partial denture (bridge) or a removable full or partial denture is covered when:
 - a.) The existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, and
 - b.) Either of the following:

- ◆ The existing non-functional restoration/bridge/denture was placed five or more years prior to its replacement, or
 - ◆ If an existing partial denture is less than five years old, but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
- F. Coverage for the placement of a fixed partial denture (bridge) requires that:
- a.) No cantilevered posterior pontic (prosthetic tooth) be included; and
 - ◆ The sole tooth to be replaced in the arch is a permanent tooth, which cannot be replaced by adding another tooth to an existing removable partial denture; or
 - ◆ The new bridge would replace an existing, non-functional bridge; or
 - ◆ Each abutment tooth be crowned meets Limitation D.
- G. Fluoride Treatments - These are limited to only once per year, to the age of 19.
- H. Periodontal Curettage & Root Planing - Both of these procedures are allowable only when the need can be demonstrated radiographically and/or by written explanation and only two quadrants is allowable at an appointment with a maximum of four quadrants during any 12 consecutive months.
- I. Benefits provided by a pediatric dentist are limited to children through age six following an attempt by the Covered Person's Participating Dentist to treat the child, and upon prior authorization, less applicable copayments. The Plan will consider exceptions on an individual basis if a child has a physical or mental impairment, limitation or condition which substantially interferes with that child's ability to have Benefits provided by a Participating Dentist.
- J. Relines - Limited to only twice per year.
- K. Prophylaxis - These "teeth cleanings" are allowable only once every six months.
- L. Replacement of Missing Teeth - With complete or partial dentures or fixed bridges, using standard procedures is covered. However, treatment involving the following procedures is considered optional and, if performed, Covered Person's should be advised of his/her responsibility for the additional fee:
- a.) precious metal for removable appliances;
 - b.) precision attachments
 - c.) overlays and implants; and
 - d.) personalization and characterization
- M. Correction of Occlusion - This is not a separate benefit, but it is considered a part of the completed restoration or fixed prosthesis.
- N. Dowell Posts or PINS - These items are not covered, except where insufficient coronal structure remain to retain the crown restoration.
- O. Subgingival Scaling - This procedure is allowable only when the need can be demonstrated

