New Member Welcome Kit

New Member Welcome Kit

- Your Delta Dental ID Cards
- Member Handbook
- Evidence of Coverage

HILLDRUP COMPANIES
Group Number: 000700238

Delta Dental of Virginia
4818 Starkey Road
Roanoke, Virginia 24018-8542

MH_EOC#2019

DELTA DENTAL®

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Your Member Handbook

This Member Handbook is designed to help you get the most from your dental plan. It highlights the key things you need to know as an enrollee. The handbook is intended to answer questions you may have about your covered benefits.

Also included in this handbook is your evidence of coverage (EOC). The EOC is your actual explanation of covered benefits as an enrollee. While this handbook is a general guide to using your benefits, the EOC is always the ultimate source of information about covered benefits, exclusions, limitations, membership provisions and is a part of your group's contract. Please review your EOC.

How to Contact Us

ON THE WEB

We encourage you to visit us on the web at **DeltaDentalVA.com**. As a new member you should register to use our secured information center. Once registered, you can review **benefits and eligibility** information, specifics on any **claims filed** and **remaining benefit balances** for all the individuals covered under your policy. You can also **print additional copies of your ID card** to use when visiting your dentist.

BY PHONE

Call Delta Dental's Benefit Services department whenever you have a question about your dental plan. You can reach us by calling **800-237-6060** or the toll-free number on the bottom of your Delta Dental of Virginia ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. Benefit Services representatives are available Monday through Thursday from 8:15 am to 6:00 pm and Friday 8:15 am to 4:45 pm (EST) to help with:

- General questions
- Claims questions
- Information about network dentists and specialists
- Complaints and problem resolution

Delta Dental also offers a 24-hour automated phone system which can be used to:

- Check the status of a claim
- Determine how much of your deductible has been satisfied
- Locate a provider
- Get updates on available benefits

BY MAIL

Correspondence should be addressed to:

Delta Dental of Virginia
ATTN: Benefit Services
4818 Starkey Road
Roanoke, VA 24018-8542

How to Use Your Benefits

You and your family members are covered for dental services when enrolled in one of Delta Dental's plans. Our plans are designed to make covered benefits more affordable. In most cases, this plan will pay a portion of the cost of your covered benefits (up to any plan maximums). You may be responsible for deductibles, coinsurance and in some cases, dentists charges that exceed what Delta Dental covers. Please see the **Schedule of Benefits** in your EOC for more details about what is covered under your plan. In all cases where you choose to have a more expensive service or benefit than is normally provided, or for which Delta Dental does not believe a "valid need" is shown, Delta Dental will pay the applicable percentage of the fee for the service which is adequate to restore the tooth or dental arch to proper function. You may be responsible for the difference between what Delta Dental pays and the dentist's fee for the optional treatment.

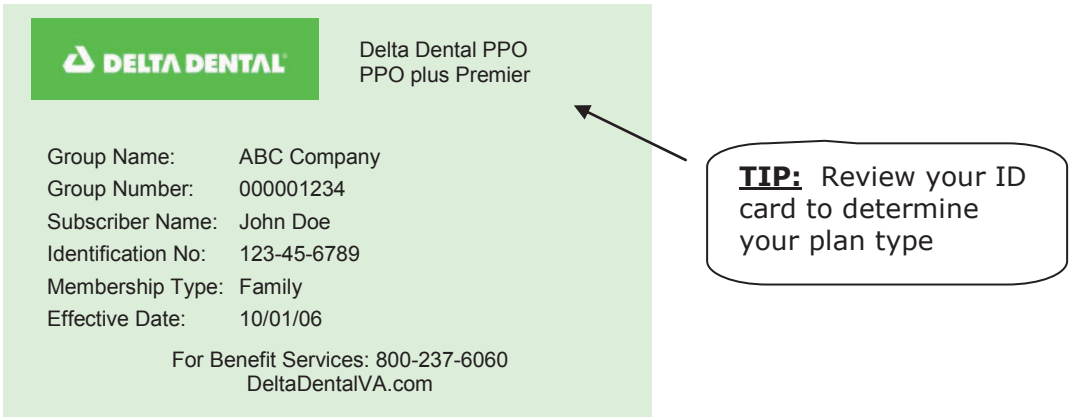
Eligible Dependents

An employee's lawful spouse (or domestic partner, if covered) and children (please see your **Schedule of Benefits** for details on the dependent age limits) are eligible to be covered under your plan. If you need to add dependents to your coverage, please see your benefit administrator. Generally, dependents can be added to your coverage on the first day of the month immediately following a qualifying event as long as Delta Dental is notified in writing no later than 31 days after the qualifying event.

For full details regarding eligibility please refer to your EOC at the end of this handbook or contact our Benefit Services department at the toll-free number on your ID card.

Choosing Your Dentist

There are advantages to choosing a network dentist. Before you select a dentist please see the upper right-hand corner of your ID card (see diagram below) to determine your plan type. For the most up-to-date information on participating dentists you can visit Delta Dental of Virginia's website at **DeltaDentalVA.com**, call the toll-free number listed on the bottom of your ID card, or call your dentist's office. Your level of coverage may be limited based on the dentist's participation in the Delta Dental network(s). Please see **How Delta Dental Pays for Covered Benefits** in the Evidence of Coverage section of this booklet for more details about your coverage.



How to Estimate Your Cost

Delta Dental Premier Plans

If enrolled in a **Delta Dental Premier** plan, to receive the highest level of benefits you should choose a dentist who participates in the Delta Dental Premier network. These dentists participate in our largest network and reduce your out-of-pocket costs by agreeing to accept our Delta Dental Premier plan allowance as full payment for covered benefits. You may be responsible for deductibles and coinsurance (if any). This means that as a participating dentist they have agreed not to bill you for amounts that exceed the plan allowance. If covered benefits are paid based on a table of allowance fee schedule, you may also be responsible for the difference between the plan allowance and the fee schedule. We pay the dentist directly, so you do not have to pay the whole bill up front and wait for reimbursement.

You may select any licensed dentist to provide your dental care. For covered benefits provided by non-participating dentists, Delta Dental bases its payment on the non-participating plan allowance for non-participating dentists, which may be lower than the Delta Dental Premier plan allowance. Non-participating dentists have not agreed to accept our reimbursement as payment in full. This means that in addition to what Delta Dental pays, you must pay any deductible, coinsurance, and the difference between our non-participating dentist allowance and the charges submitted by this dentist. Therefore, the amount you would owe a non-participating dentist is typically higher than if you chose a Delta Dental Premier dentist. If you do decide on a non-participating dentist, in most cases, we will pay you directly for covered benefits unless an assignment of benefits is made with Delta Dental.

See the illustration below for an example of how payments are made between participating and non-participating dentists. The example shown is for illustrative purposes only. Dollar amounts and Coinsurance percentages may not represent actual charges or plan benefits.

	Premier Network Dentist	**Non-Participating Dentist**
Dentist's Charge for Covered Procedure	**$215.00**	**$215.00**
Delta Dental's Plan Allowance	**$169.00**	**$113.00**
Coinsurance Percentage	**80%**	**80%**
Delta Dental's Payment	**$135.20**	**$90.40**
Patient Payment*	**$33.80**	**$124.60**
Amount Dentist Receives	**$169.00**	**$215.00**

Delta Dental PPO Plans*

If enrolled in a Delta Dental PPO plan, you can enjoy the ultimate balance of cost and flexibility. Just choose a dentist who participates in the Delta Dental PPO network, and you will receive the greatest level of savings on your out-of-pocket costs. Delta Dental PPO dentists, excluding certain specialists, have agreed to accept a greater discount (Delta Dental PPO plan allowance) as payment in full for covered benefits. You may be responsible for deductibles and coinsurance (if any). This means that as a participating dentist they have agreed not to bill you for amounts that exceed the plan allowance. We pay PPO dentists directly, so you do not have to pay the whole bill up front and wait for reimbursement. Endodontists, Oral Surgeons, Periodontists and Orthodontists that participate in our Delta Dental Premier and PPO Networks are paid at a specialist rate. There is no difference in the Premier and PPO discounts for these specialists.

You may select any licensed dentist to provide your dental care. Delta Dental bases its payment on the Delta Dental PPO plan allowance for covered benefits provided by non-participating dentists. Non-participating and Delta Dental Premier dentists have not agreed to accept the Delta Dental PPO plan allowance as payment in full. This means that in addition to what Delta Dental pays, you must pay any

deductible and coinsurance. For a non-participating dentist you may also have to pay the difference between our Delta Dental PPO plan allowance and the charges submitted by this dentist. For a Delta Dental Premier dentist you must also pay the difference between our Delta Dental PPO plan allowance and Delta Dental Premier plan allowance. Therefore, the amount you would owe a non-participating or Delta Dental Premier dentist is typically higher than if you chose a Delta Dental PPO dentist. If you go to a non-participating dentist, in most cases, we will pay you directly for covered benefits unless an assignment of benefits is made with Delta Dental. We pay Delta Dental Premier dentists directly, so you do not have to pay the whole bill up front and wait for reimbursement.

See the following illustration for an example of how payments are made between participating and non-participating dentists. The example shown is for illustrative purposes only. Dollar amounts and Coinsurance percentages may not represent actual charges or plan benefits.

	PPO Network Dentist	Premier Network Dentist	Non-Participating Dentist
Dentist's Charge for Covered Procedure	**$215.00**	**$215.00**	**$215.00**
Delta Dental's Plan Allowance	**$126.00**	**$126.00**	**$126.00**
Coinsurance Percentage	**80%**	**80%**	**80%**
Delta Dental's Payment	**$100.80**	**$100.80**	**$100.80**
Delta Dental's Premier Plan Allowance	**N/A**	**$169.00**	**N/A**
Patient Payment*	**$25.20**	**$68.20**	**$114.20**
Amount Dentist Receives	**$126.00**	**$169.00**	**$215.00**

As you can see in this example, the patient's out-of-pocket cost is lower using a Delta Dental PPO Dentist.

The Delta Dental PPO network is not available in all areas. Please consult our website at* **DeltaDentalVA.com and go to the **Find a Dentist** link for details and to check dentist participation.

Delta Dental PPO (Plus Premier) Plans*

With these plans you are provided with a unique opportunity we call the 'safety-net' feature. This feature allows you to select a dentist from either the Delta Dental PPO or the Delta Dental Premier network. These participating dentists have agreed to accept our network plan allowance as payment in full for your covered benefits. You may be responsible for deductibles and coinsurance (if any). This means that as a participating dentist they have agreed not to bill you for amounts that exceed the network plan allowance. We pay the dentist directly, so you do not have to pay the whole bill up front and wait for reimbursement.

You may select any licensed dentist to provide your dental care. Delta Dental bases its payment on the non-participating plan allowance for covered benefits provided by non-participating dentists. Non-participating dentists have not agreed to accept the non-participating plan allowance as payment in full. This means that in addition to what Delta Dental pays, you must pay any deductible and coinsurance. In addition, for a non-participating dentist you must also pay the difference between our non-participating dentist allowance and the charges submitted by this dentist. Therefore, the amount you would owe a non-participating dentist is typically higher than if you chose a Delta Dental PPO or Delta Dental Premier dentist. If you go to a non-participating dentist, in most cases, we will pay you directly for covered

benefits unless an assignment of benefits is made with Delta Dental. We pay PPO dentists directly, so you do not have to pay the whole bill up front and wait for reimbursement.

See the illustration below for an example of how payments are made between participating and non-participating dentists. The example shown is for illustrative purposes only. Dollar amounts and Coinsurance percentages may not represent actual charges or plan benefits.

	PPO Network Dentist	Premier Network Dentist	Non-Participating Dentist
Dentist's Charge for Covered Procedure	**$215.00**	**$215.00**	**$215.00**
Delta Dental's Plan Allowance	**$126.00**	**$169.00**	**$113.00**
Coinsurance Percentage	**80%**	**80%**	**80%**
Delta Dental's Payment	**$100.80**	**$135.20**	**$90.40**
Patient Payment*	**$25.20**	**$33.80**	**$124.60**
Amount Dentist Receives	**$126.00**	**$169.00**	**$215.00**

As you can see in this example, the patient's out-of-pocket cost is lower using a Delta Dental PPO Dentist.

The Delta Dental PPO network is not available in all areas. Please consult our website at* **DeltaDentalVA.com and go to the **Find a Dentist** link for details and to check dentist participation.

Delta Dental PPO – EPO Plan Design*

If your plan is a PPO plan, you can enjoy the ultimate balance of cost and flexibility. Just choose a dentist who participates in the Delta Dental PPO network, and you will receive the greatest level of savings on your out-of-pocket costs. Delta Dental PPO dentists, excluding certain specialists, have agreed to accept a greater discount (Delta Dental PPO plan allowance) as payment in full for covered benefits. This means that you only pay your deductible and any coinsurance for covered benefits. We pay Delta Dental PPO dentists directly, so you do not have to pay the whole bill up front and wait for reimbursement.
Endodontists, Oral Surgeons, Periodontists and Orthodontists that participate in our Delta Dental Premier and PPO Networks are paid at a specialist rate. There is no difference in the Premier and PPO discounts for these specialists.

There are two very important rules for this program that you should keep in mind.

1) In almost every case, a Delta Dental PPO Dentist must provide covered benefits.

2) In almost all cases, non-participating Dentists' services are not covered. There is one exception. You may also receive covered benefits from a Dentist that is not in the Delta Dental PPO network if the covered benefit(s) are emergency services and you are at least 35 miles from a Delta Dental PPO Dentist's office. However, your benefit maximum for all emergency services provided by a Dentist that is not in the Delta Dental PPO network is limited to $50 per benefit period. ***Emergency services*** are covered benefits that require immediate attention to alleviate severe pain, swelling, bleeding or to avoid serious jeopardy to your health.

You are responsible for the dentist fee(s) when you receive dental services from a dentist who does not participate in the Delta Dental PPO network; unless, they are emergency services and a Delta Dental PPO Dentist is at least 35 miles away.

See the following illustration for an example of how payments are made between Delta Dental PPO, Delta Dental Premier, and Non-Participating dentists for **non-emergency dental service**. The example shown is for illustrative purposes only. Dollar amounts and Coinsurance percentages may not represent actual charges or plan benefits.

	PPO Network Dentist	Premier Network Dentist	Non-Participating Dentist
Dentist's Charge for Covered Procedure	**$215.00**	**$215.00**	**$215.00**
Delta Dental's Plan Allowance	**$126.00**	**$.00**	**$.00**
Coinsurance Percentage	**80%**	**0%**	**0%**
Delta Dental's Payment	**$100.80**	**$.00**	**$.00**
Patient Payment*	**$25.20**	**$215.00**	**$215.00**
Amount Dentist Receives	**$126.00**	**$215.00**	**$215.00**

As you can see in this example, the patient's out-of-pocket cost is lower using a Delta Dental PPO Dentist.

The Delta Dental PPO network is not available in all areas. Please consult our website at* **DeltaDentalVA.com and go to the **Find a Dentist** link for details and to check dentist participation.

Predetermination of Benefits

Another aspect of Delta Dental's quality assurance is cost management. It's a responsibility we have to you, our customer. To fulfill that responsibility, we're tracking and analyzing costs at every step of the process. Delta Dental's close relationship with our participating dentists goes a long way toward achieving cost-conscious coverage for you.

To assist you in managing your total costs, Delta Dental also offers what's called "Predetermination of Benefits". Dentists may submit their treatment plan to Delta Dental for review and estimation of coverage before procedures are started. Delta Dental advises the patient and the dentist of what services are covered and what the payment would be. The actual payment for these predetermined services depends on eligibility, any plan limitations, coordination of benefits and the remaining maximum at the time services are performed. A predetermination plan is subject to change based on the dentist's participation status at the time of treatment and does not guarantee direct payment. Of course, predetermination is optional, but it is strongly recommended for dental services expected to exceed $250. Once the service is completed, the claim should be submitted to Delta Dental for prompt payment.

Filing Claims

Most dentists file claims electronically or have claim forms on hand. If they don't, you may obtain one by visiting our website at **DeltaDentalVA.com**. In some cases your human resources office may have a

supply, or you can call our Benefit Services department at 800-237-6060 or the toll-free number listed on the bottom of your ID card.

If you use a Delta Dental participating dentist, your claim will be submitted for you. If you visit a non-participating dentist, you may need to submit your own claim. Just follow these easy steps to ensure efficient processing:

> Complete your portion of the claim form and present the form to the dentist for completion. If you visit a non-participating dentist you may need to mail your completed claim form to the address below.

All claims are processed at Delta Dental of Virginia's headquarters in Roanoke, Virginia. Our mailing address is:

Delta Dental of Virginia
4818 Starkey Road
Roanoke, VA 24018-8542

All claims must be submitted within twelve (12) months of the date services are completed. This is called the timely filing limitation. If the claim is for Orthodontic services, the claim should be filed at the time of the banding. New enrollees, who are already in Orthodontic treatment when this coverage becomes effective or after a benefit waiting period (if applicable) is met, should file a claim upon enrollment or once the benefit waiting period has been satisfied.

Delta Dental will notify you in writing of the amount of benefits paid on your behalf and the amount that you must pay. This is called an **explanation of benefits (EOB)**. If you receive covered benefits and there is no patient balance, you **will not** receive an EOB unless Delta Dental applied a processing policy that resulted in no patient balance. If you need a copy of your EOB for any reason, you can always request one or print a copy from the Delta Dental website.

Complaint and Appeals Procedures

You have the right to file a complaint or appeal a denied claim. Please consult the EOC at the end of this handbook for details.

Coordination of Benefits

If you are covered under another dental plan, Delta Dental will coordinate your covered benefits as described in your EOC. Among other things, coordination of benefits (COB) eliminates duplicate payments for the same dental or orthodontic services. Please see the EOC at the end of this handbook for details on the rules regarding which insurance plan would be considered primary and which would be considered secondary for payment purposes.

Common Dental Terminology

Listed below are definitions for commonly used dental terms. For a more comprehensive listing see our website at **DeltaDentalVA.com**. Please also see the Definitions section in your EOC at the end of this handbook for a listing of defined contractual terms.

Amalgam Filling– a type of tooth filling made of silver and mercury.

Anesthesia – substances used to remove the effects of pain. Generally 1 of 4 types: topical anesthesia, local anesthesia, general anesthesia or neuroleptic anesthesia.

Anterior (front) teeth means the upper front teeth, tooth numbers 6-11; and/or the lower front teeth, tooth numbers 22-27.

Bitewing X-rays – similar to periapical X-ray except that only the crowns and part of the roots are seen for 2-3 adjacent teeth. Called Bitewing due to the X-ray film holder which provides a surface to bite down on and hold the X-ray securely in place.

Board Certified – a dentist that has been approved by the American Dental Society to practice a particular specialty. Board certified dentists have demonstrated at least 2 years of residency in a particular dental specialty and have passed an exam demonstrating education and experience to be certified in that specialty.

Bridge – dental work that involves supporting a replacement tooth between two healthy teeth.

Bruxism – clenching or grinding of the teeth.

Caries – clinical term for decay (cavity).

Comprehensive or periodic oral evaluation – evaluation and recording of the extraoral and intraoral hard and soft tissues (outside and inside of the mouth) typically including any cavities, missing or unerupted (yet to break the skin) teeth, filings and periodontal conditions. This includes an oral cancer screening.

Composite Filling– an alternative to amalgam fillings. Composite fillings are made from a resin. They are naturally white, can easily be colored to match the surrounding teeth, and are relatively easy to install. Composite fillings are most generally used on front teeth.

Crowns – a tooth-shaped "cap" made of porcelain, composite, and/or metal that is permanently placed on top of a damaged tooth.

Curettage – a periodontal procedure which involves scraping off plaque to the bottom of the damaged gum tissue and removing the damaged gum tissue.

Dental Implants – a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing for dental replacement.

Dentures – a set of artificial teeth.

Endodontist – a Board Certified dentist specializing in the disease of tooth pulp.

Fluoride – a chemical known to strengthen tooth enamel making teeth less susceptible to decay.

General Anesthesia – a class of anesthesia substance or substances that are inhaled as gases. General anesthesia eliminates pain by rendering patients completely unconscious.

Gingivitis – stage one of early periodontal disease characterized by inflamed, reddish gum tissue which may bleed easily when touched or brushed. Untreated, gingivitis can lead to chronic periodontal disease and the instability of teeth.

Gingivectomy – a procedure performed by periodontist to remove diseased gum tissue.

Implant Supported Crown or Prosthetics – a crown or prosthetic placed on or supported by an implant to replace missing teeth.

Impacted Tooth – a tooth that is blocked by an adjacent tooth, bone, or soft tissue preventing it from erupting the surface of the gum. Often times, impacted teeth must be surgically removed.

Local Anesthesia – a class of anesthesia substance applied by injection directly to the gums or mouth tissue to provide pain relief to a local area of the mouth or gum. The patient remains alert during the procedure without the pain.

Neuroleptic Anesthesia – a class of anesthesia substance applied intravenously. The degree of anesthesia can be controlled from slight consciousness to totally unconscious.

Nightguard/Occlusal Guard – a removable acrylic appliance used to minimize the effects of grinding the teeth (bruxism) or joint problems (TMJ). Usually worn at night.

Oral and Maxillofacial Surgeon – Board Certified dentist who specializes in surgery of the teeth and bones of the jaw, jawbone or face.

Orthodontist – Board Certified dentist who specializes in correcting abnormally aligned or positioned teeth.

Panoramic X-ray – the X-ray machine makes a complete half circle from ear to ear to produce a complete two dimensional representation of all teeth.

Periapical X-ray – X-rays providing complete side views from the roots to the crowns of the teeth. Typically a complete set consists of 14-24 films with each tooth appearing in two different films from two different angles.

Periodontist – Board Certified dentist who specializes in gums, gum disease, tissues and structures supporting the teeth.

Plaque – a sticky fairly transparent film that forms on the teeth or cracks of the teeth primarily composed of undigested food particles mixed with saliva and bacteria. Left alone, plaque eventually turns into tartar or calculus.

Pontic – the part of a bridge that replaces the missing teeth.

Prophylaxis – removal of plaque, tartar and stains from teeth.

Prosthetics – a device or appliance used to replace one or more missing teeth.

Prosthodontist – Board Certified dentist who specializes in the replacement of missing teeth by bridges and dentures.

Root Canal – a four step process required when the inner pulp of the tooth is irreversibly damaged. Step 1 involves removing all of the inner pulp of the tooth. Step 2 involves cleaning and smoothing the inside of the tooth. Step 3 involves filling the tooth with an inert material. Finally, an artificial crown is placed on top of the tooth.

Root Planing – the procedure of scraping plaque off of teeth below the gum line or on the root of the tooth.

Sealants – a substance applied to the biting surface of teeth to protect them from decay.

Splints – used when an otherwise healthy tooth has become loose due to advanced periodontal disease to prevent movement.

Topical Anesthesia – ointment or gel applied directly to the gums or mouth tissue to provide pain relief on the immediate surface of the tissue. Often applied to reduce the pain associated with needle pricks or to reduce pain and discomfort of mild infections or irritations on the gum or in the mouth.

TMJ or Temporomandibular Joint Disorder - the joint formed where the lower jaw bone attaches to the head. TMJ refers to the general class of disorder affecting the bones and muscles of this region. Symptoms range from tenderness and swelling to headaches and neck and back aches. Generally, a clicking or popping sound is heard when the jaw is opened or closed.

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DELTA DENTAL®

EVIDENCE OF COVERAGE

Delta Dental of Virginia
4818 Starkey Road
Roanoke, Virginia 24018-8542
Telephone: 800-237-6060
TTY/TDD: 877-287-9039

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This is your Evidence of Coverage. It is also referred to as your EOC. This EOC is part of your Group's Contract. The entire agreement consists of the following: the Evidence of Coverage, the Group contract and any amendments and attachments. In all cases, the Evidence of Coverage including the **Schedule of Benefits** and Benefit Limitations will be the controlling document. All of the provisions in this EOC are subject to the terms, conditions, and limitations of your Group's contract.

Delta Dental of Virginia provides your coverage. Delta Dental's plans are designed to make the cost of your Covered Benefits more affordable. In most cases, this plan will pay a portion of your Covered Benefits' costs. The plan does not pay all your costs. You may be responsible for Deductibles, Coinsurances, and some Dentists' charges that exceed what Delta Dental pays.

NOTE: Words that are capitalized indicate that they are a defined term. Please refer to the Definitions section, for more detailed information on defined terms.

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PLAN PROVISIONS

The following is a description of benefits offered under your Group dental plan.

If you have any questions about your benefits or need additional information, you can contact our Benefit Services department by calling 800-237-6060 or by calling the number on your ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line.

NOTE: The Benefit Period during which the Annual Maximum(s) and Deductible (if any) is accumulated is January to December .

BENEFIT DEDUCTIBLE INFORMATION				
Plan Benefit	Deductible Type*	Plan Differential**		
		Delta Dental PPO	Delta Dental Premier	Non-Participating
All Covered Benefits except orthodontic services	Individual Annual	$25	$25	$25
All Covered Benefits except orthodontic services	Family Annual	$75	$75	$75

BENEFIT MAXIMUM INFORMATION				
Plan Benefit	Maximum Type	Plan Differential**		
		Delta Dental PPO	Delta Dental Premier	Non-Participating
All Covered Benefits except orthodontic services	Individual Annual	$1500	$1500	$1500
Orthodontic services	Individual Lifetime	$1000	$1000	$1000

DEPENDENT AGE LIMITS	
Covered dependent children	Through the end of the month they reach age 26.
Orthodontic age limit for covered dependent children	Through the end of the day they reach age 19.

* Refer to the **Schedule of Benefits** to determine if a deductible applies to a specific Covered Benefit.
** The amounts listed under the Plan Differential are the deductible and maximum benefits permitted. The deductibles and maximums are not separate and amounts applied to one will apply to the other.

NOTE: The term 'All Covered Benefits except orthodontic services' does not imply that orthodontic services are a Covered Benefit; refer to the **Schedule of Benefits** for a listing of Covered Benefits.

SCHEDULE OF BENEFITS

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Diagnostic & Preventive Services									
Oral exams (periodic, limited-problem focused, exams for patients under three years of age, comprehensive, detailed and extensive, re-evaluation, comprehensive periodontal)	100%	100%	100%	N	N	N	N/A	N	N
Bitewing X-rays (including vertical bitewings)	100%	100%	100%	N	N	N	N/A	N	N
Intraoral-periapical	100%	100%	100%	N	N	N	N/A	N	N
Intraoral-occlusal	100%	100%	100%	N	N	N	N/A	N	N
Complete full mouth X-rays (intraoral-complete series and panoramic)	100%	100%	100%	N	N	N	N/A	N	N
Pulp vitality tests	100%	100%	100%	N	N	N	N/A	N	N
Cleanings	100%	100%	100%	N	N	N	N/A	N	N
Fluoride applications	100%	100%	100%	N	N	N	N/A	N	N
Sealants and preventive resin restorations	100%	100%	100%	N	N	N	N/A	N	N
Space maintainers – fixed (unilateral and bilateral), including distal shoe space maintainers	100%	100%	100%	N	N	N	N/A	N	N
Space maintainers – removable (unilateral and bilateral)	100%	100%	100%	N	N	N	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Removal of fixed space maintainers	100%	100%	100%	N	N	N	N/A	N	N
Scaling in presence of generalized moderate or severe gingival inflammation	100%	100%	100%	N	N	N	N/A	N	N
Full mouth debridement	100%	100%	100%	N	N	N	N/A	N	N
Periodontal maintenance	80%	80%	80%	Y	Y	Y	N/A	N	N
Evaluations for deep sedation or general anesthesia	100%	100%	100%	N	N	N	N/A	N	N
Basic Services									
Amalgam (silver) and composite (white) fillings	80%	80%	80%	Y	Y	Y	N/A	N	N
Prefabricated stainless steel crowns - primary teeth	80%	80%	80%	Y	Y	Y	N/A	N	N
Protective restoration (sedative filling)	80%	80%	80%	Y	Y	Y	N/A	N	N
Interim therapeutic restoration – primary dentition	80%	80%	80%	Y	Y	Y	N/A	N	N
Pin retention	80%	80%	80%	Y	Y	Y	N/A	N	N
Therapeutic pulpotomy (excluding final restoration)	80%	80%	80%	Y	Y	Y	N/A	N	N
Pulpal debridement	80%	80%	80%	Y	Y	Y	N/A	N	N
Root canal therapy (Anterior, Premolar, Molar) - excluding final restoration	80%	80%	80%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Retreatment of previous root canal therapy	80%	80%	80%	Y	Y	Y	N/A	N	N
Apexification/recalcification	80%	80%	80%	Y	Y	Y	N/A	N	N
Apicoectomy	80%	80%	80%	Y	Y	Y	N/A	N	N
Periradicular surgery without apicoectomy	80%	80%	80%	Y	Y	Y	N/A	N	N
Retrograde filling	80%	80%	80%	Y	Y	Y	N/A	N	N
Gingivectomy or gingivoplasty	80%	80%	80%	Y	Y	Y	N/A	N	N
Gingival flap procedure	80%	80%	80%	Y	Y	Y	N/A	N	N
Crown lengthening	80%	80%	80%	Y	Y	Y	N/A	N	N
Osseous surgery	80%	80%	80%	Y	Y	Y	N/A	N	N
Bone replacement graft – retained natural tooth (does not include bone replacement graft for ridge preservation)	80%	80%	80%	Y	Y	Y	N/A	N	N
Pedicle and free soft tissue graft procedures	80%	80%	80%	Y	Y	Y	N/A	N	N
Autogenous and non-autogenous connective tissue graft procedures; mesial/distal wedge procedure; combined connective tissue and double pedicle graft	80%	80%	80%	Y	Y	Y	N/A	N	N
Periodontal scaling and root planing	80%	80%	80%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Extraction, coronal remnants – primary tooth; extraction, erupted tooth or exposed root (elevation and/or forceps removal)	80%	80%	80%	Y	Y	Y	N/A	N	N
Extraction, erupted tooth requiring removal of bone and/or section of tooth, and including elevation of mucoperiosteal flap if indicated	80%	80%	80%	Y	Y	Y	N/A	N	N
Removal of impacted tooth-soft tissue	80%	80%	80%	Y	Y	Y	N/A	N	N
Removal of impacted tooth - partially and completely bony	80%	80%	80%	Y	Y	Y	N/A	N	N
Removal of residual tooth roots (cutting procedure)	80%	80%	80%	Y	Y	Y	N/A	N	N
Coronectomy - intentional partial tooth removal	80%	80%	80%	Y	Y	Y	N/A	N	N
Oroantral fistula closure	80%	80%	80%	Y	Y	Y	N/A	N	N
Primary closure of sinus perforation	80%	80%	80%	Y	Y	Y	N/A	N	N
Mobilization of erupted or malpositioned tooth to aid eruption	80%	80%	80%	Y	Y	Y	N/A	N	N
Incisional biopsy of oral tissue - hard and soft	80%	80%	80%	Y	Y	Y	N/A	N	N
Alveoloplasty	80%	80%	80%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Removal of lateral exostosis, torus palatinus, torus mandibularis	80%	80%	80%	Y	Y	Y	N/A	N	N
Incision and drainage of abscess - intraoral and extraoral soft tissue	80%	80%	80%	Y	Y	Y	N/A	N	N
Maxillary sinusotomy for removal of tooth fragment or foreign body	80%	80%	80%	Y	Y	Y	N/A	N	N
Frenulectomy; frenuloplasty	80%	80%	80%	Y	Y	Y	N/A	N	N
Excision of hyperplastic tissue	80%	80%	80%	Y	Y	Y	N/A	N	N
Excision of pericoronal gingival	80%	80%	80%	Y	Y	Y	N/A	N	N
Surgical reduction of fibrous tuberosity	80%	80%	80%	Y	Y	Y	N/A	N	N
General anesthesia; analgesia in conjunction with surgical services	80%	80%	80%	Y	Y	Y	N/A	N	N
Re-cement or re-bond inlays, onlays, veneers or partial coverage restorations; re-cement or re-bond indirectly fabricated or prefabricated post and cores; re-cement or re-bond crowns; re-cement or re-bond implant/abutment supported crown	50%	50%	50%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Re-cement or re-bond fixed partial denture; re-cement or re-bond implant/ abutment supported fixed partial denture	50%	50%	50%	Y	Y	Y	N/A	N	N
Repairs to complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Palliative (emergency) treatment of dental pain - minor procedure	80%	80%	80%	Y	Y	Y	N/A	N	N
Consultations	80%	80%	80%	Y	Y	Y	N/A	N	N
Therapeutic parenteral drug	80%	80%	80%	Y	Y	Y	N/A	N	N
Occlusal guard, by report; repair and reline	80%	80%	80%	Y	Y	Y	N/A	N	N
Occlusal adjustments	80%	80%	80%	Y	Y	Y	N/A	N	N
Office visit – after regularly scheduled hours	80%	80%	80%	Y	Y	Y	N/A	N	N
Major Services									
Onlays and single crowns	50%	50%	50%	Y	Y	Y	N/A	N	N
Labial veneers	50%	50%	50%	Y	Y	Y	N/A	N	N
Cast and prefabricated post and core in addition to crown; core buildup, and crown repair	50%	50%	50%	Y	Y	Y	N/A	N	N
Implant supported crowns	50%	50%	50%	Y	Y	Y	N/A	N	N
Complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Adjustments and repairs to complete and partial dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Tissue conditioning	50%	50%	50%	Y	Y	Y	N/A	N	N
Denture relines	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture pontics (does not include indirect resin based composite and provisional pontics)	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture retainers - inlays/onlays	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture retainers - crowns (does not include indirect resin based composite crown)	50%	50%	50%	Y	Y	Y	N/A	N	N
Cast and prefabricated post and core in addition to fixed partial denture retainer; core build up for retainer; fixed partial denture repair	50%	50%	50%	Y	Y	Y	N/A	N	N
Implant supported dentures	50%	50%	50%	Y	Y	Y	N/A	N	N
Fixed partial denture sectioning	50%	50%	50%	Y	Y	Y	N/A	N	N

BENEFIT INFORMATION									
Procedure	Delta Dental Pays			Deductible Applies			Benefit Waiting Period		
	Delta Dental PPO	Delta Dental Premier	Non-Par	Delta Dental PPO	Delta Dental Premier	Non-Par	# of months before covered	Pro-rated for New Hires	Waived For Initial Enrollees
Orthodontic Services									
Treatment necessary for the proper alignment of teeth (includes 2D cephalometric film, 2D oral/facial photographic images, and diagnostic casts)	50%	50%	50%	N	N	N	N/A	N	N
Exposure of an unerupted tooth	50%	50%	50%	N	N	N	N/A	N	N
Placement of device to facilitate eruption of impacted tooth	50%	50%	50%	N	N	N	N/A	N	N

LIMITATIONS

The following limitations apply to all contracts and contain Dental Services that may not be a Covered Benefit under this Evidence of Coverage. Please refer to the **Schedule of Benefits** for a complete listing of Covered Benefits under this Evidence of Coverage.

- Oral exams are limited to twice in a Calendar Year.
- Consultations and evaluations for deep sedation or general anesthesia are limited to twice in a Calendar Year. and are subject to the benefit limitation for regular exams.
- Cleanings are limited to twice in a Calendar Year.
- Periodontal cleaning is limited to twice in a Calendar Year.
- Scaling in presence of generalized moderate or severe gingival inflammation is subject to the benefit limitation of a regular cleaning or periodontal maintenance.
- Full mouth debridement is a Covered Benefit when an Enrollee has not had a cleaning or scaling and root planing within 36 months of the full mouth debridement.
- Full mouth debridement is limited to once in a lifetime.
- Fluoride applications are limited to twice in a Calendar Year for Enrollees under the age of 16.
- Bitewing X-rays are limited to once in a Calendar Year; limited to a maximum of 4 bitewing films in one visit or a set of (7-8) vertical bitewing films.
- Full mouth/panelipse X-rays are limited to once in a 3 year period.
- Sealants and preventive resin restorations are limited to non-carious, non-restored 1st and 2nd permanent molars for Enrollees under the age of 16, one application per tooth every 36 months.
- Amalgam (silver) and composite (white) fillings are limited to once per tooth per surface in a 24 month period.
- Space maintainers, not including distal shoe space maintainers, are limited to once per quadrant per arch per lifetime for Enrollees under the age of 14.
- Distal shoe space maintainers are limited to once per quadrant per arch per lifetime for Enrollees under the age of 9.
- Retreatment of root canal therapy is a Covered Benefit 2 years after initial root canal therapy and is limited to once in a lifetime.
- Replacement of an existing crown not related to an implant is a Covered Benefit once every 5 years per tooth and when the existing crown is not serviceable.
- Scaling and debridement of a single implant is limited to once per tooth in a 24 month period.
- Recementation of existing crowns and inlays are limited to once in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial crown or inlay.
- Replacement of an existing prosthetic not related to an implant is a Covered Benefit once every 5 years and when the existing prosthesis is not serviceable.
- Denture adjustments are limited to twice in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial denture.
- Denture repair is limited to once in a 12 consecutive month period and only if performed more than six (6) months after the placement of the initial denture.
- Implants and implant supported prosthetics are limited to once in a life-time per site for Enrollees age 16 and older.

- Implants are limited to 2 per quadrant and 4 per each arch with a maximum of 8 for full mouth reconstruction.
- A full mouth X-ray includes bitewing X-rays; panoramic X-ray in conjunction with any other X-ray is considered a full mouth X-ray.
- Stainless steel crowns are limited to primary (baby) teeth for Enrollees under the age of 14.
- Gingivectomy or gingivoplasty is limited to once per quadrant in a 36 month period.
- Gingival flap procedures are limited to once per quadrant in a 36 month period.
- Osseous surgery is limited to once per quadrant in a 36 month period.
- Periodontal scaling and root planing is limited to once per quadrant in a 24 month period.
- Autogenous and non-autogenous connective tissue graft procedures; distal or proximal wedge procedure; combined connective tissue and double pedicle graft procedures are limited to once per site in a 36 month period.
- Fixed bridges or removable partials are limited to Enrollees age 16 and older.
- Crowns are a Covered Benefit when the tooth damaged by decay or fracture cannot be restored by amalgam or composite restoration.
- Crowns are limited to Enrollees age 12 and older.
- Temporary prosthetic devices are not a separate benefit. Any charge for these devices is included in the fee for the permanent device.
- Orthodontic services are limited to Enrollees age 5 and older.
- Bone harvesting is limited to once in a lifetime per tooth.
- Adjustment, maintenance or cleaning of a maxillofacial prosthetic appliance is limited to once per year.

1.0 HOW DELTA DENTAL PAYS FOR COVERED BENEFITS

Covered Benefits by Delta Dental PPO Dentists:

Delta Dental PPO Dentists have an agreement with Delta Dental and agree to accept our Plan Allowance for Covered Benefits they perform. This means you pay the Deductibles and Coinsurances (if any) for Covered Benefits. In most instances, we pay Delta Dental PPO Dentists directly.

Covered Benefits by Delta Dental Premier Dentists who are not Delta Dental PPO Dentists:

Delta Dental Premier Dentists have an agreement with Delta Dental and agree to accept our Plan Allowance for Covered Benefits they perform. These Dentists have agreed to accept the Delta Dental Premier Plan Allowance as full payment for Covered Benefits. You are also responsible for any Deductibles and Coinsurances. In most instances, we pay Delta Dental Premier Dentists directly.

Covered Benefits by Non-Participating Dentists:

Non-Participating Dentists have not agreed to accept Delta Dental's payment as full payment. After Delta Dental pays its portion of the bill, you pay the rest, possibly up to the Dentist's total charge for dental services received. You are also responsible for any Deductibles and Coinsurances. Unless Virginia law requires otherwise, we pay you directly for any Covered Benefits.

2.0 ELIGIBILITY AND ENROLLMENT

You are eligible for coverage, if you:

- Meet the Group's eligibility requirements, and
- Properly enroll in the Group's dental plan.

Your employer will inform you of your effective date under the dental plan. An enrollment application is required unless eligibility is submitted electronically. You are considered an Enrollee once Delta Dental receives and approves a signed application or electronic file.

The following individuals are eligible for coverage:

Subscriber
Eligible Subscriber includes:

- Any employee who satisfies the Group's eligibility requirements and is determined to be eligible by the Group; and

- Has completed any new hire waiting period (if applicable) outlined in the **Schedule of Benefits**.

Dependent
A Dependent is any person who is a member of the Subscriber's family, who meets all applicable eligibility requirements under the Group's dental plan and has properly enrolled.

Eligible Dependent includes:

Subscriber's lawful spouse or domestic partner, if covered

Subscriber's unmarried children, including:

- A newborn, natural child or a child placed with Subscriber for adoption;
- A stepchild;
- Children within the age limit requirement(s) outlined in the **Plan Provisions**;
- An unmarried dependent child who is incapable of self-support because of an intellectual disability or physical handicap that began prior to the age limit requirement.

Delta Dental will follow a court order if the Subscriber is required to provide dental coverage for a child meeting the above requirements.

If applicable, to qualify as a full-time student, the dependent must be attending a recognized secondary school, trade school, college or university on a full-time basis. Delta Dental may ask for proof of full-time student status. If a child is not capable of self-support due to a severe intellectual disability or physical handicap that began before the limiting age, Delta Dental may ask for a physician's certification of the dependent's condition.

Other Individuals
As determined to be eligible by the Group.

Military Leave

Delta Dental will cover any Subscriber who is on active duty as required under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA). Subscribers performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, the Subscriber may be required to pay for this coverage. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed.

Even if you do not continue coverage during military leave through your employer, Delta Dental will reinstate coverage if you are eligible under the Group's Contract. To enroll under Delta Dental you can no longer be on active duty with the armed services. Delta Dental must be notified that the returning Subscriber (and dependents, if applicable) is eligible to re-enroll under the Contract. Any benefit waiting period will need to be satisfied that was not satisfied prior to going on active duty. A Subscriber returning from active duty must enroll when first eligible or they will have to wait until the next Open Enrollment Period.

Changing Coverage

The coverage category that the Subscriber selects cannot be changed until the Group's next Open Enrollment Period. However, a Subscriber may change coverage categories before the Open Enrollment Period due to a qualifying event (i.e., marriage, birth, loss of other coverage). It is the Subscriber's responsibility to notify the Group within 31 days of any changes in his or her eligibility status or the status of a Dependent (i.e., divorce). In most cases, a new enrollment application will need to be submitted to Delta Dental.

Regardless of when you enroll, you may have to serve Benefit Waiting Period(s) before you receive Covered Benefits. Please refer to the **Schedule of Benefits** for more information about Benefit Waiting Period(s).

3.0 COVERED BENEFITS, DEDUCTIBLE AND BENEFIT WAITING PERIOD

Dental Services will be provided as a Covered Benefit if it is determined that the service rendered was:

1. Necessary and customary for the diagnosis and/or treatment of your condition;
2. The Dental Service is identified as a Covered Benefit in the **Schedule of Benefits**; and
3. You meet the eligibility requirements under the Contract.

See the **Schedule of Benefits** for a listing of Covered Benefits, applicable Coinsurances, Deductibles, limitations and any benefit waiting periods that might apply.

> **NOTE:** In order for a benefit to be covered, it must be listed as a Covered Benefit on the **Schedule of Benefits**. You can obtain a copy of Covered Benefits including the American Dental Association dental procedure code by calling Delta Dental's Benefit Services department at 800-237-6060.

A Dentist must provide all Covered Benefits. There are five exceptions. A qualified dental hygienist may provide Covered Benefits for:

1. Cleaning or scaling your teeth,
2. Applying fluoride directly (i.e. "topically") to your teeth,

3. Administering oral anesthetics topically,
4. Applying antimicrobial agents topically for the treatment of periodontal pocket lesions, and
5. Administering analgesia and anesthesia.

To be covered, the dental hygienist's services:

1. Must be supervised and guided by a Dentist whose services would also be covered under this Contract;
2. Must be provided in accordance with generally accepted dental practice standards and the laws and the regulations of the state or other jurisdiction in which the services are provided; and
3. Are subject to all other terms, conditions, exclusions, and limitations in the Contract.

Delta Dental may review any claim before it is paid. The reviewer may review the claim to determine generally accepted dental practice standards. Delta Dental uses its own standard processing policies to determine which Dental Services are Covered Benefits. Covered Benefits are subject to Delta Dental's processing policies, limitation and exclusions.

Deductibles, Benefit Maximums, and Coinsurances

Your Deductibles and Benefit Maximums are listed in the **Plan Provisions**.

Deductibles are the dollar amounts you are responsible to pay for covered dental expenses before Delta Dental makes payment. This amount will not be reimbursed by Delta Dental. After any deductible amount has been paid, Delta Dental will pay for Covered Benefits at the percentage rate shown in the **Schedule of Benefits**.

Benefit Maximum is the total dollar amount that Delta Dental will pay for Covered Benefits during a Benefit Period. Amounts over the Benefit Maximum will not be covered. Once the Benefit Maximum is reached you pay 100% of the cost of any Dental Service received. Certain services may have a separate Benefit Maximum.

Coinsurance is a fixed percentage rate of the cost of a Covered Benefit where you may be responsible for sharing the cost for Covered Benefits with Delta Dental. The percentage of the Coinsurance that Delta Dental will pay for each benefit class is shown on the **Schedule of Benefits**. The Dentist may require you to pay your share of any Coinsurance at the time you receive the Covered Benefit.

Benefit Waiting Period

A Benefit Waiting Period is the amount of time that must pass after you enroll before you are eligible for Covered Benefits. Refer to the **Schedule of Benefits** to see if a Benefit Waiting Period applies to a specific Dental Service.

Timely Entrant

Timely Entrant means that those eligible to participate enroll in the Group's dental plan (1) on the inception date of the plan, (2) after completing the Group's new hire waiting period (if applicable); or (3) based on a Qualifying Event.

The **Schedule of Benefits** will tell a Timely Entrant the length (if any) of the Benefit Waiting Period for that service. The **Schedule of Benefits** also tells you if the Benefit Waiting Period will be pro-rated or waived. Pro-rate means that if you enroll after the initial effective date of the Group dental plan and you had coverage for the same Covered Benefit under a prior dental plan, you will receive credit

towards a Benefit Waiting Period under this Contract for that benefit. The prior dental plan must have been in effect immediately preceding this Contract. Proof of prior coverage is required. A waiver means that for a Covered Benefit, if you enroll on the initial effective date of the Group dental plan, the Benefit Waiting Period is waived. The waiver does not apply to new hires enrolling after the initial effective date of the Group dental plan.

If the Group adds a new Covered Benefit or offers another Delta Dental benefit plan where a Benefit Waiting Period applies, you will receive credit for the entire length of time enrolled under this Contract.

4.0 EXCLUSIONS

The following are not Covered Benefits **unless specifically identified** as a Covered Benefit in the **Schedule of Benefits**:

- Services or supplies that are not Dental Services; also services not specifically listed as covered in the **Schedule of Benefits**.
- Services or treatment provided by someone other than a licensed Dentist or a qualified licensed dental hygienist working under the supervision of a Dentist.
- A Dental Service that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines is not necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account generally accepted dental practice standards based on the Dental Services provided. In addition, each Covered Benefit must demonstrate Dental Necessity. Dental Necessity is determined in accordance with generally accepted standards of dentistry.
- Dental Services for injuries or conditions that may be covered under workers compensation, similar employer liability laws or other medical plan coverage; also benefits or services that are available under any federal or state government program (subject to the rules and regulations of those programs) or from any charitable foundation or similar entity.
- Dental Services for the diagnosis or treatment for illnesses, injuries or other conditions you are eligible for coverage under your hospital, medical/surgical, or major medical plan.
- Dental Services started or rendered before the date enrolled under this EOC. Also, except as otherwise provided in this EOC, benefits for a course of treatment that began before you are enrolled under this EOC.
- Except as otherwise provided for in this EOC, Dental Services provided after the date you are no longer enrolled or eligible for coverage under this EOC.
- Except as otherwise provided for in this EOC, prescription and non-prescription drugs; pre-medications; preventive control programs, oral hygiene instructions, and relative analgesia.
- General anesthesia when less than three (3) teeth will be routinely extracted during the same office visit.
- Splinting or devices used to support, protect, or immobilize oral structures that have loosened or been reimplanted, fractured or traumatized.
- Charges for inpatient or outpatient hospital services; any additional fee that the Dentist may charge for treating a patient in a hospital, nursing home or similar facility.
- Charges to complete a claim form, copy records, or respond to Delta Dental's requests for information.
- Charges for failure to keep a scheduled appointment.
- Charges for consultations in person, by phone or by other electronic means.

- Charges for x-ray interpretation.
- Dental Services to the extent that benefits are available or would have been available if you had enrolled, applied for, or maintained eligibility under Title XVIII of the Social Security Act (Medicare), including any amendments or other changes to that Act.
- Complimentary services or Dental Services for which you would not be obligated to pay in the absence of the coverage under this EOC or any similar coverage.
- Services or treatment provided to an immediate family member by the treating Dentist. This would include a Dentist's parent, spouse or child.
- Dental Services and supplies for the replacement device or repeat treatment of lost, misplaced or stolen prosthetic devices including space maintainers, bridges and dentures (among other devices).
- Dental Services or other services that Delta Dental determines are for correcting congenital malformations; also, cosmetic surgery or dentistry for cosmetic purposes.
- Replacement of congenitally missing teeth by dental implant, fixed or removable prosthesis whether the result of a medical diagnosis including but not limited to hereditary ectodermal dysplasia or not related to a medical diagnosis.
- Experimental or investigative dental procedures, services, supplies as well as services and/or procedures due to complications thereof. Experimental or investigative procedures, services or supplies are those which, in the judgment of the Delta Dental: (a) are in a trial stage; (b) are not in accordance with generally accepted standards of dental practice, or (c) have not yet been shown to be consistently effective for the diagnosis or treatment of the Enrollee's condition.
- Dental Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- Except as otherwise provided for in this EOC, Dental Services, procedures and supplies needed because of harmful habits. An example of a harmful habit includes clenching or grinding of the teeth.
- Services billed under multiple Dental Service procedure codes which Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines should have been billed under a single, more comprehensive Dental Service procedure code. Delta Dental bases its payment on the Plan Allowance for the more comprehensive code, not on the Plan Allowance for the underlying component codes.
- Services billed under a Dental Service procedure code that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines should have been billed under a code that more accurately describes the Dental Service. Delta Dental bases its payment on its determination of the more accurate Dental Service code.
- Amounts assessed on dental services and/or supplies by state or local regulation.
- Amounts that exceed the Plan Allowance as agreed to by the Dentist for Covered Benefits.

5.0 OTHER PAYMENT RULES THAT AFFECT MY COVERAGE

Alternate treatment

We will pay the allowance for the least expensive Dental Service that is necessary to restore the tooth or dental arch to contour and function, but only if that Dental Service is a Covered Benefit. You, or Your Dependent, will be responsible for the remainder of the Dentist's fee if a more expensive Dental Service is selected. For each Covered Benefit, the applicable Deductible and Coinsurance will apply regardless of which Dental Service is selected.

Dental Services requiring multiple visits

Some Dental Services take multiple visits to complete. Examples include crowns, bridges, removable prosthetics, and endodontic services. Delta Dental only pays for Covered Benefits that require multiple visits after the entire course of treatment is completed. Your date of service is the completion date for all these services. Orthodontic services are the one exception. You may be responsible for the Dentist's full charges if you or your Dentist (1) do not complete the entire course of treatment, or (2) changes the type of dental treatment before your last visit.

Orthodontic services

If listed as a Covered Benefit on the **Schedule of Benefits**, Delta Dental makes periodic payments for covered orthodontic services up to the Benefit Maximum, over the entire course of treatment. Delta Dental will pay up to $500 at the time of initial banding. Delta Dental pays the balance of its obligation over the remainder of the treatment period. In the event you make payment in full at the time of initial banding, Delta Dental will pay as if you are making periodic payments over the treatment period.

If orthodontic treatment begins before your Effective Date under this EOC, Delta Dental reduces its total allowance. Delta Dental reduces its allowance by the amount paid by a prior carrier or the prior carrier is obligated to pay. If your coverage ends during orthodontic treatment, Delta Dental covers:

- the banding portion of the service only if the bands are installed before the date your coverage ends; or
- follow-up visits if enrolled on the first day of the month when the visit takes place.

In-service treatment

Without exception, to be a Covered Benefit under this Contract, the services listed below must be on the Schedule of Benefits.

As a rule, Dental Services started before the effective date of your coverage under this Contract are not Covered Benefits. Examples of these type services include, but are not limited to:

- Fixed bridgework and a full or partial denture, only if the Dentist took first impressions or fully prepared the abutment teeth before the effective date of your coverage under this EOC;
- A crown, only if the Dentist fully prepared your tooth before the effective date of your coverage under this EOC; and
- Root canal therapy, only if the Dentist opened the pulp chamber of your tooth before the effective date of your coverage under this EOC.

In addition, Dental Services are not Covered Benefits if you receive the service after your coverage under this Contract ends. However, there are exceptions for Dental Services that require multiple visits. Examples of these type services include, but are not limited to:

- Fixed bridgework and a full or partial denture, only if the Dentist takes first impressions or fully prepares the abutment teeth before the date your coverage under this EOC ends;
- A crown, only if the Dentist fully prepares the tooth to be treated before the date your coverage under this EOC ends; and
- Root canal therapy, only if the Dentist opens the pulp chamber of your tooth before the date your coverage under this EOC ends.

NOTE: In most cases, the Dental Service has to be completed within 30 days after the initial date of the service.

Incomplete treatment

If a Dentist starts a course of treatment and it is completed by a different Dentist, Delta Dental will split its payment between the Dentists. Delta Dental will split its payment in the manner that it determines is reasonable and equitable to both Dentists. At its sole discretion (subject to any and all internal and external appeals available to you), Delta Dental will determine how to split payment between the Dentists. You may be responsible for any unpaid balances if the Dentists do not agree.

6.0 WHEN COVERAGE ENDS

Coverage ends on the day that you cease to be eligible under the Group dental plan or the required premiums are not paid. Except as otherwise stated in the EOC, all Enrollees' coverage will end when the Group Contract ends.

Examples of when an Enrollee may cease to be eligible:

- for the Subscriber, when you leave the company;
- for a Spouse, when the employee and spouse divorce;
- for a child, when the child reaches the age limit for coverage as outlined in the **Schedule of Benefits**; or
- for a handicapped Dependent, when no longer handicapped.

Listed below are two methods for continuing Enrollee coverage after termination. The availability of these methods will depend upon the terms and conditions of your Group Contract. Your Group Administrator can provide information about options once an Enrollee is no longer eligible under the Group dental plan. They can also answer questions related to eligibility, enrollment and coverage periods.

You and your Dependents may be eligible to continue coverage with Delta Dental under the following:

- continuous Group coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), if your company is subject to COBRA;
- continuous Group coverage under state law

COBRA continuation of coverage

If your employer had 20 or more employees in the previous calendar year, you and your covered Dependents may elect to continue coverage if you meet the Qualifying Events described under COBRA. If you or your covered Dependents would normally lose eligibility for coverage because of a Qualifying Event, you may choose to continue coverage under your employer's Group dental plan. You must pay for this coverage on your own. The period a COBRA beneficiary (including you) would be eligible to continue coverage depends on the type of Qualifying Event the Enrollee has experienced.

Continuous coverage under state law (12 months)

You may be able to continue coverage under your Group's dental plan for a period of 12 months after losing eligibility under the Group's dental plan. For those covered under COBRA, the 12 month state continuation is not applicable. Benefits under a continuation dental plan will match your current Group dental plan benefits. Delta Dental will continue coverage for the 12 month period without further evidence of insurability, if:

- the Enrollee meets enrollment requirements for the state continuation plan, and
- the Enrollee applies within 60 days from the last day of coverage under the Group plan.

Under the state continuation, you will make monthly premium payments to the Group for as long as the coverage is active during the 12 month period. Your employer must provide written notice and information regarding how to obtain continuation coverage within 14 days after losing eligibility under the Group's dental plan.

7.0 CLAIMS, APPEALS AND GRIEVANCES

The following is a description of how a claim for benefits is processed. A claim is any request for a plan benefit made by you. The times listed are maximum times only. A period begins when you file the claim. Days mean calendar days.

Filing a Claim

If you use a Delta Dental Participating Dentist, the Dentist will file a claim on your behalf. If you visit a Non-Participating Dentist, you may have to submit the claim. Submit claims to:

Delta Dental of Virginia
4818 Starkey Road
Roanoke, VA 24018-8542

You must submit all claims for dental benefits within twelve (12) months of the date services are completed. This is called the timely filing limitation. If orthodontic services are listed as a Covered Benefit on the **Schedule of Benefits**, a claim for benefits should be filed at the time of the banding. New enrollees, who are already in orthodontic treatment when this coverage becomes effective or after a benefit waiting period (if applicable) is met, should file a claim upon enrollment or once the benefit waiting period has been satisfied.

There are different types of claims and each one has a specific timetable for either approval of the claim, a request for more information to process the claim, or denial of the claim.

Following the submission of a claim, you may receive an adverse benefit determination. An appeal is a complaint about a denied claim or an adverse benefit determination.

Claims Review and Appeals Procedures

You have the right to appeal a denied claim or adverse benefit determination. Adverse benefit determinations are decisions Delta Dental makes that result in denial, reduction or termination of a benefit or amount paid. It also means a decision not to provide a benefit or service. Adverse benefit determinations can result from one or more of the following:

The individual is not eligible to participate in the dental plan; or
Delta Dental determines that a benefit or service is not a Covered Benefit because:

- it is not included in the list of Covered Benefits,
- it is specifically excluded,
- a benefit limitation under the dental plan has been reached,
- is not necessary or customary for the diagnosis or treatment of your condition [Dental Necessity].

Delta Dental will provide you with written notices of adverse benefit determinations within the periods shown in the following chart.

Type of Claim		Claim Procedures and Appeal Process
Post-Service Health Claim A claim that is a request for payment under the Plan for covered services already received.	Step 1:	The plan has 30 days after receiving your initial claim to notify you of the benefit determination. The plan can take a one-time extension of 15 days for matters beyond their control. The plan must notify you within the initial 30-day period of the extension and the reason for the extension.
	Step 2:	For a denied claim, you have 180 days to appeal the adverse benefit determination and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 3:	The plan has 60 days after receiving your appeal (30 days if the group allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be completed within the 60-day deadline.

Type of Claim		Claim Procedures and Appeal Process
Improper or Incomplete Claim A claim that does not include enough information for us to make a determination.	Step 1:	The plan has 30 days after receiving your claim to notify you of its decision. The plan can take a one-time extension of 15 days if they are unable to make a benefit determination due to insufficient information received with the claim. After receipt of the initial claim, the plan must notify you within 15 days if an extension is necessary.
	Step 2:	You have 45 days after receiving the extension notice to provide additional information or complete the claim.
	Step 3:	For a denied claim, you have 180 days to appeal the adverse benefit determination and 60 days from receipt of notice to appeal any subsequent determinations.
	Step 4:	The plan has 60 days after receiving your appeal (30 days if the group allows two (2) levels of appeal) to notify you of the appeal decision. Both levels of appeal must be complete within the 60-day deadline.

Notice to Claimant of Adverse Benefit Determinations

Delta Dental will provide written or electronic notification of any denial or adverse benefit determination.

Authorized Representative

You may authorize a representative to act on your behalf in pursuing a claims review or claims appeal. Delta Dental may require that you identify your authorized representative for us in writing in advance. For an urgent care claim, you may designate a dental care professional, who is knowledgeable about your dental condition, to act on your behalf. We will deal directly with your authorized representative, rather than you, for matters involving the claim or appeal.

Appeals of Adverse Benefit Determinations

Benefit Service Representatives are available during regular business hours to answer your questions. You can reach us at 800-237-6060 or the toll-free number on the bottom of your Delta Dental of Virginia

ID card. Individuals with special hearing requirements may call 877-287-9039 to reach the Delta Dental of Virginia TTY/TDD member care line. If a matter cannot be resolved to your satisfaction based on a telephone call, Delta Dental's internal appeals process is available to you. This is a mandatory process. This means that you must use Delta Dental's internal appeals process before taking any legal action.

Delta Dental has a two level appeal process. Therefore, you will need to verify with your employer the number of appeals, including a voluntary appeal, offered by your Group.

You or your authorized representative must file the appeal in writing and explain why you believe Delta Dental's decision was incorrect. Your appeal should include the following information:

- name, address, and daytime telephone number;
- the member number and group number (as shown on the Identification Card);
- the patient's name; address, and daytime telephone number;
- the date of service; name and address of the Dentist who provided the service.

You may submit written comments, documents, records, and other information relating to the claim even though Delta Dental did not consider the information when making the initial decision. You may request, and Delta Dental will provide to you free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim.

We will conduct the appeal without deferring to the original adverse decision. The individual who conducts the appeal will not be the person who made the initial decision or that person's subordinate. We will consult a dental care professional who has appropriate training and experience in the field of dentistry involved if dental judgment is required. The dental care professional whom we consult for the appeal will not be the person whom we consulted in making the initial decision or that person's subordinate. Upon request, we will identify the dental professional whom we consulted, whether or not we relied on his or her advice in reaching our adverse decision.

Please send your request for appeal of an adverse benefit determination to:

Delta Dental of Virginia
Attn: Appeal Review
4818 Starkey Road
Roanoke, Virginia 24018-8542

Grievances

Delta Dental would like Enrollees to be completely satisfied with the dental care and services they receive but recognize that there are times an Enrollee may have questions, concerns or complaints. If you are dissatisfied with the service received from Delta Dental or that of a Participating Dentist, you may file a grievance with Delta Dental. A grievance is a complaint about quality of care or operational issues such as waiting times at provider offices, adequacy of participating provider facilities and network adequacy.

Please send your grievance to:

Delta Dental of Virginia
Attn: Grievance Review
4818 Starkey Road
Roanoke, Virginia 24018-8542

External Assistance

If you are unable to contact or obtain satisfaction from Delta Dental, you may contact the following state agencies for assistance. You may contact the offices in any of the following ways.

Address:	Office of Licensure and Certification Virginia Department of Health 9960 Mayland Drive, Suite 401 Richmond, Virginia 23233-1463
Telephone Toll-Free:	800-955-1819
Richmond:	804-367-2106
Fax:	804-527-4503
E-Mail:	mchip@vdh.virginia.gov
Web Page:	http://www.vdh.virginia.gov

Address:	Consumer Service Section Virginia Bureau of Insurance PO Box 1157 Richmond, Virginia 23218
Telephone Toll-Free:	800-552-7945
Richmond:	804-371-9691
Fax:	804-371-9944
E-Mail:	bureauofinsurance@scc.virginia.gov
Web Page:	https://www.scc.virginia.gov/boi

If you have any questions about an appeal or grievance involving a Dental Service that you received and Delta Dental has not satisfactorily addressed, you may contact the Office of Managed Care Ombudsman for assistance. You may contact the office in any of the following ways:

Address:	Office of Managed Care Ombudsman Virginia Bureau of Insurance P.O. Box 1157 Richmond, Virginia 23218
Telephone Toll-Free:	877-310-6560
Richmond:	804-371-9032
E-Mail:	ombudsman@scc.virginia.gov
Web Page:	https://www.scc.virginia.gov

8.0 NONDISCRIMINATION NOTICE

Delta Dental of Virginia complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental of Virginia does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental of Virginia:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
    - Qualified sign language interpreters
    - Written information in other formats (large print, audio, accessible electronic formats, other formats)

- Provides free language services to people whose primary language is not English, such as:
    - Qualified interpreters
    - Information written in other languages

If you need these services, contact Civil Rights Coordinator.

If you believe that Delta Dental of Virginia has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Civil Rights Coordinator
ATTN: Compliance Dept.
4818 Starkey Road
Roanoke, VA 24018-8542
1-800-237-6060,
TTY number: 1-877-287-9039,
Fax: 540-491-9714
Compliance@corvesta.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at:

U.S. Department of Health and Human Services
200 Independence Avenue SW., Room 509F, HHH Building
Washington, DC 20201
1–800–368–1019, 800–537–7697 (TDD)
https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Complaint forms are available at: http://www.hhs.gov/ocr/office/file/index.html

9.0 NONDISCRIMINATION GRIEVANCE POLICY

It is the policy of Delta Dental of Virginia not to discriminate on the basis of race, color, national origin, sex, age or disability. Delta Dental of Virginia has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. 18116) and its implementing regulations at 45 CFR part 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of Delta Dental of Virginia's Section 1557 Coordinator who has been designated to coordinate the efforts of Delta Dental of Virginia to comply with Section 1557:

ATTN: Compliance Dept.
4818 Starkey Road
Roanoke, VA 24018-8542
1-800-237-6060
TTY number—1-877-287-9039
Fax: 540-491-9714
compliance@corvesta.com

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age or disability may file a grievance under this procedure. It is against the law for Delta Dental of Virginia to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance. Procedure:

- Grievances must be submitted to the Section 1557 Coordinator within 60 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of Delta Dental of Virginia relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.
- The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the Chief Executive Officer within 15 days of receiving the Section 1557 Coordinator's decision. The Chief Executive Officer shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights.

A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at:

U.S. Department of Health and Human Services
200 Independence Avenue SW., Room 509F, HHH Building
Washington, DC 20201
https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Complaint forms are available at: *http://www.hhs.gov/ocr/office/file/index.html*

Such complaints must be filed within 180 days of the date of the alleged discrimination. Delta Dental of Virginia will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements."

10.0 COORDINATION OF BENEFITS (COB) WITH OTHER PLANS

You and your family members may have coverage for Dental Services by more than one Plan. For instance, you may have coverage under this Plan as an employee and under another Plan as a dependent. The coordination provision determines how the Plan pays benefits when you have coverage under more than one Plan. Among other things, coordination of benefits eliminates duplicate payments

for the same Dental Services. Please note you can never receive **more** than your actual out of pocket expense for a dental procedure or service (i.e. You cannot claim the full amount of your out of pocket expense under both Plans. You can only claim under the second Plan the portion that the first Plan did not cover.)

Definitions: The following definitions apply to this COB section only:

Plan means any of the following that provides dental benefits or services: (a) any contract issued or administered by Delta Dental of Virginia or any other Delta Dental Member Company; (b) dental or health insurance policy, contract or other arrangement in which a dental service benefit is offered or available; (c) a medical or dental HMO; (d) labor management trusteed plan, union welfare plan; (e) employer organization plan; (f) employee benefits plan; (g) or tax-supported or government program to the extent that coordination of benefits is permitted by law. A "Plan" can be either insured or self-insured. It may also be an ERISA or a non-ERISA plan. For the purposes of this section only, the term "Plan" does not mean an individually underwritten and issued policy, contract or other arrangement that provides for accident and sickness benefits exclusively and the patient, patient's guardian, or family member pays the entire premium.

Primary Plan is the Plan responsible for determining and paying benefits first.

Secondary Plan is the Plan or Plans responsible for determining and paying benefits after the Primary Plan determines and pays its benefits.

The first step is to determine which Plan is the "Primary Plan" and which is the "Secondary Plan", but no Plan pays more than it would have without this provision. The guidelines below determine which Plan is primary and which is secondary:

- The Plan without a coordination provision is always the Primary Plan.
- Your medical benefits Plan may provide coverage for a few Dental Services covered by your Delta Dental Plan. In this case, your medical benefit Plan is Primary. Extraction of impacted wisdom teeth and oral surgery are examples of services sometimes covered under both medical and dental benefit Plans.
- If both Plans have a COB provision, the Plan covering the patient as an employee rather than as a dependent is primary.
- If a child is covered under both parents' Plans:
    1. The Plan of the parent whose birthday falls earlier in the year is primary and the Plan of the parent whose birthday falls later in the year is secondary.
    2. If both parents have the same birthday, the Plan that covered the parent longer is primary.
    3. If the other Plan does not have this "birthday rule", then the above will not apply and other Plan's COB provision will determine the order of benefits.
- When parents are separated or divorced, the Primary Plan is determined in this order:
    1. When a court order requires one parent to be financially responsible for a dependent child's dental care expenses, that parent's Plan is the Primary Plan for that dependent child;
    2. If there is no such court order, the Plan of the natural parent with legal custody of the child;
    3. After one parent re-marries or both parents re-marry, the Plan of the natural parent with legal custody is the Primary Plan. The Plan of the child's custodial stepparent is the Secondary Plan. Plan benefits for the child's parent without legal custody are determined third. The non-custodial stepparent's Plan benefits are determined fourth.

- The Plan that covers the patient as a working employee (or dependent of a working employee) is the Primary Plan. The Plan that covers the patient as a former or retired employee (or his or her dependent) is the Secondary Plan.
- If a Subscriber or Dependent has coverage under two or more Delta Dental Plans, one of which is DeltaCare and both Plans provide coverage for the same Dental Service, DeltaCare is primary.
- When none of the other rules applies, the Plan that has covered the patient for the longest uninterrupted period is the Primary Plan.
- When the order of benefit determination cannot be determined, then the other Plan is primary.
- When the order of benefit determination cannot be determined and if one of the Plans is a dental HMO, then the dental HMO is primary.

As the Primary Plan, this Contract's benefits are determined as though the other Plan did not exist. As the Secondary Plan, this Contract's benefits will be coordinated so that the sum of all benefits payable by all of the Plans (including this Plan) does not exceed what Delta Dental would have allowed in the absence of this COB section. For example, when Delta Dental is the Secondary Plan, Delta Dental's obligation to provide Covered Benefits under this Contract is satisfied if the Primary Plan pays the same amount or more than Delta Dental would have allowed if benefits had not been coordinated. Even if you have not submitted a claim with the other Plan, Delta Dental may coordinate benefits with the other Plan. In all cases, any applicable deductible will reduce the amount owed by Delta Dental under this COB section. When a Plan provides benefits in the form of services rather than payment, Delta Dental will assign a reasonable cash value to each Covered Benefit. This cash value is considered a benefit payment.

For surgical dental services, if your Dentist has an agreement with the Primary Plan to accept a lower allowance than Delta Dental's allowance as payment in full for a Covered Benefit, Delta Dental coordinates benefits using the Primary Plan's allowance rather than Delta Dental's allowance.

Your Covered Benefits will not increase because benefits are coordinated. Delta Dental will never pay more than it would have paid in the absence of this section. If your Primary Plan is a medical or dental HMO, Delta Dental's only obligation as the Secondary Plan is your Deductible or Copayment for the HMO coverage, if any. You should provide Delta Dental with all information about coverage available from the other Plan(s). By accepting coverage under this Plan, you authorize Delta Dental to obtain from, and release to, any other Plan all the information necessary to coordinate benefits. You also authorize Delta Dental to recover from any other Plan, your Dentist, or you the amount of Covered Benefits that Delta Dental has paid in excess of its obligations under this COB section.

11.0 ORAL HEALTH INFORMATION

As a result of mouth and throat diseases ranging from cavities to cancer, millions of Americans suffer pain and disability. This fact is disturbing because almost all oral diseases can be prevented. Your dental plan covers a wide range of dental benefits to help you maintain your oral health. Having a healthy lifestyle, brushing properly and visits to your Dentist can often improve your oral health. Delta Dental is committed to becoming a leader in quality dental care programs. As part of that commitment, Delta Dental provides you access to information regarding oral health on our website: **DeltaDentalVA.com**.

12.0 MEMBER RIGHTS AND RESPONSIBILITIES

Delta Dental member companies collectively form the nation's largest and most experienced dental benefits organization with thousands of Participating Dentists nationwide. Committed to offering access

to quality dental care, Delta Dental covers million of workers and their families. The federal government's development of a Consumer Bill of Rights and Responsibilities establishes a clear set of unifying standards and is an important step forward for all those involved in the health care system. Delta Dental of Virginia is providing you with the below "Statement of Consumer Rights and Responsibilities" to show its commitment to establishing a stronger relationship of trust among consumers, dental professionals and dental plans.

Statement of Consumer Rights and Responsibilities

- DELTA DENTAL OFFERS A CLEAR PRESENTATION OF COVERED SERVICES, LIMITATIONS AND EXCLUSIONS

  As an Enrollee, you have a right to clear and complete information about your dental benefits. Therefore, we provide information that fully explains the scope of benefits, as well as any limitations or exclusion of services, in easy-to-understand language.

- DELTA DENTAL MAKES DENTAL SERVICES READILY AVAILABLE
  In an effort to assist our subscribers in obtaining appropriate, quality dental care, we inform them about Delta Dental's network of Participating Dentists. Delta Dental explains the advantages of receiving treatment from these Participating Dentists. In addition, Delta Dental explains how an Enrollee may be impacted if Dental Services are provided by licensed practitioners not participating with Delta Dental. This information explains that, since the fees of these Dentists are not subject to contractual controls, greater cost sharing by Enrollees may be necessary.

  In our managed care programs, Delta Dental provides listings of Participating Dentists to help an Enrollee make a selection. Delta Dental protects the Subscribers' rights to access emergency care and regular appointments, as well as professionally sound treatment, in these programs as well as in all our other Delta Dental benefit programs.

  Delta Dental also recognizes its obligation and the Participating Dentists' obligation to make services available to all Enrollees, including those with diverse cultural backgrounds and those with intellectual or physical disabilities.

- DELTA DENTAL OFFERS ACCESS TO SPECIALTY CARE
  Most Delta Dental programs cover benefits for professionally indicated specialist treatment. Our fee-for-service program offers our consumers access to a nationwide network of Participating Dentists specializing in pediatric care, oral and maxillofacial surgery, endodontics, periodontics, oral pathology, prosthodontics and orthodontics.

  Delta Dental also believes that subscribers of managed care programs should have access to specialists, and our managed care programs include a process for referrals.

- DELTA DENTAL OFFERS OUR PROVIDER DIRECTORY ON-LINE
  Delta Dental recognizes the importance of providing you with the most current listing of Dentists available to you. Therefore, Delta Dental has the directory of Participating Dentist's available on-line at **DeltaDentalVA.com**. If you do not have access to the internet, you can request a hard copy by calling Delta Dental of Virginia at 800-237-6060.

- DELTA DENTAL GIVES CONSUMERS ACCESS TO EMERGENCY CARE
  Delta Dental recognizes that there can be dental conditions that, if left untreated, would result in serious dental health impairment or continued severe pain. In such cases, all of Delta Dental's programs provide coverage for emergency treatment. In addition, Dentists in Delta Dental's managed care programs are required to provide 24-hour, on-call arrangements for such emergencies.

- DELTA DENTAL BELIEVES CHOICE OF BENEFIT PROGRAMS IS IMPORTANT
  Delta Dental has a comprehensive selection of program designs. This allows group purchasers to select the program or combination of programs that best meet the needs of their employees. Regardless of whether traditional or managed care benefit designs are chosen, the structure of every Delta Dental program assures Enrollees access to professionally sound and properly benefited programs.

- DELTA DENTAL SUPPORTS DISCLOSURE OF PATIENT OPTIONS IN DENTAL TREATMENT (NO GAG RULES PERMITTED)
  There are a variety of professionally sound treatment options for many dental conditions. Dentists under contract to Delta Dental recognize their obligations to discuss these options with their patients and thoroughly explain the benefits available for each, as well as the level of consumer participation required in the cost of care. Delta Dental endorses this practice and never restricts its participating Dentists from openly discussing such treatment options with their patients.

  In addition, when there is a question regarding an Enrollee's financial responsibility, Delta Dental Participating Dentists are encouraged to submit claims to Delta Dental for predetermination. Through this process, both the Dentist and the consumer can receive detailed information from Delta Dental about covered services and costs prior to treatment.

- DELTA DENTAL HAS A SYSTEM TO RESOLVE COMPLAINTS AND APPEALS
  Delta Dental supports the rights of consumers who believe a claim denial is unfair. Delta Dental member companies maintain complaint resolution systems that Subscribers and Dentists may use when there is a disagreement over coverage or concerns over the quality of care. The design of both systems is to ensure the administration of consumers' coverage is in accordance with accepted dental practice standards as well as the group Contract.

- DELTA DENTAL SUPPORTS AND COMPLIES WITH STATE REGULATORY PROTECTIONS
  Delta Dental recognizes the importance of local government regulation to provide protection of consumers against benefit plan abuse. Delta Dental supports and complies with state statutes and regulations, as well as those of the U. S. Department of Labor's Employee Retirement Income Security Act. We also believe that, long term, the single most effective protection of consumers' rights is market competition. Plans that are inadequately funded and administered and/or fail to meet consumers' needs, will not survive in the marketplace.

- DELTA DENTAL IS COMMITTED TO SAFEGUARDING CONSUMER INFORMATION
  Delta Dental believes in a patient's right to privacy with regard to his/her records and dental history. We support the right of an individual to access his/her records and information pertaining to claims submitted for care and services. In accordance with current federal and state regulations, Delta Dental strives to protect this information and allow access to confidential records to the limited parties necessary for treatment purposes, patient knowledge, claim needs and/or as legally required.

- DELTA DENTAL ENCOURAGES CONSUMER INVOLVEMENT IN BENEFITS PLAN POLICY
  Delta Dental is committed to consumer participation in the development and refinement of the policies for our programs. To this end, the governing bodies of all Delta Dental member companies include representatives from the business and dental communities, as well as our consumers. Such involvement assures that Delta Dental member companies met the needs in both the design and the administration of our programs to foster improved dental health.

- DELTA DENTAL BELIEVES CONSUMERS OF DENTAL PLANS ALSO HAVE RESPONSIBLITIES
  Improved oral health is a primary objective of Delta Dental. To achieve this goal requires the cooperation of the individuals covered by our programs. It is each individual's responsibility to engage in a dental health program that includes a regimen of personal dental hygiene, self-examination and regular professional care. Avoidance of substances and behaviors that place oral health in jeopardy should also be a component of each individual's personal care.

We believe it is also our consumers' responsibility to become familiar with their specific plan's coverage. It is also the consumers' responsibility to meet any financial obligation incurred because of treatment, including paying the appropriate copayments, coinsurances or deductibles required by the plan. It is the Enrollee's responsibility to cooperate with their Dentist on treatment plans to achieve a satisfactory result.

The designs of Delta Dental's programs are to encourage Enrollee's to fulfill their responsibilities, primarily through the emphasis on regular, preventive care. In addition, Delta Dental provides informational materials that can assist individuals in achieving optimum oral health by utilizing their dental programs effectively.

13.0 DEFINITIONS

This is the definitions section. The following terms used in the Contract, including this EOC, have these meanings:

- **Benefit Maximum** is the total dollar amount that Delta Dental will pay for the listed Covered Benefits during the specified Benefit Period.
- **Benefit Period** is a specified period to incur Covered Benefits in order for them to be eligible for payment. This is also the specified period of time that your Deductible (if any) and your Benefit Maximum (if any) is calculated.
- **Benefit Waiting Period** is the period of time that must pass after enrolling under the plan before an Enrollee can start receiving Covered Benefits.
- **Contract** means the Group's Dental Care Contract, including this EOC and EOC schedules, addenda, and amendments made a part of the Group's Dental Care Contract.
- **Coinsurance** is a portion of the Dental Services the Enrollee is responsible for paying. It is usually a percentage of the Plan Allowance the Enrollee pays directly to the Dentist for Covered Benefits after meeting any applicable deductible.
- **Covered Benefits/Covered Services** means the Dental Services covered under this EOC subject to its terms, conditions, exclusions, and limitations of the Contract.
- **Deductible** is a fixed dollar amount the Enrollee is responsible to pay before Delta Dental will begin covering the cost of Covered Benefits.
- **Delta Dental** means Delta Dental of Virginia.
- **Dental Necessity** means for a Covered Benefit that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to you), determines is necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account whether a prudent dentist would (a) provide the service or product to a patient to diagnose, evaluate, prevent or treat an injury, disease or (b) its symptoms in accordance with generally accepted dental practices of the professional dental community and within their professional guidelines.

  Dental Necessity includes, but is not limited to, treatments involving dental structures and pathology, which while rarely medically necessary, are essential to resolve the condition of dental disease. A medically necessary situation as it relates to dental therapies is one where failure to provide the Dental Service(s) would result in harmful effects to one's overall health status or are necessary to sustain life.
- **Dental Services** means care and procedures provided by a Dentist for the diagnosis and treatment of dental disease or injury. Not all Dental Services are Covered Benefits.

- **Dentist** means a person with a valid, unrestricted license to practice dentistry in the state or other jurisdiction in which the Enrollee receives the Dental Service.
- **Dependent** is any person who is a member of the Subscriber's family, who meets all applicable eligibility requirements under the Group's dental plan and has properly enrolled.
- **Effective Date** is the date coverage begins for an Enrollee provided they have properly enrolled.
- **Enrollee** means the Subscriber's Dependents, as well as the Subscriber, who are entitled to coverage under the Group's dental plan and has properly enrolled.
- **Evidence of Coverage (EOC)** means this booklet and any amendments, riders, or endorsements to this booklet that Delta Dental issues. This booklet is part of your Group's Contract.
- **Group** means the Subscriber's employer.
- **Member Company** means any Delta Dental Member Company (including Delta Dental) that has entered into a "DeltaUSA Interplan Participating Agreement" that is in effect on the date the Enrollee receives the Dental Service.
- **Non-Participating (Non-Par) Dentist** is a Dentist who does not have a Dentist agreement with Delta Dental or a Member Company on the date the Enrollee receives Dental Services.
- **Non-Participating (Non-Par) Dentist Allowance** means for Covered Benefits the lower of (1) the fee that the Dentist bills Delta Dental or (2) the payment allowance that the participating Member Company (including Delta Dental) has set for the Covered Benefit that the Non-Participating Dentist provides. This allowance may be lower than the Plan Allowance for the same Covered Benefit. In all cases, Delta Dental determines the Non-Participating Dentist Allowance.
- **Open Enrollment Period** is the period designated by the Group for employees to elect coverage for the upcoming Benefit Period.
- **Participating (Par) Dentist** is a Dentist who has a Dentist agreement with a Member Company (including Delta Dental) in the state or other jurisdiction where he/she practices. This agreement must be in effect on the date the Enrollee receives the Dental Service. Delta Dental PPO and Delta Dental Premier Dentists are Participating Dentists.
- **Plan Allowance** means for each Covered Benefit the lowest of:
    1. The fee that the Dentist bills Delta Dental,
    2. The most recent fee for the service the Dentist has on file with Delta Dental, or
    3. The allowance that the Dentist has agreed to accept as full payment under the Participating Dentist agreement (plus Deductibles and Coinsurances, if any) for the Covered Benefit that he or she provides to an Enrollee. In all cases, Delta Dental determines the Plan Allowance.
- **Predetermination Plan** is a detailed description of Dental Services that your Dentist prepares and Delta Dental reviews, before receiving Dental Services. A Predetermination Plan helps to determine which Dental Services are Covered Benefits and informs you what your liability may be.
- **Qualifying Event** means a change in your family, employment or group coverage status which would affect your benefits under the Group's dental plan due to one or more of the following:
    1. Marriage;
    2. Birth, adoption or placement for adoption of a Dependent child;
    3. Divorce or marriage annulment;
    4. Death of a Dependent;
    5. A change in your or your Dependent's employment status if it causes you or your dependent to gain or lose eligibility for coverage. Such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule.

- **Schedule of Benefits** is the document outlining the Covered Benefits under your dental plan.
- **Subscriber** is the Group's employee who is entitled to coverage under the Group's dental plan and has properly enrolled.
- **We, Us, or Our** refers to Delta Dental of Virginia.

14.0 ADDITIONAL BENEFITS IN HEALTHY SMILE, HEALTHY YOU® PROGRAM

As a result of growing evidence connecting oral health to overall body health, Delta Dental is including *'Healthy Smile, Healthy You'* as part of your Group's dental benefits package. The *'Healthy Smile, Healthy You'* program provides additional benefits for the following health conditions connected to oral health:

- Pregnant Enrollees are eligible for one additional cleaning and exam (or periodontal maintenance procedure if they have a history of periodontal surgery with continuous maintenance therapy) during the term of their pregnancy.

- An Enrollee with diabetes is eligible for one additional cleaning and exam (or periodontal maintenance procedure if they have a history of periodontal surgery with continuous maintenance therapy) each Benefit Period.

- An Enrollee with any of the following High Risk Cardiac Conditions is eligible for one additional cleaning and exam (or periodontal maintenance procedure if they have a history of periodontal surgery with continuous maintenance therapy) each Benefit Period. Participants are also eligible for topical fluoride application beyond the age limitation of the Group plan. Coverage will be at the group contracted benefit level. There is no end date for this additional coverage, nor is there any age requirement.

    1. A history of infective endocarditis;
    2. An artificial heart valve, pulmonary shunts or conduits;
    3. Mitral or aortic valve prolapse;
    4. Hypertrophic cardiomyopathy;
    5. Heart valve defects caused by acquired conditions; or
    6. Certain congenital heart defects (such as having one ventricle instead of the normal two).

- An Enrollee who is undergoing chemotherapy and/or radiation for the treatment of cancer is eligible for one additional cleaning and exam (or periodontal maintenance procedure if they have a history of periodontal surgery with continuous maintenance therapy) each Benefit Period. Participants are also eligible for topical fluoride application beyond the age limitation of the Group plan. Coverage will be at the group contracted benefit level. There is no end date for this additional coverage, nor is there any age requirement.

The following definitions apply to the high risk cardiac conditions, cancer treatment and periodontal procedures mentioned above.

Artificial Heart Valve: An artificial heart valve is a device implanted in the heart of a patient with heart valvular disease. When one of the four heart valves malfunctions, the medical choice may be to replace the natural valve with an artificial valve.

Chemotherapy and/or Radiation Treatment: Chemotherapy is the treatment of cancer with an antineoplastic drug or with a combination of such drugs into a standardized treatment regimen. Radiation therapy, radiation oncology, or radiotherapy, sometimes abbreviated to XRT, is the medical use of ionizing radiation, generally as part of cancer treatment to control malignant cells.

Congenital Heart Defects: A congenital heart defect (CHD) is a defect in the structure of the heart and great vessels which is present at birth.

Continuous Maintenance Therapy: Occurs when there is a continuous, uninterrupted history of periodontal treatment. There is no break in treatment for either a cleaning or periodontal maintenance longer than 12 months.

Heart Valve Defect: A valve heart defect is a defect in the structure of the heart and great vessels.

Hypertrophic cardiomyopathy: Hypertrophic cardiomyopathy (HCM) is a condition in which the heart muscle becomes thick. The thickening makes it harder for blood to leave the heart, forcing the heart to work harder to pump blood.

Infective Endocarditis: a form of endocarditis, or inflammation of the inner tissue of the heart, such as its valves, caused by infectious agents. The agents are usually bacterial, but other organisms can also be responsible.

Mitral or Aortic Valve Prolapse: Mitral valve prolapse is a heart problem in which the valve that separates the upper and lower chambers of the left side of the heart does not close properly allowing blood to flow back into the atria of the heart.

Periodontal Maintenance: The procedures and protocols employed to clean and maintain the teeth and gums following a diagnosis of periodontal disease. Periodontal disease is not 'cured', only 'arrested'.

Periodontal Surgery: A surgical procedure involving the gums and jawbone.

Pulmonary Shunts: A pulmonary shunt is a physiological condition which results when the alveoli (a tiny thin-walled air sac found in large numbers in each lung, through which oxygen enters and carbon dioxide leaves the blood) of the lung are perfused (to introduce a liquid into tissue or an organ by circulating it through blood vessels or other channels within the body) with blood as normal, but ventilation (the supply of air) fails to supply the perfused region. In other words, the ventilation/perfusion ratio (the ratio of air reaching the alveoli to blood perfusing them) is zero. A pulmonary shunt often occurs when the alveoli fill with fluid, causing parts of the lung to be unventilated although they are still perfused. A pulmonary conduit restores pulmonary valve function enabling blood to flow from the right ventricle to the lungs.

It's easy to receive benefits under the *'Healthy Smile, Healthy You'* program. Ask your benefits administrator for an enrollment form or visit **DeltaDentalVA.com**.

15.0 BENEFIT MAXIMUM CARRYOVER - MAXOVER™

'MaxOver™' is Delta Dental's Benefit Maximum carryover program. Under this program, Enrollees have the opportunity to rollover a portion of their annual Benefit Maximum for future years.

To establish a MaxOver account, each Enrollee must be eligible for the MaxOver benefit prior to the last 3 months of the Benefit Period (see **Plan Provisions** for your Benefit Period). Eligibility for MaxOver begins on the date you enroll in the Group's dental plan or the date you satisfy Benefit Waiting Period(s) (if applicable), whichever is greater.

In addition, each Enrollee must meet the following requirements:

- have at least one preventive exam during the Benefit Period;
- have at least one cleaning during the Benefit Period, unless the Enrollee has no teeth; and

- claims paid during the Benefit Period must be less than the MaxOver claims threshold (below). If orthodontic services are a Covered Benefit (see **Schedule of Benefits**), Delta Dental will not consider claims paid for those services when determining total claims paid under the MaxOver program.

Once an Enrollee has established a MaxOver account, they can add to their existing account by meeting the following requirements during each subsequent Benefit Period.

- have at least one preventive exam during the Benefit Period;
- have at least one cleaning during the Benefit Period, unless the Enrollee has no teeth; and
- claims paid during the Benefit Period must be less than the MaxOver claims threshold (below). If orthodontic services are a Covered Benefit (see **Schedule of Benefits**), Delta Dental will not consider claims paid for those services when determining total claims paid under the MaxOver program; and
- if a benefit is added where a Benefit Waiting Period applies, Enrollees must satisfy the Benefit Waiting Period based on the effective date of the new Covered Benefit or effective date of the new benefit plan.

Each of your family members enrolled under your Group's dental plan is eligible for the MaxOver program. If they meet the above requirements, Delta Dental will calculate for each Enrollee the appropriate MaxOver amount. Delta Dental bases the MaxOver amount on the Group's annual Benefit Maximum. Delta Dental will establish eligibility and calculate the MaxOver amount 3 months after the Benefit Period ends. Delta Dental will establish eligibility for the MaxOver amount following each Benefit Period and will place the amount earned (if any) in the Enrollees MaxOver account. Delta Dental will not adjust its determination based on claim(s) submitted after establishing eligibility for the program whether it is favorable or unfavorable to the Enrollee. The funds in the MaxOver account can continue to grow, to an amount equal to the Group's annual Benefit Maximum (MaxOver account limit). The subscriber will receive notification from Delta Dental regarding the amount available in the MaxOver account for each family member that qualifies for the MaxOver program and those with an unused balance.

What this means to you and your family - by meeting the above requirements each Enrollee is building on their annual Benefit Maximum by establishing a MaxOver account for their individual use in future years. If an Enrollee requires Covered Benefits that cost more than the Group's annual Benefit Maximum, the funds in the MaxOver account can help meet the difference. The MaxOver account balance can never exceed the MaxOver account limit. The MaxOver account terminates at the time coverage terminates under the Group's dental plan. Under the MaxOver program, the Enrollee cannot use funds in their MaxOver account toward orthodontic services if they are a Covered Benefit (see **Schedule of Benefits**).

The chart below outlines the MaxOver amounts available based on your Group's annual Benefit Maximum (see **Plan Provisions**). If eligible for the program, Delta Dental will establish a separate MaxOver account for each Enrollee.

Group's Annual Benefit Maximum	MaxOver Claim Threshold	MaxOver Amount	MaxOver Account Limit
$1,000	$500	$250	$1,000
$1,250	$625	$300	$1,250
$1,500	$750	$375	$1,500
$2,000	$1,000	$500	$2,000
$2,500	$1,250	$625	$2,500
$5,000	$2,500	$1250	$5,000

16.0 PROTECTING YOUR PRIVACY

Delta Dental understands that information about you (or your dependents) and your health is personal. We are committed to protecting the privacy of this information. This notice will explain how we meet that commitment. It also describes how we may use and disclose information about you in administering your benefits, and it explains your legal rights regarding this information.

When we use the term "personal information", we mean financial, health and other information about you that is non-public that we obtain so we can provide you with insurance coverage. By "health information", we mean information that identifies you and relates to your medical and/or dental history (i.e., the care you receive or the amounts paid for that care).

Our collection practices

In order to provide you and your family with insurance coverage, Delta Dental needs personal information that includes (but is not limited to) your name, address, social security number, and information about your dental history. You are the primary source of this information. However, we also collect information from a variety of other sources. These other sources may include (but are not limited to):

- Your employer or group;
- Insurance agents, brokers and consultants who submit information on your behalf or on your group's behalf;
- Dentists and other professionals who provide dental and related services and their office personnel; and
- Other dental insurers, health insurers, HMOs, and similar organizations with whom you may have other dental, hospital, medical or related coverage.

This information typically comes from your enrollment form, direct personal contact, correspondence, and telephone, facsimile, or Internet communications.

Our disclosure practices

In administering your dental benefits, Delta Dental may disclose personal or privileged information to third parties without your authorization as permitted by law. Delta Dental may disclose personal or privileged information to the following third parties:

- Agents, brokers and consultants who provide (a) Delta Dental with information about you or (b) you with information about Delta Dental or your group dental benefits program;
- Dentists, other professionals, and dental office personnel who submit claims on your behalf or from whom we obtain information to process your claims promptly and accurately;
- Companies that Contract with us to perform insurance and insurance-related services (such as companies that write checks or mail identification cards, data processing subcontractors, and software maintenance or development consultants);
- Dentists and other non-employee professionals who review claims for us or are involved with claims appeals;
- Other Delta Dental plans that provide services outside Virginia and other dental insurers, health insurers, HMOs, and similar organizations for the purpose of (a) coordinating benefits or (b) preventing, detecting, or prosecuting criminal activity, fraud, material misrepresentations, or material nondisclosure in connection with enrollment or insurance activities;
- Your employer or group for the purpose of explaining how we paid claims, carry out our other responsibilities under the Group Contract, or for audit purposes; and
- Insurance regulatory, law enforcement and similar government authorities.

With your specific written authorization

In all situations other than those described above, Delta Dental will ask for your written authorization before using or disclosing personal information about you. If you have given us authorization, you may revoke it at any time, if we have not already acted on it.

Your right to review recorded personal information

You may submit a written request to access your recorded personal information. Our address is in the last section of this notice. You must describe the information that you wish to obtain in reasonable detail. You should include your name, address, identification number and identify your Dentist and dates of service, if applicable. Delta Dental must be able to locate and retrieve the information in a reasonable time and manner. We may ask you for proper identification to safeguard your personal and privileged information.

Within 30 days of your request, we will:

- Inform you of the nature and substance of the recorded personal information in writing, by telephone, or by other oral communication.
- Permit you to see and copy, in person (by appointment only), our recorded personal information that pertains to you, or provide you with copies of this information by mail. If the information is in coded form, we will provide a written plain language explanation.
- Identify the persons Delta Dental has released the personal information to within the two years prior to your request. If Delta Dental has not recorded their identities, we will provide you with the names of persons we normally disclose this information.
- Permit you to correct, amend, or delete your recorded personal information in the manner provided for in the next section "Your Right to Correct Your Personal Information."

If your file contains medical record information, we may ask you to name a treating Dentist or other medical professional to whom we can send the information so that he or she may explain it to you. Your rights of access to recorded personal information do not extend to privileged information.

Your right to correct recorded personal information

You may request that we correct, amend, or delete recorded personal information that we have if you believe it is inaccurate or incorrect. You must make this request in writing. To assist us, you must describe the information that you wish us to correct in reasonable detail. You must explain why you believe it is inaccurate or incorrect. You must include your name, address, and identification number. You should also identify your Dentist and dates of service, if applicable.

Upon receipt of your written request, we will investigate the information you believe is incorrect or inaccurate.

Within 30 days of our receipt of your written request to correct, amend, or delete any recorded personal information that we have, we will:

- Correct, amend, or delete the inaccurate or incorrect portion of your recorded personal information; or
- Notify you that we refuse to make the correction, amendment, or deletion; the reasons for our refusal; and your right to file a statement of protest.
- If we make a correction, amendment or deletion, we will notify you that we have done so. We will also furnish the information to any person whom you have designated who, within the preceding two years, may have received the incorrect personal information.

- If you disagree with our refusal to correct, amend, or delete your information, you may send us a concise statement describing the information that you believe is incorrect, irrelevant, or unfair, and the reasons why you disagree with our refusal to change it. When we receive this statement of protest, we will:
  - Place it in our file with the disputed personal information so that anyone reviewing the information will have access to it;
  - Clearly identify the disputed personal information and provide the statement along with the information in any subsequent disclosure; and
  - Furnish the statement to the person whom you have designated; who, within the preceding two years, may have received what you believe to be incorrect personal information to.
- Your right to correct, amend or delete recorded personal information does not extend to privileged information.

Your right to direct that certain financial information not be disclosed

You have the right to request that we not disclose financial information to nonaffiliated third parties except as permitted by federal or state law. You may exercise this right at any time, and your request remains in effect until revoked. You may exercise this right by contacting us at the address in the last section in this notice. Please provide us your name, address, and subscriber identification number. Even if you choose to exercise this right, we may still share financial information with a nonaffiliated third party if the information is necessary to provide Dental Services or insurance-related services or perform Dental Services or insurance-related functions for your employer, your group or you. These include (but are not limited to) the services and functions listed in the "Our Disclosure Practices" section of this notice. State law permits these types of disclosures.

Changes to this notice

Delta Dental reserves the right to change the terms of this notice at any time. If we do, the revised terms are effective for information we already have about you as well as any information we receive in the future. Please note that we do not destroy personal information about you when you terminate your coverage. It may be necessary to use and disclose this information for purposes described above even after your coverage end.

Our privacy policy

Delta Dental believes in a Subscriber's right to privacy with regard to his or her Dental Service records and dental history. We support an individual's right to access his or her records and information in our possession pertaining to claims submitted for care and services. In accordance with current federal and state regulations, we strive to protect this information and allow access to personal and privileged information to the limited extent necessary for treatment purposes, patient knowledge, claim needs and/or as legally required.

We do not disclose personal or privileged information (including financial information) about our Subscribers or former Subscribers to anyone, except as permitted by law. We restrict access to personal and privileged information (including financial information) to our employees, consultants, and outside vendors who need to know the information to provide products and services to our Subscribers. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws to guard against non-permitted and unauthorized disclosures. If you have any questions about our procedures or information maintained about you, please contact us at the following address (be sure to include your name, address, and subscriber identification number):

Delta Dental of Virginia
Benefit Services
ATTN: Privacy Coordinator
4818 Starkey Road
Roanoke, Virginia 24018-8542

You may also contact us by calling toll-free at 800-237-6060/TTY 877-287-9039.

17.0 IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact us at the following address and telephone number:

Delta Dental of Virginia
4818 Starkey Road
Roanoke, Virginia 24018-8542
Telephone: 800-237-6060
TTY/TDD: 877-287-9039

If you have been unable to contact or obtain satisfaction from DDVA, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Address:	Consumer Service Section Virginia Bureau of Insurance PO Box 1157 Richmond, Virginia 23218
Telephone Toll-Free:	800-552-7945
Richmond:	804-371-9691
Fax:	804-371-9944
Email:	bureauofinsurance@scc.virginia.gov

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting DDVA or the Bureau of Insurance, have your policy number available.
As part of the Department of Health and Human Service's Notice of Benefit and Payment Parameters, carriers who are providing coverage under an ACA certified plan are required to provide meaningful access for covered members who have limited English proficiency (LEP). The instructions below tell LEP members how to obtain language assistance in regards to their dental coverage.

16.0 OTHER IMPORTANT INFORMATION

The name of the Plan is the Hilldrup Companies Dental Plan. The Plan Sponsor is Hilldrup Companies.

The Plan covers eligible employees of the Hilldrup Companies Dental Plan. The Plan Sponsor's address is PO Box 1290 Stafford, VA 22555.

The Company's Employer Identification Number (EIN) is 54-0661748.

The Plan Number is 501.

Hilldrup Companies is the Plan Administrator but has delegated authority to administer the Plan on its behalf to Delta Dental of VA. You may contact the Plan Administrator by writing to Hilldrup Companies,

PO Box 1290 Stafford, VA 22555; telephone is 703-221-7155. Service of Legal Process may be made to same.

The Plan's records are maintained on a plan year basis beginning April 1 and ending March 31.

The Company expects to continue the Plan indefinitely, but reserves the right to amend or terminate it at any time by action of the Company or the Committee.

The Plan is self-insured under a group contract with Delta Dental of Virginia, which also administers claims under the Plan. Delta Dental's address is 4818 Starkey Road, Roanoke, Virginia 24018, telephone (540) 989-8000. Delta Dental's Benefit Services number is (800) 237-6060. Its administration toll-free telephone number is (800) 572-3044.

17.0 YOUR RIGHTS UNDER ERISA

As a participant in the Hilldrup Companies Dental Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and their Plan participants and beneficiaries. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If

you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you should have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

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18.0 LANGUAGE ASSISTANCE SERVICES

Language assistance services are available to enrollees with limited English proficiency.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-237-6060 (TTY: 1-877-287-9039).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-237-6060 (TTY: 1-877-287-9039)번으로 전화해 주십시오.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-237-6060 (TTY: 1-877-287-9039).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-237-6060（TTY：1-877-287-9039).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-237-6060 (رقم هاتف الصم والبكم: 1-877-287-9039).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-237-6060 (TTY: 1-877-287-9039).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-237-6060 (TTY: 1-877-287-9039) تماس بگیرید.

ማስታወሻ: የሚናገሩት ቋንቋ ኣማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ 1-800-237-6060 (መስማት ለተሳናቸው: 1-877-287-9039).

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں ۔ کال کریں .1-800-237-6060 (TTY: 1-877-287-9039)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-237-6060 (ATS : 1-877-287-9039).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-237-6060 (телетайп: 1-877-287-9039).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-237-6060 (TTY: 1-877-287-9039) पर कॉल करें।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-237-6060 (TTY: 1-877-287-9039).

লক্ষ্য করুনঃ যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-800-237-6060 (TTY: ১-877-287- 9039)

Ige nti: O buru na asu Ibo asusu, enyemaka diri gi site na call 1-800-237-6060 (TTY: 1-877-287-9039).

AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-800-237-6060 (TTY: 1-877-287-9039).

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