DELTA DENTAL®

Delta Dental PPO Plus Premier



Our national Preferred Provider Program

Welcome!

Your dental program is administered by Delta Dental of Kentucky, Inc., a Kentucky not-for-profit dental service corporation. Delta Dental of Kentucky is the Commonwealth's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at (800) 955-2030 or access our website at www.deltadentalky.com.

You can easily verify your own benefits, claims and eligibility information online 24 hours a day, seven days a week by visiting www.deltadentalky.com and selecting the Consumer Toolkit. The Consumer Toolkit will also allow you to print claim forms, ID cards, explanation of benefits (EOBs), review your claims status, choose to receive paperless EOBs, search our Dentist directories, read oral health tips and more.

We look forward to serving you!

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Note: Please read this Certificate with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental Plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to this Plan and you should ignore the conflicting statement in this Certificate.

1. Delta Dental PPO Plus Premier Certificate

Delta Dental of Kentucky, Inc., issues this Certificate to you, the Subscriber. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and your employer or organization.

The Benefits provided under This Plan are subject to change as required by any state or federal law.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

Cliff Maesaka, Jr. DDS
President and CEO
Delta Dental of Kentucky, Inc.

2. Definitions

This section defines terms having special meanings in the Certificate and Summary of Dental Plan Benefits. A word or phrase starting with a capital letter has a special meaning. It is defined either in this Definitions section or in the text itself.

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a claim; or any failure to make payment (in whole or in part) for the benefits you sought, including any determination based on eligibility.

Alternate Benefit

A Benefit provided in cases where alternative methods of treatment exist for the same Dental Service. In this case, Benefits are provided for the least costly, professionally acceptable treatment. This is a determination of Benefits under this Plan. It is not a recommendation of which service should be provided. The Dentist and patient should decide the course of treatment. If the dental procedure used is different from the procedure covered under this Certificate, the Dentist may bill the patient for the difference between the Maximum Approved Fee for the service provided and the amount paid by Delta Dental for the claim.

Benefit Year

The annual period of your coverage as shown in the Summary of Dental Plan Benefits. Your Benefit Year ends at the same time your coverage ends.

Benefits

Payment for the Covered Services under This Plan.

Certificate

This document is your Certificate of Coverage. Delta Dental will provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits. Any changes in this Certificate will be based on changes to the contract between Delta Dental and your Group. The Certificate may also be referred to as This Plan.

Children or Child

Your natural children; stepchildren; adopted children; children by virtue of legal guardianship; or children who reside with you during the waiting period for adoption or legal guardianship.

Completion Dates

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the permanent cementation date;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.
- For appliances, on the date the appliance is placed.
- For implants, on the date the implant is placed.

Copayment

The percentage of the bill that you are responsible for after you have met your Deductible, if any. Please refer

to The Summary of Dental Benefits for percentages and Deductibles.

Cosmetic Dentistry

Any procedure that is for general appearance and is not caused by disease, prevention, diagnosis, injury, decay, fracture or orthodontic correction.

Covered Services

The Dental Services shown in your Summary of Dental Plan Benefits are the Covered Services that will be paid under This Plan. The Covered Services must be provided by or under the direction of a Dentist. Covered Services includes services that are not reimbursed because of a Deductible, Copayment, waiting period, Maximum Payment, frequency, or other limit.

Deductible

The amounts a person or a family as a whole must pay toward Covered Services before Delta Dental begins paying for those services. The Summary of Dental Plan Benefits lists the Deductibles, if any, that apply to you and your family. The individual Deductibles apply toward the family Deductible. No Eligible Person pays more than the individual Deductible for that person while the total of Deductibles for all Eligible Persons in the family cannot exceed the family Deductible.

Delta Dental

Delta Dental of Kentucky, Inc., a Kentucky not-for-profit dental service corporation that provides dental benefits to its Subscribers.

Delta Dental Plan

A Delta Dental company that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental PPO

Delta Dental's national preferred provider organization program that can reduce your out-of-pocket expenses if you receive care from a Delta Dental PPO Dentist.

Delta Dental PPO Plus Premier

This program offers the Delta Dental PPO plan and also has back-up coverage through Delta Dental Premier that will pay at the Premier Dentist Schedule.

Delta Dental Premier

Delta Dental's national managed fee-for-service dental benefits program.

Dental Services

Any service, treatment or care you receive from a dental professional. Any dental procedure or materials related to the procedure. A Dental Service may or may not be a Covered Service.

Dentist

A person licensed to practice dentistry in the state in which dental services are performed.



- **Delta Dental PPO Dentist ("PPO Dentist")** is a Dentist who has signed an agreement in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental's payment, your Copayment and Deductible, if any, as payment in full for Covered Services.
- **Delta Dental Premier Dentist ("Premier Dentist")** is a Dentist who has signed an agreement in his or her state to participate in Delta Dental Premier. Premier Dentists agree to accept the Maximum Approved Fee as payment in full for Covered Services.
- **Non-participating Dentist** is a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** is a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Premier Dentists are sometimes collectively referred to as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Non-participating Dentists, and Out-of-Country Dentists are sometimes collectively referred to as **"Non-participating Dentists."** Non-participating Dentists may bill you for the difference between the amount charged and the Maximum Approved Fee in addition to Deductibles, Copayments and charges for Non-Covered Services.

Eligible Dependent(s)

The Summary of Dental Plan Benefits has specific information about This Plan's rules for dependent eligibility, but generally, your Eligible Dependents are:

- Your legal spouse or domestic partner. Please check the Summary of Dental Plan Benefits for coverage;
- Your unmarried Children living with you. Please refer to your Summary of Dental Plan Benefits for specific age limits of This Plan;
- Any unmarried Children for whom you or your legal spouse are financially responsible for their medical or dental care under the terms of a court decree or who have been named as alternate recipients under a Qualified Medical Child Support Order (QMCSO);
- Your Children who have reached the age specified in your Summary of Dental Plan Benefits, but who are totally and permanently disabled by a physical and/or mental condition. You must submit medical reports confirming the Child's initial or continuing total disability;
- Your child, a post-secondary, full-time student who has taken a medically necessary leave of absence from the school due to a serious illness or injury. Coverage is extended up to one year during such leave of absence;

These definitions and age limits of Eligible Dependents may be superseded by any applicable state and/or federal laws.

Effective Date

The date on which your coverage under your Group contract begins.

Eligible Person

Any Subscriber or Eligible Dependent with coverage under This Plan.

Group

The employer, trust or other plan sponsor that has entered into a contract with Delta Dental.

Investigational

A device, treatment, procedure or service that is being studied to determine if it should be used for patient care. We reserve the sole right to determine what is Investigational. Approval by the Food and Drug Administration (FDA) does not mean that we approve the service. Devices and any services involved in clinical trials are Investigational.

Maximum Approved Fee

The maximum amount a Participating Dentist can charge the patient and Delta Dental combined for a Covered Service. The Maximum Approved Fee requirements are the lowest of:

- The Submitted Amount;
- The lowest fee regularly charged, offered or received by an individual Dentist for a dental service, regardless of the Dentist's contract with another dental benefits organization;
- The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists are not allowed to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. Maximum Payment amounts are described in the Summary of Dental Plan Benefits.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist.

Non-Covered Service

A Non-Covered Service is any Dental Service that is not a Covered Service.

Open Enrollment Period

The period of time, as determined by your employer or organization, during which an eligible person may enroll or be enrolled for Benefits. Open Enrollment is held once in a 12-month period.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

Pre-Treatment Estimate

A process where Delta Dental issues a written estimate of dental benefits, which may be available under your coverage for proposed dental treatment. Your Dentist may submit a request for a Pre-Treatment Estimate in advance of providing the treatment.

A Pre-Treatment Estimate can be provided at your or your Dentist's request and is provided for informational purposes only. It is not required before you receive any dental care or for approval of future dental benefits payment. You will receive the same benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefit provided on a Pre-Treatment Estimate notice is based on your coverage on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

A Pre-Treatment Estimate is not a claim for Benefits, pre-authorization, pre-certification, or reservation of future Benefits.

Premier Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimates and payment of claims. The Processing Policies may be amended from time to time.

Submitted Amount

The amount a Dentist bills for a specific treatment or service. A Participating Dentist cannot charge you or your Eligible Dependents for the difference between this amount and the Maximum Approved Fee for Covered Services.

Subscriber

You, when your employer or organization notifies Delta Dental that you are eligible to receive dental benefits under This Plan.

Summary of Dental Plan Benefits

A description of the specific provisions of your Group dental coverage. The Summary of Dental Plan Benefits is, and should be read as, a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Eligible Persons pursuant to this Certificate including the Summary of Dental Plan Benefits.

3. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental PPO Dentist.

- Delta Dental PPO Dentists agree to accept payment according to the PPO Dentist Schedule and, in most cases, this will result in a reduction of their fees. You are responsible for any Copayment and Deductible plus any balance not reimbursed under This Plan up to the PPO Dentist Schedule fee.

- Delta Dental Premier Dentists agree to accept payment according to the Premier Dentist Schedule. You are responsible for any Deductible and Copayment plus any balance not reimbursed under This Plan up to the PPO Dentist Schedule fee. Please check the Summary of Dental Plan Benefits as the Copayment and Deductible may be higher.

- If you choose a Dentist who does not participate in either program, you will be responsible for any difference between the Maximum Approved Fee and the Dentist's Submitted Fee, in addition to any Copayment or Deductible.



To verify that a Dentist is a Participating Dentist in This Plan, you can use Delta Dental's online Dentist Directory at www.deltadentalky.com or call (800) 955-2030.

4. Accessing Your Benefits

To utilize your coverage, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with the Benefits, how claim payments are made and provisions of This Plan.

2. Make an appointment with your Dentist. Tell your Dentist that you have dental benefits coverage with Delta Dental of Kentucky PPO Plan. Your Dentist should call Delta Dental at (800) 955-2030 or go to www.deltadentalky.com with any questions about This Plan

3. After you receive your dental treatment, you or the dental office staff will file a claim form with:

   - The Subscriber's full name and address;
   - The Subscriber's Delta Dental ID number;
   - The name and date of birth of the person receiving dental care.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our Customer Service at 1-800-955-2030.

Questions and Assistance

Questions about your coverage should go to your Human Resources department or to our Customer Service department by US mail, phone, or e-mail:

Delta Dental Customer Service
P.O Box 242810
Louisville, KY 40224-2810
(800) 955-2030
customerservice@deltadentalky.com.

Always include your name, your Group's name and number, the Subscriber's Delta Dental ID number and your daytime telephone number with any correspondence.

If you (a) need the assistance of the state agency that regulates insurance or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone, or e-mail.

Kentucky Department of Insurance
Consumer Protection Division
P.O. Box 517
Frankfort, Kentucky 40602
800-595-6053
http://insurance.ky.gov/

Claim Forms

Most Dentists will submit your dental claims for you. A Non-participating Dentist may require you to submit the claim yourself. You can access a claim form on our website at www.deltadentalky.com or by calling Customer Service at 1-800-955-2030. Mail the completed claim forms to:

Delta Dental
P.O. Box 242810
Louisville, KY 40224-2810.

All claims must be filed with Delta Dental within the 12 months following the date of service.

5. How Claim Payment is Made

If your Dentist is a Participating Dentist, Delta Dental will base payment on the lesser of the Submitted Amount or the Maximum Approved Fee for a Covered Service.

Delta Dental will send payment directly to a Participating Dentist and you will be responsible for any applicable Copayments or Deductibles and any amounts that exceed Maximum Payment amounts under your coverage. You will be responsible for the Dentist's Submitted Amount for any Non-Covered Service.

For Covered Services rendered by a Non-participating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you, and you will be responsible for making full payment to the Dentist including any difference between Delta Dental's payment and the Dentist's Submitted Amount.

To be eligible for coverage under This Plan, a Dental service must be:

1. A Covered Service.
2. Performed by a Dentist or, as applicable, a registered dental hygienist or other dental professional as permitted by state law.
3. Consistent with the symptoms, diagnosis or treatment of the condition, disease or injury.
4. Payable under the Processing Policies of Delta Dental.
5. Not solely for the convenience of you or your Dentist.
6. The most appropriate level of service that can safely be provided to you.
7. Received after your Effective Date and completed before your coverage ends.

We will pay the claim within (30) days from the date we receive a properly completed claim form, as prescribed by applicable law, including all required information, to determine the amount payable under This Plan. You agree that any person or entity having medical information relating to the dental benefits claimed, may give us that information. We may provide such information to other persons in accordance with our published Notice of Privacy Practices under HIPAA.

After we process the claim, you and/or your Dentist will receive an Explanation of Benefits (EOB), unless you have no financial responsibility. The EOB is not a bill, but a statement to help you understand the coverage you are receiving. The EOB shows:

- Total amount charged by the Dentist for services received (Submitted Amount).
- The maximum amount that your Dentist will receive (Maximum Approved Fee).
- The amount for which you are responsible (patient payment).

Delta Dental will process and pay all submitted claims in accordance with this Certificate and applicable law. We cannot deny a claim or withhold payment upon your request.

In the event of death, any Benefits payable to a Covered Person will be paid to that person's estate.

If Delta Dental pays a claim in error we may recover the overage from you or, if applicable, the Dentist. As an alternative, Delta Dental reserves the right to deduct from any pending or future claim any amounts you or the Dentist may owe us. Payment of any claim in error does not mean that similar claims will be paid in the future.

6. Benefit Categories

This Plan covers only Covered Services listed in the Summary of Dental Plan Benefits. If there is any conflict between the Certificate and the Summary of Dental Plan Benefits, the Summary of Dental Plan Benefits will control. The following is a description of various Dental Services that can be selected for a dental program. Please review the Exclusions and Limitations section regarding the information listed below. **Your Benefits at the time of your treatment depend on several factors. These include your continued eligibility for benefits; your available annual or lifetime Maximum Payment; any coordination of benefits; the status of your coverage; your Dentist, This Plan's limitations, and any other provisions**.

Diagnostic and Preventive Services



Diagnostic and Preventive Services

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include examinations, evaluations, prophylaxes (routine cleanings), space maintainers, and topical fluoride treatments.

Brush Biopsy

Oral brush biopsy procedure and laboratory analysis used to detect oral cancer. Using this diagnostic procedure, Dentists can identify and treat abnormal cells that could become cancerous, or they can detect the disease in its earliest and most treatable stage.

Radiographs

X-rays as required for routine care or as needed to diagnose the condition of your teeth.

Emergency Palliative Treatments

Emergency treatment to temporarily relieve pain.

Basic Services

Oral Surgery Services

Extractions and dental surgery, including pre-operative and post-operative care.

Endodontic Services

The treatment of teeth with diseased or damaged nerves (for example, root canals).

Periodontic Services

The treatment of diseases of the gums and supporting structures of the teeth, including periodontal maintenance following periodontal therapy (periodontal cleanings).

Relines and Repairs

Relines and repairs to partial dentures and complete dentures, and repairs to bridges.

Restorative Services

Services to rebuild and repair natural tooth structure damaged by disease, decay, fracture, or injury. Restorative services include:

- Minor restorative services, such as amalgam (silver) fillings and composite resin (white) fillings on anterior teeth.
- Major restorative services, such as crowns, when teeth cannot be restored with another filling material.

Major Services

Prosthodontic Services

Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, partial dentures, and complete dentures).

Orthodontic Services

Services, treatment and procedures to correct malposed teeth (such as braces).

Other Benefits

Any additional Benefits specified in The Summary of Dental Plan Benefits.

7. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for the same will be your responsibility.

1. General anesthesia as relating to Periodontic, Prosthetic, Restorative, Endodontic or Orthodontic services or for the sole purpose of patient management.
2. Services for injuries or conditions payable under Workers' Compensation or employer's liability laws. Services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act (Medicaid).
3. [Dental Services received from a dental or medical department maintained by or on behalf of the Group, a mutual benefit association, labor union, trustee, or similar person or group.]
4. Cosmetic surgery, bleaching or dentistry for aesthetic reasons, as determined by Delta Dental.
5. A complete occlusal adjustment.
6. Services rendered before the Effective Date or after the termination date of This Plan.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services as determined by Delta Dental, for which no valid dental need can be demonstrated or which are specialized techniques.
10. Services as determined by Delta Dental that are Investigational in nature, including services or supplies required to treat complications from Investigational procedures.
11. Services, as determined by Delta Dental, which are not rendered in accordance with generally accepted standards of dental practice.
12. Treatment by anyone other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional as determined by Delta Dental under the scope of the professional's license as permitted by applicable state law.
13. Services for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Replacement, repair or adjustments to space maintainers.
15. Services received as a result of dental disease, defect, or injury for any military-connected disability or condition or due to an act of war, declared or undeclared.
16. Services required while incarcerated in a penal institution or while in custody of law enforcement authorities, including work release programs.

17. Services for injuries sustained from participating in a civil disturbance or while committing an assault or felony.

18. Services that are covered under another group medical or dental plan. We will coordinate coverage where permissible under applicable laws.

19. Services that are not within the categories of Benefits that have been selected by your employer or organization and that are not covered under the terms of this Certificate.

20. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.

21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medications, etc.).

22. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting.

23. Temporary root canal fillings on permanent teeth.

24. Chemical curettage.

25. Personalization/characterization of any service or appliance.

26. Separate claims for tooth preparation, temporary services, bases, impressions, local anesthesia or other services that are components of a complete procedure will be subject to the Maximum Approved Fee.

27. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).

28. Mounted case analyses.

29. Consultations.

30. Subperiosteal implants and bone grafts.

31. Laser Assisted New Attachment Procedure, also known as LANAP, Wavelength-optimized Periodontal Therapy, Deep Pocket Therapy with New Attachment and similar laser periodontal treatment procedures are considered to be Investigational procedures and are not covered under the terms of this Certificate.

Delta Dental will make no payment for the following services. Participating Dentists <u>may not</u> charge you or your Eligible Dependents for these services. All charges from Non-participating Dentists for the following will be your responsibility:

1. The completion of forms or submission of claims.

2. Consultations, when performed in conjunction with examinations/evaluations.

3. Local anesthesia.

4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.

5. Infection control.

6. Temporary crowns.

7. Gingivectomy as an aid to the placement of a restoration.

8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.

9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.

10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.

11. Post-operative X-rays, when done following any completed service or procedure.

12. Periodontal charting.

13. Pins and/or preformed posts, when done with core buildups for crowns, onlays, or inlays.

14. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.

15. A pulpotomy on a permanent tooth, except on a tooth with an open apex.

16. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.

17. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.

18. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.

19. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.

20. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.

21. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.

Limitations

The following benefits are limited as described in your Summary of Dental Plan Benefits:

- Oral examinations/evaluations.
- Routine teeth cleaning (prophylaxis).
- Bitewing X-rays.
- Full mouth or panographic X-rays (which include bitewing X-rays),
- Preventive fluoride treatments are payable once per Benefit Year to the age specified in your Summary of Dental Plan Benefits.

The benefits for the following services are limited as follows, unless otherwise specified in your Summary of Dental Plan Benefits. All charges for services that exceed these limitations will be your responsibility.

1. A separate benefit is not provided for **periapical or bitewing x-rays** when performed on the same date as a complete series or a panorex.

2. Benefits for a **problem-focused examination** are limited to two in a Benefit Year.

3. When the total amount charged for **individual periapical x-rays** equals or exceeds the Maximum Approved Fee for a complete series, Benefits are limited to the Maximum Approved Fee for a complete series. Benefits will also be subject to the limitations for a complete series.

4. **Space maintainers** are payable up to the age of 14 and are limited to one placement per location.

5. **Topical fluoride applications** are provided only for Eligible Persons up to the age of 19 and are limited to one application per Benefit Year.

6. **Sealants** are limited to topically applied acrylic plastic or composite material exclusively for the purpose of preventing tooth decay and are payable for people up to the age of 16. They must be placed on the occlusal surface of permanent molars that are free of decay and Benefits are limited to one application per tooth in a two-year period.

7. **Sealants repair or replacement** is covered only when performed after two years of the original placement or replacement. If performed within the two-year time limit, it will be considered part of a completed procedure and not a separate Benefit.

8. **Amalgam and resin restorations** are allowed once per tooth surface in a two-year period. **Composite resin or acrylic restorations** in posterior teeth are paid as an Alternate Benefit at amalgam Approved Fee unless specified otherwise in your Summary of Dental Plan Benefits.

9. Services are provided for one **restoration** in each tooth surface in an episode of treatment.

10. **Root canal treatment** includes periapical x-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine postoperative procedures. No separate charges will be paid for these procedures. Retreatment is payable after two years.

11. **Payments for pulpotomies are** limited to primary (baby) teeth.

12. **Stainless steel crowns** are limited to once per tooth in a two-year period on primary teeth only.

13. **Pulp capping** is a Covered Service for exposure of the pulp only and if performed on the same day as the final restoration is limited to the Maximum Approved Fee for the complete procedure.

14. **Remineralization** includes temporary restoration. Permanent restorations are not

payable within two months following the temporary placement.

15. **Payment for periodontal maintenance** is limited as listed in your Summary of Dental Plan Benefits provided the patient has completed active periodontal therapy.

16. **Periodontal scaling and root planing** is limited to once in a Benefit Year unless otherwise specified in your Summary of Dental Plan Benefits.

17. **Occlusal guards** are limited to one in a five-year period on permanent teeth. Occlusal guards for Children with primary or mixed primary and permanent teeth are not covered.

18. **Bone replacement grafts** are payable only when performed around natural teeth. (They are not covered in conjunction with implants, extractions for ridge augmentation or to replace bone lost in the area of an abscess).

19. **Osseous surgery** or osseous grafts are payable once per area within a three-year period.

20. Payment for **crowns, inlays, and onlays** is limited to one per tooth in a five-year period.

21. Services for any **optional gold restoration,** crown or jacket, are limited to the Maximum Approved Fee for an amalgam, synthetic or plastic restoration.

22. **Porcelain veneer** or cast crowns are payable when an Eligible Dependent is 12 years of age or over. For Eligible Dependents under the age of 12, an acrylic crown or preformed crown may be payable with approval.

23. **Denture reline or rebases** is payable once in a three-year period and at least six months after initial placement.

24. Benefits for **repair of a full or partial denture** are limited to 50% of the Maximum Approved Fee for a replacement denture.

25. **Oral Surgery** procedure includes routine postoperative procedures, dry socket treatments and sutures. These services are not payable as a separate benefit.

26. **General anesthesia** is limited to the following procedures when administered by a Dentist licensed to administer general anesthesia;

    a. Removal of impacted tooth – partially bony

    b. Removal of impacted tooth – completely bony

    c. Removal of impacted tooth – completely bony, with unusual surgical complications

    d. Surgical removal of residual root

    e. Oroantral fistula closure

    f. Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment, and management of hypertrophied and hyperplastic tissue)

    g. Five or more extractions performed on the same date of service.

    h. General anesthesia is not payable for the sole purpose of patient management.

27. **Tissue conditioning** is limited to three times in an episode of treatment.

28. **Denture or bridge replacement** is payable five years after the initial placement, however no replacement is payable for lost or stolen dentures or bridges.

29. **Fixed bridges** or removable cast partials are only payable for Eligible Dependents after the age of 16.

30. Benefits for **special techniques** or personalized restorations with a bridge or denture are limited to the Maximum Approved Fee for a standard procedure.

31. Benefits for an **overdenture**, including necessary crowns and root canal treatment, are limited to the Maximum Approved Fee for a full denture.

32. **Interim dentures** (stayplates) are payable only for Children under age 17 to replace extracted anterior permanent teeth during the healing period.

33. Payment for **implants** is limited to one implant per tooth in a five-year period.

34. When **implants** are not a Covered Service under this plan, Alternate Benefits may be payable for missing tooth replacement or partial denture payment.

35. In the event you **transfer from one Dentist** to another during your course of treatment, or more than one Dentist performs services for one procedure, Benefits are limited to the Maximum Approved Fee for the services of one Dentist.

Orthodontic Services

1. The diagnosis for Orthodontic Services must show that the handicapping malocclusion is abnormal and can be corrected. It is recommended that your Dentist submit a treatment plan to us to determine the Benefits available. One diagnosis and treatment plan is payable in a five-year period.

   We may review your dental records to determine if Benefits will be provided for the requested services.

2. All Orthodontic Services are considered to have been rendered on the date performed.
3. Orthodontic Services are subject to the total Maximum Payment per Eligible Person. Please refer to the Summary of Dental Benefits for your Maximum Payment.
4. Payment for orthodontic treatment, including appliances, will not exceed three years.
5. If the orthodontic treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation for payment ends on the last day in which the patient was treated.
6. Replacement and/or repair of any appliance furnished under the orthodontic treatment plan are not covered.

Orthodontic Processing Policies

1. Benefits are paid as the services are rendered; therefore, lump sum payments cannot be made if full payment was made in advance.
2. Payments will be made for the following treatment;

   - Orthodontic records (if charged separately)
   - Down payment or initial fee (placement of appliances)
   - Monthly adjustments (paid each month as services are rendered.)
   - Retainers are paid as a one-time fee and monthly adjustments are included in this fee.

8. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when an Eligible Person has dental benefits under more than one plan. The objective of COB is to make sure the combined payments of the plans are no more than your actual dental bills. COB rules establish whether This Plan's Benefits are determined before or after another plan's benefits.

You must submit all your claims to each plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary plan denies your claim or does not pay the full claim, the secondary plan will then calculate any additional payment under these rules.

Which Plan is Primary?

This Plan is a Secondary Plan unless:

- the other plan has rules coordinating its benefits with those of This Plan; and,
- both those rules and This Plan's rules make This Plan the Primary Plan.



The primary plan is determined by the first of the following rules that applies:

1. **Dependent or Non-dependent.**

The plan that covers the Eligible Person as other than a Dependent is always primary.

2. **Children (parents who are not divorced or separated) and the Birthday Rule.**

   The Plan of the parent with the first birthday in a calendar year is always primary for Children. If your birthday is in January and your spouse's birthday is in March, your plan will be primary for all of your Children. If both parents have the same birthday, the plan that covers the Children for the longer period will be primary.

3. **Children (Parents Divorced or Separated)**.

   If a court decree makes one parent responsible for health care expenses, that parent's plan is primary.

   If a court decree states that the parents will share custody without stating that one of the parents is responsible for the Child's health care expenses, Delta Dental follows the birthday rule (see #2 above).

   If neither of these rules applies, the order will be determined as follows:

   - First, the plan of the parent with custody of the Child.
   - Then, the plan of the spouse of the parent with custody of the Child.
   - Next, the plan of the parent without custody of the Child; and,
   - Last, the plan of the spouse of the parent without custody of the Child.

   <u>If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of Benefits, this rule is ignored.</u>

4. **Active or Inactive Employee.**

   The plan of the employee who is not laid off nor retired is Primary.

5. **COBRA Continuation of Coverage.**

   The plan of the Eligible Person that is not provided under a right of continuation pursuant to federal law (that is COBRA) or a similar state law is primary.

6. **Length of Coverage.**

   The plan that has covered the Eligible Person for the longer time is primary.

7. **None of the Above Applies.**

   If none of the rules above determines the order of Benefits, the allowable expense will be shared equally between plans.

How Delta Dental Pays as Primary Plan

When This Plan is Primary, it will pay Benefits under This Plan as if you had no other coverage.

How Delta Dental Pays as Secondary Plan

When This Plan is secondary, any difference between the amount we pay on a claim and the amount we would have paid if we had been Primary will be added to a Benefit Reserve under Kentucky law. At the end of a benefit year, we will reimburse the Covered Person for any non-reimbursed allowable expenses incurred during the previous year up to the total amount of your Benefit Reserve. At that time, your Benefit Reserve will be returned to zero and will start over for the next year. Examples of non-reimbursed expenses may include deductibles and copayments.

Right to Receive and Release Needed Information

Delta Dental needs certain facts to apply these COB rules, and it has the right to decide which facts it needs. We may get needed facts from, or give them to, any other organization or person. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to pay the claim.

Payment Made By Other Plans

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made the payment.

That amount will then be treated as though it were a Benefit paid under This Plan, and Delta Dental will not have to pay that amount again. The term "payment made" includes providing Benefits in the form of

services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If Delta Dental pays more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

- The people it has paid or for whom it has paid;
- Insurance companies; or
- Other organizations.

Payment includes the reasonable cash value of any Benefits provided in the form of services.

9. Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination that you think is incorrect, you or your Dentist should contact us at (800)955-2030 or customerservice@deltadentalky.com. Ask them to check the claim to make sure it was processed correctly. We provide this opportunity for you to describe the problem and why you think your claim was improperly denied. We will correct any errors quickly and without delay. This inquiry is not required and is not a formal appeal for review of your claim.

Whether or not you ask us informally to recheck the claim, you can submit your claim to a formal claims appeal procedure described below.

If you decide to appeal, you should seek a review as soon as possible. However, you must file an appeal within 180 days of the date you received your notice of an Adverse Benefit Determination. To appeal your claim, send your request by email to:

customerservice@deltadentalky.com

or in writing to:

Customer Service
Delta Dental of Kentucky
P O Box 242810
Louisville, Kentucky 40224

Your appeal should include your name, address, the Subscriber's Delta Dental ID and all information related to your appeal. This includes comments, documents, or records submitted by your Dentist and any other comments or information you wish to provide in support of your appeal. You are entitled to receive, upon request and free of charge, reasonable access to and copies of documents, or records and other information we have that are relevant to your appeal. If you would like a record of your request and proof that it was received by Delta Dental, you should mail it via certified mail, return receipt requested.

We will conduct your appeal by making a fresh determination of your claim based on a review of the information available. We will not defer to our original decision. The individuals who conduct the appeal will not be the persons who made the initial decision or those persons' subordinates. If your claim was denied for missing information, you or your Dentist may resubmit the claim with complete information. If the decision is based, in whole or in part, on a dental judgment (including determinations with respect to whether a particular treatment, or service is Investigational or not appropriate under your Certificate), the reviewer(s) will, as necessary, consult a dental health care professional with appropriate training and experience. The dental health care professional will not be the same individual, or that person's subordinate, consulted during the initial determination.

The reviewer(s) will make a determination within 30 days of receipt of your appeal. Delta Dental will send a written decision to you, your representative, and if applicable, your Dentist.

If we uphold any part or all of the initial Adverse Benefit Determination, you or your Dentist may contact the Department of Insurance, PO Box 517, Frankfort, Kentucky 40602, or online at http://insurance.ky.gov and request a review of our decision.

Notice. Your initial notice of an Adverse Benefit Determination will inform you of the following:

- specific reason(s) for the denial.
- the Plan provision(s) on which the denial is based.
- the review procedures for dental claims, including applicable time limits.
- that upon request, you are entitled to access, free of charge, all documents, records and other information relevant to your claim.

The notice will also contain or reference:

- a description of any additional materials necessary to complete your claim.

- an explanation of why such materials are necessary.
- a statement that you have the right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this claims appeal procedure.
- any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination.
- a statement that a copy of such rule, guideline or protocol may be obtained upon request, at no charge.

If the Adverse Benefit Determination is based on a matter of dental judgment or appropriateness under your coverage, the notice will also contain:

- an explanation of the scientific or clinical judgment on which the determination was based; or,
- a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

10. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When your employer or organization advises Delta Dental to terminate your coverage.
- If we receive your premium more than 30 days late (or as specified in your Group contract). If so, the termination will occur on the date through which premiums are paid.
- For fraud or material misrepresentation in the submission of any claim or eligibility information.
- For any other reason stated in the Contract between Delta Dental and your Group.

Delta Dental will not continue eligibility for any Eligible Person under This Plan beyond the termination date given by your employer or organization. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or comparable, applicable state law.

11. Continuation of Coverage

Your Group may be required to comply with provisions under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Uniformed Services Employment and Reemployment Rights Act of 1984 ("USERRA"). If your coverage would otherwise end, you and/or your Eligible Dependents may have the right, under certain circumstances, to continue coverage, at your expense, beyond the time coverage would normally end. You should check with your Group's benefit administrator to determine your eligibility for coverage continuation.

When is Plan Continuation Coverage Available?

Continuation coverage may be available if your coverage or a covered Dependent's coverage would otherwise end because of any of these reasons:

1. Your employment ends for any reason other than your gross misconduct.
2. Your hours of work are reduced so that you are no longer a full-time employee.
3. You are divorced or legally separated.
4. You die.
5. Your Child is no longer eligible to be a covered Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact your Group's Benefit administrator to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 (ERISA).

12. General Provisions

Family and Medical Leave Act of 1993 (FMLA)

Your Group determines whether or not you are eligible for FMLA. If you take FMLA leave, you will retain eligibility for coverage during this period. You and your Eligible Dependents will be considered eligible even if you are not actively working. If the Subscriber does not retain coverage during the leave period, any Eligible Person who was covered immediately prior to the leave may be reinstated upon return to work. In that event, there will be no new waiting period for pre-existing conditions.

Privacy of Your Health Information

Health Insurance Portability and Accountability Act (HIPAA)

Delta Dental is committed to protecting your health information. You may obtain a copy of our HIPAA Notice of Privacy Practices by contacting us at customerservice@deltadentalky.com.

Children's Health Insurance Program (CHIP)

You may have special enrollment rights under CHIP. You should ask your Group's benefit administrator if you are eligible. Under the law, you and your Eligible Dependents not enrolled in the plan have the right to request enrollment . This must be done within 60 days of when you or your Eligible Dependents are terminated from Medicaid or state CHIP coverage as a result of loss of eligibility or if you or your Eligible Dependents become eligible for a premium assistance subsidy under Medicaid or state CHIP. You should notify your Group's benefit administrator if you are eligible for this special enrollment.

Assignment

Services and payments to Eligible Persons are for the personal benefit of those persons. You cannot transfer or assign payments other than to allow us to make direct payments to Participating Dentists.

Subrogation and Right of Reimbursement

Subrogation happens when you or your Eligible Dependents are involved in an automobile accident or require Covered Services that may entitle you to recover damages from a third party.

Delta Dental may have the right to be paid any amount you recover up to the amount we paid under This Plan.

You agree that Delta Dental has first priority in any payment an Eligible Person receives from someone else or that person's insurance company. We may exercise our right to direct recovery against the Eligible Person. You or your legal representative must do whatever is necessary to enable us to exercise our rights. You also agree to do nothing that could harm our right to recover.

Obligation to Assist in Delta Dental's Reimbursement Activities

You and your Eligible Dependents are required to provide Delta Dental with:

- any information concerning other insurance coverage that may be available. (This includes automobile, home, and other liability insurance coverage, and coverage under another group health plan; and,
- the identity of any other person or entity, and his or her insurers (if known), that may be obligated to provide payments or benefits for the same Covered Services for which Delta Dental made payments.

You and your Eligible Dependents are required to:

- cooperate fully with us to exercise our right to subrogation and reimbursement.
- refrain from doing anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount).
- sign any document deemed by Delta Dental to be relevant in protecting our subrogation and reimbursement rights.
- provide relevant information when requested.

The term "information" includes any documents, insurance policies, police or other investigative

reports, and any other facts that we may reasonably request. Failure by an Eligible Person to cooperate with Delta Dental in the exercise of these rights may result in a reduction of future benefit payments available to you under This Plan in an amount up to the total amount paid by us, but for which we were not reimbursed.

Dentist-Patient Relationship

You are free to choose any Dentist. However, you should keep in mind the differences in payment levels between Participating and Non-participating Providers. We do not recommend or warrant any Dentist and a Dentist may decline to provide care to you for any lawful reason. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.

Delta Dental contracts with Participating Dentists in order to reduce dental care costs. We are not responsible or liable for the furnishing of Covered Services, but merely for the payment of them under the terms of This Plan. You will have no claim against us for acts or omissions of any Dentist from whom you receive services. We have no responsibility for any act or omission of any Dentist or the failure or refusal of any Dentist to provide services to you. This Plan does not give anyone any claim, right or cause of action based on what any Dentist or other dental professional does or does not do.

Loss of Eligibility During Treatment

If an Eligible Person loses eligibility while receiving dental treatment, Delta Dental will only pay for Covered Services received while that person was covered under This Plan.

Certain services begun before the loss of eligibility may be covered if they are completed within a 60-day period from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility.

Governing Law

This Certificate will be governed by and interpreted under the laws of the Commonwealth of Kentucky.

Actions

No action on a legal claim arising out of or related to This Plan can be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived that person's right to bring suit on such legal claim. This provision does not preclude you from seeking a decision from a jury trial once all administrative appeals have been exhausted.

Change of Certificate or Contract

Delta Dental may amend your Certificate or Summary of Dental Plan Benefits or adjust the premiums from time to time. We will inform the Group in writing at least 30 days before any amendment goes into effect. No agent or other person has the authority to change any provisions in this Certificate, Summary of Dental Plan Benefits or the provisions of the contract on which it is based. No change in this Certificate or Summary of Dental Plan Benefits will be effective until approved, in writing, by an officer of Delta Dental.

Change of Status

You must notify Delta Dental, through your Group, of any event that changes the status of an Eligible Person. These events include, marriage, birth, death, divorce, and entrance into military service.



Right of Recovery Due to Fraud

We have the right to recover from any eligible Person any payment that we make because of fraud or

material misrepresentation. This includes any payment for:

- services that were sought or received under fraudulent, false, or misleading circumstances.
- a claim that contains false or misrepresented information.
- a claim that is determined to be fraudulent due to the acts of any Eligible Person.

We may recover any payments made to any Eligible Person that were based on false, fraudulent, misleading, or misrepresented information. We may deduct that amount from any payments properly due to an Eligible Person. We will provide an explanation of any payment being recovered at the time we make the deduction.

Legally Mandated Benefits

Any law that requires broader coverage or more favorable treatment for Eligible Persons than is provided by This Plan controls over This Plan.



Claims, Pre-Treatment Estimate, Inquiries or Review

P.O. Box 242810
Louisville, Kentucky 40224-2810

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