Your Dental Policy
From Delta Dental of New Jersey, Inc.
Classic Plan

Delta Dental of New Jersey, Inc.
P.O. Box 222
Parsippany, New Jersey 07054
1-888-899-3734
www.deltadentalcoversme.com

FORM DDNJ-IND-BASIC-B-4/2012
WELCOME

Delta Dental of New Jersey, Inc. ("Delta Dental") welcomes You and any Dependents You have signed up for coverage.

This Policy has facts You need to know. It includes information about Eligibility, Enrollment, Covered, Benefit Limitations, and Exclusions. Your rights under this Delta Dental individual dental Policy are also included. Please read it carefully and refer to it for questions about Your dental coverage.

The terms “You” and “Your” means the person(s) signed up for in this Policy. The terms “We,” “Us” and “Our” means Delta Dental. The capitalized words used throughout this Policy have specific meanings. The definitions of capitalized words are in the Definitions section of this Policy.

This Policy is issued by Delta Dental of New Jersey, Inc. and delivered in New Jersey. All terms, conditions, and other rules of this Policy are governed by New Jersey law for individual dental coverage. All Benefits are paid based on the terms, conditions, and rules of this Policy.

Policy service is provided by Delta Dental of Wisconsin, Inc. located at 2801 Hoover Road, P.O. Box 103, Stevens Point, WI 54481-0828.

For questions about this Policy, call Delta Dental Customer Service at 1-888-899-3734.
**10-DAY RIGHT TO REVIEW AND RETURN THIS POLICY**

Please read this **Policy** carefully. If **You** are not satisfied, **You** may return the **Policy** within 10 days after **You** received it. Mail it to **Delta Dental** at the address shown below. Any **Subscription Charges** **You** paid will be refunded. If **You** received **Benefits** during the 10-day period, **Subscription Charges** paid will be refunded to **You** less the amounts that **We** paid for **Claims**. If **You** do not return it within the 10-day period, it means **You** accept the terms of this **Policy**.

**POLICY RENEWAL AND SUBSCRIPTION CHARGES**

**You** may keep this **Policy** in force by timely payment of **Subscription Charges**. But, **Delta Dental** may not renew this **Policy** on the following basis:

1. **Non-payment of Subscription Charges.** There is a grace period of thirty(30) days as noted in Section 4.3, or
2. Fraud or material misrepresentation made by or with the knowledge of the **Subscriber** or a **Dependent** applying for this **Policy** or making a **Claim** for **Benefits** under this **Policy**, or
3. The **Subscriber** engaging in intentional non-compliance with material rules of this **Policy**, or
4. Sending any **Claim** to **Delta Dental** which has a knowing misstatement of fact, or
5. **Delta Dental** ceasing to renew all Policies issued on this form to residents of New Jersey.

**Delta Dental** may not renew this **Policy** for the reasons above as of any **Subscription Charges** due date. At least 90 days’ notice will be given for any non-renewal action under this provision. It will be mailed or e-mailed to **Your** last physical address or e-mail address in **Delta Dental**’s records. If **Delta Dental** fails to give 90-days’ notice of non-renewal, it will stay in effect until 90 days after notice is given or until the effective date of any replacement coverage, whichever happens first. No **Benefits** will be paid for **Dental Services** incurred during any period for which **Subscription Charges** have not been paid.

**THIS POLICY**, INCLUDING THE DECLARATION, ANY WRITTEN AMENDMENTS TO THIS **POLICY**, AND YOUR COMPLETED APPLICATION ATTACHED TO THIS **POLICY**, MAKE UP THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN **YOU** AND **DELTA DENTAL OF NEW JERSEY, INC.** ALL CHANGES TO THIS **POLICY** WILL BE COMMUNICATED IN WRITING IN ACCORDANCE WITH SECTION 4.6.

**DELTA DENTAL OF NEW JERSEY, INC.**
1639 ROUTE 10 P.O. BOX 222
PARSIPPANY, NEW JERSEY 07054

By: __________________________
Vice President, Underwriting & Actuarial Services
Basic Plan B Dental Program Overview

This overview has a general description of Your dental Policy. Use it as a helpful reference. Details of Your program appear in Section 7.0, “Schedule of Benefits.” Note that this Policy does not cover orthodontic services. Also note that all terms in bold print are defined in Section 2.0.

This Policy will pay a Benefit only for Covered Services. If the Dental Service You receive is not a Covered Service, no Benefit will be paid under this Policy. Covered Services may not result in payment of a Benefit under this Policy due to Benefit Limitations and Exclusions.

Where a Dental Service is a Covered Service and We pay a Benefit for it, We base Our Benefit on the Allowed Amount for the Service. That is explained in Section 5.0. The Allowed Amount will vary depending on whether the Dentist is a Delta Dental Participating Dentist, a Delta Dental PPO℠ Dentist or a Non-Participating Dentist. It will also vary based on the actual fee Your Dentist charges for the Dental Service. Our Benefit Amount will generally be the Allowed Amount times the Coverage Percent for the Covered Service (for example, the Coverage Percent for teeth cleaning is 80%), so We would multiply the Allowed Amount by 80%. We would pay that amount, subject to the Benefit Maximum which is listed in Section 6.2.

You will pay the difference between the Benefit that We pay (which could be zero, depending on Benefit Limitations and Exclusions) and the Approved Amount for the Service. The Approved Amount for Delta Dental Participating Dentists and Delta Dental PPO℠ is limited by Delta Dental and may be less than the Dentist would usually charge for a Dental Service. The Approved Amount for Non-Participating Dentists is the full amount the Dentist charges for the Dental Service.

Because We apply the Coverage Percent to the Allowed Amount, and because there are Benefit Limitations and Exclusions that may apply to the Dental Service that You receive, We may pay no Benefit toward a Covered Service or, pay a Benefit that is less than the Coverage Percent of the Approved Amount. You should read the detail in Sections 7.0 and 8.0. As We note in Section 10.1, We urge You to ask for a Pre-Treatment Estimate for Dental Services which cost more than $300, but You can also ask for Dental Services that cost less than that.
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<th>Summary of Covered Services</th>
<th>Coverage Percent of the Allowed Amount Paid by Delta Dental*</th>
<th>Benefit Waiting Period</th>
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<tr>
<td>Preventive and Diagnostic Dental Services to check existing dental health and to prevent dental disease, such as exams, cleanings, and x-rays.</td>
<td>80%</td>
<td>Coverage begins as of the Coverage Effective Date</td>
</tr>
<tr>
<td>Basic Restorative Dental Services to fix or repair teeth harmed by decay or fracture, such as amalgam and composite fillings.</td>
<td>50%</td>
<td>Coverage begins 6 months after the Coverage Effective Date</td>
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<td>Crowns Repair of teeth with crowns when they cannot be restored with other filling materials.</td>
<td>50%</td>
<td>Coverage begins 12 months after the Coverage Effective Date</td>
</tr>
<tr>
<td>Endodontics The care of teeth with damaged nerves, such as root canal treatment.</td>
<td>50%</td>
<td>Coverage begins 12 months after the Coverage Effective Date</td>
</tr>
<tr>
<td>Periodontics The treatment of diseases of the gums and supporting bone, such as scaling and root planing.</td>
<td>50%</td>
<td>Coverage begins 12 months after the Coverage Effective Date</td>
</tr>
<tr>
<td>Fixed and Removable Prosthodontics Dental Services and appliances to replace missing teeth, such as dentures and bridges (excluding implants).</td>
<td>50%</td>
<td>Coverage begins 12 months after the Coverage Effective Date</td>
</tr>
<tr>
<td>Oral Surgery Tooth extractions and other dental surgery.</td>
<td>50%</td>
<td>Coverage begins as of the Coverage Effective Date</td>
</tr>
<tr>
<td>Adjunctive General Services Dental Services include consultations, general anesthesia, and palliative care (temporary treatment of dental pain).</td>
<td>50%</td>
<td>Coverage begins as of the Coverage Effective Date</td>
</tr>
</tbody>
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Coverage Period Deductible (not applied to Preventive & Diagnostic) $50.00 per Covered Person $150.00 per Family

Coverage Period Benefit Maximum (Per Covered Person) $1,000.00

*When Dental Services are provided by a Delta Dental Participating Dentist, the percentage paid by Delta Dental is based on the least of the Dentist’s actual fee, the fee the Dentist filed with Delta Dental, or the Participating Dentist Maximum Approved Charge for the Delta Dental Premier® network. When Dental Services are provided by a Delta Dental PPO℠ Dentist, the percentage paid by Delta Dental is based on the least of the Dentist’s actual fee, the fee the Dentist filed with Delta Dental or the Delta Dental PPO℠ Table of Fees for the Delta Dental PPO℠ network. When Dental Services are provided by a Non-Participating Dentist, the percentage paid by Delta Dental is based on the least of the Dentist’s actual fee or the Non-Participating Dentist Maximum Amount Used for Benefit Calculation. As noted above, the Deductible, Maximum, Specific Exclusions and Specific Limitations and General Exclusions can also affect the amount You owe. See Sections 6.0, 7.0, and 8.0 for details.
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1.0 – USING YOUR DENTAL PROGRAM

1.1 About Delta Dental
Delta Dental of New Jersey, Inc. (“Delta Dental”) is a New Jersey not-for-profit dental service corporation. Delta Dental is a member of the Delta Dental Plans Association. We cover people across the country with both individual and company-sponsored dental programs.

1.2.1 Participating Dentists in New Jersey
Your Policy lets You get Dental Services from any Dentist. But, Your out-of-pocket costs may be lower if You use a Delta Dental PPO℠ Dentist or a Delta Dental Participating Dentist. The Policy covers the same Dental Services whether or not You use a Delta Dental PPO℠ Dentist, a Delta Dental Participating Dentist, or a Non-Participating Dentist.

This Policy lets You select a general Dentist or pediatric Dentist from two Delta Dental networks. They are named Delta Dental PPO℠ and Delta Dental Premier®. Your out-of-pocket costs may be lower if You use a Delta Dental PPO℠ Dentist. Before visiting the Dentist, check to see whether Your Dentist is a Delta Dental PPO℠ Dentist or a Delta Dental Participating Dentist. This Policy also lets You select a dental specialist. All Delta Dental Participating Specialists in New Jersey are considered Delta Dental Participating Dentists for purposes of this Policy.

1.2.2 Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists Outside of New Jersey
You may get Dental Services from a Delta Dental Participating Dentist or a Delta Dental PPO℠ Dentist outside of New Jersey. In states outside of New Jersey, Delta Dental Participating Specialists (including pediatric Dentists) may be paid on the basis of the local Delta Dental PPO℠ Table of Fees. This may lower Your out-of-pocket costs. To confirm how Delta Dental Participating Specialists are paid outside of New Jersey, call Customer Service at 1-888-899-3734.

1.2.3 Non-Participating Dentists
You may get Dental Services from a Non-Participating Dentist. If You visit a Non-Participating Dentist, You will be responsible for making payment to the Dentist. Delta Dental will pay the Benefit Amount to You. Because claims must be submitted to Delta Dental within twelve months of the date Dental Services are completed in order to be entitled to Benefits under this Policy, You should check Your Explanation of Benefits to be sure a Claim is submitted to Delta Dental for all Dental Services that You receive from Non-Participating Dentists within twelve months after all Dental Services are completed.

1.3 Locating a Participating Dentist
Delta Dental offers two easy ways to find a Delta Dental Participating Dentist and a Delta Dental PPO℠ Dentist 24 hours a day, 7 days a week. You can either:

- Call 1-888-899-3734
- Access Our Website at www.deltadentalcoversme.com
By calling, You can get a customized list of Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists within the area of Your request. Delta Dental mails the list to Your home. By searching on Our Website, You can get a customized list of Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists in a specific town. The list can be downloaded right away. You can search for as many towns as needed. Using either method, You can get listings of general Dentists only or specialists only. You can get Delta Dental Participating Dentist and Delta Dental PPO℠ Dentists information for the whole country when You travel outside of New Jersey.

1.4 Selecting a Delta Dental Participating Dentist

- All Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists have agreed, in writing, with Our Claims processing procedures. For example, Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists agree not to bill separate charges for infection control measures. Non-Participating Dentists are not required to agree to such processing procedures.

- Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists have agreed to accept the least of their actual charge, the fee they file with Delta Dental, or Delta Dental’s Approved Amount under the program as payment in full. They agree to not charge Patients for amounts more than shown in the “patient payment” part of the Explanation of Benefits.

- Delta Dental Participating Dentists and Delta Dental PPO℠ Dentists send Claims straight to Delta Dental on Your behalf. You may be asked to fill out part of the form during Your visit.

- Delta Dental Participating Dentists will get the Benefit straight from Delta Dental. You will get an Explanation of Benefits. It will inform You of the amount You owe.

- If You visit a Non-Participating Dentist, You will be responsible for making payment to the Dentist. Delta Dental will pay the Benefit Amount to You. You will also get an Explanation of Benefits.

1.5 Your First Dental Visit

Tell Your Dentist that You are covered under this Delta Dental Policy. Also, give the Dentist Your Delta Dental Subscriber ID number. The Dentist should contact Delta Dental at 1-888-899-3734 or at www.deltadentalcoversme.com to check Your eligibility as well as details about this Policy, such as Covered Services, Deductibles, Benefit Limitations, and Exclusions.

If Your Dentist submits a proposed treatment plan to Delta Dental, Delta Dental will supply a Pre-Treatment Estimate. This will let You and Your Dentist find out how much of the charge You owe. Before treatment is started, be sure You talk with Your Dentist about the total amount of his or her fee. Pre-Treatment Estimates are not required. But, Delta Dental suggests You ask Your Dentist to send a request for Pre-Treatment Estimate for treatment costing $300 or more. This is very important when using a Non-Participating Dentist. Keep in mind that Pre-Treatment Estimates are only estimates and not promises or guarantees of payment.
1.6 Contacting Delta Dental

On the Web

Visit us at www.deltadentalcoversme.com to sign up for our secure Web site. Once signed up, You can check Your Covered Services and eligibility. You can check claim payments, and view the Benefit Maximum and Deductible balances for all of the people covered under Your Policy. You can also print more copies of Your ID Card for You and/or Your Covered Dependents.

By Phone

Delta Dental Customer Service can be reached toll-free by calling 1-888-899-3734 Monday through Friday during business hours. Customer Service Representatives can help You with:

- Confirming eligibility for Benefits
- Helping You understand Your Policy
- Checking the status of a Claim
- Determining how much of Your Deductible or Maximum is left
- Locating a Delta Dental Participating Dentist or a Delta Dental PPO℠ Dentist

Calls to Our toll-free number first go through Our Interactive Voice Response (IVR) system. The IVR includes claim payment information, a directory of Delta Dental Participating Dentists, and contact information. You can also transfer to a Customer Service Representative. A touch-tone phone is needed to use the IVR. We also offer services for non-English speaking and hearing-impaired Subscribers.

By Mail

c/o Delta Dental of Wisconsin, Inc.
P.O. Box 103
Stevens Point, WI 54481-0828

(Policy service is provided by Delta Dental of Wisconsin, Inc.)
2.0 – POLICY DEFINITIONS

1. “Adverse Benefit Determination” means a decision Delta Dental makes that results in a Benefit Amount which is less than the amount submitted on the Claim. This includes Delta Dental’s not paying any Benefit Amount for the Dental Service.

2. “Allowed Amount” means the fee amount used in calculating the Benefit for the given Covered Service. The Benefit may be less than the Allowed Amount due to Benefit Limitations. The Allowed Amount may be less than the Approved Amount.

3. “Alternate Treatment Limitation” means the Benefit under this Policy is based on the least costly Covered Service Delta Dental determines is sufficient for the diagnosis or treatment of Your dental problem.

4. "Another Delta Dental Plan" means a Delta Dental member company in a state other than New Jersey and/or a Delta Dental member company affiliate of such corporation.

5. “Approved Amount” means the total fee which the Delta Dental Participating Dentist or Delta Dental PPO Dentist has agreed to accept as payment in full for the Dental Service provided. It includes both Delta Dental’s Benefit Amount and the Covered Person’s payment obligation. For Dental Services performed by a Non-Participating Dentist, it is the amount actually charged.

6. “Benefit” or “Benefit Amount” is the dollar amount which Delta Dental will pay under this Policy toward a Covered Service.

7. “Benefit Limitations” are restrictions on the Benefit Amounts payable under this Policy. Benefit Limitations include the following: (a) the Coverage Percent specified in Section 7.0; (b) the Deductible amount and the Benefit Maximum specified in Section 6.0; (c) the limit on the Approved Amount for the Dental Service specified in Section 5.0; (d) the Alternate Treatment Limitation described in Section 6.6, and (e) the Specific Limitations contained in 7.0.

8. “Benefit Maximum” means the total dollar limit that Delta Dental will pay toward Covered Services for each Covered Person during a Coverage Period. See Section 6.2.

9. “Benefit Waiting Period” means the total amount of time that must go by after the Coverage Effective Date before a Benefit will be payable under this Policy for a Covered Service.

10. “Benefited As” refers to when a Dental Service is performed or pre-estimated, but the Benefit Amount is based on a different Dental Service or category of Dental Service. When this happens, all the Benefit Limitations and Exclusions apply to the Dental Service for which Delta Dental pays the Benefit.
11. “Civil Union” is defined as a Civil Union under the New Jersey Civil Union Act (L. 2006, c. 103) or a same sex relationship validly established under the law of another state that gives substantially all of the rights and obligations of married couples.

12. “Civil Union Partner” means a person who is a party to a Civil Union.

13. “Claim” is a request to Delta Dental to pay a Benefit under this Policy.

14. “Coinsurance Percent” means the percentage of the Allowed Amount for a Covered Service paid by the Subscriber or Covered Dependent after any applicable Benefit Limitations.

15. “Completion Date” means the date that a Dental Service is finished. Most Dental Services are finished in one day. The Completion Date for multistage Dental Services is defined in Section 9.1 of this Policy.

16. “Comprehensive” means when a Dental Service is inclusive of a related Dental Service. For example: periodontal osseous surgery is the Comprehensive Dental Service as it includes not only a periodontal flap procedure but also flap entry and closure.

17. “Coverage Effective Date” means the date, beginning at 12:01 a.m., that the Covered Person becomes eligible for Benefits under this Policy.

18. “Coverage Expiration Date” means midnight on the date that all Covered Persons stop being eligible for the Benefits under this Policy.

19. “Coverage Percent” means the percentage of the Allowed Amount to be paid by Delta Dental for a Covered Service.

20. “Coverage Period” means the term of this Policy, in months, beginning on the Coverage Effective Date and ending on the Coverage Expiration Date, during which covered Dental Services must be finished by the Completion Date as defined in Section 9.1 of this Policy to be eligible for a Benefit under this Policy.

21. “Covered Dependent” means a Dependent who (a) is listed on the application that is a part of this Policy; (b) has been accepted by Delta Dental as a Covered Dependent; and (c) for whom the proper Subscription Charges have been paid.

22. “Covered Person” means the Subscriber and each of his Covered Dependents. A person shall no longer be a Covered Person under this Policy at the point when such person stops meeting the definition of Subscriber and/or Covered Dependent or as of the Coverage Expiration Date.

23. “Covered Service(s)” are Dental Services that are listed under the heading “Covered Services” in Section 7.0. Covered Services are eligible for payment of Benefits under this Policy subject to applicable Benefit Limitations and Exclusions.
24. “Deductible” means the specified dollar amount that You, or a Covered Dependent, are required to pay toward a Covered Service each Coverage Period before Delta Dental will pay any Benefit toward the Covered Service. That dollar amount is specified in Section 7.0 of this Policy.

25. “Definitive Procedure” means any Dental Service which has been given a Current Dental Terminology (CDT) procedure code. Definitive Procedures may be combined for payment purposes. That a Dental Service has been assigned a CDT procedure code does not mean it is a Covered Service.


27. “Delta Dental Participating Dentist” means a Dentist who (a) has a participation agreement in force with Delta Dental or (b) has a participation agreement in force with Another Delta Dental Plan to accept payments from Delta Dental on the basis provided in this Policy. For purposes of this Policy, a Delta Dental Participating Dentist includes Delta Dental Participating Specialists. It does not include Dentists who also qualify as "Delta Dental PPO™ Dentists" as defined in this Policy; they are "Delta Dental PPO™ Dentists" for purposes of this Policy.

28. “Delta Dental Participating Specialist” means a Dentist who has a participating agreement in force with Delta Dental or Another Delta Dental Plan; (b) holds a current specialty permit in the state where the Dentist performs Dentistry in periodontics, prosthodontics, endodontics, or oral surgery and limits his or her practice to the respective specialty, and (c) has registered with Delta Dental or Another Delta Dental Plan as a specialist.

29. “Delta Dental PPO™ Dentist” means a Dentist who has a Delta Dental PPO™ Dentist agreement in force with Delta Dental or a similar contract with Another Delta Dental Plan for Dentists in that respective state. Delta Dental PPO™ Dentist does not include a Delta Dental Participating Specialist unless that Dentist has also signed a Delta Dental PPO™ Dentist Agreement with Another Delta Dental Plan.

30. “Dental Service(s)” means dental treatment and related procedures rendered by a Dentist or other person duly licensed to render that treatment by the state or country in which they were rendered.

31. “Dentist” means a person duly licensed to practice Dentistry in the state or country in which the treatment is rendered.

32. “Dentistry” is defined as the evaluation, diagnosis, prevention and/or treatment (non surgical, surgical or related procedures) of diseases, disorders and/or conditions of the oral cavity, maxillofacial area and/or the adjacent and associated structures and their impact on the human body; provided by a Dentist, or another person duly licensed to render that treatment by the state or country in which they were rendered within the scope of his/her education, training and experience.
33. "Dependent" is defined to be the Subscriber’s Spouse, a former Spouse for whom the Subscriber is legally liable to provide dental coverage, and each Dependent Child. Persons in military service are not eligible to be Dependents under this Policy.

34. “Dependent Child” means children of the Subscriber less than 27 years of age. They include stepchildren, foster children, and legally adopted children.

35. “Domestic Partner” means a person who is a party to a domestic partnership under the New Jersey Domestic Partnership Act, N.J.S.A. 26:8A-1 et. seq.

36. “Excluded” and “Exclusions” mean Dental Services and/or charges for which no Benefit is payable under this Policy. They may be Specific Exclusions (see Section 7.0) or General Exclusions (see Section 8.0).

37. “Explanation of Benefits” means a computer-generated statement from Delta Dental that You will receive after We process a Claim for You or Your Covered Dependents describing how Delta Dental determined Your Benefit for the Dental Services submitted on the Claim.

38. “General Exclusion(s)” means the Exclusions listed in Section 8.0.

39. “In Conjunction With” means in close association with or as part of another Dental Service or episode of treatment including, but not limited to, being performed on the same day.

40. “Non-Participating Dentist” means any Dentist other than a “Delta Dental Participating Dentist,” “Delta Dental Participating Specialist,” or “Delta Dental PPO℠ Dentist” as defined in this Policy.

41. “Non-Participating Dentist Maximum Amount Used For Benefit Calculation” or “NMAC” is defined as the highest fee which Delta Dental uses for purposes of calculating the Allowed Amount for Covered Services performed by a Non-Participating Dentist. This fee level for New Jersey is established by Delta Dental for Dental Services rendered in New Jersey and by Another Delta Dental Plan for Non-Participating Dentists in that respective state.

42. “Participating Dentist Maximum Approved Charge” or “PMAC” is defined as the highest amount which Delta Dental approves for purposes of compensating the Delta Dental Participating Dentist or Delta Dental Participating Specialist for a Dental Service. This includes the amount payable by both Delta Dental and the Covered Person.

43. “Patient(s)” are people who receive the Dental Services or a Pre-Treatment Estimate for Dental Services.

44. “Policy” means this document.
45. “Policy Anniversary Date” means the date this **Policy** becomes effective and the beginning of each 12 month period this **Policy** is subsequently renewed.

46. “PPO Table(s) of Fees” means the PPO Table(s) of Fees approved by Delta Dental or Another Delta Dental Plan for Dental Services. It is changed from time to time by Delta Dental or by Another Delta Dental Plan.

47. “Pre-Treatment Estimate” is the result of a process where after a **Dentist** submits a treatment plan, Delta Dental notifies the **Dentist** and **Subscriber** of one or more of the following: (a) Patient’s eligibility; (b) **Covered Services**; (c) **Benefit Amount**, and (d) **Coinsurance Percent**, **Deductibles**, **Benefit Maximums**, **Benefit Limitations**, and **Exclusions**.

48. “Same Dentist” refers to the same individual **Dentist**. It also refers to the same dental office, group practice, or billing entity with which he/she practice(s).

49. “Schedule of Benefits” is a listing of the specific **Covered Services** and **Benefit Limitations** and **Exclusions** for **Dental Services** provided under this **Policy**. The **Schedule of Benefits** is contained in Section 7.0 of this Policy. **General Exclusions** are listed in Section 8.0.

50. “Specific Exclusions” mean the Specific Exclusions listed in Section 7.0 as applicable to the **Dental Service**.

51. “Specific Limitations” mean the Specific Limitations listed in Section 7.0 as applicable to the **Dental Service**.

52. “**Spouse**” means the **Subscriber’s** lawful **Spouse**, the **Subscriber’s Civil Union Partner**, or the **Subscriber’s Domestic Partner**.

53. “**Subscriber**” means a person who (a) has filled out and signed the application needed for coverage under the **Policy**; (b) has been accepted by Delta Dental for this **Policy**; (c) has paid the proper **Subscription Charges**; and (d) whose coverage stays active.

54. “**Subscription Charges**” means the total premium due for this **Policy**.

55. “**Subscription Rate Type**” is the category rate for coverage in effect for this **Policy** defined as follows:
   a. “Individual Only” means coverage is provided only for the **Subscriber** named in this **Policy**;
   b. “Individual and **Spouse**” means coverage is provided for the **Subscriber** plus the **Subscriber’s Spouse**.
   c. “Individual and **Dependent Child**” means coverage is provided for the **Subscriber** plus the one **Covered Dependent Child** named in this **Policy**;
   d. “Family” means coverage is provided for the **Subscriber**, the **Subscriber’s Spouse**, and one or more **Dependent Children** that are named in this **Policy**.
e. “Individual and Dependent Children” means coverage is provided for the Subscriber and one or more Dependent Children that are named in this Policy.

56. “We,” “Us,” and “Our” means Delta Dental of New Jersey, Inc.

57. “You” or “Your” means the Subscriber.

3.0 – ELIGIBILITY AND ENROLLMENT

Eligibility for This Policy
You are eligible for this Policy if You:

1. have filled in and signed the proper application;
2. have been accepted by Delta Dental for coverage;
3. have paid Your Subscription Charges;
4. are not eligible for company-sponsored or any other group dental coverage;
5. are not actively covered under any type of group or individual dental coverage;
6. are 18 years of age or an emancipated minor; and
7. are a permanent, legal resident of New Jersey.

A permanent, legal resident is a person who lives in New Jersey for at least 6 months during the calendar year. Delta Dental may need proof of residency from You. Proof of residency may be in the form of a New Jersey state driver’s license or voter’s registration card. You can also provide a current month’s utility bill with Your home street address or other similar proof. Tell Delta Dental if You move outside of New Jersey within thirty (30) days. We will end coverage effective as of the last day of the Coverage Period.

If You choose to cover Your Dependents, eligibility begins on the first day You become covered under Your Policy. New Dependents can be added under the Changing Coverage section below. Specific Benefits may be subject to Benefit Waiting Period(s). Please refer to the Schedule of Covered Services for more information.

3.1 - Covered Dependents
You may enroll Your Dependent(s) in this Policy. To do so, You must buy the proper type of coverage and the Dependent must be:

1. Your Spouse;
2. A Dependent Child, or;
3. A disabled child of the Subscriber, Spouse, Domestic Partner or Civil Union Partner over the age of 26 who is not capable of self-sustaining employment. This must be due to a developmental disability or physical handicap. Your child must be dependent upon You or Your Spouse for total or partial support.

A doctor’s statement certifying a child as disabled must be submitted to Delta Dental within 31 days of Your child’s 27th birthday. After that, Delta Dental may need You to resubmit proof of Your child’s continuing eligibility. A disabled child is eligible for coverage until any one of the following events happens:

a) You do not give proof of the child's continuing dependence as a result of disability or physical handicap;

b) You or Your Spouse are no longer covered under this Policy;

c) You do not keep paying Your Subscription Charges;

d) Delta Dental ends this Policy.

Delta Dental will accept a court order if the judge directs the Subscriber to cover dental care costs for a child below the age of 27.

3.2 – Continued Dependent Coverage
A Covered Dependent (Spouse and/or Child), Civil Union Partner, or Domestic Partner may choose to keep his or her coverage under this Policy as a Subscriber with his or her own Policy if:

1. The Subscriber dies;
2. The Subscriber and Spouse divorce.

Dependents must keep meeting all other eligibility rules. They also stay subject to any Benefit Waiting Periods in this Policy. They must, as the new Subscriber, pay applicable Subscription Charges.

3.3 - Changing Coverage
You may only change coverage types (e.g., from Subscriber Only to Family Coverage) at the Anniversary Date of Your Policy or within thirty (30) days after any of the following “qualifying events”:

1. marriage (including entry into a Civil Union or domestic partnership);
2. divorce or legal separation (including termination of Civil Union or domestic partnership);
3. birth or adoption of a child;
4. death of a Covered Person;
5. a Covered Dependent’s loss of other dental coverage; or,

6. a court orders You to give dental coverage to a Dependent, even if You are not the custodial parent.

Tell Delta Dental about any changes to Your eligibility status or the status of a Dependent, such as the birth of a child within thirty (30) days. If You choose not to sign up a Dependent during Your first enrollment or within thirty (30) days of a qualifying event, You must wait until the next policy Anniversary Date.

For court-ordered coverage, submit an application to Delta Dental within thirty (30) days of the date of the order. Coverage will be effective on the date set by the court order. The Subscriber must pay the applicable Subscription Charges due.

A Covered Person must complete any applicable Benefit Waiting Period(s), no matter when enrolling. Refer to the Schedule of Benefits for more information about Benefit Waiting Period(s). To change a Subscription Rate Type, submit a new application on paper or call Customer Service.

3.4 - Your Coverage Period

Your Coverage Period begins on the Coverage Effective Date shown in the Policy page attached to this Policy. Your coverage ends on the last day of the month for which Subscription Charges were paid or this Policy was terminated by Delta Dental. If You fail to pay the Subscription Charges when due or during the grace period referred to in Section 4.3, Our subsequent acceptance of a payment from You for coverage prior to the Coverage Expiration Date shall reinstate Your coverage, but such reinstatement shall not provide coverage for the period between the end of the grace period through the date We accepted Your payment.

Eligibility for Covered Dependents ends:

1. at the end of the month for a Spouse, when the Subscriber and Spouse divorce (unless coverage is provided subject to a court order);

2. at the end of the month for a Civil Union Partner or Domestic Partner, when the Civil Union or domestic partnership is terminated (unless coverage is provided subject to a court order);

3. when a Covered Dependent Child reaches their 27th birthday;

4. for disabled children, the last day of the year when the disabled Dependent is no longer physically or mentally incapacitated as described in Section 3.1; or

5. for all Covered Dependents, the last day of the month when the Subscriber becomes deceased.
If Your coverage under this Policy is terminated or cancelled for any reason, and not reinstated by Us prior to the Coverage Expiration Date, You cannot sign up for a Delta Dental Individual Policy for 24 months from the date of termination or cancellation.

Fraudulent Information
If You gave false or misleading information to defraud Delta Dental, this Policy becomes null and void. We shall tell the proper state and regulatory authorities. This includes, but is not limited to, the Office of the Insurance Fraud Prosecutor (OIFP). It is a crime to give false, incomplete, or misleading information on purpose to defraud Delta Dental. Penalties include imprisonment, fine, and denial of Benefits.

4.0 – SUBSCRIPTION CHARGES, POLICY RENEWAL, AND TERMINATION

4.1 - Initial and Policy Renewal
This Policy's first Coverage Period is twelve (12) months. Your Policy will renew automatically. If You choose not to renew, tell Us in writing within 30 days of the Policy Anniversary Date. Or, cancel Your Policy through Our Website at www.deltadentalcoversme.com. Subscription Charges may change once a year upon renewal. You will receive written notice of a Subscription Charges change. We will provide at least ninety (90) days before any such change takes effect for this Policy.

4.2 - Subscription Charges Due Date
You must pay the Subscription Charges by the Subscription Charges’ due date. Failure to pay the Subscription Charges when due will result in termination of this Policy for all Covered Persons. The first Subscription Charges are due before the Coverage Effective Date of this Policy. If paying by credit card, You may choose to pay future Subscription Charges monthly, semi-annually or once a year. Subsequent Subscription Charges are due on the first day of each month for the following month’s Subscription Charges. If paying by check, You must pay the Subscription Charges for the entire twelve month Coverage Period.

4.3 - Grace Period
You have a grace period of thirty (30) days past the due date to pay Your Subscription Charges. If You do not make payment, Delta Dental will end this Policy. Your Policy stays in force during the grace period. If You fail to pay the Subscription Charges during the grace period, Our subsequent acceptance of a payment from You for coverage prior to the Coverage Expiration Date shall reinstate Your coverage, but such reinstatement shall not provide coverage for the period between the end of the grace period through the date We accepted Your payment.

4.4 - Non-Payment of Subscription Charges and Reinstatement
Your Policy ends if You have not paid the Subscription Charges by the end of the grace period. If this occurs, You cannot reapply for coverage for twenty-four (24) months from the date Your Policy ended. After 24 months, We will need a new application. The Effective Date of Your new coverage will be the date of Our approval. You will be subject to any Benefit Waiting Periods in Your new Policy.
4.5 - Subscription Charges Adjustments

Subscription Charges adjustments may happen during the Coverage Period if the following happens:

1. The number of Your Covered Dependents changes;
2. There is a change in law or rule that affects this Policy’s Benefits;

If You have pre-paid the Subscription Charges for a month in which a change in the Subscription Charges is scheduled to take effect, Delta Dental will include a retroactive change for the new amount in Your next month’s automatic charge from Your credit card account.

4.6 - Renewal, Amendment or Modification

Delta Dental reserves the right to change the terms of this Policy at the Policy Anniversary Date. This includes the Covered Services, Benefit Limitations and Exclusions, and the applicable Subscription Charges. We will give at least ninety (90) days written notice of such changes prior to the Anniversary Date. Such changes shall be in effect for all Eligible Persons under this Policy. They are not specific to any single Covered Person. You do not need to tell Delta Dental if You accept the change to the Policy. Your failure to terminate this Policy and Your payment of Subscription Charges shall be interpreted as acceptance of the change(s).

No change of the terms of this Policy shall be binding upon Delta Dental unless endorsed, in writing, and signed by an authorized officer of Delta Dental. Such endorsement shall be deemed a part of this Policy, effective from the endorsement. Any amendment or Policy change required by law or regulation shall become effective as of the effective date required by such law or regulation.

4.7 - Subscription Charges Refunds

Delta Dental will pay You back any Subscription Charge paid in advance for periods after the termination date of this Policy. Delta Dental has the right to end coverage for any persons found to be ineligible for this Policy and/or who have submitted Claims with false information on purpose. In the case of ineligible persons signed up for in this Policy, Delta Dental will pay back any Subscription Charges paid for ineligible persons. If Delta Dental has paid Claims for an ineligible person, the Subscriber, must pay back Delta Dental for the amount of all Claims paid. Delta Dental may reduce any refund for the amount of any known overpayment.

4.8 – Termination of this Policy

Termination by You

This Policy has a Coverage Period of twelve (12) months. You may end this Policy for You or for Your Covered Dependents during the Coverage Period. You may do so only of the following reasons:

For You
1. You become covered under a group dental plan offered by Your employer;
2. You die;
3. You enter military service;
4. Your marital status changes;
5. Your Civil Union status or domestic partnership status changes;
6. At the time of Your Policy renewal.

For Your Covered Dependent Spouse
1. Your Covered Dependent Spouse becomes covered under a group dental plan offered by an employer;
2. Your Covered Dependent Spouse dies;
3. Your Covered Dependent Spouse enters military service;
4. Your Covered Dependent Spouse ceases to be Your Covered Dependent Spouse as defined in this Policy;
5. At the time of Your Policy renewal.

For Your Covered Dependent Children
1. Your Covered Dependent Child becomes covered under a group dental plan offered by an employer;
2. Your Covered Dependent Child dies;
3. Your Covered Dependent Child enters military service;
4. Your Covered Dependent Child’s marital status changes;
5. At the time of Your Policy renewal.

You must tell Us within 30 days of the date of any of the above events happen. You must also give Us sufficient proof of the event. If You follow the notice and proof requirements of termination, We will pay back any unused Subscription Charges to You.

Termination by Delta Dental
We may terminate this Policy during the Coverage Period only for the following reasons:
1. You fail to pay Subscription Charges when due or within the grace period;
2. You or a Covered Dependent commits fraud or intentional misrepresentation of a material fact, as determined by Us;
3. You or a Covered Dependent lets a person not Covered under this Policy use the I.D. card of anyone Covered under this Policy;
4. You or a Covered Dependent fails to follow the terms of this Policy as determined by Us.

If Delta Dental terminates this Policy for any reason before any period for which Subscription Charges has been paid, We will pay back any unearned Subscription Charges to You.

4.9 - Payment of Benefits After Termination
A Claim for a Dental Service must be filed within twelve (12) months after the date the Dental Service was finished. You or Your Covered Dependents will be responsible for payment of any Dental Services finished after termination of You or Your Covered Dependent’s coverage because they are Excluded (see Section 8.0(2)(kk)).
5.0 – CHOOSING A DENTIST
With this Policy, You may select any Dentist. Your out-of-pocket costs may be lower if You choose a Delta Dental Participating Dentist, a Delta Dental Participating Specialist, or a Delta Dental PPO℠ Dentist. Delta Dental offers two easy ways to find these Dentists 24 hours a day, 7 days a week. You can either:

- Call 1-888-899-3734
- Access Our Website at www.deltadentalcoversme.com

Delta Dental Customer Service can also help You locate these Dentists.

5.1 - Delta Dental Participating Dentists and Delta Dental Participating Specialists
You may select a Delta Dental Participating Dentist and/or a Delta Dental Participating Specialist. These Dentists agree to provide treatment for Covered Persons based on the terms of his or her agreement with Delta Dental or Another Delta Dental Plan. Delta Dental Participating Dentists and Delta Dental Participating Specialists will fill out and send the Claim to Delta Dental. They also get payment straight from Delta Dental. You will not be responsible for more than the least of: the Dentist’s actual fee; the fee the Dentist has filed with Delta Dental; or the Participating Dentist Maximum Approved Charge (PMAC). You will be responsible for the amount not paid by Delta Dental under this Policy. This includes amounts Delta Dental did not pay because the Dental Services were not Covered Services or due to Benefit Limitations or Exclusions.

5.2 - Delta Dental PPO℠ Dentists
Delta Dental PPO℠ Dentists send Claims and get payment straight from Delta Dental. You will not be responsible for more than the least of: the Dentist’s actual fee; the fee the Dentist has filed with Delta Dental; or the PPO℠ Table of Fees. You will be responsible for the amount not paid by Delta Dental under this Policy. This includes amounts Delta Dental did not pay because the Dental Services were not Covered Services or due to Benefit Limitations or Exclusions. Selecting a Delta Dental PPO℠ Dentist may lower Your out-of-pocket costs. Please remember that Delta Dental Participating Specialists are not Delta Dental PPO℠ Dentists for purposes of this Policy.

5.3 - Nonparticipating Dentists
Non-Participating Dentists must send Claims to Delta Dental unless You choose to file Claims Yourself. Because claims must be submitted to Delta Dental within twelve months of the date Dental Services are completed in order to be entitled to Benefits under this Policy, You should check Your Explanation of Benefits to be sure a Claim is submitted to Delta Dental for all Dental Services You receive from Non-Participating Dentists within twelve months after all Dental Services are completed.

Be sure to talk to Your Dentist about any charges You may owe before treatment begins. You can search for a Dentist on the Delta Dental Website. Select either Delta Dental Premier® or Delta Dental PPO℠ in the Product Selection section (step 1). Your coverage gives You access to Dentists in both networks. The chart below has an example of out-of-pocket costs for Dental Services provided by each type of Dentist.
These examples are for illustration purposes. The first example assumes no Benefit Maximums or Deductibles apply. The second example shows how they can affect the Benefit Amount. To verify how Delta Dental Participating Specialists are paid outside of New Jersey, you must get in touch with the local Delta Dental plan operating in that state. You can find this information at www.deltadental.com under “Subscribers” and “Member Company Locator.”

<table>
<thead>
<tr>
<th>Dentist Type &amp; Network</th>
<th>Delta Dental PPO℠ Dentist (Delta Dental PPO℠ network)</th>
<th>Delta Dental Participating Dentist (Delta Dental Premier® network) and in New Jersey, Delta Dental Participating Specialists</th>
<th>Non-Participating Dentist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>You will be responsible for the difference between Delta Dental’s Benefit Amount and the least of the Delta Dental PPO℠ Dentist’s actual fee, the fee the Dentist has filed with Us, or the Delta Dental PPO℠ Table of Fees.</td>
<td>You will be responsible for the difference between Delta Dental’s Benefit Amount and the least of the Dentist’s actual fee or the Participating Dentist Maximum Approved Charge.</td>
<td>You will be responsible for the difference between Delta Dental’s Benefit Amount and the Dentist’s actual fee. Delta Dental’s Benefit Amount is based on the least of the Dentist’s actual fee or the Non-Participating Dentist Maximum Amount Used for Benefit Calculation.</td>
</tr>
<tr>
<td>Example*</td>
<td>Delta Dental PPO℠ Dentist</td>
<td>Delta Dental Premier® Dentist and in New Jersey, Delta Dental Participating Specialists</td>
<td>Non-Participating Dentist</td>
</tr>
<tr>
<td>Dentist Charge for Dental Services</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Approved Amount for Dental Services</td>
<td>$640</td>
<td>$800</td>
<td>$1,000</td>
</tr>
<tr>
<td>Allowed Amount for Dental Services</td>
<td>$640</td>
<td>$800</td>
<td>$700</td>
</tr>
<tr>
<td>Coverage Percent</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Delta Dental Payment</td>
<td>$320</td>
<td>$400</td>
<td>$350</td>
</tr>
<tr>
<td>Patient Payment</td>
<td>$640 - $320 = <strong>$320</strong></td>
<td>$800 - $400 = <strong>$400</strong></td>
<td>$1,000 - $350 = <strong>$650</strong></td>
</tr>
</tbody>
</table>
The following examples with 3 Dental Services show how Deductibles and Alternate Treatment Limitations would affect the amount You must pay.

<table>
<thead>
<tr>
<th></th>
<th>Delta Dental PPO&lt;sup&gt;SM&lt;/sup&gt; Dentist</th>
<th>Delta Dental Premier® Dentist and in New Jersey, Delta Dental Participating Specialists</th>
<th>Non-Participating Dentist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dentist Charge for Dental Services</td>
<td>1. $1,200</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>2. $1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td></td>
<td>3. $ 800</td>
<td>$ 800</td>
<td>$ 800</td>
</tr>
<tr>
<td>Dentist Approved Amount for Dental Services</td>
<td>1. $1,000</td>
<td>$1,100</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>2. $640</td>
<td>$ 800</td>
<td>$1,000</td>
</tr>
<tr>
<td></td>
<td>3. $480</td>
<td>$ 600</td>
<td>$ 800</td>
</tr>
<tr>
<td>Allowed Amount less Deductible for Dental Service No. 1</td>
<td>1. $1,000 - $50 = $950</td>
<td>$1,100 - $50 = $1,050</td>
<td>$800 - $50 = $750</td>
</tr>
<tr>
<td>Allowed Amount for Dental Service No. 2</td>
<td>2. $640</td>
<td>$ 800</td>
<td>$ 700</td>
</tr>
<tr>
<td>Alternate Treatment - Approved Amount for Dental Service No. 3</td>
<td>3. $350</td>
<td>$ 500</td>
<td>$ 400</td>
</tr>
<tr>
<td>Total Allowed Amount</td>
<td>$1,940</td>
<td>$2,350</td>
<td>$1,850</td>
</tr>
<tr>
<td>Coverage Percent</td>
<td>1. 50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>2. 50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>3. 50%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Delta Dental Benefit Amount Before Benefit Maximum</td>
<td>$970</td>
<td>$1,175</td>
<td>$925</td>
</tr>
<tr>
<td>Total Delta Dental Benefit Amount</td>
<td>$970</td>
<td>$1,000</td>
<td>$925</td>
</tr>
<tr>
<td>Patient’s Payment (Approved Total Amount Less Delta Dental Benefit Payment Amount)</td>
<td>$2,120 - $970 = $1,150</td>
<td>$2,500 - $1,000 = $1,500</td>
<td>$3,000 - $925 = $2,075</td>
</tr>
</tbody>
</table>
6.0 – POLICY COVERAGE TERMS

The following sections outline the Policy Terms and the Schedule of Benefits. These sections will give You information about Your Deductibles, Benefit Maximums, Coverage Percentage, Benefit Waiting Periods, and the Benefit Limitations and Exclusions.

6.1 - Deductibles
The Deductible for Covered Services for each Coverage Period is $50 for You and for each Covered Dependent. The Deductible shall not be more than $150 per family during a Coverage Period. Once a Covered Person has paid his Deductible for the Coverage Period, no additional Deductible is required to be paid for Covered Services during that Coverage Period. Preventive and diagnostic services are not subject to a Deductible under this Policy.

6.2 – Benefit Maximum
The Benefit Maximum per Coverage Period is $1,000. This applies separately for each Covered Person. Once the Benefit Maximum is reached, You pay 100% of the Approved Amount of any Dental Service received. If You do not use any or all the Benefit Maximum during the Coverage Period, You cannot carry any leftover balances to a future Coverage Period.

6.3 - Coverage Percent
The Coverage Percent for each Covered Service is listed in Section 7.0 of this Policy. By way of illustration, this Policy computes Benefits by applying the Coverage Percent to the Allowed Amount for the Covered Service. If the Coverage Percent shown is “50%,” Delta Dental will pay 50% of the Allowed Amount for the Covered Service, after any applicable Deductible. The amount that You must pay is the difference between the Benefit paid for the Dental Service and the Approved Amount for the Dental Service.

6.4 - Benefit Waiting Period
The Benefit Waiting Period for each Covered Service is listed in the Schedule of Benefits in Section 7.0. You should look there to see if a Benefit Waiting Period applies to a specific Dental Service. The Schedule of Benefits will show You the length (if any) of the Benefit Waiting Period for that Service. Benefit Waiting Periods may be waived if You and Your Dependents were covered for 12 months in a row under another dental insurance policy and Enrolled under this Policy within sixty-three (63) days from the date the prior coverage ended. Enrollment in a discount program does not qualify as dental insurance for waiver of a Benefit Waiting Period.

6.5 – Benefit Limitations and Exclusions
This Policy does not cover every aspect of dental care and every Dental Service recommended or performed by a Dentist. This Policy provides payment only toward Covered Services. Covered Services are subject to Benefit Limitations and Exclusions listed in Schedule 7.0 and 8.0.

When Schedule 7.0 states that “no Benefit will be paid for a Dental Service,” the Covered Person is responsible for paying the Dentist the full Approved Amount for that Dental Service.
6.6 - Alternate Treatment Limitations
A more costly Dental Service may be selected by You and Your Dentist than the one that Delta Dental decides is sufficient for the diagnosis or treatment of Your condition. This does not mean that You or Your Dentist’s choice of treatment is wrong or insufficient. However, Benefits under this Policy are based on the least costly Covered Service that Delta Dental decides is sufficient for the diagnosis or treatment of Your dental problem. If the Dental Service performed is a more costly treatment, the Covered Person is financially responsible for the difference between Delta Dental’s Benefit Amount and the Approved Amount for the actual Dental Service performed.

Where a Covered Person chooses Dental Services more expensive than Delta Dental determines to be sufficient treatment, he or she is responsible for that part of the Dentist’s Approved fee not paid by Delta Dental. Delta Dental’s payment is the same no matter which Dental Service is chosen. This means You may have higher out-of-pocket costs if You select a Dental Service that costs more.

7.0 – SCHEDULE OF BENEFITS
This Policy pays Benefits for and only for Covered Services listed in the following schedules subject to Benefit Limitations as set forth in this Section 7.0. The schedules show for each Covered Service whether a Deductible applies to the Covered Service, whether there is a Benefit Waiting Period that applies to the Covered Service and the Coverage Percent for the Covered Service. No Benefits are payable for any Dental Services described in any of the Specific Exclusions in Section 7.0 or the General Exclusions set forth in Section 8.0.

Please refer to Section 6.3 of this Policy for a description of the Coverage Percent and an explanation of the amount that a Covered Person will owe for any Dental Service for which Delta Dental pays a Benefit.
**Diagnostic and Preventive Services**

Necessary Dental Services to assist the Dentist in evaluating the existing oral condition to determine required dental treatment and Dental Services intended to prevent future dental disease.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid by Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Dental evaluations, including comprehensive, routine and emergency evaluations, as well as consultations</td>
</tr>
</tbody>
</table>

### Specific Limitations

No Benefit will be paid for dental evaluations of any type as well as consultations when any mix of these Dental Services is performed more than twice (2) in a 12-month period. No allowance will be paid for Comprehensive evaluations, including an oral evaluation for a Patient less than three years of age, performed by the Same Dentist within 3 years. Evaluations within 3 years after a Comprehensive evaluation by the Same Dentist will be Benefited As periodic evaluations.

A Comprehensive periodontal evaluation is Benefited As a periodic evaluation when performed by the Same Dentist on the same date as periodontal maintenance.

No Benefit will be paid for separate charges for evaluation of hard and soft tissues of the oral cavity, periodontal charting, oral cancer evaluation and screening, blood pressure screenings, pulse, temperature, respiration, base EKG, treatment planning, evaluation of Patient’s dental and medical history, general health assessments, diagnosis, pulp test (except limited oral evaluations-problem focused) when performed In Conjunction With an oral evaluation, consultation or other professional visit.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid by Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Intraoral complete mouth series (CMX) and panoramic x-rays</td>
</tr>
</tbody>
</table>

### Specific Limitations

No Benefit will be paid for intraoral complete series and panoramic x-rays with or without bitewings when any mix of these Dental Services is performed more than once within 5 years. No Benefit will be paid for a subset of x-rays that are part of the full-mouth series, such as bitewings.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid by Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Intraoral radiographs</td>
</tr>
</tbody>
</table>

### Specific Limitations

No Benefit will be paid for intraoral radiographs taken as routine working and final treatment radiographs by the Same Dentist for endodontic treatment.
## Diagnostic and Preventive Services (continued)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Bitewing x-rays (one set equals one or more bitewing films taken on the same day)</td>
</tr>
</tbody>
</table>

### Specific Limitations

No **Benefit** will be paid for bitewing x-rays in excess of two (2) sets in a 24 month period. A complete mouth series (CMX) or equivalent counts as one (1) set of bitewings in a 24 month period.

If the fee for vertical bitewings is the same or exceeds the fee for a CMX, the **Benefit Amount** for the vertical bitewings will be limited to the **Benefit** that would be payable for a complete mouth series. All **Benefit Limitations** for a CMX will apply.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Pulp vitality test</td>
</tr>
</tbody>
</table>

### Specific Limitations

No **Benefit** will be paid for pulp vitality tests when (a) performed by the **Same Dentist** with any other **Dental Service** on the same day, except when the only **Dental Services** performed by the **Same Dentist** on the same day are limited oral evaluation-problem focused, radiographs, or palliative treatment, or (b) when performed for any reason other than for the diagnosis of emergency conditions. No **Benefit** will be paid for more than one (1) pulp vitality test per visit.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Prophylaxis (teeth cleaning)</td>
</tr>
</tbody>
</table>

### Specific Limitations

No **Benefit** will be paid for prophylaxis when (a) any combination of prophylaxes and periodontal maintenance is performed more than twice (2) in a 12 month period, (b) the prophylaxis is performed on the same day as periodontal maintenance by the **Same Dentist**, (c) the prophylaxis is performed by the **Same Dentist** during the time span beginning 14 days before and ending 90 days after a scaling and root planing or other periodontal treatment.

Prophylaxes for persons age 14 and older are **Benefited As** adult prophylaxes. Prophylaxes for persons under age 14 are **Benefited As** child prophylaxes.
### Diagnostic and Preventive Services (continued)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Office applied topical fluoride applications including fluoride varnish (per visit)</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No **Benefit** will be paid for topical fluoride treatment (a) more than once (1) per 12-month period, or (b) for **Covered Persons** age 19 and older.

Fluoride treatments on persons age 14 through age 18 are **Benefited As** adult fluoride treatments. Fluoride treatments for persons under age 14 are **Benefited As** child fluoride treatments.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Space maintainers (includes teeth, clasps, rests and other components) for retaining space when a primary posterior tooth is prematurely lost</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No **Benefit** will be paid for space maintainers: (a) more than once (1) per-arch in a lifetime, (b) for missing permanent teeth, (c) for missing primary anterior teeth, or (d) for persons age 14 and older.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Recementation of space maintainer</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No **Benefit** will be paid for recementation of space maintainers more than once (1) per **Patient** in a lifetime.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>No</td>
<td>80%</td>
<td>Application of sealants Preventive resin restorations</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No **Benefit** will be paid for sealants and preventive resin restorations: (a) for persons age 16 and older, (b) when applied to any tooth surface other than the occlusal surface of permanent molars which are free of restorations (including, sealants, preventive resin restorations placed on the occlusal surface of the same tooth on the same day). No **Benefit** will be paid for more than one (1) of either procedure (sealant or preventive resin restoration) per tooth in a lifetime.
Diagnostic and Preventive Services
Specific Exclusions & Alternate Treatment Limitations

The following Specific Exclusions and Alternate Treatment Limitations apply to diagnostic and preventive services.

Specific Exclusions
Any diagnostic or preventive service not listed as a Covered Service is Excluded. The following are also specifically Excluded:

- Images such as cephalometric films, oral facial photographs, lateral skull and facial survey, cone beam capture and imaging.
- Tests such as bacteriologic tests, collection of microorganisms for culture and sensitivity, saliva tests, viral cultures, genetic tests, tests for susceptibility to caries (decay) and other oral diseases, pre-diagnostic cancer screening tests, medical tests and screenings.
- Oral pathology laboratory procedures.
- Diagnostic casts.
- Procedures such as nutritional and tobacco counseling, oral hygiene instructions, risk assessment, and counseling.
- Fluoride gels, rinses, tablets, or other preparations meant for home application.
- A prophylaxis paste containing fluoride or a fluoride rinse or swish.
- Repair and removal of space maintainers.
- Procedures mainly for plaque control.

Any combination of individually listed periapical, occlusal, or bitewing radiographs on the same date of service by the Same Dentist are Benefited As a complete series if the Approved Amount for individual radiographs equals or exceeds the Approved Amount for a complete series. The Delta Dental Benefit for the individual radiographs will not exceed the Benefit it would pay for a complete mouth series or radiographs.

Alternate Treatment Limitations

The Benefit Amount for full mouth debridement will be determined based on the Benefit Amount for prophylaxis subject to the above Specific Limitations and Specific Exclusions applicable to prophylaxis. The Covered Person is responsible for the difference between the Benefit Amount for the prophylaxis and the Approved Amount for the Dental Service actually rendered.

Panoramic x-ray with or without bitewing x-rays performed on the same day is Benefited As a complete mouth series of x-rays and subject to the 5-year Frequency Limit. Eight or more periapical x-rays performed on the same day by the Same Dentist are Benefited As a full mouth series of x-rays and subject to the 5-year Frequency Limit.
Basic Restorative Services

**Dental Services** for the restoration of teeth solely due to dental caries (decay) or fracture primarily using silver amalgam or composite resin materials as fillings after the decay is removed.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-6 months</td>
<td>50%</td>
<td>Amalgam (silver) fillings</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Composite (tooth colored) fillings - anterior teeth only</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No **Benefit** will be paid for amalgam (silver) fillings or composite (tooth colored fillings: (a) more than once (1) per surface of the same tooth per 24-month period, or (b) when performed on the same day or within 12 months following a post and core on the same tooth unless necessary due to caries, as a crown repair for a fracture, or access opening for root canal treatment.

**Basic Restorative Services**

**Specific Exclusions & Alternate Treatment Limitations**

The following **Specific Exclusions** and **Alternate Treatment Limitations** apply to all basic restorative services.

**Specific Exclusions**

Any restorative procedure not specifically listed as a **Covered Service**. The following are also specifically **Excluded**:

- Multiple pins in the same tooth
- Any procedures, restorations, or appliances associated with periodontal splinting
- Any restorative procedure not due to decay or fracture
- Protective restorations

Any restoration involving two or more contiguous surfaces is **Benefited As** one multiple surface restoration.

**Alternate Treatment Limitations**

**Benefits** will be paid for composite restorations only when placed in front teeth and first premolars. **Benefits** for posterior teeth other than first premolars will be based on amalgam restorations. The **Benefit** for composite restorations will be determined based on the **Benefit Amount** for amalgam restorations subject to the above **Specific Limitations** and **Specific Exclusions** applicable to amalgam restorations. The **Covered Person** is responsible for the difference between the **Benefit Amount** for the amalgam restorations and the **Approved Amount** for the **Dental Service** actually rendered.
<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Indirectly fabricated single crowns, onlays, post &amp; cores, and core build-ups</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefits will be paid for indirectly fabricated single crowns, onlays, post & cores, and core build-ups: (a) for primary (“baby”) teeth, or (b) when replaced on the same day or within 7 years from the date of the prior major restorative Dental Services, even if Delta Dental did not cover the Patient and/or pay a Benefit toward the prior Dental Service.

For purposes of applying this Frequency Limit, implant supported or natural teeth onlays, inlays, indirectly fabricated crowns, fixed partial dentures, removable partial dentures, immediate and complete dentures are counted against themselves and each other.

No Benefit will be paid for a core buildup when performed with or in addition to an amalgam restoration, resin-based composite restoration, inlays, onlays, or any other type of post and core.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes – 12 months</td>
<td>50%</td>
<td>Prefabricated stainless steel and resin crowns</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for prefabricated stainless steel or resin crowns when replaced within a 24-month period of time.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes -12 months</td>
<td>50%</td>
<td>Crown repairs and recementation of crowns, onlays, post and cores</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for recementation of crowns, onlays, post and cores: (a) on the same day or within 6 months after the first insertion by the Same Dentist, (b) more than once (1) in a 12-month period.

No Benefit will be paid for recementation of a post when performed on the same day as a single crown or fixed partial denture recementation.
Restorative – Crowns and Onlays
Specific Exclusions & Alternate Treatment Limitations

The following Specific Exclusions and Alternate Treatment Limitations apply to restorative – crowns and onlays:

Specific Exclusions
Any restorative procedure not specifically listed as a Covered Service. The following are also specifically Excluded:

- Inlays and recementation of inlays
- Gold foil restorations
- Copings (considered a specialized technique)
- Provisional or temporary or interim crowns
- Any procedures, restorations, or appliances associated with periodontal splinting
- Any restorative procedure not due to decay or fracture
- Removal of posts
- Veneers

No Benefit will be paid for indirectly fabricated crowns and onlays unless the teeth cannot be restored with silver amalgam or composite resins (or other material approved by Delta Dental at its sole discretion). No Benefit will be paid for this Dental Service unless the tooth cannot be restored by any other means.

Alternate Treatment Limitations
The Benefit for onlays, indirectly fabricated crowns, and posts and cores for children under 12 years of age will be determined based on the Benefit Amount for prefabricated resin crowns for front teeth or prefabricated stainless steel crowns for back teeth subject to the above Specific Limitations and Specific Exclusions applicable to prefabricated resin crowns for front teeth or prefabricated stainless steel crowns for back teeth. The Covered Person is responsible for difference between the Benefit Amount for the prefabricated resin crowns for front teeth or prefabricated stainless steel crowns for back teeth and the Approved Amount for the Dental Service actually rendered.

The Benefit for a prefabricated stainless steel crown with resin window or a prefabricated esthetic coated stainless steel crown or a prefabricated resin crown when performed on a posterior primary tooth or a permanent tooth will be determined based on the Benefit Amount for a primary or permanent stainless steel crown subject to the above specific Limitations and specific Exclusions applicable to the Benefit Amount for a primary or permanent stainless steel crown. The Covered Person is responsible for the difference between the Benefit Amount for the primary or permanent stainless steel crown and the Approved Amount for the Dental Service actually rendered.

Endodontics
Necessary Dental Services for pulpal therapy and root canal therapy to treat or remove the nerves inside the tooth chamber and roots.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Root canal therapy (initial)</td>
</tr>
</tbody>
</table>

Specific Limitations
No Benefits will be paid for initial root canal treatment: (a) more than once (1) per lifetime per tooth, (b) for primary teeth, (c) if not finished, or (d) when performed In Conjunction With apexification.
### Endodontics (continued)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Pulpotomy, pulpal debridement, and partial pulpotomy for apexogenesis</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for pulpotomy, pulpal debridement, and partial pulpotomy for apexogenesis: (a) if not finished, (b) more than once (1) per lifetime per tooth, or (c) when performed by the Same Dentist on the same day as root canal treatment. No Benefit will be paid for therapeutic pulpotomy for permanent teeth. No Benefit will be paid for partial pulpotomy for apexogenesis: (a) for primary teeth, or (b) when performed within 30 days prior to or the same day as root canal treatment or apexification/recalcification.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Apexification/recalcification, apicoectomy/periradicular surgery, retrograde fillings, and hemisections on permanent teeth</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for apexification/recalcification and hemisections: (a) if not finished, (b) for primary teeth, or (c) more than once per tooth per lifetime.

No Benefit will be paid for apicoectomy/periradicular surgery and retrograde fillings: (a) more than once (1) per root in a lifetime, or (b) for primary teeth.

No Benefit will be paid for root amputation: (a) more than once (1) per root in a lifetime, (b) when performed by the Same Dentist on the same date on the same root as an apicoectomy, or (c) for primary teeth.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Retreatment of root canal therapy</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for retreatment of root canal treatment: (a) on the same day or within 24 months after the first root canal was finished, or (b) more than once (1) per tooth in a lifetime.

No Benefit will be paid for removal of a post, pin(s), old root canal filling material, and the procedures needed to prepare the canals and place the canal filling and root canal therapy when performed In Conjunction With endodontic retreatment.
Endodontics

Specific Exclusions & Alternate Treatment Limitations

The following Specific Exclusions and Alternate Treatment Limitations apply to endodontic services:

Specific Exclusions

Any endodontic service not listed as a Covered Service. The following are specifically Excluded:

- Pulp caps
- Non-surgical treatment of root canal obstruction
- Internal repair of perforation defects
- Endodontic endosseous implant
- Intentional reimplantation
- Surgical procedure to isolate tooth with rubber dam
- Canal preparation and fitting of preformed dowel and post
- Any endodontic procedures related to implants, overdentures or inoperable or fractured teeth
- Temporary restorations and routine postoperative visits
- Pulpal regeneration

Alternate Treatment Limitations

The Benefit for incomplete endodontic treatment will be determined based on the Benefit Amount for palliative treatment subject to the Specific Limitations and Specific Exclusions applicable to palliative treatment. The Covered Person is responsible for difference between the Benefit Amount for the palliative treatment and the Approved Amount for the Dental Service actually rendered.

Periodontics

Necessary procedures to treat diseases of the tissues (gums) and bone supporting the teeth.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Periodontal scaling and root planing</td>
</tr>
</tbody>
</table>

Specific Limitations

No Benefit will be paid for periodontal scaling and root planing: (a) more than once (1) per quadrant on the same day or within twenty-four (24) months, or (b) on the same day or within 30 days before surgery or 90 days following periodontal surgery when performed by the Same Dentist.

Scaling and root planing in the absence of 4mm pockets is Benefited As a prophylaxis.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Periodontal maintenance</td>
</tr>
</tbody>
</table>

Specific Limitations

No Benefit will be paid for periodontal maintenance: (a) more than twice (2) in a 12 month period, (b) when performed on the same day as non-incidental scaling and root planing.

No Benefit will be paid for any combination of prophylaxes, and periodontal maintenance more than twice (2) in a 12-month period.
### Periodontics (continued)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Surgical periodontal treatment, including any surgical re-entry (gingivectomy, osseous surgery, flap surgery, tissue regeneration procedures, distal or proximal wedge, and grafts)</td>
</tr>
</tbody>
</table>

#### Specific Limitations

No **Benefit** will be paid for surgical periodontal treatment, including any surgical re-entry (gingivectomy, osseous surgery, flap surgery, tissue regeneration procedures, distal or proximal wedge, and grafts): (a) more than once (1) in any combination in the same area of the mouth on the same day or within thirty-six (36) months except soft tissue grafts, (b) when performed for pre-restorative and crown lengthening) purposes, or (c) in the absence of 5mm pockets.

No **Benefit** will be paid for soft and connective tissue grafts when more than one of the same or different type of soft and/or connective tissue graft is performed on the same day or within 36 months in the same part of the mouth.

No **Benefit** will be paid for apically repositioned flaps, regenerative procedures, soft and connective tissue grafts, and/or osseous grafts when more than two (2) of any combination of these procedures is performed within any given quadrant are performed on the same date of service.

### Periodontics

#### Specific Exclusions & Alternate Treatment Limitations

The following **Specific Exclusions** and **Alternate Treatment Limitations** apply to periodontic services:

#### Specific Exclusions

Any periodontal procedure not specifically listed as a **Covered Service**. The following are also specifically **Excluded**:

- Anatomical crown exposure, provisional splinting,
- Localized delivery of antimicrobial agents, curettage and mucogingival surgery
- Periodontal charting as a separate procedure
- Clinical crown lengthening
- Unscheduled dressing change
- Laser disinfection and laser assisted new attachment procedures
### Periodontics (continued)

#### Specific Exclusions & Alternate Treatment Limitations

| No Benefit will be paid for less Comprehensive procedures when performed on the same day in the same part of the mouth as a more Comprehensive procedure as listed in the following hierarchy (most Comprehensive to least Comprehensive):
| • Osseous surgery
| • Clinical crown lengthening (not a Covered Service)
| • Apically positioned flap
| • Surgical revision
| • Gingival flap
| • Distal or proximal wedge
| • Anatomical crown exposure
| • Gingivectomy
| • Scaling and root planing
| • Debridement
| • Periodontal maintenance
| • Prophylaxis

The following Dental Services are Benefited As quadrants or partial quadrant procedures:

- Gumlevation, scaling and root planing qualify for the full quadrant Benefit if four or more diseased teeth distal to the midline are treated. Tooth Bounded Spaces are not counted in making this determination. When these periodontal procedures do not meet all of these criteria they are Benefited As a partial quadrant.

- Gingival flap procedures and osseous surgery qualify for the full quadrant Benefit if four or more diseased teeth or Tooth Bounded Spaces distal to the midline are treated. A Tooth Bounded Space counts as one space despite the number of teeth that would normally exist in the space. When these procedures do not meet all of these criteria the Benefit is limited to a partial quadrant.

No Benefit will be paid for postoperative care and/or finishing procedures (on the same day or within 90 days of periodontal surgery or scaling and root planing).

No Benefit will be paid for periodontal procedures not performed for natural teeth such as but not limited to being performed In Conjunction With implants, ridge augmentation and/or preservation, extraction sites, periradicular surgery.

No Benefit will be paid for prophylaxis and incidental scaling and root planing procedures by the Same Dentist when performed on the same day as periodontal maintenance.

No Benefit will be paid for prophylaxis and/or periodontal maintenance if the Dental Services are performed by the Same Dentist during the time period beginning 14 days before and ending 90 days after a scaling and root planing or other periodontal treatment.

No Benefit will be paid for biologic materials to aid in soft and osseous tissue regeneration on the same day as other periodontal regenerative and grafting procedures except when reported only with gingival flap procedures or osseous surgery.

No Benefit will be paid for guided tissue regeneration on the same day as soft tissue grafts in the same surgical area.

No Benefit will be paid for routine prophylaxis (teeth cleaning) when provided In Conjunction With periodontal scaling and root planing. No Benefit will be paid for periodontal maintenance except after active periodontal therapy (surgical or non-surgical) has been performed.
### Prosthodontics – Fixed and Removable

**Dental Services** to replace missing permanent teeth (not including third molars) where the chewing function is impaired.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Removable complete and partial dentures</td>
</tr>
</tbody>
</table>

#### Specific Limitations

No **Benefit** will be paid for removable complete and partial dentures: (a) more than once in a 7-year period from the date of prior insertion even if **Delta Dental** did not cover the **Patient** and/or pay a **Benefit** toward the prior **Dental Service**, or (b) if the existing denture is satisfactory or can be made satisfactory.

No **Benefit** will be paid for removable partial dentures with cast metal framework for **Patients** under age 16.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Fixed partial dentures (bridges), including retainers (crowns) pontics, core buildups, and post and cores</td>
</tr>
</tbody>
</table>

#### Specific Limitations

No **Benefit** will be paid for fixed partial dentures (bridges), including retainers (crowns) pontics, core buildups, and post and cores: (a) more than once (1) in a 7-year period from the date of prior insertion, or (b) if the existing fixed partial denture is satisfactory or can be made satisfactory.

No **Benefit** will be paid for core buildups when performed **In Conjunction With** restorations, inlays, onlays, or post and core of any type.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Adjustments, repairs, relines, rebases and tissue conditioning to removable complete and partial dentures</td>
</tr>
</tbody>
</table>

#### Specific Limitations

No **Benefit** will be paid for adjustments, repairs, relines, rebases and tissue conditioning to removable complete and partial dentures on the same day or within 6 months of insertion of the denture (except in the case of immediate dentures) by the **Same Dentist**.

No **Benefit** will be paid for any combination of repairs, relines, rebases, and tissue conditioning more than twice (2) per denture unit on the same day or within 12 months.

No **Benefit** will be paid for adjustments: (a) when performed by the **Same Dentist** on the same day or within 6 months of a reline or rebase, (b) more than once (1) on the same day, or (c) more than twice (2) within 12 months.

No **Benefit** will be paid for a reline when performed by the **Same Dentist** on the same day or within six months of a rebase. No **Benefit** will be paid for tissue conditioning if performed on the same date of service as the denture is delivered or a reline/rebase is delivered.
<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Recementation of fixed partial dentures (bridges)</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for recementation of fixed partial dentures (bridges): (a) on the same day or within 6 months of fixed partial denture cementation by the Same Dentist, or (b) more than once (1) on the same day or within 12 months.

No Benefit will be paid for post recementation when performed on the same day as a single crown or fixed partial denture recementation.

<table>
<thead>
<tr>
<th>Deductible</th>
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<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes-12 months</td>
<td>50%</td>
<td>Repair of fixed partial dentures (bridges)</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for repair of fixed partial dentures (bridges): (a) on the same day or within 6 months of insertion of the first fixed partial denture by the Same Dentist, or (b) more than twice (2) in 36 months from then on.

**Prosthodontics – Fixed and Removable**

**Specific Exclusions & Alternate Treatment Limitations**

The following Specific Limitations, Specific Exclusions and Alternate Treatment Limitations apply to fixed and removable prosthodontic services:

**Specific Limitations**

For purposes of determining frequency limitations; implant supported or natural tooth inlays; onlays; indirectly fabricated crowns; veneers; fixed partial dentures; removable partial dentures; immediate and complete dentures are counted against themselves and each other.

**Specific Exclusions**

Any fixed or removable prosthodontic procedures not listed as Covered Services are Excluded. The following are also specifically Excluded:
- Interim complete and partial dentures
- Overdentures
- Maxillofacial prosthetics
- Any procedures; restorations; or appliances associated with periodontal splinting
- Implants and any procedures associated with implants; interim or provisional pontics and retainers, connector bars, stress breakers, precision attachments, copings, and pediatric fixed partial dentures
- Pontics exceeding the normal complement of teeth.
- Replacement of missing natural teeth using more than the normal amount of retainers for the span.

The maximum Benefit Amount that will be paid for repair, and/or reline, and/or rebase, and/or adjustment of a fixed or removable partial denture or complete denture or combination exceeds is one-half the Benefit Amount that would be payable under this Policy for a new appliance.
### Prosthodontics – Fixed and Removable

**Specific Exclusions & Alternate Treatment Limitations (continued)**

<table>
<thead>
<tr>
<th>The maximum <strong>Benefit Amount</strong> that will be paid for replacing all teeth and acrylic on a cast metal removable partial denture framework is two-thirds the <strong>Benefit Amount</strong> that would be payable under this <strong>Policy</strong> for a new appliance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No <strong>Benefit</strong> will be paid for repair of a fixed partial denture if the payment would exceed one-half of the <strong>Benefit</strong> that would be payable under this <strong>Policy</strong> for a new appliance.</td>
</tr>
<tr>
<td>No <strong>Benefit</strong> will be paid for implants or any procedures, restorations, appliances and/or crown and fixed partial denture associated with periodontal splinting. No <strong>Benefit</strong> will be paid for a (posterior) fixed partial denture if performed In Conjunction With an Allowance for a partial denture in the same arch within the preceding 5-year period.</td>
</tr>
<tr>
<td>No <strong>Benefit</strong> will be paid for fixed partial dentures bridges and removable cast partial dentures for <strong>Patients</strong> less than sixteen 16 years of age.</td>
</tr>
</tbody>
</table>
| **Alternate Treatment Limitations**
| No **Benefit** will be paid for a fixed partial denture unless use of a removable prosthetic device is not sufficient. If a removable device is sufficient, the **Benefit** will be determined based on the **Benefit Amount** for a standard removable partial denture subject to the above **Specific Limitations** and **Specific Exclusions** applicable to a standard removable partial denture. The **Covered Person** is responsible for the difference between the **Benefit Amount** for the standard removable partial denture and the **Approved Amount** for the **Dental Service** actually rendered. |
| When more than three teeth (except third molars) are missing in an arch, the **Benefit** for a fixed partial denture will be determined based on the **Benefit Amount** for a removable partial denture subject to the above **Specific Limitations** and **Specific Exclusions** applicable to a standard removable partial denture. The **Covered Person** is responsible for the difference between the **Benefit Amount** for the removable partial denture and the **Approved Amount** for the **Dental Service** actually rendered. |
| The **Benefit Amount** for personalized restoration, specialized techniques, such as but not limited to precision attachments, overdentures, and stress breakers as opposed to standard procedures will be determined based on the **Benefit Amount** for the standard procedure subject to the **Specific Limitations** and **Specific Exclusions** applicable to the standard procedure. The **Covered Person** is responsible for the difference between the **Benefit Amount** for the standard procedure and the **Approved Amount** for the **Dental Service** actually rendered. |
| The **Benefit Amount** for a indirect resin based composite or porcelain-ceramic fixed partial denture will be determined based on the **Benefit Amount** for the porcelain fused to high noble metal fixed partial denture subject to the **Specific Limitations** and **Specific Exclusions** applicable to the porcelain fused to high noble metal fixed partial denture. The **Covered Person** is responsible for the difference between the **Benefit Amount** for the porcelain fused to high noble metal fixed partial denture and the **Approved Amount** for the **Dental Service** actually rendered. |
## Oral Surgery

Dental Services from the extraction of teeth, as well as minor surgical preparation of the mouth for insertion of dentures.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>50%</td>
<td>Non-surgical and surgical extraction of teeth, Intraoral incision and drainage</td>
</tr>
</tbody>
</table>

### Specific Limitations

No **Benefit** will be paid for local anesthesia and suturing (if needed) when performed by the **Same Dentist** on the same day as oral and maxillofacial surgery.

No **Benefit** will be paid for intraoral incision and drainage when performed by the **Same Dentist** in the same surgical area on the same date of service as endodontics, extractions, palliative treatment or other **Definitive Procedure**.

No **Benefit** will be paid for routine postoperative care and treatment of dry socket: (a) when performed by the **Same Dentist** who performed the surgery, or (b) more than once (1) per visit.

No **Benefit** will be paid for extraction, coronal remnants – deciduous tooth when performed by the **Same Dentist** in the same surgical area on the same date of service as any other surgery.

No **Benefit** will be paid for root recovery when performed by the **Same Dentist** in the same surgical area on the same day as a surgical extraction.

Extractions of impacted teeth are **Benefited** as determined by the anatomical position of the tooth rather than the surgical procedure necessary for removal.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>50%</td>
<td>Alveoloplasty, Biopsy, brush biopsy (collection of sample only – does not include lab analysis), Removal of exostosis and tori; fibrous tuberosity reduction, Suture of small wounds, frenulectomy, frenuloplasty, excision of pericoronal and hyperplastic tissue, Uncomplicated vestibuloplasty</td>
</tr>
</tbody>
</table>

### Specific Limitations

No **Benefit** will be paid for alveoloplasty when performed on the same date of service as one or more surgical extractions.

No **Benefit** will be paid for biopsy of oral tissue: a) without a pathology report, or b) when performed by the **Same Dentist** in the same surgical area on the same date of service as a surgical procedure (e.g., apicoectomy, extractions, etc.).

No **Benefit** will be paid for frenulectomy, frenuloplasty, excision of hyperplastic tissue, and excision of pericoronal gingiva when performed by the **Same Dentist** in the same surgical area on the same date as any other surgical procedure(s).
### Oral Surgery (continued)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Benefit Waiting Period</th>
<th>Coverage Percent Paid By Delta Dental</th>
<th>Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>50%</td>
<td>General anesthesia when administered in a dental office by a Dentist licensed to perform this Service</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for general anesthesia or intravenous sedation: (a) unless medically necessary In Conjunction With oral surgical procedures, periodontal surgery, or periapical surgery that are Covered Services, or unless necessary due to concurrent medical conditions, and/or (b) to the extent it exceeds 1.5 hours per date of service.

### Oral Surgery

**Specific Exclusions & Alternate Treatment Limitations**

The following Specific Exclusions and Alternate Treatment Limitations apply to Oral Surgery services:

**Specific Exclusions**

Any oral surgery service that is not a Covered Service. The following are specifically Excluded:

- Any oral surgical procedure related to implants, overdentures, ridge augmentation and/or preservation, transplants or intentional reimplantation, other specialized techniques, oral antral fistula closure, closure of a sinus perforation, tooth transplantation, exfoliative cytology, surgical repositioning, surgical placement of temporary anchorage devices, complicated vestibuloplasty, surgical excision of lesions, surgical incision (except intraoral excision and drainage), treatment of fractures, repair procedures except those listed as covered, tooth mobilization, appliance or splint removal treatment of temporal mandibular dysfunction and orthognathic surgery, coronectomy harvest of bone for use in grafting, and plasma or platelet rich protein (PRP) therapies.

- Any oral and maxillofacial surgical procedure for which the Covered Person is covered by another Policy including, but not limited to a medical policy, if the other coverage makes a payment sufficient to pay the Approved Amount for the procedure.

- Placement of a device to aid eruption, transseptal/supra crestal fiberotomies; and surgical access of an unerupted tooth.
<table>
<thead>
<tr>
<th>Other Dental Services.</th>
<th>Adjunctive General Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Covered Services</strong></td>
<td></td>
</tr>
<tr>
<td>Palliative treatment</td>
<td>Fixed partial denture sectioning</td>
</tr>
<tr>
<td>Fixed partial denture sectioning</td>
<td>Treatment of unusual post-surgical complications</td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for Palliative treatment: (a) when any Dental Service other than limited radiographs, tests, evaluations, consults, and visits necessary to diagnose the emergency condition is performed by the Same Dentist on the same date, or (b) more than once (1) per date of service and/or c), more than 4 within a 12-month period.

No Benefit will be paid for fixed partial denture sectioning when performed In Conjunction With removing and replacing a fixed prosthesis.

No Benefit will be paid for routine post-operative care, routine post-operative radiographs, and routine post-operative evaluations when performed by the Same Dentist as rendered the operative care.

No Benefit will be paid for treatment of dry socket: (a) when performed by the Same Dentist who performed the surgery, or (b) more than once (1) per visit.

**Adjunctive General Services (continued)**

<table>
<thead>
<tr>
<th>Covered Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultations</td>
<td></td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for consultations: (a) when performed by the Same Dentist In Conjunction With an exam or oral evaluation, (b) when performed in connection with Dental Services that are not Covered Services, or (c) when the Dental Service is provided by a Dentist whose opinion or advice about an evaluation and/or caring for of a specific problem is not requested by another Dentist, physician, or appropriate entity.

No Benefit will be paid for dental consultations and evaluations of any type when any combination of these procedures is performed more than twice (2) in a 12-month period.

<table>
<thead>
<tr>
<th>Covered Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General anesthesia and IV sedation</td>
<td></td>
</tr>
</tbody>
</table>

**Specific Limitations**

No Benefit will be paid for general anesthesia or intravenous sedation: (a) unless medically necessary In Conjunction With covered oral surgical procedures, periodontal surgery, or periapical surgery, or unless necessary due to concurrent medical conditions, and/or (b) to the extent it exceeds 1.5 hours per date of service.

No Benefit will be paid for intravenous sedation when the drug is not administered intravenously to achieve sedation.
### Adjunctive General Services

#### Specific Exclusions & Alternate Treatment Limitations

The following **Specific Exclusions** and **Alternate Treatment Limitations** apply to adjunctive general services:

**Specific Exclusions**
Any adjunctive Service not listed as a Covered Service is Excluded. The following are also specifically Excluded:

- Anesthesia: local; regional and trigeminal block; analgesia; anxiolysis; nitrous oxide; non-intravenous conscious sedation
- Professional visits: house, hospital and ambulatory surgical center calls; office visits; hospitalization costs; case presentation and treatment planning
- Drugs: euphoric or prescription drugs, or writing prescriptions, therapeutic parenteral drugs, or other drugs or medicaments
- Miscellaneous: desensitizing procedures, behavior management, occlusal guard, repair, reline and adjustment of occlusal guard, athletic mouthguards, occlusal analysis including mounted case, occlusal adjustment, enamel microabrasion, odontoplasty, internal and external bleaching
- Anesthesia and/or IV sedation time before the doctor administering the anesthetic agent initiates the appropriate anesthesia and non-invasive monitoring protocol.
- Anesthesia and/or IV sedation time after the Patient may be safely left under the observation of trained personnel and the doctor may safely leave the room to look after other patients or duties.

### 8.0 - GENERAL EXCLUSIONS (APPLICABLE TO ALL DENTAL SERVICES)

The reference to a Dental Service in this section does not mean that it would otherwise be a Covered Service.

1. A Covered Person may transfer from the care of one Dentist to that of another Dentist and more than one Dentist may render the same Dental Services to the Covered Person. In that case Delta Dental shall not be liable for more than the Benefit Amount it would pay if only one Dentist rendered all these Dental Services. Nor shall Delta Dental be liable for duplication of Dental Services.

2. The following are NOT due any Benefits and Delta Dental shall NOT make any payment under this Policy for or toward:

   a. Dental Services not specifically listed as Covered Services in Section 7.0 of this Policy, including but not limited to orthodontic services, maxillofacial prosthetics, implants and any services associated with implants.

   b. Dental Services for which a Claim was not submitted within twelve (12) months after the date when the Dental Service was finished except for any oral and maxillofacial surgical procedure for which the Covered Person is covered by another policy including, but not limited, to a medical policy, if the Service is submitted to Us within twelve (12) months after the date that carrier issued its claim determination.

   c. Duplicative Dental Services performed on the same day.
d. **Dental Services** for injuries or conditions which are compensable under Workmen's Compensation or Employer's Liability laws; **Dental Services** which are provided by any Federal or State or Provincial government agency, or are provided without cost to the Covered Person by any municipality, county, or political subdivision or community agency, except to the extent such payments are not enough to pay the Approved Amount therefor.

e. **Dental Services** performed or items supplied for any conditions, disease, sickness, or injury occurring while the Covered Person is on active duty during military service, or for **Dental Services** or items provided under the laws of the United States of America or of any state of the United States or any foreign country or of any political subdivision of any of the foregoing.

f. **Dental Services** covered in whole or in part by the Covered Person’s medical benefit program to the extent otherwise specifically allowed by this Policy.

g. **Dental Services** considered by Delta Dental to be a part of a more Comprehensive Service.

h. A subset of a more Comprehensive Service (or a lesser Dental Service considered included in the Comprehensive Service).

i. **Dental Services** relating to more than the normal complement of teeth except for necessary oral surgery.

j. Analgesics (such as nitrous oxide) or other euphoric or prescription drugs.

k. **Dental Services** of a trial, experimental or investigational nature.

l. Charges for hospitalization, including hospital visits.

m. Exploratory surgery or unsuccessful attempts at extractions.

n. Lab tests and/or lab exams and/or medical tests, etc.

o. Specialized techniques including but not limited to precision attachments, copings, swing locks, dolder bars, special staining, halder bars, connector bars, metal bases, cone beam capture and imaging, ridge augmentation and/or preservation.

p. **Dental Services** submitted for payment as part of a Claim which has knowingly inaccurate information pertinent to the Claim (such as the Dental Service actually rendered, the date of service, the existence of other coverage, or the fee for the Dental Service).
q. Any **Dental Service** or item which is decided by **Delta Dental** not to be necessary, appropriate, or meeting generally accepted standards of care, and/or lacking a reasonable prognosis for the treatment of the **Covered Person**'s condition, disease or injury. **Delta Dental** reserves the right to check the **Covered Person**'s dental records; this includes but is not limited to necessary radiographs; oral facial images; models, and financial records to decide whether a **Dental Service** or item meets these criteria.

r. Tooth preparation; acid etching; temporary restorations and crowns; bases; direct and indirect pulp caps; polishing; caries removal; microabrasion; endodontic working and final treatment radiographs; occlusal adjustments; post removal; gingivectomy **In Conjunction With** restorations; impressions; lab fees and material; local anesthesia services; and other **Dental Services** which **Delta Dental** considers to be part of a more **Comprehensive Dental Service**.

s. Broken appointments.

t. Completion of **Claims**; copying of radiographs; providing documentation whether or not requested by **Delta Dental**; and requests for **Pre-Treatment Estimate**.

u. Periodontal charting.

v. Infection control, sterile surgical setup, OSHA compliance, and other facility charges

w. Treatment rendered by persons other than **Dentists**. This does not apply to any **Dental Services** which may be performed according to law by a duly licensed dental hygienist or dental auxiliary if the treatment is performed under the supervision and guidance of the licensed **Dentist**; in accordance with all applicable governmental rules and the licensed **Dentist** submits the **Claims** for such treatment. If performed under these circumstances, the **Benefit Amount** for the **Dental Services** is determined as if the **Dental Services** had been rendered by a **Dentist**.

x. **Dental Services** or supplies that are cosmetic in nature. These **Dental Services** include but are not limited to charges for personalized or characterization of dentures.

y. Replacement of a lost, missing or stolen prosthetic or other appliance.

z. Onlays, crowns, veneers, prosthetic retainers, and pontics post and cores, and core buildups are limited to one per tooth per **Benefit Period** 84 months without regard to whether the tooth has been sectioned.

aa. Desensitizing agents; home rinses and gels, other preparations for home use.
bb. Fees for **Dental Services** or supplies for which no charge is made that the **Covered Person** is legally required to pay or for which no charge would be made if the **Covered Person** did not have dental coverage.

c. **Dental Services** performed by the **Dentist** for immediate family members of the **Dentist** such as mother, father, **Spouse**, children, brother, sister.

dd. Any duplicate prosthetic device or any other duplicate appliance.

ee. Myofunctional therapy.

ff. **Dental Services** to correct developmental or congenital malformations, replace or repair teeth due to such conditions; procedures, appliances, or restorations for cosmetic purposes; procedures, appliances, or restorations to increase vertical dimension; restore occlusion; or repair tooth structure lost by attrition; erosion; corrosion; abfraction; or related to bruxism; TMJ; TMD; or occlusal equilibration, occlusal analysis and mounted case analysis, or occlusal adjustment.

gg. **Dental Services** or supplies due to an accidental injury.

hh. Fees which are incurred for any injury or disease arising out of the ownership, maintenance or use of a motor vehicle, except when such charges are excluded from coverage under any automobile insurance policy or program required or provided by statute covering such **Covered Person**, where such exclusion is due to either an optional choice of a medical cost, deductible or an optional designation of the plan as the primary coverage.

ii. Fees for **Dental Services** performed during the **Benefit Waiting Period**, where applicable.

jj. **Dental Services** which have not been completed.

kk. **Dental Services** which have not been completed during the **Coverage Period**.

9.0 – OTHER PAYMENT RULES THAT AFFECT YOUR COVERAGE

**Delta Dental** will pay a **Benefit** for only those **Dental Services** that are **Covered Services**. Not all **Dental Services** are covered under this **Policy**. **Delta Dental** will not pay a **Benefit** unless **You** are enrolled on the start and **Completion Date** of the **Dental Services**. **Benefits** are determined based on the date **Dental Services** are finished.
9.1 – Dental Services Requiring Multiple Visits
Some Dental Services take multiple visits to complete. Examples include crowns, bridges, removable prosthetics, and endodontic procedures. Delta Dental pays for Covered Services that need multiple visits only upon completion of the Dental Services. The Completion Date is deemed to be the date of service for these Dental Services.

9.2 - In-Process Treatment
Dental Services started before Your Coverage Effective Date under this Policy are not entitled to any Benefit. No Benefit will be paid for any Dental Services started prior to the completion of the Benefit Waiting Period. Examples of the Dental Services which may be performed over more than one visit include, but are not limited to fixed bridgework, full or partial dentures, crowns, and root canal therapy. The Completion Date of these Dental Services must occur before the Coverage Expiration Date in order for them to be due any Benefit under this Policy. The Completion Date is the date of insertion for removable prosthetic appliances; the insertion date for fixed partial dentures and for crowns; onlays; and inlays; is the cementation date no matter what the type of cement used. The Completion Date for root canal therapy is the date the canals are permanently filled.

9.3 - Incomplete Treatment
One Dentist may start a Dental Service, and another Dentist may finish it. If this happens, Delta Dental will pay no Benefit for the Dental Service performed by the Dentist who did not complete the Dental Service. Delta Dental’s payment of a Benefit will only be for the Dental Services rendered by the Dentist who finishes the Dental Service.

9.4 – Dental Services Covered Under a Medical Policy
To sign up for this Policy, You or Your Dependents cannot be covered under another dental policy. But, You may have medical coverage for You and/or Your Dependents. Your medical policy may cover certain Dental Services such as oral surgery which is a Covered Service under this Policy. If Your medical policy covers any Dental Services which could also be Covered Services under this Policy, then this Policy is considered secondary. This Policy’s Benefit shall be decided after Your medical policy has made its Claim decision. You must send the Claim determination You received from Your medical policy indicating its payment, if any, and any fee limitations the plan may have when submitting a Claim for those Dental Services under this Policy.

10.0 PRE-TREATMENT ESTIMATES, CLAIMS, AND APPEALS

10.1 - Pre-Treatment Estimate
A Dentist may send a Claim to Delta Dental showing the Dental Services he or she recommends for You. Delta Dental will then provide an estimate of Benefits under Your Policy. We call this a Pre-Treatment Estimate. You do not need prior approval of Dental Services under this Policy. The Benefit Amount for these Dental Services will depend on Eligibility, and any Benefit Limitations and Exclusions. If Your Dentist suggests the need for Dental Services which cost more than $300, ask for a Pre-Treatment Estimate before receiving the Dental Services.
10.2 - Filing a Claim
The following is a description of how a Claim is processed. If You use a Delta Dental Participating Dentist or Delta Dental PPO℠ Dentist, the Dentist will send a Claim on Your behalf. If You visit a Non-Participating Dentist, the New Jersey Non-Participating Dentist is required to send the Claim for You unless You choose to file the Claim Yourself. In other states, You may need to send the Claim Yourself for Dental Services performed by a Non-Participating Dentist. Claim forms must be sent to:

c/o Delta Dental of Wisconsin, Inc.
P.O. Box103
Stevens Point, WI 54481-0828

(Policy management and service is provided by Delta Dental of Wisconsin, Inc.)

To be entitled to a Benefit under this Policy, the Claim must be submitted by You or Your Dentist within twelve (12) months of the date Dental Services are completed. Delta Dental must approve the Claim, deny the Claim, or ask for more information within the time frames prescribed by law and/or regulation.

10.3 - Any Benefit that We pay for Covered Services rendered by a Non-Participating Dentist shall be issued to You in accordance with the timeframe set forth in N.J.S.A. 17:48C-8.1, and We shall, within three (3) days of making that Benefit Payment, provide a notice to the Non-Participating Dentist of the amount and date of the payment and the Dental Services for which the payment was made in response to Your comment.

10.4 - Claims Review and Appeals Procedures
You have the right to appeal any Adverse Benefit Determination.

Examples of Adverse Benefit Determinations include Claim decisions by Delta Dental that a Dental Service is not entitled to a Benefit because it is:

- Not a Covered Service;
- Excluded from coverage;
- Subject to a Benefit Limitation under the Policy;

The following sections provide a complete description of the Informal Review and Appeals processes.

10.5 - Notice of Adverse Benefit Determination
If a Claim is denied in whole or in part, Delta Dental will tell You and the Dentist of the denial in writing. We will send an Explanation of Benefits within the time and way required by law and/or regulation.
The Explanation of Benefits will include the following information:

- The specific reason(s) why payment for the Dental Services was denied, including a reference to any specific rules on which the denial is based; whether a specific rule, guideline or protocol was relied upon in making the Adverse Benefit Determination and if so, that a copy will be provided free of charge upon request; and a description of any extra information needed to perfect the Claim as well as the reason why such information is necessary.

- The relevant scientific or clinical judgment will be included if the Adverse Benefit Determination is about dental need, experimental treatment, or other similar exclusion or limitation.

- A description of Delta Dental’s informal appeal and formal claim appeal processes and the time limits applicable to the processes.

10.6 - Request for Informal Review
If You or Your Dentist disagrees with Delta Dental’s Adverse Benefit Determination, You can file a request for informal review within 60 days of the adverse determination. Send it to:

c/o Delta Dental of Wisconsin, Inc.
P.O. Box 103
Stevens Point, WI 54481-0828

(Policy management and service are provided by Delta Dental of Wisconsin, Inc.)

Your request must include the Claim number, name and address of the Subscriber and Covered Person for whom the Dental Services were provided, the date of service, description of Dental Service, Your signature and date of signature, the date You received Delta Dental’s Adverse Benefit Determination, the reason(s) why You think the determination was wrong and any relevant records and information You want Delta Dental to consider.

Delta Dental will tell You in writing of its decision within 60 days after receipt of Your request. If, after the review, the determination stays adverse, the notice will specify the reason(s). It will also refer to the specific plan provision, guide or protocol upon which the determination was based. It will tell You of Your right to get free of charge, upon request, all relevant documentation, and describe any voluntary, external appeal procedures as well as Your right to bring civil (court) action. If the Adverse Benefit Determination was based on medical need or exclusion for experimental treatment, the notice will either provide a reason or offer to provide one free of charge upon request.

You do not need to request an informal review. But, You must appeal the first decision or the Informal Review decision within 240 days following the mailing date of the first Adverse Benefit Determination.
10.7 - Request for Appeal of Adverse Benefit Determination

You or Your Dentist must ask for a formal review in writing within 240 days of receipt of the first Adverse Benefit Determination (whether or not You asked for an informal review). Send it to:

c/o Delta Dental of Wisconsin, Inc.
P.O. Box 103
Stevens Point, WI 54481-0828

(Policy management and service are provided by Delta Dental of Wisconsin, Inc.)

The request for a formal review must include the following:

- Dentist’s name
- Office name, address and license number
- Subscriber’s name
- Subscriber’s member I.D. number and date of birth
- Name and date of birth of the Covered Person for whom the Dental Services were provided
- The Claim number
- The reason(s) why Delta Dental should change its first decision and the specific decision You are seeking.

Include any relevant information or diagnostic materials, and/or a copy of the Claim for the determination You are appealing. You must also sign the request. If the Dentist is authorized to act on Your behalf, he/she must tell Us and include an authorization form. The form can be found at www.deltadentalnj.com under “Forms.”

10.8 - Delta Dental’s Review

The review will be conducted by a person who is neither the individual who made the first Claim denial nor the subordinate of such individual. If the review is of an Adverse Benefit Determination based in whole or in part on a decision related to dental need, experimental treatment or a clinical judgment in applying the terms of the Policy, Delta Dental will consult with a Dentist who has appropriate training and experience in the pertinent field of Dentistry and who is neither the person who made the first Claim denial nor the subordinate of such individual. Delta Dental will provide upon request of the claimant the name of any dental consultant whose advice was obtained for the Claim denial, whether or not that advice was relied upon in making the Adverse Benefit Determination which You appealed.
10.9 - Notice of Review Decision
Delta Dental will tell You in writing of its decision on the Formal Appeal within 30 days of its receipt of the appeal. Special events may call for an extension of time for processing. In such cases, written notice of the extension will be supplied to You before the end of the first response time frame required by law and/or regulation. In no event will such extension exceed a period of 60 days from the end of the first response time frame required by law and/or regulation. The extension notice will indicate the special events requiring an extension. It will also indicate the date by which Delta Dental expects to make its decision.

If Delta Dental upholds the Adverse Benefit Determination on appeal, the notice will include the following information:

• The specific reason(s) why payment for the Dental Services was denied, including a reference to any specific rules on which the denial is based; whether a specific rule, guideline or protocol was relied upon in making the Adverse Benefit Determination and if so, that a copy will be provided free of charge upon request; and a description of any extra information needed to perfect the Claim as well as the reason why such information is necessary.

• The relevant scientific or clinical judgment will be included if the Adverse Benefit Determination is about dental need, experimental treatment, or other similar Exclusion or Specific Limitation.

• A description of Delta Dental’s informal appeal and formal Claim appeal processes and the time limits applicable to the processes.

10.10 – Limitations on Legal Action
You must timely file an Adverse Benefit Determination appeal and get Our decision as described in Sections 10.3, 10.4, 10.5, 10.6, 10.7, and 10.8 above before commencing any legal proceeding challenging any Adverse Benefit Determination. In any event, no legal proceeding shall be brought against Delta Dental for any determination once 36 months have passed from the date of when Dental Services were performed.

10.11 - 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 name Your authorized representative for Us in writing in advance. For an urgent care Claim, You may name a dental care professional, who is knowledgeable about Your dental condition, to act on Your behalf. We will deal with Your authorized representative, rather than You, for matters involving the Claim or appeal.
10.12 - How to Report Suspicion of Fraud
It is insurance fraud to give false information to Delta Dental to get a larger payment than You are entitled to receive. False Claims include submitting a Claim for a Dental Service not actually done. They also include wrongly describing a Dental Service which was rendered, misrepresenting the amount of the fee the Dentist charged and planned to collect (including failing to make known that the Dentist intends to waive all or part of the Patient’s copayment), or using a wrong date for the actual rendering of the Dental Service.

Insurance fraud hurts everyone. It lowers the funds available to pay genuine claims and raises costs for all people. It has harsh criminal and civil consequences to those who take part in preparing or submitting such claims. We urge You to avoid submitting or participating in the submission of false Claims. Call Delta Dental at 973-285-4167 if You suspect insurance fraud has been committed.

11.0 – GENERAL TERMS AND CONDITIONS

11.1 - Applicable Law
This Policy shall be governed by, and construed under, the laws of the State of New Jersey.

11.2 – No Assignment of Benefits
Neither this Policy, a Claim, nor Benefits paid under this Policy is assignable to a third party. Delta Dental reserves the right to pay any Benefits to Your Dentist as appropriate. This is subject to applicable federal and/or state laws. Any assignment of Your right to payment of a Benefit is void and unenforceable.

11.3 - Binding Agreement
This Policy is binding on Delta Dental and You, Your enrolled Dependents, and Your respective executors and administrators. By election of coverage or payment of applicable Subscription Charges, all of the terms, covenants, and rules contained in the Policy shall become valid and binding upon You and Your enrolled Covered Dependents. This Policy shall not bind Delta Dental until (i) Subscription Charges are received by Delta Dental and (ii) Your application has been approved.

11.4 - Entire Agreement
This Policy, the Declaration, any amendments to this Policy, and the completed application attached to this Policy make up the entire agreement between Delta Dental and You. This Policy supersedes all earlier communications, representations, or agreements — either verbal or written — between Delta Dental and You, about the information herein.

11.5 – Equality of Application
This Policy is meant to apply equally to all Covered Persons.
11.6 - Time Limit on Certain Defenses
A material misstatement by You in any application for this Policy will entitle Delta Dental to void this Policy. This action may be taken in the first two years of Your coverage beginning on the Original Effective Date. After this two-year period, this action may be taken only for a fraudulent misstatement and non-payment of Subscription Charges. No statement made by the Subscriber in the application will void this Policy or be used in any legal proceeding unless the application or an exact copy is included with or attached to this Policy.

11.7 - Overpayments
Delta Dental has the right to get back any payment made to a Subscriber, Covered Person, or Dentist which is more than the amount the person was entitled to get under this Policy or if the Payment was made to the wrong payee. Delta Dental may offset any such overpayment against any amount which otherwise is due to You under this Policy.

11.8 – Notices
Any notice sent to Delta Dental shall be sent in writing. Such notice is considered to be delivered when delivery is in person or when sent by registered or certified United States mail return receipt requested, proper postage prepaid, and addressed to:

   c/o Delta Dental of Wisconsin, Inc.
   P.O. Box 103
   Stevens Point, WI 54481-0828

(Policy management and service are provided by Delta Dental of Wisconsin, Inc.)

11.9 - Force Majeure
In the event Delta Dental is unable to perform its duties hereunder by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order, or decree of any legally constituted authority, then this Policy may, at the choice of Delta Dental, be suspended. During any period of suspension, Delta Dental shall not be required to perform any service hereunder. Delta Dental shall not be liable for any damages arising from any event that caused the suspension. If this Policy is suspended because of this provision, Your duty to pay Subscription Charges shall also be suspended for the same period of time.

11.10 - Headings
The headings of sections and paragraphs in this Policy are for convenience and reference purposes. They do not change in any way the meaning or interpretation of any provision of this Policy.

11.11 - Severability
If a court of competent jurisdiction deems any term, provision, endorsement, or condition of this Policy invalid or unenforceable, the same shall be deemed severable from this Policy. The rest of this Policy shall stay in full force and effect. It shall in no way be affected, impaired, or invalidated as a result of such ruling.
11.12 - Limitation of Liability
All Dental Services paid for by Delta Dental shall be in accordance with the accepted dental practices in the community at the time. Delta Dental shall not be liable for injuries resulting from negligence, misfeasance, malfeasance, nonfeasance or malpractice by any officer or employee or by any Dentist or others engaged by him while rendering Dental Services to any Covered Person, but this Section 11.12 shall not in any way absolve Delta Dental from any liability imposed upon it by N.J.S.A 2A: 53A-33. In no case shall any Dentist whom You consult for treatment or who renders treatment to You or Your Dependents be deemed an agent or employee of Delta Dental.

11.13 - Compliance with Laws and Regulations
Any provision of this Policy which does not comply with all pertinent federal and state laws and rules, including, but not limited to, the applicable health care privacy and disclosure provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be unenforceable and the remaining terms shall constitute the Policy. If this Policy, or any part of it, is found not to be in compliance with any pertinent federal or state law or rule, then Delta Dental shall administer this Policy in accordance with federal or state law or rule and change the Policy to correct the noncompliance.

11.14 - Confidentiality and HIPAA Compliance
Delta Dental is a “Covered Entity” under the rules of HIPAA. We will comply with all applicable privacy and security rules of HIPAA about the protected health information of Eligible Persons. This provision shall survive the termination of the Policy.

No agent or representative of Delta Dental, other than an officer or officers designated in this Policy, is authorized to change the Policy or waive any of its provisions.

11.16 – Cash Indemnity
Indemnity in the form of cash will not be paid to any Subscriber except in payment for Dental Services for which Delta Dental was liable at the time of such payment.
NJ Prompt Payment Requirements

Delta Dental of New Jersey’s insurance coverage is subject to the Prompt Payment laws and regulations of the State of New Jersey.

The Prompt Pay regulations require us to post what you need to give us with your claim for payment for services. You must provide all of the information requested in the standard ADA claim form. You must also provide us the information and/or documentation that we require for the particular service(s) you are requesting payment for. The chart containing that required information and documentation is available at www.deltadentalcoversme.com/prompt-payment or by clicking here. We will also provide you a paper copy of that chart at your request.

Please note that the current law and regulations require that we process and issue determinations for electronic claims within thirty (30) days and paper claims within forty (40) days (“the claim processing period”) whenever they contain all of the information and documentation that we require that you submit as part of the claim (see above). If we determine that the claim fails to provide all of the required information and documentation (an “incomplete claim”), we must issue a notice to you and your dentist that informs you of the missing information/documentation within the claim processing period. If you have provided us all of the required information/documentation for some of the services submitted for payment on that claim, we will process the claim for those services within the claim processing period. Once you or your dentist has provided us all of the required information/documentation for a previously incomplete claim, we are required to process that claim and issue our determination within the claims processing period. If we fail to process a complete claim within the applicable claims processing period we must pay interest on the amount we owe on the claim with interest computed at the annual rate of 10% either with the claim payment or within fourteen days thereafter.
Nondiscrimination and Accessibility Requirements: Discrimination is Against the Law

Delta Dental 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 does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- 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 Jennifer Morrison, Compliance Manager, 2801 Hoover Road, Stevens Point, WI 54481, Phone: 715-344-6087, TTY: 877-287-9039, Fax: 715-344-9058, jmorrison@deltadentalwi.com.

If you believe that Delta Dental 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: Jennifer Morrison, Compliance Manager, 2801 Hoover Road, Stevens Point, WI 54481, Phone: 715-344-6087, TTY: 877-287-9039, Fax: 715-344-9058, jmorrison@deltadentalwi.com. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Jennifer Morrison, Compliance Manager, 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 https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone 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).