Delta Dental PPO plus Premier

Welcome!

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

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

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

We look forward to serving you!

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

1. Delta Dental PPO plus Premier Certificate

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

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

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



J. Jude Thompson
President and CEO
Delta Dental of Kentucky, Inc.

2. Definitions

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

Alternate Benefit/Optional Treatment	A Benefit provided in cases where alternative methods of treatment exist for the same Dental Service. This may be referred to in the Summary of Dental Plan Benefits as an Optional Treatment. In this case, Benefits are provided for the least costly, professionally acceptable treatment. This is a determination of Benefits under this Plan. It is not a recommendation of which service should be provided. The Dentist and patient should decide the course of treatment. If the dental procedure used is different from the procedure covered under this Certificate, the Dentist may bill the patient for the difference between the Maximum Approved Fee for the service provided and the amount paid by Delta Dental for the claim.
Benefit Year	The annual period of your coverage as shown in the Summary of Dental Plan Benefits. Your Benefit Year ends at the same time your coverage ends.
Benefits	Payment for the Covered Services under This Plan.
Certificate	This document is your Certificate of Coverage. Delta Dental will provide Benefits as described in the Summary of Dental Plan Benefits and this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and your Group. The Certificate may also be referred to as This Plan.
Children or Child	Your natural children, stepchildren, adopted children, children by virtue of legal guardianship, or children who reside with you during the waiting period for adoption or legal guardianship, or as specified in the Summary of Dental Plan Benefits.
Claim Denial	Any denial, reduction or termination of the benefits for which you filed a claim; or any failure to make payment (in whole or in part) for the benefits you sought, including any determination based on eligibility.
Completion Dates	The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete: • For dentures and partial dentures, on the delivery dates; • For crowns and bridgework, on the permanent cementation date; • For root canals and periodontal treatment, on the date of the final procedure that completes treatment; • For appliances, on the date the appliance is placed; For implants or implant crowns, on the date the implant/implant crown is placed.

Copayment	The percentage of the bill that you are responsible for after you have met your Deductible, if any. Please refer to The Summary of Dental Benefits for percentages and Deductibles.
Cosmetic Dentistry	Any procedure that is for general appearance and is not caused by disease, prevention, diagnosis, injury, decay or, fracture.
Covered Services	The Dental Services shown in your Summary of Dental Plan Benefits are the Covered Services that will be paid under This Plan. The Covered Services must be provided by or under the direction of a Dentist. Covered Services includes services that are not reimbursed because of a Deductible, Copayment, Waiting Period, frequency, or other limit.
Deductible	The amounts a person or a family as a whole must pay toward Covered Services before Delta Dental begins paying for those services. The Summary of Dental Plan Benefits lists the Deductibles, if any, that apply to you and your family. The individual Deductibles apply toward the family Deductible. No Eligible Person pays more than the individual Deductible for that person while the total of Deductibles for all Eligible Persons in the family cannot exceed the family Deductible.
Delta Dental	Delta Dental of Kentucky, Inc., a Kentucky not-for-profit dental service corporation that provides dental benefits to its Subscribers.
Delta Dental Plan	A Delta Dental company that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.
Delta Dental PPO (Standard)	Delta Dental's national preferred provider organization program that can reduce your out-of-pocket expenses if you receive care from a Delta Dental PPO Dentist.
Delta Dental PPO plus Premier	Delta Dental's program that offers the Delta Dental PPO plus Premier plan that maximizes the advantages of both the PPO and Premier provider networks.
Delta Dental Premier	Delta Dental's national managed fee-for-service dental benefits program.
Dental Services	Any service, treatment or care you receive from a dental professional. Any dental procedure or materials related to the procedure. A Dental Service may or may not be a Covered Service.
Dentist	A person licensed to practice dentistry in the state in which dental services are performed. • **Delta Dental PPO Dentist ("PPO Dentist")** is a Dentist who has signed an agreement in his or her state to participate in Delta

	Dental PPO. PPO Dentists agree to accept Delta Dental's payment along with your Copayment and Deductible, if any, as payment in full for Covered Services. *(continued)* • **Delta Dental Premier Dentist ("Premier Dentist")** is a Dentist who has signed an agreement in his or her state to participate in Delta Dental Premier. Premier Dentists agree to accept Delta Dental's payment along with your Copayment and Deductible, if any, as payment in full for Covered Services. • **Nonparticipating Dentist** is a Dentist who has not signed an agreement with any Delta Dental Plan to participate in Delta Dental PPO or Delta Dental Premier. • **Out-of-Country Dentist** is a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are Nonparticipating Dentists. PPO Dentists and Premier Dentists are sometimes collectively referred to as "Participating Dentists." Wherever a definition or provision of this Certificate differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.
Eligible Dependent(s)	Those dependents referred to in your Summary of Dental Plan Benefits regarding your coverage. Newborns are covered for their first 31 days of life. To continue coverage without interruption beyond the 31st day, you must enroll your newborn through your group within 31 days from the date of the child's birth. If you choose not to continue coverage beyond the 31st day, you can add coverage for your dependent during your group's open enrollment period.
Effective Date	The date on which your coverage under your Group contract begins.
Eligible Person	Any Subscriber or Eligible Dependent with coverage under This Plan.
Group	The employer, trust or other plan sponsor that has entered into a contract with Delta Dental.
Investigational	A device, treatment, procedure or service that is being studied to determine if it should be used for patient care. We reserve the sole right to determine what is Investigational. Approval by the Food and Drug Administration (FDA) does not mean that we approve the service. Devices and any services involved in clinical trials are Investigational.
Maximum Approved Fee	The maximum amount a Participating Dentist can charge for a Covered Service. In all cases, Delta Dental will make the final determination

	regarding the Maximum Approved Fee for a Covered Service. Participating Dentists are not allowed to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. *(continued)* The Maximum Approved Fee is the lowest of: • The Submitted Amount; • The lowest fee regularly charged, offered or received by an individual Dentist for a dental service, regardless of the Dentist's contract with another dental benefits organization; The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.
Maximum Payment	The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. Maximum Payment amounts are described in the Summary of Dental Plan Benefits.
Non-Covered Service	A Non-Covered Service is any Dental Service that is not a Covered Service.
PPO Dentist Schedule	The Maximum Approved Fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.
Pre-Treatment Estimate	A process where Delta Dental issues a written estimate of dental benefits, which may be available under your coverage for proposed dental treatment. Your Dentist may submit a request for a Pre-Treatment Estimate in advance of providing the treatment, but it is not required. A Pre-Treatment Estimate can be provided at your or your Dentist's request and is provided for informational purposes only. The benefit provided on a Pre-Treatment notice is based on your coverage on the date the notice is issued. Pre-Treatment Estimates will conform to applicable law. Delta Dental will make a determination of eligibility, allowable benefits, approved amounts, and maximum available when the services on the notice are submitted for payment.
Premier Dentist Schedule	The Maximum Approved Fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan.
Processing Policies	Delta Dental's policies and guidelines used for Pre-Treatment Estimates and payment of claims. The Processing Policies may be amended from time to time.

Submitted Amount	The amount a Dentist bills for a specific treatment or service. A Participating Dentist cannot charge you or your Eligible Dependents for the difference between this amount and the Maximum Approved Fee for Covered Services.
Subscriber	You, when your employer or organization notifies Delta Dental that you are eligible to receive dental benefits under This Plan.
Summary of Dental Plan Benefits	A description of the specific provisions of your Group dental coverage. The Summary of Dental Plan Benefits is, and should be read as, a part of this Certificate, and supersedes any contrary provision of this Certificate.
This Plan	The dental coverage established for Eligible Persons pursuant to this Certificate including the Summary of Dental Plan Benefits.
Waiting Period	The time period you must be enrolled before certain services are covered. Please refer to your Summary of Dental Plan Benefits to determine if Waiting Periods apply.

3. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a PPO Dentist because PPO Dentists agree to accept payment according to the PPO Dentist Schedule and, in most cases, this results in a reduction of your out-of-pocket costs. You are responsible for any Copayment and Deductible plus any balance not reimbursed under This Plan up to the PPO Dentist Schedule fee.

Please note the following:

- If you go to a Premier Dentist,your out-of-pocket costs could be higher, because a Premier Dentist agrees to accept a payment according to the Premier Dentist Schedule , which could result in a higher out-of-pocket cost. You are responsible for any Copayment and Deductible plus any balance not reimbursed under This Plan up to the Premier Dentist Schedule Fee..
- If you go to a Nonparticipating Dentist, your out-of-pocket costs could be higher because you will be responsible for any difference between the Premier Dentist Schedule and the Dentist's Submitted Amount,. You are responsible for any Copayment and Deductible plus any balance not reimbursed under This Plan up to the Dentist's Submitted Amount.
- To verify that a Dentist is a PPO or Premier Dentist in This Plan, you can use Delta Dental's online Dentist Directory at www.deltadentalky.com or call (800) 955-2030.

4. Accessing your Benefits

To utilize your coverage, follow these steps:

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

2. Make an appointment with your Dentist. Tell your Dentist that you have dental benefits coverage with Delta Dental of Kentucky PPO plus Premier Plan. Your Dentist should call Delta Dental at (800) 955-2030 or go to www.deltadentalky.com with any questions about This Plan.
3. After you receive your dental treatment, a claim form must be filed with the following information:

   - The Subscriber's full name and address;
   - The Subscriber's Delta Dental ID number;
   - The name and date of birth of the person receiving dental care;
   - The dates of service, procedures performed, all supporting documentation and/or x-rays, and Submitted Amounts;
   - Provider information.

   Participating dentists are required to file your dental claims for you. A Nonparticipating Dentist may require you to submit the claim yourself. You can access a claim form on our website at www.deltadentalky.com or by calling Customer Service at 1-800-955-2039. Mail completed claims to:

   Delta Dental of Kentucky
   PO Box 242810
   Louisville, KY 40224-2810

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

Any person who knowingly and with the intent to defraud any insurance company or other person files an applicaton for insuranace containing any materially false informtion or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudlent insurance act, which is a crime.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our Fraud Line at 1-855-265-6720.

<u>Questions and Assistance</u>

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

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

Always include your name, your Group's name and number, the Subscriber's Delta Dental ID number and your daytime telephone number with any correspondence. If you (a) need the assistance of the state agency that regulates insurance or (b) have a complaint you have been unable to resolve with Delta Dental, you may contact the Department of Insurance by mail, telephone, or e-mail.

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

5. How Claim Payment is Made

Delta Dental will send payment directly to a PPO Dentist or Premier Dentist and you will be responsible for any applicable Copayments or Deductibles and any amounts that exceed Maximum Payment amounts under your coverage.

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

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

1. A Covered Service.
2. Performed by a Dentist or other dental professional as permitted by state law.
3. Consistent with the symptoms, diagnosis or treatment of the condition, disease or injury.
4. Payable under the Processing Policies of Delta Dental.
5. Not solely for the convenience of you or your Dentist.
6. Received on or after your Effective Date and completed before your coverage ends.

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

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

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

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

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

6. Benefits

This Plan covers only Covered Services listed in the Summary of Dental Plan Benefits. If there is any conflict between the Summary of Dental Plan Benefits and the Certificate, the Summary of Dental Plan Benefits will control. Please review the Exclusions and Limitations section regarding your benefits.

Your Benefits at the time of your treatment depend on several factors. These include your continued eligibility for benefits, your available annual or lifetime Maximum Payment, any coordination of benefits, the status of your coverage, your Dentist, This Plan's limitations, and any other provisions.

7. Exclusions and Limitations

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

1. General anesthesia in conjunction with Periodontic, Prosthetic, Restorative, Endodontic, Implant Services or Orthodontic services or for the sole purpose of patient management.
2. Services for injuries or conditions payable under Workers' Compensation or employer's liability laws. Services that are received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act (Medicaid).
3. Dental Services received from a dental or medical department maintained by or on behalf of the Group, a mutual benefit association, labor union, trustee, or similar person or group.
4. Cosmetic surgery, bleaching or dentistry for aesthetic reasons, as determined by Delta Dental.
5. A complete occlusal adjustment.
6. Services provided before the Effective Date or after the termination date of This Plan.
7. Charges for hospitalization, laboratory or any other miscellaneous tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services as determined by Delta Dental, for which no valid dental need can be demonstrated or which are specialized techniques.
10. Services as determined by Delta Dental that are Investigational in nature, including services or supplies required to treat complications from Investigational procedures.
11. Services by anyone other than a Dentist or other licensed dental professional as permitted or required by applicable state law and Delta Dental Processing Policies.
12. Self-applied or self-administered Dental Services.
13. Services for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Replacement, repair or adjustments to space maintainers.
15. Replacement, repair or adjustments to retainers and other orthodontic appliances.
16. Adjustments to occlusal guards.
17. Services received as a result of dental disease, defect, or injury for any military-

connected disability or condition or due to an act of war, declared or undeclared.

18. Services required while incarcerated in a penal institution or while in custody of law enforcement authorities, including work release programs.
19. Services for injuries sustained from participating in a civil disturbance or while committing an assault or felony.
20. Services that are covered under another group medical or dental plan, unless we are required to coordinate benefits under applicable law or at your group's request.
21. Services that are not within the categories of Benefits that have been selected by your employer or organization and that are not covered under the terms of this Certificate.
22. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
23. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medications, etc.).
24. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting.
25. Amalgam and resin restorations on the same tooth surface by a different dental office as the original procedure more than once in a 24 month period.
26. Fees for crowns, inlays, onlays, and veneer repairs by a different dentist or dental office within 24 months of the original restoration.
27. Temporary crowns.
28. Temporary root canal fillings on permanent teeth.
29. Chemical curettage.
30. Personalization/characterization of any service or appliance.
31. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ), unless otherwise specified in your Summary of Dental Plan Benefits.
32. Mounted case analyses.
33. Consultations.
34. Subperiosteal implants.
35. Laser Assisted New Attachment Procedure, also known as LANAP, Wavelength-optimized Periodontal Therapy, Deep Pocket Therapy with New Attachment and similar laser periodontal treatment procedures are considered to be Investigational procedures and are not covered under the terms of this Certificate.

Delta Dental will make no payment for the following services. Participating Dentists <u>cannot</u> charge you or your Eligible Dependents for these services. However, if you receive the following services from a Nonparticipating dentist, you will be responsible for all charges.

1. The completion of forms or submission of claims.
2. Local anesthesia.
3. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
4. Infection control.
5. Gingivectomy as an aid to the placement of a restoration or appliance.
6. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
7. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
8. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
9. Post-operative procedures and related office visits, when done following any completed service or procedure.

10. Pins and/or preformed posts, when done with core buildups for crowns, onlays, or inlays.
11. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
12. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
13. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
14. Retreatment of a root canal by the same Dentist or dental office within 24 months of the original root canal treatment.
15. Amalgam and resin restorations on the same tooth surface by the original dentist or dental office within 24 months of the original procedure.
16. Fees for crowns, inlays, onlays, and veneer repairs by the original dentist or dental office within 24 months of the original restoration.
17. A prophylaxis or full mouth debridement, when done within 30 days of periodontal maintenance or scaling and root planing.
18. An occlusal guard adjustment, when performed within six months of the delivery of an occlusal guard, unless otherwise specified in your Summary of Dental Plan Benefits.
19. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
20. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
21. Low level laser treatment and laser disinfection procedures when performed in conjunction with another procedure.
22. Separate claims for tooth preparation, temporary services, bases, impressions, local anesthesia or other services that are components of a complete procedure.
23. Consultations when billed in conjunction with an evaluation by the same dentist.
24. Services, as determined by Delta Dental, which are not rendered in accordance with generally acccepted standards of dental practice.

The benefits for the following services are limited as follows, unless otherwise specified in your Summary of Dental Plan Benefits. All time limitations are measured from the last date of service in any Delta Dental Plan or, at the request of your group, any other dental plan.

1. A separate benefit is not provided for **periapical or bitewing x-rays** when performed on the same date as a complete series or a panorex.
2. When the total amount charged for **individual periapical x-rays** equals or exceeds the Maximum Approved Fee for a complete series, Benefits are limited to the Maximum Approved Fee for a complete series. Benefits will also be subject to the limitations for a complete series.
3. **Space maintainers** are payable for children age 13 and under and are limited to one placement per quadrant per lifetime unless otherwise specified in your Summary of Dental Plan Benefits. Distal shoe space maintainers are limited to children to age 8 and under.
4. **Sealant repair or replacement** is covered only when performed more than 24 months after the original placement or replacement. If performed within the 24 month time limit, it will be considered part of a complete procedure and not a separate Benefit.

5. **Composite resin or acrylic restorations** in posterior teeth are paid as an Alternate Benefit at the amalgam Approved Fee unless otherwise specified in your Summary of Dental Plan Benefits.
6. **Amalgam and resin restorations** are covered once per tooth surface in a 24 month period unless otherwise specified in your Summary of Dental Plan Benefits.
7. An **alternate benefit allowance for an amalgam or resin restoration** maybe made when a crown or indirectly fabricated restoration does not meet criteria. To meet criteria for a crown or indirectly fabricated restoration, a tooth must exhibit caries and/or fracture of tooth structure so extensive that a direct restoration does not meet the professionally accepted standard of care.
8. Services for any **optional gold restoration,** crown or jacket, are limited to the Maximum Approved Fee for an amalgam, synthetic or plastic restoration.
9. **Porcelain veneer** or cast crowns are payable when a child is 12 years of age or over. For children age 11 and under, an acrylic crown or preformed crown may be payable with approval unless otherwise specified in your Summary of Dental Plan Benefits.
10. **Repairs to crowns, inlays, onlays and veneers** are only covered when performed more than 24 months after the original repair. If performed within the 24 month time limit, it will be considered part of a complete procedure and not a separate Benefit.
11. Benefits are provided for one **restoration** in each tooth surface in an episode of treatment.
12. **Payments for pulpotomies are** limited to primary (baby) teeth.
13. **Pulp capping** is a Covered Service for exposure of the pulp only and if performed on the same day as the final restoration is limited to the Maximum Approved Fee for the complete procedure.
14. **Remineralization** includes temporary restoration. Permanent restorations are not payable within two months following the temporary placement.
15. **Payment for periodontal maintenance** is limited as listed in your Summary of Dental Plan Benefits provided the patient has completed active periodontal therapy.
16. **Periodontal scaling and root planing** is limited to once per tooth or quadrant in a 24 month period unless otherwise specified in your Summary of Dental Plan Benefits.
17. **Occlusal guards** are limited to one in a five year period on permanent teeth and are not covered for children with primary or mixed primary and permanent teeth unless otherwise specified in your Summary of Dental Plan Benefits. Occlusal guard adjustments are not a Covered Service.
18. **When covered, bone replacement grafts** are payable only when performed around natural teeth, once per tooth. (They are not covered in conjunction with implants, implant crowns, extractions for ridge augmentation or to replace bone loss in the area of an abscess).
19. **When covered, osseous surgery** are payable once per tooth or quadrant within a three year period unless otherwise specified in your Summary of Dental Plan Benefits.
20. **Biologic materials** to aid in soft and osseous tissue regeneration is limited to once per tooth in a 36 month period.
21. **Denture reline or rebases** are payable once in a 36 month period and at least six months after initial placement unless otherwise specified in your Summary of Dental Plan Benefits.
22. **Oral Surgery** procedures include routine postoperative procedures, dry socket treatments and sutures. These services are not payable as a separate benefit.

23. **General anesthesia** is limited to the following Oral Surgery procedures when administered by a Dentist licensed to administer general anesthesia:
    a. Removal of impacted tooth – partially bony
    b. Removal of impacted tooth – completely bony
    c. Removal of impacted tooth – completely bony, with unusual surgical complications
    d. Surgical removal of residual root(s)
    e. Surgical access of an unerupted tooth
    f. Five or more extractions performed on the same date of service
    g. General anesthesia is not payable for the sole purpose of patient management.
24. **Tissue conditioning** is limited to three times in an episode of treatment.
25. Benefits for an **overdenture** are limited to the Maximum Approved Fee for a full denture.
26. In the event you **transfer from one Dentist to another** during your course of treatment, or more than one Dentist performs services for one procedure, Benefits are limited to the Maximum Approved Fee for the services of one Dentist.

Orthodontic Services

Please refer to your Summary of Dental Plan Benefits to determine if Orthodontic Services are a Covered Service. If Orthodontic Services are covered:

1. The diagnosis for Orthodontic Services must show that the handicapping malocclusion is abnormal and can be corrected. It is recommended that your Dentist submit a treatment plan to us to determine the Benefits available and provide a Pre-Treatment Estimate. One diagnosis and comprehensive treatment plan is payable in a five-year period. We may review your dental records to determine if Benefits will be provided for the requested services.
2. Orthodontic Services are subject to the total Maximum Payment per Eligible Person. Please refer to the Summary of Dental Benefits for your Maximum Payment.
3. Payment for orthodontic treatment, including appliances, will not exceed 36 months.
4. If the orthodontic treatment plan is terminated before completion of the case for any reason, Delta Dental's obligation for payment ends on the last day in which the patient was treated.
5. If the patient's coverage is terminated before completion of the case for any reason, Delta Dental's obligation for payment ends on the last day of the patient's coverage.
6. Replacement and/or repair of any appliance furnished under the orthodontic treatment plan are not covered.

Orthodontic Payment Processes

1. Benefits are paid over the course of the treatment plan submitted by your Dentist. Lump sum payments will not be made regardless of whether full payment was made in advance by the patient.
2. Payments will be made for the following treatment:
    - Orthodontic records (charged separately)
    - Down payment or initial fee (placement of appliances)
    - Orthodontic adjustments (paid monthly)

    Initial retainers (if charged separately)

8. Coordination of Benefits

Coordination of Benefits ("COB") applies when you are covered by more than one dental plan. You will be asked to identify all the plans that cover members of your family. We need this information to determine whether we are the "primary" or "secondary" benefit payer. The primary plan always pays first when you have a claim.

COB rules are set out in state law and regulations. This is a summary of those rules. We will provide you with a link to the applicable laws and regulations upon request.

Under COB rules, there are at least two plans – the primary plan and the secondary plan. You must submit all your claims to each plan. If the primary plan denies your claim or does not pay the full claim, the secondary plan will then calculate any additional payment due under these rules. Which plan is primary and which is secondary is determined by the rules.

How Delta Dental Pays as Primary Plan

When we are the primary plan, we will pay the benefits in accordance with the terms of your contract, as if you had no other dental coverage under any other plan.

How Delta Dental Pays as Secondary Plan

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay the portion of the Covered Service not paid by the Primary Plan up to the amount This Plan would have paid if it had been primary taking into account any Copayments, Deductibles and Maximum Payments. This Plan will not pay more than it would have if it was Primary and it may pay less depending on how much the Primary Plan paid.

Right to Receive and Release Needed Information

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

Payment Made By Other Plans

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

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

Right of Recovery

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

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

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

9. Claims Appeal Procedure

If you receive notice of a Claim Denial that you think is incorrect, you or your Dentist should contact us at (800) 955-2030 or customerservice@deltadentalky.com. We will investigate, correct any errors, and let you know why the claim or part of the claim were not paid under your coverage.

Whether or not you ask us informally to review the claim, you can still submit a formal claims appeal as described below. Your Dentist may appeal on your behalf.

If you decide to appeal, you should send it to us as soon as possible. However, you must file an appeal within 180 days of the date you received your notice of a Claim Denial. To appeal your claim, you or your Dentist must send the request by email to: customerservice@deltadentalky.com

Or in writing to:

Customer Service
Delta Dental of Kentucky
P O Box 242810
Louisville, Kentucky 40224-2810

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

When we receive the appeal, we will review the information available, including what you or your dentist submitted for the appeal. The Appeals Committee will make a new determination independent of the initial claim decision. The Committee will not include persons who made the initial decision or those persons' subordinates. If your claim was denied for missing information, you or your Dentist may resubmit the claim with complete information. The Committee will, as necessary, consult a dental health care professional with appropriate training and experience. The dental health care professional will not be the same individual, or that person's subordinate, consulted during the initial determination.

The Committee will decide your appeal within 30 days from when we received it. Delta Dental will send a written decision to you, your representative, and if applicable, your Dentist.

If we uphold any part or all of the initial Claim Denial, and your employer group does not self-insure your coverage, you or your Dentist may contact the Department of Insurance, PO Box 517, Frankfort, Kentucky 40602, or online at http://insurance.ky.gov and request a review of our decision.

Notice. Your initial notice of a Claim Denial will include:

- Specific reason(s) for the denial;
- The Plan provision(s) on which the denial is based;
- The review procedures for dental claims, including applicable time limits;
- A statement that you are entitled to access, free of charge, all documents, records and other information relevant to your claim upon your request.
- An explanation of the basis of the denial under your coverage.
- A description of any additional materials necessary to complete your claim;
- An explanation of why such materials are necessary;
- a statement that you have the right to bring a civil action in court if you receive a Claim Denial after your claim has been completely reviewed according to this claims appeal procedure;
- Any internal rule, guideline, protocol, or similar document or criteria relied on in making the Claim Denial; and,
- A statement that a copy of such rule, guideline or protocol may be obtained upon request, at no charge.

10. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When your employer or organization advises Delta Dental to terminate your coverage;
- If your employer fails to pay the premium on your behalf. If so, the termination will occur on the date through which premiums are paid;
- For fraud or misrepresentation in the submission of any claim or eligibility information; or,
- For any other reason stated in the Contract between Delta Dental and your Group.

If Delta Dental pays a claim for services provided beyond the termination date given by your employer or organization, we may recover the amount paid from you or, if applicable, the Dentist. As an alternative, Delta Dental reserves the right to deduct from any pending or future claim any amounts you or the Dentist may owe us.

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

11. Continuation of Coverage

You should check with your Group's benefit administrator to determine if your Group is subject to coverage continuation requirements such as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). If your coverage would otherwise end, you and/or your Eligible Dependents may have the right, under certain circumstances, to continue coverage, at your expense, beyond the time coverage would normally end.

When is Plan Continuation Coverage Available?

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

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

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

12. General Provisions

Family and Medical Leave Act of 1993 (FMLA)
Your Group determines whether or not you are eligible for FMLA. If your group authorizes FMLA leave, you will retain eligibility for coverage during this period. You and your Eligible Dependents will be considered eligible even if you are not actively working. If the Subscriber does not retain coverage during the leave period, any Eligible Person who was covered immediately prior to the leave may be reinstated upon return to work. In that event, there will be no new waiting period for pre-existing conditions.

Privacy of Your Health Information
Health Insurance Portability and Accountability Act (HIPAA)
Delta Dental is committed to protecting your health information. You may obtain a copy of our HIPAA Notice of Privacy Practices by contacting us at customerservice@deltadentalky.com.

Children's Health Insurance Program (CHIP)/Medicaid
You may have special enrollment rights under This Plan if you or your Eligible Dependents are terminated from Medicaid or state CHIP coverage as a result of loss of eligibility, or if you or your Eligible Dependents become eligible for a premium assistance subsidy under applicable law. You should ask your Group's benefit administrator if you are eligible. If you are eligible for special enrollment, you and your Eligible Dependents not enrolled in This Plan have the right to request enrollment within 60 days of when you became eligible for special enrollment.

Assignment

You may not assign the benefits or the rights to payment for Covered Services under this Certificate or Schedule of Benefits to any other person, including Nonparticipating Dentists, unless mandated by state law or group contract.

Subrogation and Right of Reimbursement

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

In that case, Delta Dental may have a subrogation right to be paid any amount you recover from the third party up to the amount we paid under This Plan.

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

Obligation to Assist in Delta Dental's Reimbursement Activities

You and your Eligible Dependents are required to:

- Provide us with any information concerning other insurance coverage that may be available. (This includes automobile, home, and other liability insurance coverage, and coverage under another group health plan.) and;
- Provide us with the identity of any other person or entity, and his or her insurers (if known), that may be obligated to provide payments or benefits for the same Covered Services paid by Delta Dental under This Plan;
- Cooperate fully with us to exercise our right to subrogation and reimbursement;
- Refrain from doing anything to prejudice those rights (such as settling a claim against another party; without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount);
- Sign any document deemed by Delta Dental to be relevant in protecting our subrogation and reimbursement rights; and,
- Provide relevant information when requested.

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

Dentist-Patient Relationship

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

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

Loss of Eligibility During Treatment

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

Governing Law

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

Actions

No action on a legal claim arising out of or related to This Plan can be brought within 60 days after notice of the legal claim has been given to Delta Dental, unless prohibited by applicable state law. In addition, no action can be brought more than 36 months after the legal claim first arose or after expiration of the applicable statute of limitations, if longer. Any person seeking to do so will be deemed to have waived that person's right to bring suit on such legal claim. This provision does not preclude you from bringing an action in a court of applicable jurisdiction once all administrative appeals have been exhausted and so long as such action is not prohibited by any applicable law.

Change of Certificate or Contract

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

Change of Status

You must notify your Group of any event that changes the status of an Eligible Person. These events include, marriage, birth, death, divorce, dependents reaching age 26, entrance into military service, and change of address.

Right of Recovery Due to Fraud

We have the right to recover from any Eligible Person any payment that we make because of fraud or misrepresentation. This includes any payment for:

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

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

Legally Mandated Benefits

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

This Plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. This plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

This plan provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified interpreters
- Written information in other formats (large print, audio, accessible electronic formats)

This plan 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, call 1-800-955-2030 (TTY user's call 711).
If you believe that this plan 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 the Civil Rights Officer by mail, fax or phone at:

Delta Dental of Kentucky
Attn.: Civil Rights Officer
PO Box 242810
Louisville, KY 40223

By phone at 1-800-955-2030 (TTY user's call 711) or fax to 1-877-224-0052. If you need help filing a grievance, the Civil Rights Officer 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, 1-800-537-7697 (TDD). Complaint forms are available at https://www.hhs.gov/ocr/office/file/index.html.



Claims, Pre-Treatment Estimate, Inquiries or Review
P.O. Box 242810
Louisville, Kentucky 40224-2810

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